



**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
June 16, 2022**

NOTICE OF HYBRID IN-PERSON AND ELECTRONIC MEETING: The Council of Park City, Utah, will hold its regular meeting with an anchor location for public participation at the Marsac Municipal Building, City Council Chambers, 445 Marsac Avenue, Park City, Utah 84060 on June 16, 2022. Council members may participate in person or connect electronically by Zoom or phone. Members of the public may attend in person or participate electronically. Public comments will also be accepted virtually. To comment virtually, use eComment or raise your hand on Zoom. Written comments submitted before or during the meeting will be entered into the public record but will not be read aloud. For more information on attending virtually and to listen live, please go to www.parkcity.org.

WORK SESSION

2:45 p.m. - FY2022-23 City Manager's Recommended Budget: Budget Policies, Fee Schedule, and Council Compensation Presentation and Review
(A) Public Input

[FY23 Budget Staff Report](#)

[Exhibit A: Budget Policies Redlined Copy](#)

[Exhibit B: FY23 Park City Fee Schedule Redlined Copy](#)

[Exhibit C: FY23 Council Compensation Ordinance](#)

4:30 p.m. - CityTour Recap by Myles Rademan, Park City Leadership Director

5:00 p.m. - Special Event Requests: Bonanza Park Neighborhood Area Programming and Event Parking Rates

[Special Event Request Staff Report](#)

[Exhibit A: HPCA 2022 Event Parking Rate Increase Letter](#)

5:45 p.m. - Break

REGULAR MEETING - 6:00 p.m.

I. ROLL CALL

II. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Questions and Comments

Staff Communications Report

1. FY 2022 Fraud Risk Assessment
[FY 2022 Fraud Risk Assessment Staff Report](#)
[Exhibit A: Fraud Risk Assessment Questionnaire](#)

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

IV. CONSIDERATION OF MINUTES

1. Consideration to Approve the City Council Meeting Minutes from May 26, 2022

V. CONSENT AGENDA

1. Request to Authorize the City Manager to Execute Contracts for Water Quality Consultant Services, in Forms Approved by the City Attorney, with Water Quality & Treatment Solutions, Inc., in an Amount not to exceed \$50,000. and Confluence Engineering Group, LLC, in an Amount Not to Exceed \$50,000
[Water Quality Consultant Services Contracts Award Staff Report](#)
[Exhibit A: Water Quality and Treatment Solutions Scope and Fee](#)
[Exhibit B: Confluence Engineering Scope and Fee](#)

VI. OLD BUSINESS

1. Consideration to Approve Ordinance No. 2022-18, an Ordinance Annexing Approximately 1,200 Acres of Property Located in the Southeast Quinn's Junction Area into the Corporate Limits of Park City, Utah, and Amending the Official Zoning Map of Park City to Zone the Property Recreation and Open Space within the Entry Corridor Protection And Sensitive Land Overlays
(A) Public Hearing (B) Action
[Southeast Quinn's Junction Annexation Petition Staff Report](#)
[Exhibit A: Draft Ordinance No. 2022-18](#)
[Exhibit B: Southeast Quinn's Junction Annexation Petition](#)
[Exhibit C: 1999 Flagstaff Development Agreement](#)
[Exhibit D: Notice of Intent](#)
[Exhibit E: Summit County Certification](#)
[Exhibit F: City Council Notice of Annexation Petition](#)
[Exhibit G: Boundary Commission Determination](#)
[Exhibit H: Ground Lease between UPCM and PCMC](#)
[Exhibit I: Draft Annexation Agreement](#)

VII. NEW BUSINESS

1. Consideration to Set the Date of June 23, 2022, for a Public Hearing on Ordinance 2022-20, an Ordinance Establishing Compensation for the Elected and Statutory Officers for FY 2023
(A) Public Hearing (B) Action
[Council Compensation Staff Report](#)
[Exhibit A: Council Compensation Ordinance FY23](#)
2. Discuss 9th Street Stairs Capital Project
(A) Public Input
[9th Street Stairs Staff Report](#)
[Exhibit A: Old Town Stairs Service Area Maps](#)
[Exhibit B: Notice to Neighbors](#)
[Exhibit C: Communications from Neighbors](#)
3. 2021 Annual Drinking Water Quality Consumer Confidence Report
(A) Public Input
[2021 Annual Drinking Water Quality Consumer Confidence Report Staff Report](#)
4. Consideration to Approve an Economic Development Grant Contract for \$10,000 for Wild Events, LLC
(A) Public Hearing (B) Action
[Wild Event Studio Grant Staff Report](#)

[Exhibit A: Wild Event Studio Grant Contract](#)
[Exhibit B: Wild Event Studio Grant Study](#)
[Exhibit C: Wild Event Studio Application](#)
[Exhibit D: PCMC Grant History](#)

VIII. ADJOURNMENT

PARK CITY REDEVELOPMENT AGENCY MEETING

I. ROLL CALL

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

III. NEW BUSINESS

1. Consideration to Approve an Economic Development Grant Contract for \$20,000 for Alpine Distilling
(A) Public Hearing (B) Action
[Alpine Pie Bar Grant Report](#)
[Exhibit A: Alpine Pie Bar Grant Contract](#)
[Exhibit B: Alpine Pie Bar Grant Study](#)
[Exhibit C: Alpine Pie Bar Grant Application](#)
[Exhibit D: PCMC Grant History](#)

IV. ADJOURNMENT

A majority of City Council members may meet socially after the meeting. If so, the location will be announced by the Mayor. City business will not be conducted. Pursuant to the Americans with Disabilities Act, individuals needing special accommodations during the meeting should notify the City Recorder at 435-615-5007 at least 24 hours prior to the meeting.

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

Council Agenda Item Report

Meeting Date: June 16, 2022

Submitted by: Michelle Kellogg

Submitting Department: Budget, Debt & Grants

Item Type: Work Session

Agenda Section: WORK SESSION

Subject:

2:45 p.m. - FY2022-23 City Manager's Recommended Budget: Budget Policies, Fee Schedule, and Council Compensation Presentation and Review

(A) Public Input

Suggested Action:

Attachments:

[FY23 Budget Staff Report](#)

[Exhibit A: Budget Policies Redlined Copy](#)

[Exhibit B: FY23 Park City Fee Schedule Redlined Copy](#)

[Exhibit C: FY23 Council Compensation Ordinance](#)



City Council Staff Report

Subject: City Manager's Recommended Budget
Authors: Jed Briggs & Kirsten Darrington
Department: Budget, Debt, & Grants
Date: June 16, 2022
Type of Item: Informational/Legislative

Summary Recommendation

Over the last several weeks, the Budget Team has presented detailed aspects of the FY23 City Manager's Recommended Budget to the Council and public. This report focuses on the City's formal Budget Policies and Objectives (Exhibit A), FY23 Fee Schedule (Exhibit B), and Elected and Statutory Officer Compensation (Exhibit C). This report also addresses remaining miscellaneous or outstanding budget items.

The City Council's feedback is requested in anticipation of the final budget and fee schedule adoption planned for June 23, 2022. The Council is also required to hold a public hearing to formally establish City Council Compensation (Exhibit C), with final adoption on June 23.

Background

The Budget Team presented the Tentative Budget on May 12, 2022, as required by State law. The Council adopted the Tentative Budget and then held extensive work sessions to present detailed information on the proposed FY23 operating and capital budgets, answer Council questions, and take public input. Here is a recap of the scheduled budget meetings and topics:

- **May 12, 2022**, presentation and adoption of the FY23 Tentative Budget
- **May 26, 2022**, focused on proposed operating requests in the General, Transportation, and Golf Funds
- **June 9, 2022**, focused on the proposed Capital Budget with a detailed review of large capital projects and funding sources, FY23 Water Fund, Fire Mitigation, and Housing funds
- **June 16, 2022**, will focus on proposed Fee Changes, Budget Policies, and Elected and Statutory Officer Compensation
- **On June 23, 2022**, the City Council will take public input, hold a public hearing, and adopt a Final FY23 Budget, Budget Policy, and Fee Changes, and Elected and Statutory Officer Compensation

Executive Summary

Review the following items and recommendations:

A. Budget Policies & Objectives – Review the updated budget policies and proposed changes in Exhibit A and summarized below. Determine if the policy changes should be adopted as part of the FY23 Budget on June 23 or adopted later as part of a broader Budget Policy update.

B. FY23 City Service Fees (changes to Fee Schedule) – Review the fee schedule and proposed changes in Exhibit B and summarized below and provide feedback ahead of adoption on June 23.

C. Elected and Statutory Officer Compensation – Review Compensation Ordinance in Exhibit C and provide feedback ahead of adoption on June 23.

D. Miscellaneous/Outstanding Budget Items – The Budget Team will address any outstanding budget items and council questions during the work session on June 16.

Analysis

A. Budget Policies & Objectives

The City's Budget Policies and Objectives are adopted as part of the annual City Budget. Historical policies cover revenue management, fees and rates, capital financing and debt management, reserves, capital improvement management, human resource management, and public service contracts. They also govern the stewardship of public funds and ensure transparency in the budgeting process. Major changes in the Budget Policies are infrequent, yet minor updates occur regularly to reflect changes in State law, new financial practices, and intermittent City Council direction.

For FY23, we identified several minor changes but understand that the budget policies may require a more comprehensive review. The Budget Team seeks to offer the new Mayor and City Council the freedom to make changes as necessary. For efficiency, we propose Council adopt some minor adjustments on June 23, and direct the Budget Team to return with a broader Budget Policy update later this year and well before the next budget cycle.

A redlined copy of the Budget Policies can be found in Exhibit A and proposed changes are outlined below:

Proposed policy changes:

- **Chapter 1, Part I – Budget Organization** (page 78): The policy currently recommends PCMC operate under a two-year budget cycle. However, the City has effectively operated under a one-year cycle for the past decade. To support the City's actual operating environment, the policy should be updated to reflect a one-year budget cycle. However, the City will continue to proactively forecast revenues, demonstrate restraint when considering ongoing cost increases, and submit a 5 year CIP.

- **Chapter 1, Part II – Economic Development Grant Policy** (page 79-82):
In 2006, Park City created the [Economic Development Grant program \(Chapter 1, Part II, Page 79\) to](#) provide financial assistance to small businesses aligned with specified Community goals and State criteria. Council last updated this policy on June 15, 2017.

The following funds are available annually within the program but are absorbed back into the general fund if not awarded:

Anywhere in City limits (general fund)	\$10,000
Lower Park RDA	\$20,000
Main St. RDA	\$20,000

Tod date, \$176,000 has been awarded to 14 businesses. Recipients include:

Anomaly Action Sports	Offset Brewing
Auntie Em's	Oquirrh Institute for Public Policy
Avatech	Park Silly Sunday Market
Center for Applied Media	PC Performing Arts Foundation
High West	Red Flower
Local Tourist	Ritual Chocolate
Motherlode	Soul Poles

The program criteria would benefit from a considerable update to reflect the current Council's goals. With Council support, the Budget Team recommends suspending the existing program to prevent accepting any additional grant applications until a future City Council policy discussion is conducted by the Economic Development Department.

- **Chapter 5, Part II, Section D – Special Service Contracts** (pages 115-116):
Park City partners with local nonprofits to provide valuable services to the community through Special Service Contracts (SSCs) that the municipality might otherwise provide but does not have the expertise, programming, or infrastructure. Different types of service include cultural events, educational programs, and emergency services. Special Service Contracts are awarded through a competitive RFP process and applications evaluated by the Special Service Contracts Committee.

In FY21, Council approved a revamp of the application process, creating two categories: Regular Service Contracts (four-year cycle) and Diversity, Equity, and Inclusion (DEI) Service Contracts (two-year cycle). Each category has up to \$250,000 budgeted for award, for a total of \$500,000 annually.

Minor edits are proposed to update this section and better reflect current practices. The March 31 application deadline has also been removed to allow for more flexibility.

B. FY23 City Service Fees (changes to the Fee Schedule)

Park City charges a range of fees for public services provided to residents and businesses. Fees are imposed as a result of public use, such as recreational services, rental uses, water utilities and other types of services. Most fees traditionally charged by Utah municipalities have direct enabling legislation. For example, water and sewer rates and fees are specifically enabled by Utah Code 10-8-22 and 10-8-38.

The method for establishing fees and the extent to which they recover the cost of the service provided is consistent with the recommendations of the Government Finance Officers Association (GFOA) and the requirements in Utah Code [§ 10-8-1](#). Each budget process, the fee schedule is reviewed to ensure amounts charged reflect the City's cost to deliver the service.

This year, all departments were encouraged to comprehensively examine their fees in light of inflationary increases and increased demand and utilization of City services. While City service fees make up a modest portion of the overall revenues, managers were thorough and thoughtful in their approach, balancing the need to keep up with expenses while maintaining public accessibility and affordability.

The following departments are proposing changes to the Fee Schedule:

- Water
- Engineering
- Executive
- Parking
- Recreation
- Golf
- Ice

A redlined copy of the Fee Schedule can be found in Exhibit B and proposed changes are summarized as follows:

Building Fees (Section 1.2, page 5)

- Increases Building Permit Fee from 1.00% of Total Valuation of construction to 1.05% with a minimum fee of \$50.00

Engineering Fees (Section 1.3, page 8)

- Increase to Construction Inspection Fees
- Updates criteria for Permit to Work in Public Right-of-Way to better define requirements and costs
- Adds new fee for Processing of Small Wireless Facility Applications (1.3.3)
- Adds new fee for Road Closure Permits (1.3.4)

Water Metered Services Fees (Section 2.2, page 10)

- The Public Utilities department is proposing a 3% increase to all water fees. This is needed to meet the cost of water service and capital projects currently planned or underway, such as the Three Kings Water Treatment Plant, and is consistent with the existing Water Model

GRAMA Fees (Section 6.4, page 18)

- Compiling Documents – Removes language saying no charge may be made for the first quarter hour of staff time used to compile documents for a GRAMA request. This change aligns with recent revisions to state code

Parking Fees (Section 7, page 19)

- Proposes increases to majority of parking fees, including parking violations, parking permits, parking lot and meter rates

Recreation Fees (Section 8.2 – 8.3, page 25)

- Updates name from Recreation Center to PC MARC and corrects Director's title throughout policy for consistency and clarity
- Increases and reorganizes Field User fees table for clarity
- Updates income ranges for the Sliding Fee Scale, which applies a discount to specific fees based on Summit County Average Median Income. This makes our programming more affordable and accessible for those who qualify

PC MARC Fees (Section 8.4, page 26)

- Increases Youth Clinic Fees
- Increases pickle ball fees and adds new fees for groups
- Increases Facility Pass fees and removes Couples Rates
- Simplifies rates for Tennis Passes by removing the Couples and Additional Family Members Rates. Increases Tennis Youth Clinic fees
- Adds new fee for Full Day Gymnasium Use of \$325.00 (hourly resident) and \$625.00 (hourly visitor)

Golf Fees (Section 8.5, page 29)

- Proposes increases to majority of fees to offset rising costs
- Adds one new fee for Lodging/Advance booking 18 Hole with cart of \$90.00

Cemetery Fee Waivers (Section 8.7, page 30)

- Removes language for resident eligibility

Park Pavilion Rental Fees (Section 8.8, page 31)

- Increases Park Pavilion Rental fees

Ice Arena and Fields Rental Fees (Section 9, page 35)

- Removes fees no longer being used, including the Super Star Birthday Package, Drop-in Broomball, and the skate treadmill
- Adds new fee for Stick and Puck rental
- Drop-in Curling fee revised to reflect per lane instead of per individual, with a fee of \$200 per lane (generally played with 8 people per lane)
- For-profit ice rental rate increasing by \$20.00; all other hourly ice rental rates increased by \$5.00

- Updating section 9.2 for Recreation Programs to include language for season passes. This edit provides staff the ability to create a pass based on the price for included products and their availability
- Adds Overnight Rental Staffing fee of \$100/hour per employee (e.g., for production companies filming movies)
- Increases and reorganizes Field User fees for clarity

Fees Currently Under Review: Business Licensing Fees Update

Park City is also conducting a comprehensive business license fee study to ensure we are adequately accounting for the enhanced level of services necessary to mitigate the impacts of the growing resort economy.

Per Utah Code [§ 10-1-203](#), a municipality may assess a fee to cover administrative costs of issuing business licenses. Park City's business license fee schedule was last updated in 2005, and in 2013, the nightly rental section was updated, requiring every nightly rental property to license individually. The cost of providing administrative services has also increased considerably over time. We are aware that most resort towns are reassessing their business licensure programs post COVID-19.

Municipalities are allowed to assess additional fees related to the cost of providing either disproportionate or enhanced services. Examples of disproportionate impacts include additional police response (noise, disturbing the peace, etc.), code or parking enforcement, litter nuisance, etc. Examples of enhanced services include a business class that causes the need for items such as traffic control or other public safety concerns. This winter was a prime example of some of the additional costs incurred by the municipality to help mitigate public safety concerns on secondary emergency access routes.

As a result, a base administrative fee study is being conducted and expected to be complete by July 2022 for Council review and consideration. In addition, the enhanced and disproportionate fee study is also underway, scheduled for completion in August 2022. Importantly, August is the same month when Park City notices licensed businesses for their annual, or 2023, license renewal. Proactive outreach with the business community is planned to begin by the Economic Development Department in June, and will include Council Liaisons, as appropriate.

C. Elected and Statutory Officer Compensation

For FY23, the Elected Official and Statutory Officer Compensation recommendation is to include a 10.33% increase to keep pace with regional inflation. Though not exactly the same, this is the same methodology applied to increase the gradations within the municipality's pay plan.

Elected and Statutory Officer Compensation Rate Changes

Mayor	FY 2021-2022	FY 2022-2023
Wages	\$ 45,366.72	\$ 50,053.00
Health Benefits (or cash in lieu)	\$ 21,522.48	\$ 22,600.00
Car Allowance	\$ 3,000.00	\$ 3,000.00
Total	\$ 69,889.20	\$ 75,653.00
City Council	FY 2021-2022	FY 2022-2023
Wages	\$ 23,435.04	\$ 25,856.00
Health Benefits (or cash in lieu)	\$ 21,522.48	\$ 22,600.00
Total	\$ 44,957.52	\$ 48,456.00
Statutory Officers	FY 2021-2022 Range	FY 2022-2023 Range
City Manager	\$137,000 - \$174,991	\$158,250 – \$211,000
City Attorney	\$163,404 - \$192,355	\$176,493 – \$235,324
City Treasurer	\$64,000 - \$93,844	\$82,860 – \$110,480
City Engineer	\$124,086 - \$138,456	\$124,938 – \$166,585
City Recorder	\$79,039 - \$90,861	\$82,860 – \$110,480

Amounts for FY23 are also included in the Compensation Ordinance in Exhibit C.

D. Miscellaneous/Outstanding Budget Items

The Budget Team will address any outstanding budget items and council questions during the work session on June 16.

In addition, as a reminder, the Budget Team created a [one-stop-shop](#) for all budgetary reports as the review process moves forward. The online repository of information will continue to reflect all budgetary materials and additional analyses to improve the public's access and opportunity to follow along and review pertinent budgetary information.

Department Review:

This report has been reviewed by the Budget, Legal, and City Manager departments.

Exhibits:

- A – Budget Policies and Objectives Redlined Copy
- B – FY23 Fee Schedule Redlined Copy
- C – FY23 Elected and Statutory Officer Compensation Ordinance

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CHAPTER 1 - BUDGET POLICY

PART I - BUDGET ORGANIZATION

A. Through its financial plan (Budget), the City will do the following:

1. Draw upon Council's goals, objectives, and desired outcomes.
2. Identify citizens' needs for essential services.
3. Organize programs to provide essential services.
4. Establish program policies and goals that define the type and level of program services required.
5. List suitable activities for delivering program services.
6. Propose objectives for improving the delivery of program services.
7. Consider budget committees recommendations.
8. Identify available resources and appropriate the resources needed to conduct program activities and accomplish program objectives.
9. Set standards to measure and evaluate the following:
 - the output of program activities
 - the accomplishment of program objectives
 - the expenditure of program appropriations

B. All requests for increased funding or enhanced levels of service should be considered together during the budget process, rather than in isolation. ~~A request relating to programs or practices which are considered every other year (i.e., the City Pay Plan) should be considered in its appropriate year as well.~~ According to state statute, the budget officer (City Manager) shall prepare and file a proposed budget with the City Council by the first scheduled council meeting in May.

C. The City Council will review and amend appropriations, if necessary, during the fiscal year.

D. The City will prepare the budget on an annual basis and may consider a mid-year budget adjustment. ~~use a multi-year format (two years for operations and five years for CIP) to give a longer range focus to its financial planning.~~

1. The emphasis of the budget process ~~includes in the first year is on~~ establishing expected levels of services, within designated funding levels, projected over the next fiscal year a two-year period, with the focus on the budget.
2. ~~The emphases in the second year are reviewing necessary changes in the previous fiscal plan and developing long term goals and objectives to be used during the next two-year budget process. Fewer budgets requests are expected in the second year. Second year requests that will be considered are ones that; Any budget~~

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requests that will be considered are ones that; will come with revenue offsets;

- a. are accompanied by expense reductions, or that;
- b. are required by law; or
- c. are necessitated by market/environment changes that happened since the last budget adoption

E. Through its financial plan, the City will strive to maintain **Structural Balance**; ensuring basic service levels are predictable and cost effective. A balance should be maintained between the services provided and the local economy's ability to pay.

F. The City will strive to improve productivity, though not by the single-minded pursuit of cost savings. The concept of productivity should emphasize the importance of **quantity** and **quality** of output as well as **quantity** of resource input.

G. General Fund budget surplus should be used for capital projects.

PART II - ECONOMIC DEVELOPMENT GRANT POLICY (ADOPTED JUNE 15, 2017)

Annually, the City will allocate up to \$50,000 to be used towards retaining and growing existing businesses, and attracting and promoting new organizations that will fulfill key priority goals of the City's Biennial Strategic Plans and General Plan. Funding will be available for relocation and/or expansion of current businesses, and new business start-up costs only.

A. ED Grant Distribution Criteria

Applications will be evaluated on the following criteria in order to be eligible for an ED Grant:

Criteria #1: The organization must demonstrate a sound business plan that strongly supports the Goals of the City Economic Development Plan.

Criteria # 2: The organization must commit to and demonstrate the ability to do business in the City limits for a duration of no less than three years. Funding cannot be used for one-time events.

Criteria #3: The organization must produce items or provide services that are consistent with the Economic Development Work Plan and align with the City's General Plan to enhance the safety, health, prosperity, moral well-being, peace, order, comfort, or convenience of the inhabitants of the City. The organization must either conditionally agree to participate in or to expand programs or services, or otherwise provide evidence of existing services and initiatives consistent with the goals stated in Park City's Biennial Strategic Plan in the sectors of: Housing, Transportation, and Energy.

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Criteria #4 : The organization must demonstrate substantial contribution to the central goals of the City's General Plan, including specific and significant commitment to the majority of the main sectors of:

- a. Fostering a strong sense of community vitality and vibrancy;
- b. Respecting and conserving the natural environment;
- c. Promoting balanced, managed, and sustainable growth;
- d. Supporting and promoting diversity in people, housing and affordability;
- e. Supporting a diverse, stable, and sustainable economy;
- f. Preserving a strong sense of place, character, and heritage.

Criteria #5: Fiscal Stability and Other Financial Support: The organization must have the following: (1) A clear description of how public funds will be used and accounted for; (2) Other funding sources that can be used to leverage resources; (3) A sound financial plan that demonstrates managerial and fiscal competence.

Criteria #6: The organization can forecast at the time of application the ability to achieve direct or indirect economic/tax benefits equal to or greater than the City's contribution.

Criteria #7: The organization should show a positive contribution to diversifying the local economy by increasing year-round business opportunities, creating new jobs, and increasing the local tax base.

The City's Economic Development Program Committee will review all applications and submit a recommendation to City Council, who will have final authority in judging whether an applicant meets these criteria.

B. Economic Development Grant Fund Appropriations

The City currently allocates economic development funds from the Lower Park RDA (\$20,000), the General Fund (\$10,000), and the Main Street RDA (\$20,000). Of these funds, no more than \$50,000 per annum will be available for ED Grants. Unspent fund balances at the end of a year will not be carried forward to future years.

C. ED Grant Categories

ED Grants will be placed in three potential categories:

1. **Business Relocation Assistance:** This category of grants will be available for assisting an organization with relocation and new office set-up costs. Expenses covered through an ED Grant include but are not limited to: moving costs, leased space costs, fixtures/furnishings/ and equipment related to setting up office space within the City limits.

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2. **New Business Start-up Assistance:** This category of grants will be available for assisting a new organization or business with new office set-up costs. Expenses covered through an ED Grant include but are not limited to: leased office space costs, fixtures/furnishings/ and equipment related to setting up office space within the City limits.
3. **Business Expansion Assistance:** This category of grants will be available for assisting an organization or business with expansion costs. These expansions should increase square footage, increase year-round jobs in City limits and/or increase tax revenue; and/or demonstrate a venture into an area considered a diversification of our economic base.

D. Application Process

Application forms may be downloaded from the City's www.parkcity.org website, are available via email from the Economic Development Manager, or are available within the Economic Development Office of City Hall. Applications will be evaluated and awarded on a quarterly basis.

E. Deadlines

All applications for Economic Development Grants must be received no later than the following dates each year to be eligible for quarterly consideration;

- 1Q – Second Friday in August for the end of the First Quarter (September 30th)
- 2Q – Second Friday in November for the end of the Second Quarter (Dec. 31st)
- 3Q – Second Friday in February for the end of the Third Quarter (March 31th)
- 4Q – Second Friday in May for the end of the Fourth Quarter (June 30th)

The City Council will consider in a public meeting any application received by each of the quarterly deadlines within 6 weeks. Extraordinary requests outside the scheduled application process may be considered, unless otherwise directed by Council.

Extraordinary requests received must meet all of the following criteria to be considered:

1. The request must meet all of the normal Public Service Fund Distribution Criteria and qualify under the Economic Development Grant criteria;
2. The applicant must show that the requested funds represent an immediate fiscal need that could not have been anticipated before the deadline; and
3. The applicant must demonstrate significant consequences of not being able to wait for the next quarterly review.

F. Award Process

The disbursement of the ED Grants shall be administered pursuant to applications and criteria established by the Economic Development Department, and awarded by the City

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Council consistent with this policy and upon the determination that the appropriation is necessary and appropriate to accomplish the economic goals of the City.

ED Grants funds will be appropriated through processes separate from the biennial Special Service Contract and ongoing Rent Contribution and Historic Preservation process.

The Economic Development Program Committee will review all applications on a quarterly basis, and forward a recommendation to City Council for authorization. All potential awards of grants will be publicly noticed 14 days ahead of a City Council action.

Nothing in this policy shall create a binding contract or obligation of the City. Individual ED Grant Contracts may vary from contract to contract at the discretion of the City Council. Any award of a contract is valid only for the term specified therein and shall not constitute a promise of future award. The City reserves the right to reject any and all proposals, and to waive any technical deficiency at its sole discretion. Members of the City Council, the Economic Development Program Committee, and any advisory board, Task Force or special committee with the power to make recommendations regarding ED Contracts are ineligible to apply for such Contracts. City Departments are also ineligible to apply for ED Contracts. All submittals shall be public records in accordance with government records regulations ("GRAMA") unless otherwise designated by the applicant pursuant to UCA Section 63-2-308, as amended.

PART III - VENTURE FUND

~~In each of the Budgets since FY1990, the City Council has authorized a sum of money to encourage innovation and to realize opportunities not anticipated in the regular program budgets. The current budget includes \$50,000 in each of the next two years for this purpose. The City Manager is to administer the money, awarding it to programs or projects within the municipal structure (the money is not to be made available to outside groups or agencies). Generally, employees are to propose expenditures that could save the City money or improve the delivery of services. The City Manager will evaluate the proposal based on the likelihood of a positive return on the "investment," the availability of matching money from the department, and the advantage of immediate action. Proposals requiring more than \$10,000 from the Venture Fund must be approved by the City Council prior to expenditure.~~

PART IV - OPERATING CONTINGENCY ACCOUNTS

In accordance with sound budgeting principles, a certain portion of the annual operating budget is set aside for contingency or unanticipated cost necessary to fulfill the objectives of Council and the City's goals and mission, including emergencies and disasters. The following policy outlines the parameters and circumstances under which contingency funding is to be administered:

A. Access to General Contingency Funds

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Monies set aside in the general contingency account shall be accessible for the following purposes. In the event that there are insufficient contingency funds to satisfy all claims on the funding, the City shall strive to allocate funding according to priority order: Top Priority - Purpose #1; 2nd Priority - Purpose #2; Last Priority - Purpose #3.

1. Ensure that the City satisfies State mandated budget requirements
 - a. This purpose may include, but is not necessarily limited to, the following scenarios:
 - i. The City realizes less than the anticipated and budget personnel vacancy
 - ii. One or more budget functions (as recognized by the state auditor) exceed budgeted expenditure levels in a fiscal year
 - iii. Other non-compliances with state budget requirements which could be resolved through utilization of contingency budget
 - b. The City Manager is authorized to approve requests under this section for any expense under \$15,000. Any item over \$15,000 that is not anticipated in the current budget is subject to Council approval (see Purchasing Policy).
2. Enable the City to meet Council directed levels of service despite significant shifts in circumstances unforeseen when the budget was adopted
 - a. These circumstances may include, but are not necessarily limited to, the following:
 - i. A significant increase in the cost of goods or contracted services
 - ii. Large fluctuations in customer or user demand
 - iii. Organizational changes requiring short-term or bridge solutions to meet existing LOS
 - iv. Large-scale mechanical or equipment failure requiring immediate replacement
 - v. Other unforeseen changes to the cost of providing City services
 - b. Requests for use of contingency funds under this section must be submitted in writing to the City Manager and the Budget Department with justification clearly detailed
 - c. The City Manager is authorized to approve requests under this section for any expense under \$15,000. Any item over \$15,000 that is not anticipated in the current budget is subject to Council approval (see Purchasing Policy).
3. Facilitate Council directed increases in level of service in the short term
 - a. Council may direct staff to use contingency funds for purposes of initiating an increased level of service in the middle of a budget year or for capital projects not previously funded in the 5-Year Capital Improvement Plan
 - b. Long term funding for increased levels of service should be identified in the budget process
 - c. All requests for ongoing level of service increases should pass through the Request for Elevated Level of Service (RELS) process and the Budgeting for Outcomes (BFO) framework, whether the funding source is contingency or another source

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- d. The City Manager is authorized to approve requests under this section for any expense under \$15,000, following direction from the City Council to expand levels of service. Any item over \$15,000 that is not anticipated in the current budget is subject to Council approval (see Purchasing Policy).

B. Access to Emergency Contingency Funds

Monies set aside in the Emergency Contingency account shall be accessible for the following purposes:

1. Unforeseen emergencies or disasters that require immediate response and incur short to mid-term unbudgeted expenses up to \$100,000. Emergency Contingency funds are targeted at small to moderate incidents that incur immediate funding needs for actions such as, but not limited to, debris removal, flood mitigation measures, wildfire response, severe weather, pandemics, water service disruptions and extended Emergency Operations Center (EOC) mobilization. Larger disaster funding requirements will be addressed by the City Council's ability to exceed the budget in a declared emergency (Utah 10-6-129. Uniform Fiscal Procedures Act for Utah Cities - Emergency expenditures).
2. In the case of emergency expenditures may be authorized by the Emergency Manager up to \$2,500, the Chief of Police up to \$5,000, the Finance Manager up to \$100,000 and the City Manager beyond \$100,000. In addition, since the emergency contingency budget is capped at \$100,000, any transaction over this amount will need City Council's approval unless another funding source is identified.

C. Monitoring

1. The Budget Department will monitor all expenditure from contingency accounts monthly, ensuring that access to the account is compliant with the above procedures.
2. Total expenses in the General Contingency account may not exceed 50% of the budgeted contingency prior to June 30 without the approval of the City Manager. On or after June 30, expenses may be coded to this account in excess of 50% of budgeted levels, but not to exceed 100% of the adjusted budget.

PART V - RECESSION/ REVENUE SHORTFALL PLAN

- A. The City has established a plan, including definitions, policies, and procedures to address financial conditions that could result in a net shortfall of resources as compared to requirements. The Plan is divided into the following three components:

1. **Indicators** which serve as warnings that potential budgetary impacts are increasing in probability. The City will monitor key revenue sources such as sales tax, property tax, and building activity, as well as inflation factors and national and state trends.

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2. **Phases** which will serve to classify and communicate the severity of the situation, as well as identify the actions to be taken at the given phase.
3. **Actions** which are the preplanned steps to be taken in order to prudently address and counteract the anticipated shortfall.

B. The recession plan and classification of the severity of the economic downturn will be used in conjunction with the City's policy regarding the importance of maintaining revenues to address economic uncertainties. As always, the City will look to ensure that revenues are calculated adequately to provide an appropriate level of city services. As any recessionary impact reduces the City's projected revenues, corrective action will increase proportionately. Following is a summary of the phase classifications and the corresponding actions to be taken.

1. **Level 1 - ALERT:** An anticipated net reduction in available projected revenues from 1% up to 5%. The actions associated with this phase would best be described as delaying expenditures where reasonably possible, while maintaining the "Same Level" of service. Each department will be responsible for monitoring its individual budgets to ensure only essential expenditures are made.
2. **Level 2 - MINOR:** A reduction in projected revenues in excess of 5%, but less than 15%. The objective at this level is still to maintain "Same Level" of service where possible. Actions associated with this level would be as follows:
 - a. Implementing the previously determined "Same Level" Budget.
 - b. Intensifying the review process for large items such as contract services, consulting services, and capital expenditures, including capital improvements. Previously approved capital project expenditures which rely on General Fund surplus for funding should be subject to review by the Budget Department.
 - c. Closely scrutinizing hiring for vacant positions, delaying the recruitment process, and using temporary help to fill in where possible (soft freeze). The City Manager will review all personnel action with heightened scrutiny, including career development and interim reorganizations, to ensure consistency and equitable application of the soft freeze across the organization.
 - d. Closely monitoring and reducing expenditures for travel, seminars, retreats, and bonuses.
 - e. Identifying expenditures that would result in a 5% cut to departmental operating budgets while still maintaining the same level of service where possible.
 - f. Reprioritizing capital projects with the intent to de-obligate non-critical capital projects.
 - g. Limit access to contingency funds.
3. **Level 3 - MODERATE:** A reduction in projected revenues in excess of 15%, but less than 30%. Initiating cuts of service levels by doing the following:
 - a. Requiring greater justification for large expenditures.
 - b. Deferring non-critical capital expenditures.
 - c. Reducing CIP appropriations from the affected fund.
 - d. Hiring to fill vacant positions only with special justification and authorization.

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- e. Identifying expenditures that would result in a 10% cut to departmental operating budgets while trying to minimize service level impacts where possible.
 - f. Eliminate access to contingency funds.
4. **Level 4 - MAJOR:** A reduction in projected revenues of 30% to 50%. Implementation of major service cuts.
- a. Instituting a hiring freeze.
 - b. Reducing the Part-time Non-Benefited and Seasonal work force.
 - c. Deferring merit wage increases.
 - d. Further reducing capital expenditures.
 - e. Preparing a strategy for reduction in force.
5. **Level 5 - CRISIS:** A reduction in projected revenues in excess of 50%.
- a. Implementing reduction in force or other personnel cost-reduction strategies.
 - b. Eliminating programs.
 - c. Deferring indefinitely capital improvements.
- C. If an economic uncertainty is expected to last for consecutive years, the cumulative effect of the projected reduction in reserves will be used for determining the appropriate phase and corresponding actions.

PART VI – GRANT POLICY

In an effort to give some uniformity and centralization to the grants administration process for the City, the Budget Department has drafted the following guidelines for all grants applied for or received by Park City departments.

A. Application Process

Departments are encouraged to seek out and apply for any suitable grants. The Budget, Debt, & Grants Department is available to assist City departments in the search and application process. Whereas departments are encouraged to work side-by-side with the Budget Department in the application process, they are required at a minimum to communicate their intention to apply for a grant to the Budget Department. They are further required to send a copy of the finalized grant application to the Budget Department.

B. Executing a Grant

In the event of a successful grant application, the grantee department must notify the Budget Department immediately to schedule a meeting to discuss the grant administration strategy. All grants require approval by the Budget Manager before grant execution. If a check is sent by the granting entity to the grantee department, that check should be forwarded to the Budget Department and not deposited by the grantee department. It will be the Budget Department's responsibility to assure that all grant money is appropriately accounted for.

The Budget Department will create detailed physical and electronic files that include the

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following information provided by the grantee department

1. A copy of the grant application
2. The notice of award
3. Copies of invoices and expense documentation
4. Copies of checks received from the granting entity
5. Copies of significant communication (emails, letters, etc.) regarding the grant
6. Contact information for the granting entity
7. Contact information for project/program managers

Because many grants have varying regulations, terms, and deadlines, the Budget Department will assume the responsibility to meet those terms and monitoring requirements. The Budget Department will also track remaining balances on reimbursement-style grants. Information such as current balances, important deadlines, etc. will be provided to grantee departments on a regular basis or upon request. This centralized maintenance of grant documents will simplify grant queries and audits.

C. Budgeting for a Grant

Generally, operating and capital budgets will not be increased to account for a grant before the grant is awarded. Any department that receives a grant should fill out a budget option during the regular budget process. The option should be to increase either their operating or capital budget (depending on the grant specifications) for the appropriate year by the amount of the grant. The Budget Department will share the responsibility for seeing that the grant is budgeted correctly.

D. Spending Money against a Grant

When a department is ready to spend grant funds on a particular qualifying expense, they are to send copies of invoices for that expense to the Budget Department within one week of receiving the invoice. If the grant is a reimbursement-style grant, the Budget Department will manage the necessary drawdown requests. The Budget Department will provide departments with a report of the grant balance after each expense and/or drawdown. In the case that a reimbursement check is sent to the grantee department, it should be forwarded to the Budget Department for proper monitoring and accounting.

E. Closing a Grant

Some grants have specific close-out requirements. The Budget Department is responsible for meeting those terms and may call on grantee departments for specific information needed in the close-out process.

Many departments are already following a similar process for their grants and have found it to be a much more efficient practice than the often chaotic alternatives. Of course, no policy is one-size-fits-all, so some grants may not fit into the program. In that case, an alternative plan will be worked out through a meeting with the Budget Department directly following the award of the grant.

PART VII – MONTHLY BUDGET MONITORING

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In order to make Park City Municipal more fiscally proficient it is important to monitor the budget more closely and regularly. This will make the entire city more accountable. The goal is to work on focusing City efforts of budgeting in six areas: monitoring, reporting, analysis, discussion, training, and review. This policy outlines the monthly budget monitoring process in three different areas of responsibility: Budget Department, Departmental Managers, and Teams (Managerial Groups).

A. Monitoring

1. Budget Department - The department sends out emails to all managers on a weekly basis, detailing any overages or concerns the department has. In the event a department exceeds its monthly allotment a meeting will be set up with the Budget Department and the manager in charge of the department's budget to discuss the reasons for the overage and a plan for recovery.
2. Managers - Managers are in charge of their own budgets and are required to monitor it throughout the year using the supplied tools.
3. Teams - Team members will act in an advisory role to help or assist other managers with their budgets as well as strategize the sharing of resources to help cover shortages in the short-term.

B. Reporting

1. Budget Department
 - The department analyzes and disperses a monthly monitoring report that details expenditures over revenues by fund for council and the city manager to view.
 - The department analyzes and disperses a report which shows detailed personnel expenses (budgeted vs. actual) on a position by position basis.
 - The department created an up-to-date **monthly budget** for each department available on the citywide shared drive. This report requires minimal training by the budget department in order to fully understand it. Basically, it implements the concept of a monthly budget in the current annual budget setup by dividing the year into twelve periods. These periods are allotted a certain amount of budget based on past expenditures for those months—this will account for seasonality of certain departments' budgets. This electronic report assists managers in monitoring and analyzing their own budgets throughout the year.
 - The department analyzes and disperses any kind of report requested by departmental managers such as Detail Reports, Custom Reports, etc.
2. **Managers** - Managers review their emails and budget reports offered by the Budget Department. If problems or questions arise it is imperative that managers discuss these issues with the Budget Department and their team in a timely fashion, thereby helping

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to ease the budget option process at the end of the fiscal year. Where possible, departmental analysts charged with budget responsibilities should have a thorough knowledge of the content of these reports and be able to understand and use them appropriately. The Budget Department will rely on departmental managers and analysts to identify and communicate any report errors or inadequacies.

3. **Teams** - Team members should also look for any problems on budget reports and discuss them with the Budget Department if necessary or with other team members.

C. Analysis

1. **Budget Department** - As far as analysis, the department acts as more of a resource than anything else—helping out managers with specific questions and/or concerns. The Budget Department is always analyzing and breaking down the overall citywide budget, but general analysis of individual departments is the responsibility of the managers. Of course, the Budget Department will lend its resources and expertise for purposes of budget analysis upon the request of the departmental manager.
2. **Managers** - Managers are expected to know the status of their budget at all times as well as understand the primary drivers which may cause shortages. Managers should analyze the data provided by the Budget Department throughout the fiscal year with the help of monthly monitoring, personnel, department-specific, and detail reports to assist them in managing their budgets. Managers set their own budget during the budget season by determining current expenditures (and revenues) and forecasting them for the remaining fiscal year as well as the following one. This process also helps managers to determine budget options at the beginning of the calendar year.
3. **Teams** - Team members assist other managers on budget concerns and share ideas on how to make budgeting more efficient.

D. Discussion

1. **Budget Department** - The Budget Department meets with managers on a monthly basis when there are major issues or problems with their budgets upon request. It is expected that the department meets with teams on a quarterly basis to go over budgeting issues within the teams.
2. **Managers** - Managers will meet with the Budget Department whenever issues arise within their own budgets. Managers will also go over a general overview of their budget with their teams in preparation for the budget season's priority list of options.
3. **Teams** - Team members may assist other managers with any budget concerns. At quarterly team meetings teams should discuss budget concerns, including possible budget options, the necessity of shared resources, etc.

E. Training

1. **Budget Department** - The Budget Department will train all managers and selected analysts in the details of the new monthly monitoring program as well as clarify any other general questions regarding the budget and the budget process. The goal here is

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to make the managers aware of all the tools they need and how to use them. (One hour budget tools training to be offered semi-annually.)

2. **Managers** - It will be up to the managers to become well-versed on the monthly budgeting program as well as their own budgets.
3. **Teams** - Team members will become well-versed on the monthly budgeting program and discuss with other managers any questions or problems. To the extent that further training is required, teams should request specific training to be given by the Budget Dept at quarterly meetings.

F. Review

1. **Budget Department** - There is a performance measure for the Budget Department establishing the goal of coming in within budget for the entire city. A question regarding the Budget Department's usefulness as a budget monitoring resource will be included on the Internal Service Survey, which will directly affect the Budget Officer's performance review.
2. **Managers** - A new performance measure is included for each department establishing the goal of coming in within budget.
3. **Teams** - Team members will take part in 360 reviews of managers that includes a section for fiscal responsibility in their job description. This allows team members to consider a manager's fiscal performance in the context of extenuating circumstances.

CHAPTER 2 - REVENUE MANAGEMENT

PART I - GENERAL REVENUE MANAGEMENT

- A.** The City will seek to maintain a diversified and stable revenue base to protect it from short- term fluctuations in any one revenue source.
- B.** The City will make all current expenditures with current revenues, avoiding procedures that balance current budgets by postponing needed expenditures, accruing future revenues, or rolling over short-term debt.

PART II - ENTERPRISE FUND FEES AND RATES

- A.** The City will set fees and rates at levels that fully cover the total direct and indirect costs, including debt service, of the Water and Golf enterprise programs.
- B.** The City will cover all transit program operating costs, including equipment replacement, with resources generated from the transit sales tax, business license fees, fare revenue, federal and state transit funds, and not more than 1/4 of 1 percent of the resort/city sales tax, without any other general fund contribution. Parking operations will be funded through parking related revenues and the remaining portion of the resort/city sales tax not used by the transit operation. The City will take steps to ensure revenues specifically for transit (transit tax and business license) will not be used for parking operations. The administrative charge paid to the general fund will be set to cover the full amount identified by the cost allocation plan.
- C.** The City will review and adjust enterprise fees and rate structures as required to ensure they remain appropriate and equitable.

PART III - INVESTMENTS

A. Policy

It is the policy of the Park City Municipal Corporation (PCMC) and its appointed Treasurer to invest public funds in a manner that ensures maximum safety provides adequate liquidity to meet all operating requirements, and achieve the highest possible investment return consistent with the primary objectives of safety and liquidity. The investment of funds shall comply with applicable statutory provisions, including the State Money Management Act, the rules of the State Money Management Council and rules of pertinent bond resolutions or indentures, or other pertinent legal restrictions.

B. Scope

This investment policy applies to funds held in City accounts for the purpose of providing City Services. Specifically, this Policy applies to the City's General Fund, Enterprise

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Funds, and Capital Project Funds. Trust and Agency Funds shall be invested in the State of Utah Public Treasurer's Investment Pool.

C. Prudence

Investments shall be made with judgment and care under circumstances then prevailing which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment considering the probable safety of their capital and the probable income to be derived.

The standard of prudence to be used by the Treasurer shall be applied in the context of managing an overall portfolio. The Treasurer, acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided derivations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

D. Objective

The City's primary investment objective is to achieve a reasonable rate of return while minimizing the potential for capital losses arising from market changes or issuer default. So, the following factors will be considered, in priority order, to determine individual investment placements: safety, liquidity, and yield.

1. **Safety:** Safety of principal is the foremost objective of the investment program. Investments of the Park City Municipal Corporation shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, diversification is required in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio.
2. **Liquidity:** The Park City Municipal Corporation's investment portfolio will remain sufficiently liquid to enable the PCMC to meet all operating requirements which might be reasonably anticipated.
3. **Return on Investment:** The PCMC's investment portfolio shall be designed with the objective of attaining a rate of return throughout budgetary and economic cycles, commensurate with the PCMC's investment risk constraints and the cash flow characteristics of the portfolio.

E. Delegation of Authority

Investments and cash management will be the responsibility of the City Treasurer or his designee. The City Council grants the City Treasurer authority to manage the City's investment policy. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Treasurer. The Treasurer shall be responsible for all transaction undertaken and shall establish a system of controls to regulate the activities of subordinate officials.

F. Ethics and Conflicts of Interest

The Treasurer is expected to conduct himself in a professional manner and within ethical

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guidelines as established by City and State laws. The Treasurer shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. The Treasurer and other employees shall disclose to the City Manager any material financial institutions that conduct business within this jurisdiction, and they shall further disclose any large personal financial/investment positions that could be related to the performance of the PCMC, particularly with regard to the time of purchase and sales.

G. Authorized Financial Dealers and Institutions

Investments shall be made only with certified dealers. “Certified dealer” means: (1) a primary dealer recognized by the Federal Reserve Bank of New York who is certified by the Utah Money Management Council as having met the applicable criteria of council rule; or (2) a broker dealer as defined by Section 51-7-3 of the Utah Money Management Act.

H. Authorized and Suitable Investments

Authorized deposits or investments made by PCMC may be invested only in accordance with the Utah Money Management Act (Section 51-7-11) as follows:

1. The Public Treasurer’s Investment Fund (PTIF)
2. Collateralized Repurchase Agreements
3. Reverse Repurchase agreements
4. First Tier Commercial Paper
5. Banker Acceptances
6. Fixed Rate negotiable deposits issued by qualified depositories
7. United States Treasury Bills, notes and bonds

Obligations other than mortgage pools and other mortgage derivative products issued by the following agencies or instrumentalities of the United States in which a market is made by a primary reporting government securities dealer:

1. Federal Farm Credit Banks
2. Federal Home Loan Banks
3. Federal National Mortgage Association
4. Student Loan Marketing Association
5. Federal Home Loan Mortgage Corporation
6. Federal Agriculture Mortgage Corporation
7. Tennessee Valley Authority
8. Fixed rate corporate obligations that are rated “A” or higher
9. Other investments as permitted by the Money Management Act

I. Investment Pools

A thorough investigation of the Utah Public Treasurer’s Investment Fund (PTIF) is required on a continual basis. The PCMC Treasurer shall have the following questions and issues addressed annually by the PTIF:

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1. A description of eligible investment securities, and a written statement of investment policy and objectives.
2. A description of interest calculations and how it is distributed, and how gains and losses are treated.
3. A description of how the securities are safeguarded (including the settlement process), and how often are the securities priced and the program audited.
4. A description of who may invest in the program, how often and what size deposit and withdrawal.
5. A schedule for receiving statements and portfolio listings.
6. Are reserves, retained earnings, etc. utilized by the pool/fund?
7. A fee schedule, and when and how is it assessed.
8. Is the pool/fund eligible for bond proceeds and/or will it except such proceeds.

J. Safekeeping and Custody

All securities shall be conducted on a delivery versus payment basis to the PCMC's bank. The bank custodian shall have custody of all securities purchased and the Treasurer shall hold all evidence of deposits and investments of public funds.

K. Diversification

PCMC will diversify its investments by security type and institution. With the exception of U.S. Treasury securities and authorized pools, no more than 50 percent of the PCMC's total investment portfolio will be invested in a single security type.

L. Maximum Maturities

The term of investments executed by the Treasurer may not exceed the period of availability of the funds to be invested. The maximum maturity of any security shall not exceed five years. The City's investment strategy shall be active and monitored monthly by the Treasurer and reported quarterly to the City Council. The investment strategy will satisfy the City's investment objectives.

M. Internal Control

The Treasurer shall establish an annual process of independent review by an external auditor. This review will provide internal control by assuring compliance with policies and procedures.

N. Performance Standards

The investment portfolio shall be designed with the objective of obtaining a rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and the cash flow needs. The City's investment strategy is active. Given this strategy, the basis used by the Treasurer to determine whether market yields are being achieved by investments other than those in the PTIF will be the monthly yield of the PTIF.

O. Reporting

The Treasurer shall provide to the City Council quarterly investment reports which provide a clear picture of the current status of the investment portfolio. The quarterly

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reports should contain the following:

1. A listing of individual securities held at the end of the reporting period
2. Average life and final maturity of all investments listed
3. Coupon, discount, or earnings rate
4. Par Value, Amortized Book Value and Market Value
5. Percentage of the portfolio represented by each investment category

The City's annual financial audit shall report the City's portfolio in a manner consistent with the Governmental Accounting Standards Board (GASB) market based requirements that go into effect in June of 1997.

P. Investment Policy Adoption

As part of its ~~two-year~~ annual budget process, the City Council shall adopt the investment policy every two years.

PART IV - SALVAGE POLICY

This policy establishes specific procedures and instructions for the disposition of surplus property. Surplus property is defined as any property that a department no longer needs for their day to day operations.

Personal Property of Park City Municipal Corporation is a fixed asset. It is important that accurate accounting of fixed assets is current. Personal property, as defined by this policy will include, but not limited to rolling stock, machinery, furniture, tools, and electronic equipment. This property has been purchased with public money. It is important that the funds derived from the sale be accounted for as disposed property.

A. Responsibility for Property Inventory Control

It is the responsibilities of the Finance Manager to maintain an inventory for all personal property. The Finance Manager will be responsible for the disposition of all personal property. The Finance Manager will assist in the disposition of all personal property.

B. Disposition of an Asset

Department heads shall identify surplus personal property within the possession of their departments and report such property to the Finance Manager for consideration. The department head should clearly identify age, value, comprehensive description, condition and location. The Finance Manager will notify departments sixty (60) days in advance of pending surplus property sales.

C. Conveyance for Value

The transfer of City-owned personal property shall be the responsibility of the Finance Manager. Conveyance of property shall be based upon the highest and best economic return to the City, except that surplus City-owned property may be offered preferentially to units of government, non-profit or public organizations. The highest and best economic return

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to the city shall be estimated by one or more of the following methods in priority order:

1. Public auction
2. Sealed competitive bids
3. Evaluation by qualified and disinterested consultant
4. Professional publications and valuation services
5. Informal market survey by the Finance Manager in case of items of personal property possessing readily, discernable market value

Sales of City personal property shall be based, whenever possible, upon competitive sealed bids or at public auction. Public auctions may be conducted on-site or through an internet- based auction site at the determination of the Finance Manager. The Finance Manager may, however waive this requirement when the value of the property has been estimated by an alternate method specified as follows:

1. The value of the property is considered negligible in relation to the cost of sale by bid or public auction;
2. Sale by bidding procedure or public auction are deemed unlikely to produce a competitive bid;
3. Circumstances indicate that bidding or sale at public auction will not be in the best interest of the City; or,
4. The value of the property is less than \$50.

In all cases the City will maintain the right to reject any or all bids or offers.

D. Revenue

All monies derived from the sale of personal property shall be credited to the general fund of the City, unless the property was purchased with money derived from an enterprise fund, or an internal service fund, in which case, the money shall be deposited in the general revenue account of the enterprise or internal service fund from which the original purchase was made.

E. Advertising Sealed Bids

A notice of intent to dispose of surplus City property shall appear in two separate publications at least one week in advance in the Park Record. Notices shall also be posted at the public information bulletin board at Marsac.

F. Employee Participation

City employees and their direct family members are not eligible to participate in the disposal of surplus property unless;

1. Property is offered at public auction
2. If sealed bids are required and no bids are received from general public, a re-bidding may occur with employee participation

G. Surplus Property Exclusion

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The Park City Library receives property, books, magazines, and other items as donations from the public. Books, magazines, software, and other items can be disposed from the library's general collection through the Friends of the Library. The Friends of the Library is a nonprofit organization which sponsors an ongoing public sale open to the public located at the public Library for Park City residents.

H. Compliance

Failure to comply with any part of this policy may result in disciplinary action.

PART V - COMPREHENSIVE FINANCIAL MANAGEMENT PLAN

To provide the City with the opportunity to identify and resolve financial problems before, rather than after, they occur, the City intends to develop a strategy for fiscal independence. The proposed outline for this plan is below.

A. Scope of Plan

1. A financial review, including the following:
 - a. Cost-allocation plan
 - b. Revenue handbook (identifying current and potential revenues)
 - c. City financial trends (revenues & expenditures)
 - d. Performance Measures and Benchmarks
2. Budget reserve policies
3. Long Range Capital Improvement Plan
 - a. Project identification and prioritization
 - b. CIP financing plan
4. Rate and fee increases
5. Other related and contributing plans and policies
 - a. Water Management
 - b. Flood Management
 - c. Parking Management
 - d. Budget
 - e. Pavement Management
 - f. Property Management
 - g. Facilities Master Plan
 - h. Recreation Master Plan

B. Assumptions

1. Growth
 - a. Population
 - b. Resort
2. Inflation

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3. Current service levels
 - c. Are they adequate?
 - d. Are they adequately funded?
4. Minimum reserve levels (fund balances)
5. Property tax increases (When?)

C. Findings, Conclusions, and Recommendations

1. Current financial condition and trends
2. Capital Improvement Program
3. Projected financial trends
4. General operations
5. Capital improvements
6. Debt management

PART VI - RESERVES

A. General Overview:

1. Over the next two years the City will do the following:
 - a. Maintain the General Fund Balance at approximately the legal maximum.
 - b. Continue to fund the Equipment Replacement Fund at 100%.
 - c. Strive to build a balance in the Enterprise Funds equal to at least 20% of operating expenditures.

This level is considered the minimum level necessary to maintain the City's credit worthiness and to adequately provide for the following:

- a. Economic uncertainties, local disasters, and other financial hardships or downturns in the local or national economy.
 - b. Contingencies for unseen operating or capital needs.
 - c. Cash flow requirements.
2. The Council may designate specific fund balance levels for future development of capital projects that it has determined to be in the best long-term interests of the City.
3. In addition to the designations noted above, fund balance levels will be sufficient to meet the following:
 - a. Funding requirements for projects approved in prior years that are carried forward into the new year.
 - b. Debt service reserve requirements.
 - c. Reserves for encumbrances
 - d. Other reserves or designations required by contractual obligations or generally accepted accounting principles.

4. In the General Fund, any fund balance in excess of projected balance at year end will be appropriated to the current year budget as necessary. The money will be allocated to building the reserve for capital expenditures, including funding equipment replacement reserves and other capital projects determined to be in the best long-term interest of the City.

B. General Fund:

Section 10-6-116 of the Utah Code limits the accumulated balance or reserves that may be retained in the General Fund. The use of the balance is restricted as well. With the advent of Senate Bill 158 from the 2013 General Session, the maximum balance retained allowed increased from 18 percent to 25 percent of total, estimated, fund revenues and may be used for the following purposes only: (1) to provide working capital to finance expenditures from the beginning of the budget year until other revenue sources are collected; (2) to provide resources to meet emergency expenditures in the event of fire, flood, earthquake, etc.; and (3) to cover a pending year-end excess of expenditures over revenues from unavoidable shortfalls in revenues. For budget purposes, any balance that is greater than 5 percent of the total revenues of the General Fund may be used. The General Fund balance reserve is a very important factor in the City's ability to respond to emergencies and unavoidable revenue shortfalls. Alternative uses of the excess fund balance must be carefully weighed.

The City Council may appropriate fund balance as needed to balance the budget for the current fiscal year in compliance with State Law. Second, a provision will be made to transfer any remaining General Fund balance to the City's CIP Fund. These one-time revenues are designated to be used for one-time capital project needs in the City's Five Year CIP plan. Any amount above an anticipated surplus will be dedicated to completing current projects, ensuring the maintenance of existing infrastructure, or securing funding for previously-identified needs. The revenues should not be used for new capital projects or programming needs.

C. Capital Improvements Fund

1. The City may, in any budget year, appropriate from estimated revenues or fund balances to a reserve for capital improvements for the purpose of financing future specific capital improvements under a formal long-range capital plan adopted by the governing body. Thus the City will establish and maintain an Equipment Replacement Capital Improvement Fund to provide a means for timely replacement of vehicles and equipment. The amount added to this fund, by annual appropriation, will be the amount required to maintain the fund at the approved level after credit for the sale of surplus equipment and interest earned by the fund.
2. As allowed by Utah State Code (§ 9-4-914) the City will retain at least \$5 million in the Five-Year CIP, ensuring the ability to repay bond obligations as well as maintain a high bond rating. The importance of reserves from a credit standpoint

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is essential, especially during times of economic uncertainty. Reserves will provide a measure of financial flexibility to react to budget shortfalls in a timely manner as well as an increased ability to issue debt without insurance.

D. Enterprise Funds

1. The City may accumulate funds as it deems appropriate.

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CHAPTER 3 - CAPITAL IMPROVEMENTS

PART I - CAPITAL IMPROVEMENT MANAGEMENT

- A.** The public Capital Improvement Plan (CIP) will include the following:
1. Public improvements that cost more than \$10,000.
 2. Capital purchases of new vehicles or equipment (other than the replacement of existing vehicles or equipment) that cost more than \$10,000.
 3. Capital replacement of vehicles or equipment that individually cost more than \$50,000.
 4. Any project that is to be funded from building-related impact fees.
 5. Alteration, ordinary repair, or maintenance necessary to preserve a public improvement (other than vehicles or equipment) that cost more than \$20,000.
- B.** The purpose of the CIP is to systematically plan, schedule, and finance capital projects to ensure cost-effectiveness, as well as conformance with established policies. The CIP is a five year plan, reflecting a balance between capital replacement projects that repair, replace, or enhance existing facilities, equipment or infrastructure and capital facility projects that significantly expand or add to the City's existing fixed assets.
- C.** Development impact fees are collected and used to offset certain direct impacts of new construction in Park City. Park City has imposed impact fees since the early 1980s.

Following Governor Leavitt's veto of Senate Bill 95, the 1995 State Legislature approved revised legislation to define the use of fees imposed to mitigate the impact of new development. Park City's fees were adjusted to conform to restrictions on their use. The fees were revised again by the legislature in 1997. The City has conducted an impact fee study and CIP reflects the findings of the study. During the budget review process, adjustments to impact fee related projects may need to be made. Fees are collected to pay for capital facilities owned and operated by the City (including land and water rights) and to address impacts of new development on the following service areas: water, streets, public safety, recreation, and open space/parks. The fees are not used for general operation or maintenance. The fees are established following a systematic assessment of the capital facilities required to serve new development. The city will account for these fees to ensure that they are spent within six years, and only for eligible capital facilities. In general, the fees first collected will be the first spent.

PART II - CAPITAL FINANCING AND DEBT MANAGEMENT

Capital Financing

- A.** The City will consider the use of debt financing only for one-time, capital improvement projects and only under the following circumstances:

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1. When the project's useful life will exceed the term of the financing.
 2. When project revenues or specific resources will be sufficient to service the long-term debt.
- B.** Debt financing will not be considered appropriate for any recurring purpose such as current operating and maintenance expenditures. The issuance of short-term instruments such as revenue, tax, or bond anticipation notes is excluded from this limitation.
- C.** Capital improvements will be financed primarily through user fees, service charges, assessments, special taxes, or developer agreements when benefits can be specifically attributed to users of the facility.
- D.** The City recently passed a second bond election for \$10,000,000 to preserve Open Space in Park City. This bond was the second general obligation bond passed in five years and represents the second general obligation bond passed by the city for Open Space with an approval rate of over 80 percent, the highest approval of any Open Space Bond in the United States.
- E.** The City will use the following criteria to evaluate pay-as-you-go versus long-term financing for capital improvement funding:
1. Factors That Favor Pay-As-You-Go:
 - a. When current revenues and adequate fund balances are available or when project phasing can be accomplished.
 - b. When debt levels adversely affect the City's credit rating.
 - c. When market conditions are unstable or present difficulties in marketing.
 2. Factors That Favor Long-Term Financing:
 - a. When revenues available for debt service are deemed to be sufficient and reliable so that long-term financing can be marketed with investment grade credit ratings.
 - b. When the project securing the financing is of the type which will support an investment grade credit rating.
 - c. When market conditions present favorable interest rates and demand for City financing.
 - d. When a project is mandated by state or federal requirements and current revenues and available fund balances are insufficient.
 - e. When the project is immediately required to meet or relieve capacity needs.
 - f. When the life of the project or asset financed is 10 years or longer.

PART III - ASSET MANAGEMENT POLICY

A. Purpose

The objective of the Asset Management Plan is to establish a fund and a fixed replenishment amount from operations revenues to that fund from which the City may draw for replacement, renewal, and major improvements of capital facilities. The fund should be sufficient to ensure that assets are effectively and efficiently supporting the operations and objectives of the City. The Asset Management Plan is an integral part of the City's long-term plan to replace and renew the City's primary assets in a fiscally responsible manner.

Goals of the Program:

1. Protect assets
2. Prolong the life of systems and components
3. Improve the comfort of building environments
4. Prepare for future needs

B. Management

A project is designated in the Five-year capital plan to which annual contributions are made from the General Fund for asset management. The amount to be contributed should be based on a 10-year plan, to be updated every fifth year, which outlines the anticipated replacement and repair needs for each of the City's major assets. In addition, 0.5 percent of the value of each of the major assets should be contributed annually to the project. The unspent contributions will carry forward in the budget each year, with the interest earned on that amount to be appropriated to the project as well.

A project manager will be appointed by the City Manager, with the responsibility of monitoring the progress of the fund, assuring a sufficient balance for the fund, controlling expenditures out of the fund, managing scheduled projects and associated contracts, making necessary budget requests, and updating the 10-year plan. In addition, a standing committee should be formed consisting of representatives from Public Works, Budget, Debt & Grants, and Sustainability which will convene only to resolve future issues or disputes involving this policy, requests for funding, or the Asset Management Plan in general.

C. Accessing Funds

When funds need to be accessed, a request should be turned in to the project manager. If the expense is on the replacement schedule as outlined in the 10-year plan or is a reasonably related expense under \$10,000 (according to the discretion of the project manager), the project manager should approve it. Otherwise, the Asset Management Committee should be convened to consider the request and decide whether it is an appropriate use of funds.

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Requests that should require approval of the Asset Management Committee include:

1. Expenses not anticipated in the 10-year plan, which are in excess of
2. \$10,000.
3. Upgrades in technology or quality
4. Renovations, additions, or improvements that incorporate non-existing assets

PART IV - NEIGHBOURHOOD CIPREQUESTS POLICY

Staff will use this policy for considering and prioritizing CIP requests from Park City neighborhood and business districts.

A. Submission of petition to the Executive Office

1. Must be from a representative number of households/businesses of a given subdivision, business district, or a registered owners association. Accurate contact information and names of each petitioner must be provided along with designation of one primary contact person or agent.
2. Define Boundary - Who does the petition represent? Is it inclusive to a specific neighborhood or business district? Explain why assessment area should be limited or expanded.
3. Define issues - What is being requested?
4. Deadline – In order to be considered for the upcoming fiscal year, the petition must be submitted by the end of the calendar year.

B. Initial Internal Review

1. Identify staff project manager.
2. Present petition to Traffic Calming & Neighborhood Assessment Committee. Meeting called within one month of petition being submitted.
3. Define and verify appropriate, basic levels of service are being provided. If they are not, provide:
 - a. Health, safety, welfare
 - b. Staff's available resources and relative workload
 - c. Minimum budget thresholds not exceeded (below \$20k pre-budgeted – no council approval needed)
4. Define enhanced levels of service that are requested. Are these consistent with Council goals and priorities? If so, continue to step # 3.

C. Initial Communication to Council (Managers Report)

1. Inform Council of request for assistance - outlines specific issues/requests.
2. Inform Council of any basic service(s) Staff has begun to provide.

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3. No input or direction from Council will be requested at this time.

D. Comprehensive Internal Review

1. Assemble background/history & existing conditions. Identify all participants, relevant City ordinances, approval timeline, other pertinent agreements/studies & factors, etc.
2. Criteria to analyze request - What should be done and with what rationale?
 - a. Verify requested services are consistent with Council goals and priorities.
 - b. Cost/Benefit Analysis - Define budgetary implications of providing Enhanced level of services:
 - i. Define need & costs for any additional technical review
 - ii. Define initial capital improvement costs
 - iii. Define annual, ongoing maintenance and operational costs
 - iv. Gather input from City department identified as responsible for each individual item as listed
 - v. Identify available resources & relative workload

E. Initiate Public Forum (Applicant & Staff partnership)

1. Neighborhood meeting(s) - Create consensus from petitioner and general public
2. Identify issues and potential solutions:
 - a. Identify what we can accomplish based on funding availability
 - b. Use cost/benefit analysis to prioritize applicant's wish list
 - c. Funding partner – any district that receives “enhanced” levels of service should be an active participant in funding or, participate in identification of a funding source other than City budget
3. Identify agreeable solutions suited for recommendation for funding assistance

F. Communication to Council (Work Session or Managers Report)

1. Receive authorization for technical review - using “outside” consultants if necessary
2. Identify prioritized project wish list (unfunded)
3. Identify funding source for each item; or move to CIP committee review as “yet to be funded project” for prioritization comparison
4. Council decision whether or not to include in budget
5. Spring of each year, consistent with budget policies of reviewing all new requests at once.

CHAPTER 4 - INTERNAL SERVICE POLICY

PART I - HUMAN RESOURCE MANAGEMENT

- A.** The City will manage the growth of the regular employee work force without reducing levels of service or augmenting ongoing regular programs with Seasonal employees, except as provided in sections E and F below.
- B.** The budget will fully appropriate the resources needed for authorized regular staffing and limit programs to the regular staffing authorized.
- C.** Staffing and contract service cost ceilings will limit total expenditures for regular employees, Part-time Non-Benefited employees, Seasonal employees, and independent contractors hired to provide operating and maintenance services.
- D.** Regular employees will be the core work force and the preferred means of staffing ongoing, year-round program activities that should be performed by City employees, rather than independent contractors. The City will strive to provide competitive compensation and benefit schedules for its authorized regular work force. Each regular employee will do the following:
 - 1.** Fill an authorized regular position.
 - 2.** Receive salary and benefits consistent with the compensation plan.
- E.** To manage the growth of the regular work force and overall staffing costs, the City will follow these procedures:
 - 1.** The City Council will authorize all regular positions.
 - 2.** The Human Resources Department will coordinate and approve the hiring of all Full-time Regular, Part-time Non-Benefited, and Seasonal employees.
 - 3.** All requests for additional regular positions will include evaluations of the following:
 - a.** The necessity, term, and expected results of the proposed activity.
 - b.** Staffing and materials costs including salary, benefits, equipment, uniforms, clerical support, and facilities.
 - c.** The ability of private industry to provide the proposed service.
 - d.** Additional revenues or cost savings that may be realized.
 - 4.** Periodically, and prior to any request for additional regular positions, programs will be evaluated to determine if they can be accomplished with fewer regular employees.
- F.** Part-time Non-Benefited and Seasonal employees will include all employees other than regular employees, elected officials, and volunteers. Part-time Non-Benefited and Seasonal employees will augment regular City staffing only as extra-help employees. The City will encourage the use of Part-time Non-Benefited and Seasonal employees to meet

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peak workload requirements, fill interim vacancies, and accomplish tasks where less than regular, year-round staffing is required.

- G. Contract employees will be defined as temporary employees with written contracts and may receive approved benefits depending on hourly requirements and length of contract. Generally, contract employees will be used for medium-term projects (generally between six months and two years), programs, or activities requiring specialized or augmented levels of staffing for a specific period of time. Contract employees will occasionally be used to staff programs with unusual operational characteristics or certification requirements, such as the golf program. The services of contract employees will be discontinued upon completion of the assigned project, program, or activity. Accordingly, contract employees will not be used for services that are anticipated to be delivered on an ongoing basis except as described above.
- H. The hiring of Seasonal employees will not be used as an incremental method for expanding the City's regular work force.
- I. Independent contractors will not be considered City employees. Independent contractors may be used in the following two situations:
 - 1. Short-term, peak work load assignments to be accomplished through the use of personnel contracted through an outside temporary employment agency (OEA). In this situation, it is anticipated that the work of OEA employees will be closely monitored by City staff and minimal training will be required; however, they will always be considered the employees of the OEA, and not the City. All placements through an OEA will be coordinated through the Human Resources Department and subject to the approval of the Human Resources Manager.
 - 2. Construction of public works projects and the provision of operating, maintenance, or specialized professional services not routinely performed by City employees. Such services will be provided without close supervision by City staff, and the required methods, skills, and equipment will generally be determined and provided by the contractor.

PART II - PROGRAM AND RESOURCE ANALYSIS

(Note – The Program and Resource Analysis was completed in FY 2002. The following information constitutes the final report and includes all of the major recommendations. It is included in the Policies and Objectives as a guide for future decisions.)

The City Council has financial planning as a top priority. This goal includes “identifying and resolving financial problems before, rather than after, they occur.” During the FY2001 budget process, Council directed staff to conduct a citywide analysis of the services and programs the City offers. The purpose of the Program and Resource Analysis is to provide a basis for understanding and implementing long-term financial planning for Park City Municipal Corporation (PCMC). The study has and will continue to inform the community of the fiscal

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issues facing the City and to provide Council and the community with tools to help make critical policy decisions for Park City's future.

The Program and Resource Analysis was split into six topics, with an employee task force responsible for each topic. In total, more than 40 employees volunteered and participated in the analysis, representing every department in the City. Each task force included about six employees and was chaired by a senior or mid-manager.

The Employee Steering Committee (ESC) was formed to coordinate with the various committees to insure no overlap occurred and to provide assistance in reviewing policy recommendations. In addition to employees of PCMC, members of the Citizens Technical Advisory Committee (CTAC) and of the City Council Liaison Committee (CCLC) were instrumental with the study.

CTAC consists of three representatives from the community to examine staff recommendations and to be a link between staff and the citizens of Park City. At the time of the original study this group worked with Program Service Level and Expenditure Committee (SLAC), the Recreation Report, and ESC.

They advised these groups by providing an outside professional perspective that enriched discussions and add private sector insight. Since that time Council has continued to use the expertise of CTAC. Staff recommends that when appropriate, Council should appoint technical committees such as CTAC to assist with projects and analysis.

The CCLC was made up of two City Council members who served as liaisons between the City Council and the ESC. They attended ESC meetings and were able to comment and question the various group representatives on the ESC.

The six topics covered by this study are outlined and summarized below.

Resort Economy and General Plan Element (A)

This group examined the local economy and how it affects municipal finances and presented an update of the City General Plan.

Program Service Levels and Expenditures (B)

This group assessed the services, programs, and departments to analyze citywide increases in costs as they relate to the growth in the economy. It identified the services provided by Park City. After the analysis, the group was able to provide City Council with information regarding the level and scope of services provided by the City in the past and present, so as to change future expenditure patterns to better meet the needs of the City. (This particular analysis was instrumental in the development of Park City's current Performance Measurement program.)

Revenues and Assets (C)

This group examined PCMC's current and potential revenue sources. To do this analysis, it reviewed long-range revenue forecasts and policies and considered how the city could use its assets to maximize output. Some of the specific areas it looked at were taxes, economic impacts from special events, and general fund services fees.

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Capital Improvement Program (CIP) (D)

This group reviewed all the CIP project funding. It determined whether current project priorities that were identified through a comprehensive public prioritization process in 1999 are still appropriate. It ranked new projects to be added to the CIP and identified projects to be completed prior to the Olympics.

Intergovernmental Programs (E)

This group focused on the current and potential interactions of PCMC with other agencies. It did the following: (1) examined how well the interlocal agreements worked and about developing guidelines for such agreements, (2) determined whether PCMC should combine services and functions, and (3) addressed the creation of a policy that establishes a process for grants application and administration.

Non-Departmental/Inter-fund (F)

This group had two primary tasks. The first was to review the interaction between different City funds, which resulted in participation on the Recreation Fund Study Subcommittee. The second was to be responsible for making a recommendation to the City Manager regarding the two-year pay plan.

The Steering Committee for the Program and Resource Analysis recommended that the Council consider the following conclusions and policy recommendations as part of the budget process. The findings were subsequently included as a permanent part of the Budget Document and will continue to serve as guidance for future decisions.

A. Resort Economy and General Plan Element

Resort Economy: Wikstrom Economic & Planning Consultants conducted a study in 2000 showing that Park City is indeed a resort economy and receives more in revenues from tourism than it spends on tourists. The Wikstrom Report states the following (the report was updated in 2003 and reflects current figures):

Tourist-related revenues already outpace tourist-related expenditures in Park City, even without increasing tourist revenue streams. Our analysis indicates that visitors generate roughly 71 percent of all general fund revenues (not including inter-fund transactions), while roughly 40 percent of general fund expenditures are attributable to tourists. Therefore, based on information provided by the Utah League of Cities and Towns, Park City currently expends roughly \$3,561 for each existing full-time resident for selected services. Seventy one percent of this revenue, or \$2,528 per capita, is attributable to tourists, while forty percent, or \$1,424 goes to tourist-related costs, leaving a net gain of \$1,104 per capita that pays for activities that are not tourist-related. This benefit is seen in such areas as road maintenance, snow removal, libraries, technology and telecommunications, community and economic development, police services and golf and recreation programs. With an estimated population of 8,500 persons, Park City receives a direct net benefit of nearly \$9 million from tourism.

Staff recommends Council take actions that preserve or enhance Park City's resort

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economy.

B. Program Service Levels and Expenditures

1. New/growth related service levels: Provision of new/growth related services should be offset with new or growth related revenues or a corresponding reduction in service costs in other areas.
2. Fee Dependent Services: If fees do not cover the services provided, Council should consider which of the following actions to take: (1) reduce services; (2) increase fees; or (3) determine the appropriate subsidy level of the General Fund.
3. Consider all requests at once: Council should consider requests for service level enhancements or increases together, rather than in isolation.
4. Consider ongoing costs associated with one-time purchases/expenditures: Significant ongoing costs, such as insurance, taxes, utilities, and maintenance should be determined before an initial purchase is made or a capital project is constructed. Capital and program decisions should not be made until staff has provided a five-year analysis of ongoing maintenance and operational costs.
5. Re-evaluate decisions: Political, economic, and legal changes necessitate reevaluation to ensure Council goals are being met. Staff and Council should ~~use the first year of the two-year budget process to review programs.~~ review programs as part of the annual budget process.
6. Analyze the people served: With a changing population, staff should periodically reassess the number of people (permanent residents' verses visitor population) served with each program.
7. Evaluate the role of boards and commissions relating to service levels: The City Council should encourage boards and commissions to consider the economic impacts of recommendations and incorporate findings into policy direction.
8. New service implementation: Prior to implementing a new service, the City Council should consider a full assessment of staffing and funding requirements.
9. Provide clear City Council direction: City Council should achieve a clear consensus and provide specific direction before enhancing or expanding service.
10. Benchmarking and performance measurement: The City should strive to measure its output and performance. Some departments have established performance measures.

C. Revenues and Assets

1. Building and Planning Fees: Staff has identified revenues that can be increased, and recommends increasing building and planning fees this year.
2. Sewer Franchise Fee: Staff recommends imposing a franchise fee on the sewer district. The City can charge up to a 6 percent franchise fee on the sewer district.
3. Other revenues: Staff has identified the following as additional General Fund revenues, but does not recommend an increase at this time (Transit Room Tax, Sales Tax, and Property Tax).
4. Special Events: Staff does not recommend increasing fees for special events.
5. Assets: Although Staff identified assets that could be sold; it does not recommend a sale of assets at this time.

D. Capital Improvement Program

1. Prioritized capital projects: Council should adopt the prioritized capital projects during the budget process.
2. Project manager for each capital project: Staff recommends each capital project to be assigned to a project manager at the manager level (unless otherwise directed).
3. Peer review: Staff recommends managers and related agencies offer appropriate peer review to identify and to plan for operating costs before projects are taken to Council.
4. Value Engineering: Staff recommends maintaining a dialogue with suppliers, contractors, and designers to ensure cost-effective projects.
5. Projects with a possible art component: Staff recommends the project manager to determine the necessity, selection, and placement of art on a project by project basis as funding, timing, complexity, and appropriateness may warrant.

E. Intergovernmental Programs

1. Regional Transit: The City should participate in the development of a regional transit action plan.
2. Recreation MOU: The City should decide whether to renew the Memorandum of Understanding with Snyderville Basin Recreation District or to discontinue it.
3. Communications: Staff recommends the decision of whether to combine Park City's and Summit County's communications systems be postponed until a decision on the City's role in the Countywide Communications Study is made.
4. Grants Policy: Staff recommends Council adopts a budget policy, outlining a comprehensive grants process that insures continuity in grants administration and access to alternative sources of funding.

F. Non-Departmental/Inter-fund

1. Employee Compensation Plan: Staff recommends Council adopt the pay plan as presented in this budget.
2. Recreation Fund: Staff endorses the findings and recommendations of the Recreation Analysis completed in February 2001.
3. Water Fund: Staff recommends a focus group be formed in the near future to research the feasibility of implementing a franchise tax on water usage.
4. Self-Insurance Fund: Staff recommends leaving the reserve as it currently is, but consider using the reserve fund to pay insurance premiums, rather than using inter-fund transfers from each of the operating budgets. This recommendation has been implemented.

G. Recreation Analysis

1. Fund Structure: The Wikstrom Report recommends continuing to use the enterprise fund if cost allocation procedures are established that clearly track the use of subsidy monies and individual program costs.

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2. Indirect Costs: The Wikstrom Report recommends further evaluation of indirect costs, since present accounting methods do not clearly do so.
3. Adult Programs: The report identified adult programs as an area where policy direction should be received. Specifically, should all adult programs be required to cover their direct costs and indirect costs? Should all adult programs be held to the same standard of cost recovery, or should some programs be required to recover a higher level of costs than others? What level of subsidy is appropriate, on a per user basis, for adult programs? At what point should an existing adult program be eliminated? What criteria should be used in this decision?
4. CTAC Adult Programming: CTAC questioned the practice of subsidizing adult programs. A recommendation came forward from that group suggesting that all youth activities be moved into the General Fund with adult programs remaining in the enterprise fund without a subsidy.
5. Youth Programs: Should all youth programs be held to the same standard of cost recovery, or should some programs be required to recover a higher level of costs than others? What level of subsidy is appropriate, on a per user basis, for youth programs? Is the City willing to subsidize indirect costs of SBRD youth participants in order to increase the quality of life for Park City youth? At what point should an existing youth program be eliminated? What criteria should be used in this decision? Should all youth programs be held to the same standard or should there be a different standard for team sports as opposed to individual sports such as tennis or swimming?
6. Potential Revenue and Capital Funding Alternatives: Currently capital replacement of the Recreation Facility is funded with an unidentified revenue source. Wikstrom posed several policy questions intended to more fully understand this issue, such as the following: Is the City willing to institute a municipal transient room tax with a portion of the revenues dedicated to funding recreation? Is the City willing to request an increase in the resort tax to the legal limit of 1.5 percent, which is a ballot issue and requires voter approval? Is the City willing to request voter approval for a general obligation bond in the amount of roughly \$2 million?

H. Miscellaneous Analysis

1. A comprehensive analysis on the Water Fund is currently underway. The study includes a rate study and fee analysis. The intent of the study is to insure the City has the ability to provide for the present and future water needs (This analysis was updated in 2003 and again in 2004. The City Manager's recommended budget for FY 2005 will incorporate changes to the Water Fund as a result.)
2. Analyses to establish market levels and to study the financial condition of the Golf Fund were conducted in 2000 and 2001. An evaluation of the fund by Staff in spring 2004 revealed that additional changes to fees and expenditures are necessary. Staff was will also conduct an in-depth analysis of the course and its operations (including a discussion of the course's underlying philosophy) beginning later this summer.

PART III - COST ALLOCATION PLAN

The City has developed a Cost Allocation Plan detailing the current costs of services to internal users (e.g., fees, rates, user charges, grants, etc.). This plan was developed in recognition of the need to identify overhead or indirect costs, allocated to enterprise funds and grants and to develop a program which will match revenue against expenses for general fund departments which have user charges, regulatory fees, licenses, or permits. This plan will be used as the basis for determining the administrative charge to enterprise operations and capital improvement projects.

Anticipated future actions include the following:

- A.** Maintain a computerized system (driven from the City's budget system) that utilizes the basic concepts and methods used in cost allocation plans.
- B.** Fine-tune the methods of cost allocation to ensure the fair and equitable distribution of cost.
- C.** Develop guidelines for the use and maintenance of the plan.
 - 1.** Long Range Capital Improvement Plan
 - a. Project identification and prioritization
 - b. CIP financing plan
 - 2.** Rate and fee increases
 - 3.** Other related and contributing plans and policies
 - a. Water Management
 - b. Flood Management
 - c. Parking Management

CHAPTER 5 - CONTRACTS & PURCHASING POLICY

PART I - PUBLIC SERVICE CONTRACTS (AMENDED MAY 2020)

As part of the budget process, the City Council appropriates funds to contract with organizations offering services consistent with the needs and goals of the City. Depending upon the type of service category, payment terms of the contracts may take the form of cash payment and/or offset fees or rent relating to City property in exchange for value-in-kind services. The use of the public service contracts will typically be for specific services rendered in an amount consistent with the current fair market value of said services.

A. Public Service Fund Distribution Criteria

In order to be eligible for a public service contract in Fund Categories 1-3, organizations must meet the following criteria:

- 1. Criterion 1:** Accountability and Sustainability of Organization - The organization must have the following:
 - Quantifiable goals and objectives.
 - Non-discrimination in providing programs or services.
 - Cooperation with existing related programs and community service.
 - Compliance with the City contract.
 - Federally recognized not-for-profit status.
- 2. Criterion 2:** Program Need and Specific City Benefit - The organization must have the following:
 - A clear demonstration of public benefit and provision of direct services to City residents.
 - A demonstrated need for the program or activity. Special Service Funds may not be used for one-time events, scholarship-type activities or the purchase of equipment.
- 3. Criterion 3:** Fiscal Stability and Other Financial Support - The organization must have the following:
 - A clear description of how public funds will be used and accounted for
 - Other funding sources that can be used to leverage resources.
 - A sound financial plan that demonstrates managerial and fiscal competence.
 - A history of performing in a financially competent manner.
- 4. Criterion 4:** Fair Market Value of the Services - The fair market value of services included in the public service contract should equal or exceed the total amount of compensation from the City unless outweighed by demonstrated intangible benefits.

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B. Total Public Service Fund Appropriations

The City may appropriate up to 1 percent of the City's total budget for public service contracts for the Special Service Contract and Rent Contribution Categories described below. In addition, the City appropriates specific dollar amounts from other funds specifically related to Historic Preservation as described below.

C. Fund Categories and Percentage Allocations

For the purpose of distributing Public Service Funds, public service contracts are placed into the following categories:

- 1. Special Service Contracts**

- a) Regular Services – To be determined by Council discretion

- 2. Rent Contribution**

- 3. Historic Preservation**

A percentage of the total budget (which shall not exceed 1 percent) is allocated for contracts in the Special Service Contract and Rent Contribution categories by the City Council. A specific dollar amount is allocated to Historic Preservation and the Historic Preservation Grant Program based up on funds available from the various Redevelopment Agencies and the General Fund.

The category percentage allocation could vary from year-to-year, depending on Council discretion. In addition, as the City's budget fluctuates (up or down) due to economic conditions, the dollar amounts applied to each category may fluctuate proportionally. Unspent fund balances at the end of a year will not be carried forward to future years. It is the intent of the City Council to appropriate funds for specific ongoing community services and not fund one-time projects or programs.

D. Special Service Contracts

A portion of the budget will be designated for service contracts relating to services that would otherwise be provided by the City. Special services that fall into this category would include, but not be limited to the following: community art & culture, childhood education, medical treatment, emergency assistance, food pantry, housing outreach & education, and safe haven. ~~More categories will be added to social equity services based off of the Social Equity Strategic Plan.~~ To the extent possible, individual special services will be delineated in the budget.

~~Service providers are eligible to apply for a special service contract every biennial budget process, with the exception of innovation grants which could run from one to three years.~~

The City will award special service contracts through a competitive bid process administered by the Service Contract Subcommittee and City Staff. The City reserves the right to accept, reject, or rebid any service contracts that are not deemed to meet the needs of the community or the contractual goals of the service contract.

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Each special service provider will have a special service contract with a term of ~~four~~one to four years, depending on the type of contract. ~~Half of the total contract amount will be available each year~~. Eighty percent of each annual appropriation will be available at the beginning of the fiscal year, with the remaining 20 -percent to be distributed upon demonstration through performance measures (quality and quantity) that the program has provided public services meeting its goals as delineated in the ~~public~~special service contract. The disbursement of all appropriations will be contingent upon council approval. Special service providers will be required to submit current budgets and evidence of contract compliance (as determined by the contract) by ~~March 31~~ the given deadline of the first contract year.

The City reserves the right to appoint a citizen's task force to assist in the competitive selection process. The task force will be selected on an ad hoc basis by the Service Contract Subcommittee.

All special service contract proposals must be consistent with the criteria listed in this policy, in particular criterion 1-4.

Innovation Grants: City council intends to provide the community with a meaningful venue to deliver unique and innovative ideas focused on tackling the City's challenges. These solutions may focus on the Community Critical Priorities of energy, housing, transportation, and social equity, but may be related to any initiative the City deems worthwhile. Grants would provide an organization with seed money to create programs or start initiatives, but would not serve as a long-term funding solution for non-profits. Innovation grants will typically have distributions ranging from 1-3 years.

Deadlines: All proposals for Special Service Contracts must be received no later than ~~March 31~~the given deadline. A competitive bidding process conducted according to the bidding guidelines of the City may set forth additional application requirements. If there are unallocated funds, extraordinary requests may be considered every six months ~~during the two-year budget cycle~~, unless otherwise directed by Council.

Extraordinary requests received after this deadline must meet all of the following criteria to be considered:

1. The request must meet all of the normal Public Service Fund Distribution Criteria and qualify under one of the existing Special Service Contract categories;
2. The applicant must show that the requested funds represent an unexpected fiscal need that could not have been anticipated before the deadline; and
3. The applicant must demonstrate that other possible funding sources have been exhausted.

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E. Rent Contribution

A portion of the Special Service Contract funds will be used as a rent contribution for organizations occupying City-owned property and providing services consistent with criterion 1-4 pursuant to the needs and goals of the City. To the extent possible, individual rent contributions will be delineated in the budget. Rent contributions will usually be memorialized by a lease agreement with a term of five years or less, unless otherwise approved by City Council.

The City is required to make rent contributions to the Park City Building Authority for buildings that it occupies. Qualified Organizations may enter into a lease with the City to occupy City space at a reduced rental rate pursuant to criterion 1-4. The difference between the reduced rental rate and the rate paid to the Park City Building Authority will be funded by the rent contribution amount. Rent Contribution lease agreements will not exceed five years in length unless otherwise directed by the City Council. Please note that this policy only applies when a reduced rental rate is being offered. This policy does not apply to lease arrangements at "market" rates.

F. Historic Preservation

Each year, the City Council may appropriate a specific dollar amount relating to historic preservation. The City Council will appropriate the funding for these expenditures during the annual budget process. The funding source for this category is the Lower Park Avenue, the Main Street RDA, and the General Fund. The City Council hereby authorizes the Historic District Grant Program. The disbursement of the funds shall be administered pursuant to the Historic District Grant Program pursuant to applications and criteria established by the Planning Department, and awarded by the Planning Department except that City Council approval shall be required for disbursement amounts greater than

\$25,000. In instances where another organization is involved, a contract delineating the services will be required. Projects involving city property or partnerships shall be limited to Category A. Repair funds, remaining end of fiscal year funds, or funds allocated via the General Fund through the separate Budgeting for Outcomes (BFO) annual process.

G. Exceptions

Rent Contribution and Historic Preservation funds will be appropriated through processes separate from the biennial Special Service Contract process and when deemed necessary by City Council or its designee.

The Service Contract Sub-Committee has the discretion as to which categories individual organizations or endeavors are placed. Any percentage changes to the General Fund categories described above must be approved by the City Council. All final decisions relating to public service funding are at the discretion of the City Council.

Nothing in this policy shall create a binding contract or obligation of the City. Individual Service Contracts may vary from contract to contract at the discretion of the City Council. Any award of a service contract is valid only for the term specified therein and shall not constitute a promise of future award. The City Council reserves the right to reject any and

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all proposals, and to waive any technical deficiency at its sole discretion. Members of the City Council, the Service Contract Sub-Committee, and any Advisory Board, Commission or special committee with the power to make recommendations regarding Public Service Contracts are ineligible to apply for such Public Service Contracts, including historic preservation funds. City Departments are also ineligible to apply for Public Service Contracts. The ineligibility of Advisory Board, Commission and special committee members shall only apply to the category of Public Service Contracts that such advisory Board, Commission and special committee provides recommendations to the City Council. All submittals shall be public records in accordance with government records regulations (“GRAMA”) unless otherwise designated by the applicant pursuant to UCA Section 63-2-308, as amended.

PART II - CONTRACTING AND PURCHASING POLICY

A. Purpose

These rules are intended to provide a systematic and uniform method of purchasing goods and services for the City. The purpose of these rules is to ensure that purchases made and services contracted are in the best interest of the public and acquired in a cost-effective manner.

Authority of Manager: The City Manager or designate shall be responsible for the following:

1. Ensure all purchases for services comply with these rules;
2. Review and approve all purchases of the City;
3. Establish and amend procedures for the efficient and economical management of the contracting and purchasing functions authorized by these rules. Such procedures shall be in writing and on file in the office of the manager as a public record;
4. Maintain accurate and sufficient records concerning all City purchases and contracts for services;
5. Maintain a list of contractors for public improvements and personal services who have made themselves known to the City and are interested in soliciting City business;
6. Make recommendations to the City Council concerning amendments to these rules.

B. Definitions

Building Improvement: The construction or repair of a public building or structure (Utah Code 11-39-101).

City: Park City Municipal Corporation and all other reporting entities

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controlled by or dependent upon the City's governing body, the City Council.

Contract: An agreement for the continuous delivery of goods and/or services over a period of time greater than 15 days.

CPI: The Consumer Price Index for All Urban Consumers as published by the Bureau of Labor Statistics of the United States Department of Labor.

Local Business: a business having:

- a. A commercial office, store, distribution center or other place of business located within the boundaries of Summit County, with an intent to remain on a permanent basis;
- b. A current County or City business license; and
- c. At least one employee physically present at the local business outlet.

Local Bidder: A Local Business submitting a bid on a Park City Public Works Project or Building Improvement

Manager: City Manager or designee.

Public Works Project: The construction of a park, recreational facility, pipeline, culvert, dam, canal, or other system for water, sewage, storm water, or flood control (Utah Code 11-39-101). "Public Works Project" does not include the replacement or repair of existing infrastructure on private property (Utah Code 11-39-101), or emergency work, minor alteration, ordinary repair, or maintenance necessary to preserve a public improvement (such as lowering or repairing water mains; making connections with water mains; grading, repairing, or maintaining streets, sidewalks, bridges, culverts or conduits).

Purchase: The acquisition of goods (supplies, equipment, etc.) in a single transaction such that payment is made prior to receiving or upon receipt of the goods.

C. General Policy

1. All City purchases for goods and services and contracts for goods and services shall be subject to these rules.
2. No contract or purchase shall be so arranged, fragmented, or divided with the purpose or intent to circumvent these rules. All thresholds specified in this policy are to be applied to the total cost of a contract over the entire term of the contract, as opposed to annualized amounts.
3. City departments shall not engage in any manner of barter or trade when procuring goods and services from entities both public and private.
4. No purchase shall be contracted for, or made, unless sufficient funds have been budgeted in the year in which funds have been appropriated.

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5. Subject to federal, state, and local procurement laws when applicable, reasonable attempts should be made to support Park City businesses by purchasing goods and services through local vendors and service providers.
6. All reasonable attempts shall be made to publicize anticipated purchases or contracts in excess of \$15,000 to known vendors, contractors, and suppliers.
7. All reasonable attempts shall be made to obtain at least three written quotations on all purchases of capital assets and services in excess of \$15,000.
8. When it is advantageous to the City, annual contracts for services and supplies regularly purchased should be initiated.
9. All purchases and contracts must be approved by the manager or their designee unless otherwise specified in these rules.
10. All contracts for services shall be approved as to form by the city attorney.
11. The following items require City Council approval unless otherwise exempted in these following rules:
 - a. All contracts (as defined) with cumulative total over \$25,000
 - b. All contracts and purchases awarded through the formal bidding process.
 - c. Any item over \$15,000 that is not anticipated in the current budget.
 - d. Accumulated "Change Orders" which would overall increase a previously council approved contract by:
 - i. the lesser of 20% or \$25,000 for contracts of \$250,000 or less
 - ii. more than 10% for contracts over \$250,000.
 - iii. any change order that causes the contract to exceed the above amounts, must go to council for approval.
12. Acquisition of the following Items must be awarded through the formal bidding process:
 - a. All contracts for building improvements over the amount specified by state code, specifically:
 - i. for the year 2003, \$40,000
 - ii. for each year after 2003, the amount of the bid limit for the previous year, plus an amount calculated by multiplying the amount of the bid limit for the previous year by the lesser of 3% or the actual percent change in the CPI during the previous calendar year.
 - b. All contracts for public works projects over the amount specified by state code, specifically:

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- i.** for the year 2003, \$125,000 (\$176,559 for FY15)
 - ii.** for each year after 2003, the amount of the bid limit for the previous year, plus an amount calculated by multiplying the amount of the bid limit for the previous year by the lesser of 3% or the actual percent change in the CPI during the previous calendar year.
 - c.** Contracts for grading, clearing, demolition or construction in excess of \$2,500 undertaken by the Community Redevelopment Agency.
- 13.** The following items require a cost benefit analysis where there is a quantifiable return on investment as defined by the Budget, Debt, and Grants Department before approved:
 - a.** All contracts, projects and purchases over \$25,000
 - b.** All contracts and purchases awarded through the formal bidding process.
 - c.** Any item over \$15,000 that is not anticipated in the current budget process.
- 14.** City Employees or anyone acting on behalf of the City may not receive or accept any gift or loan if the gift or loan could influence a reasonable person in the discharge of the person's official duties including but not limited to the granting of City contracts. This prohibition does not apply to any occasional non-pecuniary (non-cash equivalent) gifts with a value less than \$50. Employees must abide by PCMC 3-1-4.
- 15.** All RFPs must be advertised on the Park City website.

D. Exceptions

Certain contracts for goods and services shall be exempt from bidding provisions. The manager shall determine whether or not a particular contract or purchase is exempt as set forth herein.

- 1.** Emergency contracts which require prompt execution of the contract because of an imminent threat to the safety or welfare of the public, of public property, or of private property; circumstances which place the City or its officers and agents in a position of serious legal liability; or circumstances which are likely to cause the City to suffer financial harm or loss, the gravity of which clearly outweighs the benefits of competitive bidding in the usual manner. The City Council shall be notified of any emergency contract which would have normally required their approval as soon as reasonably possible. Consult the Emergency Manager regarding purchases for disaster events.
- 2.** Projects that are acquired, expanded, or improved under the "Municipal Building Authority Act" are not subject to competitive bidding requirements.
- 3.** Purchases made from grant funds must comply with all provisions of

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the grant.

4. Purchases from companies approved to participate in Utah State Division of Purchasing and General Services agreements and contracts are not subject to competitive bidding requirements.
5. Purchases made via public auction.
6. Purchases from local government purchasing pools in which the City is a participant as approved by a resolution of the City Council.

E. General Rules

1. **Purchases of Materials, Supplies and Services** are those items regularly purchased and consumed by the City. These items include, but are not limited to, office supplies, janitorial supplies, and maintenance contracts for repairs to equipment, asphalt, printing services, postage, fertilizers, pipes, fittings, and uniforms. These items are normally budgeted within the operating budgets. Purchases of this type do not require "formal" competitive quotations or bids. However, for purchases in excess of \$15,000 all reasonable attempts shall be made to obtain at least three written quotations and to notify via the City website any local businesses that, in the normal course of business, provide the materials, supplies or services required by the City. A written record of the source and the amount of the quotations must be kept.
2. **Purchases of Capital Assets** are "equipment type" items which would be included in a fixed asset accounting system having a material life of three years or more and costing in excess of \$5,000. These items are normally budgeted within
the normal operating budgets. Purchases of this type do not require "formal" bids. All reasonable attempts shall be made to obtain at least three written quotations on all purchases of this type in excess of \$15,000. A written record of the source and the amount of the quotations must be kept. A reasonable attempt will be made to notify via the City website any local businesses that, in the normal course of business, sells the equipment required by the City.
3. **Contracts for Professional Services** are usually contracts for services performed by an independent contractor, in a professional capacity, who produces a service predominately of an intangible nature. These include, but are not limited to, the services of an attorney, physician, engineer, accountant, architectural consultant, dentist, artist, appraiser or photographer. Professional service contracts are exempt from competitive bidding. All reasonable attempts shall be made to obtain at least three written quotations on all contracts exceeding \$15,000 and to notify via the City website any local businesses that, in the normal course of business, provide the service required by the City. A written

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record of the source and the amount of the quotations must be kept.

The selection of professional service contracts in an amount exceeding \$25,000 shall be based on a formal documented evaluation process such as Request for Proposals (RFP), Statement of Qualifications (SOQ), Qualification Based Selection (QBS), etc. The evaluation process should include an objective assessment, preferably by multiple reviewers, of the services needed, the abilities of the contractors, the uniqueness of the service, the cost of the service, and the general performance of the contractor. Special consideration may also be given to local businesses during the evaluation in instances where knowledge of local issues, geography, statutes, etc., may enhance the quality of service rendered.

The lowest quote need not necessarily be the successful contractor. Usually, emphasis will be placed on quality, with cost being the deciding factor when everything else is equal. The manager shall determine which contracts are professional service contracts. Major professional service contracts (\$25,000 and over) must be approved by the City Council.

4. **Contracts for Public Improvements** are usually those contracts for the construction or major repair of roads, highways, parks, water lines and systems (i.e., Public Works Projects); and buildings and building additions (i.e. Building Improvements). Where a question arises as to whether or not a contract is for public improvement, the manager shall make the determination.

Minor public improvements (less than the amount specified by state code.): The department shall make a reasonable attempt to obtain at least three written competitive quotations for contracts in excess of \$15,000. A written record of the source and the amount of the quotations must be kept. Procurement for all minor public improvements in excess \$25,000 shall be based on a formal documented evaluation process. The evaluation process should include, at minimum, an objective assessment of the services needed, the abilities of the contractors to perform the service and the cost of the service. A reasonable attempt will be made to notify via the City website any local businesses that, in the normal course of business, provide the public improvements required by the City. The manager may require formal bidding if it is deemed to be in the best interest of the City. Local bidder preference applies.

Major public improvements (greater than or equal to the amount specified by state code): Unless otherwise exempted, all contracts of this type require competitive bidding. Local bidder preference does not apply.

5. **Contracts for Professional Services, where the Service Provider is**

responsible for Building Improvements/Public Works Project (Construction Manager / General Contractor “CMGC” Method) are contracts where the City contracts with a "Construction Manager/General Contractor" which is a contractor who enters into a contract for the management of a construction project when that contract allows the contractor to subcontract for additional labor and materials that were not included in the contractor's cost proposal submitted at the time of the procurement of the Construction Manager/General Contractor's services. It excludes a contractor whose only subcontract work not included in the contractor's cost proposal submitted as part of the procurement of construction is to meet subcontracted portions of change orders approved within the scope of the project. The CMGC contract is exempt from competitive bidding. The selection of CMGC contracts shall be based on a documented evaluation process such as a Request for Proposals (RFP), Statement of Qualifications (SOQ), Qualification Based Selection (QBS), etc. The evaluation process should include an objective assessment, preferably by multiple reviewers, of the services needed, the abilities of the contractors, the uniqueness of the service, the cost of the service, and the general performance of the contractor. Special consideration may also be given to local businesses during the evaluation in instances where knowledge of local issues, geography, statutes, etc., may enhance the quality of service rendered. The lowest quote need not necessarily be the successful contractor. Usually, emphasis will be placed on quality, with cost being the deciding factor when everything else is equal. The manager shall determine which contracts are CMGC contracts. Major CMGC contracts (over \$25,000) must be approved by the City Council. The selected CMGC will then implement all bid packages and subcontractors under a competitive bid requirement as required herein. The Project Manager will attend the award of all subcontracts which meet the threshold requirements of General Policy 12 (a) or (b) above.

6. **Ongoing Service Contracts are contracts that renew annually for services such as: cleaning services, alarm systems, and elevator maintenance etc.** Ongoing service contract renewals will not last more than a five-year span. Following the conclusion of a five-year term, contracts exceeding a total of \$25,000 will again undergo the process described in the section: E. General Rules, Subsection: 3. Contracts for Professional Services.

F. Formal or Competitive Bidding Provisions

1. **Bid Specifications:** Specifications for public contracts shall not expressly or implicitly require any product by any brand name or make, nor the product of any particular manufacturer or seller, unless the product is exempt by these

regulations or the City Council.

2. **Advertising Requirements:** An advertisement for bids is to be published at least twice in a newspaper of general circulation, printed and published in the city and in as many additional issues and publications as the manager may determine, at least five days prior to the opening of bids. The advertisement shall also be posted on the Park City website and the Utah public legal notice website established by the combined efforts of Utah's newspapers. Advertising for bids relating to Class B and C road improvement projects shall be published in a newspaper of general circulation in the county at least once a week for three consecutive weeks as well as be posted on the Park City website and the Utah public legal notice website established by the combined efforts of Utah's newspapers.

All advertisements for bids shall state the following:

- a. The date and time after which bids will not be accepted;
 - b. The date that pre-qualification applications must be filed, and the class or classes of work for which bidders must be pre-qualified if pre-qualification is a requirement;
 - c. The character of the work to be done or the materials or things to be purchased;
 - d. The office where the specifications for the work, material or things may be seen;
 - e. The name and title of the person designated for receipt of bids;
 - f. The type and amount of bid security if required;
 - g. The date, time, and place that the bids will be publicly opened.
3. **Requirements for Bids:** All bids made to the city shall comply with the following requirements:
 - a. In writing or electronically sealed;
 - b. Filed with the manager;
 - c. Opened publicly by the manager at the time designated in the advertisement and filed for public inspection;
 - d. Have the appropriate bid security attached, if required.
 4. **Award of Contract:** After bids are opened, and a determination made that a contract be awarded, the award shall be made to the lowest responsible bidder. "Lowest responsible bidder" shall mean the lowest bidder who has substantially complied with all prescribed requirements and who has not been disqualified as set forth herein. The successful bidder shall promptly execute a formal contract and, if required, deliver a bond, cashier's check, or certified check to the manager in a sum equal to the contract price, together with proof of appropriate insurance. Upon execution of the contract, bond, and insurance, the bid security shall be returned. Failure to execute the contract, bond, or insurance shall result

in forfeit of the bid security.

- a. Local Bidder Preference:** If the bid of a nonlocal bidder is lowest and there was a local bidder who also submitted a bid which was within five percent (5%) of the low bid, then the contract shall be awarded to the local bidder if the bidder agrees in writing within forty-eight (48) hours after being notified of the low bid, that the bidder will meet the bid price while the bidder meets all the prescribed requirements set forth in the bid documents. If there are more than two local bidders who are within 5% then the contract shall be awarded to the local bidder which had the lowest original bid according to the procedure above.
- 5. Rejection of Bids:** The manager or the City Council may reject any bid not in compliance with all prescribed requirements and reject all bids if it is determined to be in the best interest of the City.
- 6. Disqualification of Bidders:** The manager, upon investigation, may disqualify a bidder if he or she does not comply with any of the following:
 - a.** The bidder does not have sufficient financial ability to perform the contract;
 - b.** The bidder does not have equipment available to perform the contract;
 - c.** The bidder does not have key personnel available, of sufficient experience, to perform the contract;
 - d.** The person has repeatedly breached contractual obligations with public and private agencies;
 - e.** The bidder fails to comply with the requests of an investigation by the manager.
- 7. Pre-qualification of Bidders:** The City may require pre-qualification of bidders. Upon establishment of the applicant's qualifications, the manager shall issue a qualification statement. The statement shall inform the applicant of the project for which the qualification is valid, as well as any other conditions that may be imposed on the qualification. It shall advise the applicant to notify the manager promptly if there has been any substantial change of conditions or circumstances which would make any statement contained in the pre-qualification application no longer applicable or untrue. If the manager does not qualify an applicant, written notice to the applicant is required, stating the reasons the pre-qualification was denied, and informing the applicant of his right to appeal the decision within five business days after receipt of the notice. Appeals shall be made to the City Council. The manager may, upon discovering that a pre-qualified person is no longer qualified, revoke pre-qualification by sending notification to the person. The notice

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shall state the reason for revocation and inform the person that revocation will be effective immediately.

8. **Appeals Procedure:** Any supplier, vendor, or contractor who determines that a decision has been made adversely to him, by the City, in violation of these regulations, may appeal that decision to the City Council. The complainant contractor shall promptly file a written appeal letter with the manager, within five working days from the time the alleged incident occurred. The letter of appeal shall state all relevant facts of the matter and the remedy sought. Upon receipt of the notice of appeal, the manager shall forward the appeal notice, his investigation of the matter, and any other relevant information to the City Council. The City Council shall conduct a hearing on the matter and provide the complainant an opportunity to be heard. A written decision shall be sent to the complainant.

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CHAPTER 6 - OTHER POLICIES

PART I - DEBT MANAGEMENT

- A.** The City will not obligate the General Fund to secure long-term financing except when marketability can be significantly enhanced.
- B.** Direct debt will not exceed 2% of assessed valuation.
- C.** An internal feasibility analysis will be prepared for each long-term financing activity that analyzes the impact on current and future budgets for debt service and operations. This analysis will also address the reliability of revenues to support debt service.
- D.** The City will generally conduct financing on a competitive basis. However, negotiated financing may be used due to market volatility or the use of an unusual or complex financing or security structure.
- E.** The City will seek an investment grade rating (Baa/BBB or greater) on any direct debt and credit enhancements, such as letters of credit or insurance, when necessary for marketing purposes, availability, and cost-effectiveness.
- F.** The City will annually monitor all forms of debt, coincident with the City's budget preparation and review process, and report concerns and remedies, if needed, to the Council.
- G.** The City will diligently monitor its compliance with bond covenants and ensure its adherence to federal arbitrage regulations.
- H.** The City will maintain good communications with bond rating agencies regarding its financial condition. The City will follow a policy of full disclosure on every financial report and bond prospectus.

PART II - POST-ISSUANCE COMPLIANCE PROCEDURE AND POLICY FOR TAX-EXEMPT GOVERNMENTAL BONDS

The City of Park City (the “City”) issues tax-exempt governmental bonds to finance capital improvements. As an issuer of tax-exempt governmental bonds, the City is required by the terms of Sections 103 and 141-150 of the Internal Revenue Code of 1986, as amended (the “Code”), and the Treasury Regulations promulgated there under (the “Treasury Regulations”), to take certain actions subsequent to the issuance of such bonds to ensure the continuing tax-exempt status of such bonds. In addition, Section 6001 of the Code and Section 1.6001-1(a) of the

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Treasury Regulations, impose record retention requirements on the City with respect to its tax-exempt governmental bonds. This Post-Issuance Compliance Procedure and Policy for Tax-Exempt Governmental Bonds (the “Policy”) has been approved and adopted by the City to ensure that the City complies with its post-issuance compliance obligations under applicable provisions of the Code and Treasury Regulations.

- A.** **Effective Date and Term.** The effective date of this Policy is the date of approval by the City Council of the City (June 16, 2011) and shall remain in effect until superseded or terminated by action of the City Council.

- B.** **Responsible Parties.** The Finance Manager of the City shall be the party primarily responsible for ensuring that the City successfully carries out its post-issuance compliance requirements under applicable provisions of the Code and Treasury Regulations. The Finance Manager will be assisted by the staff of the Finance Department of the City and by other City staff and officials when appropriate. The Finance Manager of the City will also be assisted in carrying out post-issuance compliance requirements by the following organizations:
 - (1) Bond Counsel (the law firm primarily responsible for providing bond counsel services for the City);
 - (2) Financial Advisor (the organization primarily responsible for providing financial advisor services to the City);
 - (3) Paying Agent (the person, organization, or City officer primarily responsible for providing paying agent services for the City); and
 - (4) Rebate Analyst (the organization primarily responsible for providing rebate analyst services for the City).

The Finance Manager shall be responsible for assigning post-issuance compliance responsibilities to members of the Finance Department, other staff of the City, Bond Counsel, Paying Agent, and Rebate Analyst. The Finance Manager shall utilize such other professional service organizations as are necessary to ensure compliance with the post-issuance compliance requirements of the City. The Finance Manager shall provide training and educational resources to City staff that are responsible for ensuring compliance with any portion of the post-issuance compliance requirements of this Policy.

- C.** **Post-Issuance Compliance Actions.** The Finance Manager shall take the following post-issuance compliance actions or shall verify that the following post-issuance compliance actions have been taken on behalf of the City with respect to each issue of tax-exempt governmental bonds issued by the City:
 - (1) The Finance Manager shall prepare a transcript of principal documents (this action will be the primary responsibility of Bond Counsel).

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- (2) The Finance Manager shall file with the Internal Revenue Service (the “IRS”), within the time limit imposed by Section 149(e) of the Code and applicable Treasury Regulations, an Information Return for Tax-Exempt Governmental Obligations, Form 8038-G (this action will be the primary responsibility of Bond Counsel).
- (3) The Finance Manager, in consultation with Bond Counsel, shall identify proceeds of tax-exempt governmental bonds that must be yield-restricted and shall monitor the investments of any yield-restricted funds to ensure that the yield on such investments does not exceed the yield to which such investments are restricted.
- (4) In consultation with Bond Counsel, the Finance Manager shall determine whether the City is subject to the rebate requirements of Section 148(f) of the Code with respect to each issue of tax-exempt governmental bonds. In consultation with Bond Counsel, the Finance Manager shall determine, with respect to each issue of tax-exempt governmental bonds of the City, whether the City is eligible for any of the temporary periods for unrestricted investments and is eligible for any of the spending exceptions to the rebate requirements. The Finance Manager shall contact the Rebate Analyst (and, if appropriate, Bond Counsel) prior to the fifth anniversary of the date of issuance of each issue of tax-exempt governmental bonds of the City and each fifth anniversary thereafter to arrange for calculations of the rebate requirements with respect to such tax-exempt governmental bonds. If a rebate payment is required to be paid by the City, the Finance Manager shall prepare or cause to be prepared the Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate, Form 8038-T, and submit such Form 8038-T to the IRS with the required rebate payment. If the City is authorized to recover a rebate payment previously paid, the Finance Manager shall prepare or cause to be prepared the Request for Recovery of Overpayments Under Arbitrage Rebate Provisions, Form 8038-R, with respect to such rebate recovery, and submit such Form 8038-R to the IRS.
- (5) The City has issued direct pay Build America Bonds. In consultation with the Paying Agent, the Finance Manager shall prepare or cause to be prepared the Return for Credit Payments to Issuers of Qualified Bonds, Form 8038-CP, to request subsidy payments with respect to interest payable on the bonds and submit such Form 8038-CP to the IRS.

D. Procedures for Monitoring, Verification, and Inspections. The Finance Manager shall institute such procedures as the Finance Manager shall deem necessary and appropriate to monitor the use of the proceeds of tax-exempt governmental bonds issued by the City, to verify that certain post-issuance compliance actions have been taken by the City, and to provide for the inspection of the facilities financed with the proceeds of such bonds. At a minimum, the Finance Manager shall establish the following procedures:

- (1) The Finance Manager shall monitor the use of the proceeds of tax-exempt

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governmental bonds to: (i) ensure compliance with the expenditure and investment requirements under the temporary period provisions set forth in Treasury Regulations, Section 1.148- 2(e); (ii) ensure compliance with the safe harbor restrictions on the acquisition of investments set forth in Treasury Regulations, Section 1.148-5(d); (iii) ensure that the investments of any yield-restricted funds do not exceed the yield to which such investments are restricted; and (iv) determine whether there has been compliance with the spend-down requirements under the spending exceptions to the rebate requirements set forth in Treasury Regulations, Section 1.148-7.

- (2) The Finance Manager shall monitor the use of all bond financed facilities in order to:
 - (i) determine whether private business uses of bond-financed facilities have exceeded the *de minimus* limits set forth in Section 141(b) of the Code as a result of leases and subleases, licenses, management contracts, research contracts, naming rights agreements, or other arrangements that provide special legal entitlements to nongovernmental persons; and (ii) determine whether private security or payments that exceed the *de minimus* limits set forth in Section 141(b) of the Code have been provided by nongovernmental persons with respect to such bond-financed facilities.
- (3) The Finance Manager shall undertake with respect to each outstanding issue of tax- exempt governmental bonds of the City an annual review of the books and records maintained by the City with respect to such bonds.

- E. Record Retention Requirements.** The Finance Manager shall collect and retain the following records with respect to each issue of tax-exempt governmental bonds of the City and with respect to the facilities financed with the proceeds of such bonds: (i) audited financial statements of the City; (ii) appraisals, demand surveys, or feasibility studies with respect to the facilities to be financed with the proceeds of such bonds; (iii) publications, brochures, and newspaper articles related to the bond financing; (iv) trustee or paying agent statements; (v) records of all investments and the gains (or losses) from such investments; (vi) paying agent or trustee statements regarding investments and investment earnings; (vii) reimbursement resolutions and expenditures reimbursed with the proceeds of such bonds; (viii) allocations of proceeds to expenditures (including costs of issuance) and the dates and amounts of such expenditures (including requisitions, draw schedules, draw requests, invoices, bills, and cancelled checks with respect to such expenditures); (ix) contracts entered into for the construction, renovation, or purchase of bond-financed facilities; (x) an asset list or schedule of all bond-financed depreciable property and any depreciation schedules with respect to such assets or property; (xi) records of the purchases and sales of bond-financed assets; (xii) private business uses of bond-financed facilities that arise subsequent to the date of issue through leases and subleases, licenses, management contracts, research contracts, naming rights agreements, or other arrangements that provide special legal entitlements to nongovernmental persons and copies of any such agreements or instruments; (xiii) arbitrage rebate reports and records of rebate and yield reduction payments; (xiv) resolutions or other actions taken by the governing body subsequent to the

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date of issue with respect to such bonds; (xv) formal elections authorized by the Code or Treasury Regulations that are taken with respect to such bonds; (xvi) relevant correspondence relating to such bonds; (xvii) documents related to guaranteed investment contracts or certificates of deposit entered into subsequent to the date of issue; (xviii) copies of all Form 8038-Ts, 8038-CPs and Form 8038-Rs filed with the IRS; and (xix) the transcript prepared with respect to such tax-exempt governmental bonds.

The records collected by the Finance Manager shall be stored in any format deemed appropriate by the Finance Manager and shall be retained for a period equal to the life of the tax-exempt governmental bonds with respect to which the records are collected (which shall include the life of any bonds issued to refund any portion of such tax-exempt governmental bonds or to refund any refunding bonds) plus three (3) years.

- F.** Remedies. In consultation with Bond Counsel, the Finance Manager shall become acquainted with the remedial actions under Treasury Regulations, Section 1.141-12, to be utilized in the event that private business use of bond-financed facilities exceeds the *de minimus* limits under Section 141(b)(1) of the Code. In consultation with Bond Counsel, the Finance Manager shall become acquainted with the Tax Exempt Bonds Voluntary Closing Agreement Program described in Notice 2008-31, 2008-11 I.R.B. 592, to be utilized as a means for an issuer to correct any post issuance infractions of the Code and Treasury Regulations with respect to outstanding tax-exempt bonds.
- G.** Continuing Disclosure Obligations. In addition to its post-issuance compliance requirements under applicable provisions of the Code and Treasury Regulations, the City has agreed to provide continuing disclosure, such as annual financial information and material event notices, pursuant to a continuing disclosure certificate or similar document (the “Continuing Disclosure Document”) prepared by Bond Counsel and made a part of the transcript with respect to each issue of bonds of the City that is subject to such continuing disclosure requirements. The Continuing Disclosure Documents are executed by the City to assist the underwriters of the City’s bonds in meeting their obligations under Securities and Exchange Commission Regulation, 17 C.F.R. Section 240.15c2-12, as in effect and interpreted from time to time (“Rule 15c2-12”). The continuing disclosure obligations of the City are governed by the Continuing Disclosure Documents and by the terms of Rule 15c2-12. The Finance Manager is primarily responsible for undertaking such continuing disclosure obligations and to monitor compliance with such obligations.
- H.** Other Post-Issuance Actions. If, in consultation with Bond Counsel, Financial Advisor, Paying Agent, Rebate Analyst, the City Manager, the City Attorney, or the City Council, the Finance Manager determines that any additional action not identified in this Policy must be taken by the Finance Manager to ensure the continuing tax-exempt status of any issue of governmental bonds of the City,

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the Finance Manager shall take such action if the Finance Manager has the authority to do so. If, after consultation with Bond Counsel, Financial Advisor, Paying Agent, Rebate Analyst, the City Manager, the City Attorney, or the City Council, the Finance Manager and the City Manager determine that this Policy must be amended or supplemented to ensure the continuing tax-exempt status of any issue of governmental bonds of the City, the City Manager shall recommend to the City Council that this Policy be so amended or supplemented.

- I.** **Taxable Governmental Bonds.** Most of the provisions of this Policy, other than the provisions of Section 7 and Section 3(e), are not applicable to governmental bonds the interest on which is includable in gross income for federal income tax purposes. On the other hand, if an issue of taxable governmental bonds is later refunded with the proceeds of an issue of tax-exempt governmental refunding bonds, then the uses of the proceeds of the taxable governmental bonds and the uses of the facilities financed with the proceeds of the taxable governmental bonds will be relevant to the tax-exempt status of the governmental refunding bonds. Therefore, if there is any reasonable possibility that an issue of taxable governmental bonds may be refunded, in whole or in part, with the proceeds of an issue of tax-exempt governmental bonds then, for purposes of this Policy, the Finance Manager shall treat the issue of taxable governmental bonds as if such issue were an issue of tax-exempt governmental bonds and shall carry out and comply with the requirements of this Policy with respect to such taxable governmental bonds. The Finance Manager shall seek the advice of Bond Counsel as to whether there is any reasonable possibility of issuing tax-exempt governmental bonds to refund an issue of taxable governmental bonds.
- J.** **IRS Examination.** In the event the Internal Revenue Service (“IRS”) commences an examination of an obligation, the Finance Manager shall inform the City Manager, City Attorney and City Council of such event and is authorized to respond to inquiries of the IRS and, if necessary, to hire outside, independent professional counsel to assist in the response to the examination.

PART III - TRAFFIC CALMING POLICY (ADOPTED JULY 15, 2002)

The Traffic Calming Policy and adopted traffic calming programs will provide residents an opportunity to evaluate the requirements, benefits, and tradeoffs of using various traffic calming measures and techniques within their own neighborhood. The policy outlines the many ways residents, businesses and the City can work together to help keep neighborhood streets safe.

A. Goals

- 1.** Improve the quality of life in neighborhoods
- 2.** Improve conditions for pedestrians and all non-motorized movements

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3. Create safe and attractive streets
4. Reduce accidents
5. Reduce the impact of motorized vehicles within a neighborhood
6. Balance the transportation needs of the various land uses in and around a neighborhood
7. Promote partnerships with Summit County, UDOT, and all other agencies involved with traffic calming programs

B. Objectives

1. Encourage citizen involvement in traffic calming programs
2. Slow the speeds of motor vehicles
3. Improve the real and perceived safety for non-motorized users of the street
4. Incorporate the preference and requirements of the people using the area
5. Promote pedestrian, cycle, and transit use
6. Prioritize traffic calming requests

C. Fundamental Principals

1. Reasonable automobile access should be maintained. Traffic calming projects should encourage and enhance the appropriate behavior of drivers, pedestrian, cyclists, transit, and other users of the public right-of-way without unduly restricting appropriate access to neighborhood destinations.
2. Reasonable emergency vehicle access must be preserved.
3. The City shall employ the appropriate use of traffic calming measures and speed enforcement to achieve the Policy objectives. Traffic calming devices (speed humps, medians, curb extensions, and others) shall be planned and designed in keeping with sound engineering and planning practices. The Public Works departments shall direct the installation and maintenance of traffic control devices (signs, signals, and markings) as needed to accomplish the project, in compliance with the municipal code and pertinent state and federal regulations.
4. To implement traffic calming programs, certain procedures shall be followed by the City in processing requests according to applicable codes and related policies within the limits of available resources. At a minimum, the procedures shall provide for:
 - a. A simple process to propose traffic calming measures
 - b. A system for staff to evaluate proposals
 - c. Citizen participation in program development and evaluation
 - d. Communication of any test results and specific findings to area residents and affected neighborhood organizations
 - e. Strong neighborhood support before installation of permanent traffic management devices
 - f. Using passive traffic controls as a first effort to solve most neighborhood speed problems
5. Time frames - All neighborhood requests will be acknowledged within 72 hours from the initial notification of the area of traffic concern. Following that, the time required by all parties involved will be dependent on the issue brought

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forward. It is expected that both City Staff and the requesting parties will act in a responsive and professional manner.

C. Communication Protocols

Park City Municipal Corporation will identify a Traffic Calming Project Manager to facilitate the communications and program steps deemed appropriate. The Project Manager will be the point person for all communications with the requesting neighborhood and internally with a Traffic Calming Program Review Committee. The Traffic Calming Program Review Committee will evaluate and recommend the action steps to be taken. The Review Committee will be comprised of the following people:

1. Public Works Director
2. City Engineer
3. Police Department Representative - appointed by the Police Chief
4. Traffic Calming Project Manager - appointed by the Public Works Director

All coordination efforts, enforcement measures, and follow through responsibilities will be under the supervision of the Traffic Calming Project Manager.

D. Eligibility

All city streets are eligible to participate in a Traffic Calming Program. Any traffic management techniques desired to be used on Utah Department of Transportation (UDOT) owned streets must be approved by UDOT.

E. Funding Alternatives

1. 100% Neighborhood Funding
2. Capital Improvement Program
3. Neighborhood Matching Grants
4. City Traffic Calming Program Funds

F. Procedures

Phase I: Phase I consists of implementing passive traffic controls.

1. **Initiation:** Neighborhood complaint must include petition signed by at least 5 residents or businesses in the area to initiate Phase I of a traffic calming program.
2. **Phase I First Meeting:** Neighborhood meeting is held to determine goals of a traffic calming program, initiate community education, initiate staff investigation of non-intrusive traffic calming measures, discuss options, estimate of cost, timing, and process.
3. **Phase I Implementation:**

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- a. The Traffic Calming Program Review Committee reviews signing, striping, and general traffic control measures. Minimum actions include Residential Area signs, speed limit signs, review of striping, review of stop sign placement, review of turn restrictions, and review of appropriate traffic control devices.
 - b. Community watch program initiated. This program includes neighbors calling police to request increased speed limit enforcement, neighbors disseminating flyers printed by the City reminding the community to slow down, community watch for commercial or construction vehicles, etc.
 - c. Targeted police enforcement will begin to include real time speed control.
4. **Phase I Evaluation:** Evaluation of Phase I actions will occur over a 3 to 9 month period. Evaluation will include visual observations by residents and staff.
5. **Phase I Neighborhood Evaluation Meeting:** Phase I evaluation meeting will be held to discuss results of Phase I. It will be important that the City staff and the current residents also contact the relevant property owners to obtain their opinions and thoughts prior to taking any next steps.

Phase II:

1. **Phase II Initiation:** Twenty-five percent (25%) of the residents within the proposed neighborhood area can request the initiation of Phase II.
2. **Define Neighborhood Boundary:** A neighborhood will include all residents or businesses with direct access on streets to be evaluated by Phase II implementation. Residents or businesses with indirect access on streets affected by Phase II implementation will be included in neighborhood boundary only at the discretion of staff.
3. **Phase II Data Collection and Ranking:** Staff performs data collection to evaluate and rank neighborhood problems and the ability to solve problems. Data collection will include the following and will result in a quantitative ranking.

Criteria	Points	Basis Point Assignment
Speed data (48 hour)	30	Extent by which the 85 th percentile traffic speed exceeds the posted speed limit (2 points per 1 mph)
Volume data (48 hour)	25	Average daily traffic volumes (1 point per 100 vehicles, minimum of 500 vpd)

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Accident data (12 month)	20	Accidents caused by speeding (8 points per accident)
Proximity to schools or other active public venues	5	Points assigned if within 300 feet of a school or other active public venue
Pedestrian crossing, bicycle routes, & proximity of pedestrian generators	5	Points assigned based on retail, commercial, and other pedestrian generators.
Driveway spacing	5	For the study area, if large spaces occur between driveways, 5 points will be awarded. If more than three driveways fall within a 100 foot section of the study area, no points will be provided.
No sidewalks	10	Total points assigned if there is no continuous sidewalk on either side of the road.
Funding Availability	50	50 points assigned if the project is in the CIP or 100% funding by the neighborhood. Partial funding of 50% or more by the neighborhood 25 points, partial funding of 10 to 50% by the neighborhood 10 points.
Years on the list	25	5 points for each year
Total Points Possible	175	maximum points available

4. **Phase II Implementation Recommendation:** The Traffic Calming Project Review Committee proposes Phase II traffic calming implementation actions and defines a project budget.
5. **Phase II Consensus Meeting:** A neighborhood meeting is held to present a Phase II implementation proposal including project budget, possible time frame, discuss temporary installation, etc. The estimated time frame is one to three years depending on funding availability.
6. **Phase II Petition:** Residents and businesses in neighborhood boundary are mailed/or hand delivered a petition by the City identifying Phase II actions, cost, and explanation of implications of vote. Petition provides ability to vote yes, no, or not return petition. Unreturned petitions count as no votes. Resident support for traffic calming is defined as 67 percent positive response. No more than four weeks is allowed for the return of a petition.
7. **Phase II Implementation:** Permanent installation will be implemented after the approval of funding by the City Council. Implemented actions will be continually monitored based on visual observation and accident data.

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8. **Post Project Evaluation:** City staff will review impacts on traffic to determine if goals were met. Neighborhoods will have an opportunity to review data and provide comment.
9. **Removal (if required):** The Traffic Calming Program Review Committee will authorize removal of improvements upon receiving a petition showing 75 percent support by the neighborhood. Removal costs in all or part may be assessed to the defined neighborhood boundaries.

G. Traffic Management Devices (Definitions)

1. **Passive Controls** consist of traffic control mechanisms that are not self-regulating. To be effective it is necessary for drivers to abide by traffic control devices.
 - a. Stop Signs - used to assign right-of-ways at intersections and where irremovable visibility restrictions exist.
 - b. Speed Limit Signs - sometimes installed as traffic calming mechanism. Numerous speed limit signs reinforce the posted speed.
 - c. Turn Prohibition Signs - used to prevent traffic from entering a street, thereby reducing traffic volumes.
 - d. Neighborhood Announcement Signs - used to advise the entering vehicles that they are moving through a particular type of neighborhood. Specific supplementary messages can also be placed here.
2. **Positive Physical Controls:**
 - a. Medians Islands - used to constrict travel lane width and provide an area for additional landscaping and signage.
 - b. Bulb-Outs (Chokers/Curb Extensions) - physical constrictions constructed adjacent to the curb at both intersections and mid-block locations making pedestrian crossings easier and space for additional landscaping and signage.
 - c. Speed Humps - are vertical changes in the pavement surface that force traffic to slow down in order to comfortably negotiate that portion of the street.
 - d. Chicanes - are a set of two or three landscaped curb undulations that extend out into the street. Chicanes narrow the street encouraging drivers to drive more slowly.
 - e. Traffic Circles and Roundabouts - circular islands located in the middle of street intersections that force traffic to deflect to the right, around a traffic island, in order to perform any movement through the intersection tending to slow the traffic speeds.
 - f. Rumble Strips - changes in the elevation of the pavement surface and/or changes in pavement texturing which are much less pronounced than speed humps.

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- g.** Diverters - physical obstructions in intersections which force motorists to turn from the traveled way onto an adjacent intersecting street thereby reducing volume.

3 Driver Perception/Psychology:

- a.** Landscaping - the most effective way to change the perception of a given street environment.
- b.** Crosswalks - can be used to alter the perception of a street corridor and at the same time enhance the pedestrian environment.
Flashing Warning Beacons - can be used to alter driver psychology.
Real-time Speed Display - used to inform drivers of actual speed they are traveling.
- c.** Increased Enforcement - additional enforcement of regulations either by law enforcement personnel or citizen volunteer groups.
- d.** Pavement Markings - used to guide motorists, delineate on-street parking areas or create the impression of a narrowed roadway, all in an effort to slow traffic speeds.

PART IV - SPECIAL EVENTS SERVICES

The City's role in supporting special events encompasses a wide range of services. Depending on the size and impact of a given special event the City may be required to provide:

- Police Services (Crowd, Traffic and Access control).
- Transit Services (Enhanced frequency or capacity).
- Parks Services (Field maintenance, Grounds maintenance, Trash).
- Streets Services (Street Sweeping, Electronic signage, Barricades).
- Parking Services (Special use of parking, Parking enforcement).
- Building Services (Inspections and Code enforcement).
- Special Events and Facilities Services (Facility leases).

Some of these services can be provided without incremental cost or loss of revenues. However, most special events services do have an impact on departmental budgets in the form of overtime labor, equipment, materials, or foregone revenue. The purpose of this policy is to ensure departments are properly funded to provide the special event support they are tasked with providing.

A. Procedures for Amending Departmental Budgets

For budgeting purposes special events can be categorized into two groups:

- 1.** Those events that are managed under multi-year contracts with the City

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2. Those year to year or one-time events whose size and scope do not justify long term contracts.

B. Events Managed Under Multi-Year Contracts

For these events, Departments shall request budget adjustments during the first budget process after these agreements are signed. These budget adjustments will be based upon the level of services outlined in the special event contract and will remain in the budget only for the term of the contract.

C. Year to Year or One Time Events

For those events for which long term agreements do not exist the costs for providing services shall be estimated and included within Council's or the City Manager's review of the application. If through the approval process fees are waived these calculations will then serve as the justification for a one-time budget adjustment during the next budget process.

D. Funding Mechanisms for Special Event Budget Increases

The City uses a three tiered approach to fund special event services. Those three tiers are:

1. Special Event Fees
2. Economic Benefit Offset
3. Other General Fund Resources

E. Special Event Fees

Pre-approved fees will be set to recoup the incremental cost of providing the City services detailed in an event Master Festival or Special Event application. If an event requests and receives approval for a waiver of any or all fees, the City will first look to an Economic Benefit Offset to provide funding in lieu of the waived fees.

F. Economic Benefit Offset (EBO):

The economic benefit offset (EBO) of a given event can only be calculated for those events which are known to have a significant impact on sales tax collections and have at least one year of history to analyze. The EBO of an event is calculated using historic sales tax collection data to measure incremental sales tax growth attributable to that event. In the past Council has indicated a willingness to waive fees for up to half the incremental sales tax gained from major special events. The SEBC recommends that Council formally adopt this 50 percent waiver limit. If the Economic Benefit Offset is inadequate (on a fund specific basis) to offset waived fees, the City will then look to other General Fund sources to provide funding in lieu of waived fees.

G. Other General Fund Resources

When the economic benefit of a special event (on a fund specific basis) cannot be

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calculated or is inadequate to offset the amount of waived fees, the SEBC recommends the City identify other general fund sources to offset any waived fees. Staff will communicate available sources to Council or the City Manager when presenting Master Festival or Special Event applications that contain a fee waiver request.

PART V – GASB 54 FUND BALANCE PURPOSE

This Fund Balance Policy establishes procedures for reporting fund balance classifications and establishes a hierarchy of fund balance expenditures for governmental type funds. The policy also authorizes and directs the Finance Manager to prepare financial reports, which accurately categorize fund balance per Governmental Accounting Standards Board Statement No. 54: *Fund Balance Reporting and Governmental Fund Type Definitions* (GASB 54).

I. FUND BALANCE COMPONENTS

Fund balance is essentially the difference between the assets and liabilities reported in a governmental fund. GASB 54 establishes the following five components of fund balance, each of which identifies the extent to which the City is bound to honor constraints on the specific purposes for which amounts can be spent.

A. Non-spendable Fund Balance

The non-spendable fund balance classification includes amounts that cannot be spent because they are either (a) not in a spendable form or (b) legally or contractually required to be maintained intact. The “not spendable form” criterion includes items that are not expected to be converted to cash, for example, inventories and prepaid amounts. It also includes the long-term amount of loans and notes receivable.

B. Restricted Fund Balance

The restricted fund balance classification includes amounts that reflect constraints placed on the use of resources (other than non-spendable items) that are either (a) externally imposed by creditors (such as through bonded debt reserve funds required pursuant to debt covenants), grantors, contributors, or laws or regulations of other governments; or (b) imposed by law through constitutional provisions or enabling legislation.

C. Committed Fund Balance

The committed fund balance classification includes amounts that can only be used for specific purposes pursuant to constraints imposed by formal action of the government’s highest level of decision-making authority. Those committed amounts cannot be used for any other purpose unless the government removes or changes the specific use by taking the same type of action (for example ordinance) it employed to previously commit those amounts. Committed fund balance also should incorporate contractual obligations to the extent that existing resources in the fund have been specifically committed for use in

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satisfying those contractual requirements. City Council action of passing an ordinance to commit fund balance needs to occur within the fiscal reporting period; however, the amount can be determined subsequently.

D. Assigned Fund Balance

The assigned fund balance classification includes amounts that are constrained by the government's intent to be used for specific purposes, but that are neither restricted nor committed. Such intent needs to be established by (a) the governing body itself or (b) a body or official to which the governing body has delegated the authority to assign amounts to be used for specific purposes.

E. Unassigned Fund Balance

The unassigned fund balance classification includes amounts that do not fall into one of the above four categories. This classification represents fund balance that has not been assigned to other funds and that has not been restricted, committed or assigned to specific purposes within the general fund. The general fund is the only fund that should report this category of fund balance.

II. HEIRARCHY OF SPENDING FUND BALANCE

The City's current fund balance practice provides that restricted fund balance be spent first when expenditure is incurred for which both restricted and unrestricted fund balance is available. Similarly, when expenditure is incurred for purposes for which amounts in any of the unrestricted classifications of fund balance can be used; committed amounts are to be spent first, followed by assigned amounts and then unassigned amounts. GASB 54 mandates that this hierarchy of expending fund balance be reported in new categories, using new terminology, and be formally adopted by the City Council. It should be noted that the new categories only emphasize the extent which the City is bound to honor expenditure constraints and the purposes for which amounts can be spent. The total reported fund balance would remain unchanged.

III. COMPARISON OF PAST PRACTICE AND GASB 54 FUND BALANCE TYPES

A. General Fund

Past Practice Definition – The general fund is used to account for all financial resources not accounted for in another fund.

GASB 54 Definition – The general fund is used to account for all financial resources not accounted for in another fund.

B. Special Revenue Funds

Past Practice Definition – Special revenue funds account for proceeds of specific revenue sources that are legally restricted to expenditure for specific purposes.

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GASB 54 Definition – Special revenue funds are used to account for and report the proceeds of specific revenue sources that are restricted or committed to expenditure for specified purposes other than debt service or capital projects. The term “proceeds of specific revenue sources” establishes that one or more specific restricted or committed revenues should be the foundation for a special revenue fund.

C. Capital Projects

Past Practice Definition – Capital project funds account for financial resources to be used for the acquisition or construction of major capital facilities.

GASB 54 Definition – Capital project funds are used to account for and report financial resources that are restricted, committed, or assigned to expenditure for capital outlays, including the acquisition or construction of capital facilities and other capital assets. Capital project funds exclude those types of capital related outflows financed by proprietary funds, or for assets that will be held in trust for individuals, private organizations, or other governments.

D. Debt Service

Past Practice Definition – Debt service funds account for the accumulation of resources for, and the payment of, general long-term debt principal and interest.

GASB 54 Definition – Debt service funds are used to account for and report financial resources that are restricted, committed, or assigned to expenditure for principal and interest.

PART VI – Live Park City – Lite Deed Restriction Program

The City Council may appropriate funds dedicated to the purchase of deed restrictions for housing vitality and preservation within the City limits of Park City. The Live Park City housing program purchases deed restrictions that require owner occupancy or long-term rental of the property. The disbursement of funds will be administered by the City Manager and based on the recommendation of an Advisory Board created by City Council and following program criteria established by the Housing Department and adopted by City Council. The Advisory Board has the authority to award recommendations and to enter and negotiate individual deed restrictions, subject to approval by the City Manager provided the funds being provided is less than \$200,000. If the home funds in an application exceeds \$200,000, the authority to approve a deed restriction and delegate funds is subject to City Council approval.

PARK CITY FEE SCHEDULE – Effective June 23, 2022

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10.17	Credit Card Transaction Fees	
SECTION 11.	MUNICIPAL ELECTION FILING FEES	43

SECTION 1. CONSTRUCTION AND DEVELOPMENT RELATED FEES

1.1 PLANNING FEES

1.1.1 Plat/Subdivision *

Plat Amendment	\$900.00 per application
Subdivision	\$290.00 per lot/parcel
Administrative lot line adjustment	\$300.00 per application
Extension of Approval	\$330.00 per application

Condominium

Condominium or timeshare conversion	\$450.00 per unit
Record of Survey	\$450.00 per unit
Amendment to Record of Survey	\$100.00 per unit affected
Extension of Approval	\$330.00 per application

1.1.2 Master Planned Development (MPD) Process *

Pre-Master Planned Development	\$1,200.00
<i>Application includes one formal staff review and Planning Commission review of compliance with General Plan that includes a public hearing. If applicant files for formal Master Planned Development the \$1,200 will apply toward the application fee.</i>	
Master Planned Development	\$560.00 per unit equivalent
Modification to an MPD	\$330.00 per unit equivalent

1.1.3 Conditional Use Permit (CUP) *

Planning Commission Review	\$1,140.00 per application
Steep Slope Review	\$1,330.00 per application
Administrative Staff Review	\$330.00 per application
Extension or Modification	\$330.00 per application

1.1.4 Zone Changes *

\$1,650.00

1.1.5 Board of Adjustment *

Variance	\$940.00 per application
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1.1.6 Architectural and Design Review

Historic District/Site

New residential construction <1000 sf	\$200.00 per application
New residential construction >=1000 sf	\$750.00 per application
Commercial review	\$200.00 per unit equivalent for the first 10 units \$15.00/ue after

Non-Historic District/Site

New Residential - SF/Duplex	\$200.00 per application
Multi-Family/Commercial	\$100.00 per unit equivalent up to 10 units then \$15.00/ue after
Residential Additions	\$100.00 per application
Commercial Additions	\$100.00 per unit equivalent up to 10 units then \$15.00/ue after

1.1.7	<u>Historic Review *</u>	
	Historic Design Review (no increase in existing area)	\$210.00
	Historic Design Review (increase in existing area)	\$1,030.00
	Determination of Significance	\$350.00
	Certificate of Appropriateness for Demolition	\$300.00
1.1.8	<u>Land Management Code Review *</u>	\$2,000.00 per application
1.1.9	<u>General Plan Amendment *</u>	\$2,000.00 per application
1.1.10	<u>Sign Review</u>	
	Master Sign Plan Review	\$320.00
	Amendment to Master Sign Plan	\$120.00
	Individual sign permit	\$120.00 (\$118.80) plus 1% state tax
	Sign permit under master sign plan	\$130.00 (\$128.70) plus 1% state tax
	Temporary Sign Permit	\$60.00 (\$59.40) plus 1% state tax
1.1.11	<u>Annexation *</u>	\$5,850.00
	Annexation Fiscal Impact Analysis	\$1,550.00
	<i>plus actual cost of City approved consultant fee</i>	
	Modification to Annexation Agreement	\$4,150.00
1.1.12	<u>Appeals Fees *</u>	
	Appeals to Board of Adjustment	\$500.00
	Appeals to City Council	\$500.00
	Appeals to Historic Preservation Board	\$500.00
	Appeals to Planning Commission	\$500.00
1.1.13	TDR – Development Credit Determination	\$100.00
1.1.14	<u>Refund of Withdrawn Planning Applications</u>	
	In the case of a withdrawal of an application, the associated fees shall be refunded, less the actual cost for professional services rendered by City staff.	
1.1.15	<u>Reactivation Fee</u>	
	For projects that have been inactive by the applicant for more than six months a Reactivation Fee of 50% of orig. application fee will be assessed	
1.1.16	<u>Attorney or Other Professional Services</u>	
	Reimbursement for actual expense incurred	
1.1.17	<u>Mailing Fee</u>	
	In addition to the Application Fee listed, the Applicant will also be responsible for a separate payment for the mailing of a property notice. A \$1.00 fee will be assessed per piece of mail that needs to be sent. The specifics on which Applications require property notices to be sent and to whom can be found in Land Management Code § 15-1-21, <i>Notice Matrix</i> .	

* Projects under these classifications may be assessed the additional cost of the property posting and courtesy mailing as required by Land Management Code regulations at the time of submittal.

1.2 BUILDING FEES

1.2.1 Impact Fee Schedule Impact fees are now located in the Park City Municipal Code, Title 11, Chapter 13.

1.2.2 Building Permit

Total Valuation

Free – Calculated by the actual value of construction, excluding the value of on-site renewable energy systems (including solar voltaic systems, ground source heat pumps and solar hot water)

\$1.00 and up ~~1%~~1.05% of the total valuation of construction as herein above described with a minimum fee of ~~\$15.00~~\$50.00.

1.2.3 Plan Check Fees

a. Deposit. On buildings requiring plan checks at the time of building permit application, the applicant shall pay a deposit of \$500.00 for residential buildings; and \$2,000.00 for commercial buildings. The deposit shall be credited against the plan check fee when the permit is issued. This deposit is non-refundable in the event permits are not issued.

b. Fee. Except as otherwise provided herein, the plan check fee shall be equal to sixty-five percent (65.0%) of the building permit fee for that building. The plan check fee for identical plans shall be charged at a rate of \$54.26 per hour of total Community Development staff time. As used herein, identical plans means building plans submitted to Park City that: (1) are substantially identical to building plans that were previously submitted to and reviewed and approved by Park City; and (2) describe a building that is: (A) located on land zoned the same as the land on which the building described in the previously approved plans is located; and (B) subject to the same geological and meteorological conditions and the same law as the building described in the previously approved plans.

1.2.4 Mechanical Permit

Plus 1% State Surcharge

See fee table below. Building Department enters the total valuation for materials and labor for each sub-permit into the Fee Table to determine the permit fee.

Total Valuation	Fee
\$1.00 to \$1,300.00	\$50.00
\$1,301.00 to \$2000.00	\$50.00 for the first \$1,300.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$391.75 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.0 to \$100,000.00	\$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00

\$500,001.00 to \$1,000,000.00	\$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$5,608.75 for the first \$1,000,000.00 plus \$3.65 for each additional \$1,000.00, or fraction thereof

1.2.5 Electrical Permit

See fee table below.

Total Valuation	Fee
\$1.00 to \$1,300.00	\$50.00
\$1,301.00 to \$2000.00	\$50.00 for the first \$1,300.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$391.75 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.0 to \$100,000.00	\$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$5,608.75 for the first \$1,000,000.00 plus \$3.65 for each additional \$1,000.00, or fraction thereof

1.2.6 Plumbing Permit

See fee table below.

Total Valuation	Fee
\$1.00 to \$1,300.00	\$50.00
\$1,301.00 to \$2000.00	\$50.00 for the first \$1,300.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$391.75 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.0 to \$100,000.00	\$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$5,608.75 for the first \$1,000,000.00 plus \$3.65 for each additional \$1,000.00, or fraction thereof

1.2.7 International Fire Code Fee Issuance Fee

\$20.00

In Addition:

Aircraft Refueling Vehicles	\$30.00
Open Burning	\$50.00
Candles and Open Flames in Assembly Area	\$50.00
Compressed Gas	\$30.00
Explosives or Blasting Agents	\$150.00
Fireworks (Displays)	\$150.00
Firework (Sales)	\$75.00
Flammable Liquids	\$15.00
Flammable or Combustible Liquid Tanks	\$130.00
Hot Work (welding)	\$15.00
Liquefied Petroleum Gases (heaters and devices up to 5 units)	\$55.00 Liquefied
Petroleum Gases (heaters and devices) each additional unit	\$11.00 Liquefied
Petroleum Gases on an active construction site (125+ gal) Assembly	\$130.00 Places of \$50.00
Vehicles (liquid or gas fueled) within a building	\$130.00
Others not listed	\$15.00

Tents, air-supported structures and trailers \$.20 per square foot. Temporary structures built to permanent standards will be subject to fees set forth in Section 1.2.2. For plans already on file and approved, the fee will be reduced to \$.13 per square foot.

1.2.8 Grading Plan Review and Permit Fees

See fee table below.

Total Valuation	Fee
\$1.00 to \$1,300.00	\$50.00
\$1,301.00 to \$2000.00	\$50.00 for the first \$1,300.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$391.75 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.0 to \$100,000.00	\$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$5,608.75 for the first \$1,000,000.00 plus \$3.65 for each additional \$1,000.00, or fraction thereof

1.2.9 Soil Sample Fee \$100.00

1.2.10 Demolition Permit Fee

Total Valuation	Fee
\$1.00 to \$1,300.00	\$50.00
\$1,301.00 to \$2000.00	\$50.00 for the first \$1,300.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00

\$2,001.00 to \$25,000.00	\$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$391.75 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.0 to \$100,000.00	\$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$5,608.75 for the first \$1,000,000.00 plus \$3.65 for each additional \$1,000.00, or fraction thereof

1.2.11 Flatwork Permit

Total valuation.

\$1.00 and up 1% of the total valuation of construction as herein above described with a minimum fee of \$15.00. Flatwork permits are subject to Plan Check fees as described above.

1.2.12 Other Inspections and Fees

Inspections outside normal business hours*	\$150.00 per hour (minimum charge 2 hours)
Re-inspection fee	\$150.00 per hour (minimum charge 1 hour)
Additional inspection services*	\$75.00 per hour (minimum charge 1 hour)
Starting work without a permit (first offense)	Double (x2) the building permit fee
Continuing work without a permit (second offense)	Quadruple (x4) the building permit fee
For use of outside consultants for plan reviews, inspections or both	Actual cost**

*Or the total hourly cost to the City, whichever is greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employee involved. These services will be offered based on inspector availability.

** Actual Cost includes administrative and overhead costs.

1.3 **ENGINEERING FEES**

1.3.1 Construction Inspection Fees. Prior to receiving a building permit, a notice to proceed or plat approval, developers shall pay a fee equal to six percent (6%) of the estimated construction cost as determined by the City Engineer. In projects with private street systems that limit city inspection requirements to water, drainage, and other improvements, but not to streets, the inspection fee shall be four percent (4%) of the estimated construction cost of the improvements to be inspected as determined by the City Engineer. The city, upon notice to the developer, may charge the developer a fee of ~~\$75.00~~ \$90.00 per man-hour to recoup costs to the city above the fee charged. The city may also charge ~~\$75.00~~ \$90.00 per man-hour for re-inspections of work previously rejected.

1.3.2 Permit to Work in Public Right-of-Way

~~\$200.00 fee plus \$2,000.00 letter of credit or cashier's check plus proof of insurance~~
Application Fee is \$200.00. In addition, the applicant shall:

1. Prepare and submit, in accordance with the table below, an estimated cost for the total work to be performed. Any item of work not listed on the table below shall be included in the list of items at a price agreed to by the applicant and City Engineer's office. The applicant shall either:
 - Post an irrevocable letter of credit issued by a bank authorized to do Business in the State of Utah or an out-of-state bank, provided that a bank authorized to do Business in Utah confirms in writing that it will honor the letter of credit naming Park City Municipal Corporation as the payee of funds drawn against the letter of credit and Guaranteeing the availability or cash bond equal to the estimated total cost; or
 - Submit a cashier's check equal to the estimated total cost.

At a minimum, letter of credit or cashier's check shall be \$2,000. The letter of credit or bond shall remain in effect for a period of one (1) year from the date of the work is actually completed to guarantee the adequacy of repairs made to the streets.

Bonding Amounts for Work in the Right of Way

<u>Item</u>	<u>Measurement</u>	<u>Unit Costs</u>
<u>Removal of Gutter</u>	<u>LF</u>	<u>\$10.80</u>
<u>Replacement of Gutter</u>	<u>LF</u>	<u>\$78.00</u>
<u>Removal of Asphalt</u>	<u>SF</u>	<u>\$8.70</u>
<u>Replacement of Asphalt</u>	<u>SF</u>	<u>\$15.60</u>
<u>Removal of Cross Street Gutter</u>	<u>SF</u>	<u>\$13.50</u>
<u>Replacement of Cross Street Gutter</u>	<u>SF</u>	<u>\$86.40</u>
<u>Removal of Sidewalk</u>	<u>SF</u>	<u>\$7.80</u>
<u>Replacement of Sidewalk</u>	<u>SF</u>	<u>\$30.00</u>
<u>Excavation of Trench</u>	<u>CF</u>	<u>\$3.00</u>
<u>Excavation of Trench in Soils Dist</u>	<u>CF</u>	<u>\$8.80</u>
<u>Flow fill of Trenching</u>	<u>CF</u>	<u>\$8.80</u>

2. Applicant shall submit proof of insurance.

Starting work in the right of way without a permit (first offense) – Double (x2) the work in the right of way application fee

Continuing work without a permit (second offense) – Quadruple (x4) the work on the right of way application fee

1.3.3. Fee for the Processing of Small Wireless Facility Applications

Fees shall be consistent with Utah Code Section 54-21-503:

- \$100 for collocation of a small wireless facility on an existing or replacement utility pole for each small facility on the same application.
- \$250 for each application to install, modify, or replace a utility pole associated with a small wireless facility.

For an activity that is not a permitted use described in Utah Code Section 54-21-204, an application may not exceed \$1,000 per application to (a) install, modify, or replace a utility pole; or (b) install, modify, or replace a new utility pole associated with a small wireless facility.

1.3.4 Road Closure Permit

Application fee is \$50.00

Closing the road without a permit (first offense) – Double (x2) the work in the right of way application fee

Closing the road without a permit (second offense) – Quadruple (x4) the work on the right of way application fee

1.4 ADMINISTRATIVE CODE ENFORCEMENT (ACE) FEES

1.4.1 Civil Fee Schedule

Daily Violation Fee \$100.00 per day
Re-inspection Fee \$75.00

1.4.2 Operating without a Type 2 CSL \$800.00 per violation

SECTION 2. UTILITY FEES

2.1 WATER IMPACT FEES. Water Impact Fees are located in the Park City Municipal Code, Title 11, Section 13.

2.2 MONTHLY WATER METERED SERVICES FEE SCHEDULE:

2.2.1 Base Rates & Meter Price (For all water billed on or after July 1, 2020).

2.2.1.1 Single Family Residential

Meter Size	FY 22 <u>23</u> Base Rate	FY 22 <u>23</u> Meter Price
3/4"	\$53.63 <u>\$55.24</u>	\$850.78 <u>\$876.30</u>
1 "	\$72.40 <u>\$74.57</u>	\$977.82 <u>\$1,007.15</u>
1.5"	\$85.86 <u>\$88.44</u>	\$1,391.13 <u>\$1,432.86</u>

2.2.1.2 Multi-Family Residential or Commercial

Meter Size	FY 22 <u>23</u> Base Rate	FY 22 <u>23</u> Meter Price
3/4"	\$69.51 <u>\$71.60</u>	\$850.78 <u>\$876.30</u>
1"	\$117.97 <u>\$121.51</u>	\$977.82 <u>\$1,007.15</u>
1.5"	\$252.00 <u>\$259.56</u>	\$1,391.13 <u>\$1,432.86</u>
2 "	\$525.52 <u>\$541.29</u>	\$2,460.63 <u>\$2,534.45</u>
3"	\$1,367.65 <u>\$1,408.68</u>	\$2,910.96 <u>\$2,998.29</u>
4"	\$2,482.88 <u>\$2,557.37</u>	\$5,072.44 <u>\$5,224.61</u>
6"	\$4,680.31 <u>\$4,820.72</u>	\$7,891.71 <u>\$8,128.46</u>
8"	\$8,059.91 <u>\$8,205.18</u>	\$11,852.83 <u>\$12,208.41</u>

2.2.1.3 Irrigation

Meter Size	FY 22 <u>23</u> Base Rate	FY 22 <u>23</u> Meter Price
3/4"	\$115.19 <u>\$122.21</u>	\$850.78 <u>\$876.30</u>
1"	\$194.93 <u>\$206.80</u>	\$977.82 <u>\$1,007.15</u>
1.5"	\$416.41 <u>\$441.77</u>	\$1,391.13 <u>\$1,432.86</u>
2"	\$868.38 <u>\$921.27</u>	\$2,460.63 <u>\$2,534.45</u>
3"	\$2,259.77 <u>\$2,397.40</u>	\$2,910.96 <u>\$2,998.29</u>
4"	\$4,102.91 <u>\$4,352.78</u>	\$5,072.44 <u>\$5,224.61</u>
6"	\$7,734.17 <u>\$8,205.18</u>	\$7,891.71 <u>\$8,128.46</u>

2.2.1.4 Construction Base Rate: ~~\$311.66~~ \$321.01

2.2.1.5 Necessitous Base Rate: ~~\$4.58~~ \$4.82

2.2.2 Water Consumption Rates. The following water consumption rates apply. Relief in the event of a leak may be granted, consistent with the leak policy.

2.2.2.1 Single Family Residential

	Block 1	Block 2	Block 3	Block 4	Block 5	Block 6
Price per 1,000 gallons	\$6.68 <u>\$6.88</u>	\$10.71 <u>\$11.03</u>	\$11.27 <u>\$11.61</u>	\$14.60 <u>\$15.04</u>	\$17.41 <u>\$17.93</u>	\$30.43 <u>\$31.34</u>
Gallons in Block	0-5,000	5,001-15,000	15,001-25,000	25,001-35,000	35,001-55,000	Over 55,000

2.2.2.2 Multi-Family Residential

	Block 1	Block 2	Block 3	Block 4
Price per 1,000 gallons	\$7.91 <u>\$8.15</u>	\$10.71 <u>\$11.03</u>	\$17.41 <u>\$17.93</u>	\$26.81 <u>\$27.61</u>
3/4" Meter, Allowance in Block	0-10,000	10,001-36,000	36,001-80,000	Over 80,000
1" Meter, Allowance in Block	0-17,000	17,001-57,000	57,001-120,000	Over 120,000
1.5" Meter, Allowance in Block	0-30,000	30,001-100,000	100,001-200,000	Over 200,000
2" Meter, Allowance in Block	0-48,000	48,001-160,000	160,001-320,000	Over 320,000
3" Meter, Allowance in Block	0-96,000	96,001-320,000	320,001-640,000	Over 640,000

4" Meter, Allowance in Block	0-150,000	150,001-500,000	500,001-1,000,000	Over 1,000,000
6" Meter, Allowance in Block	0-180,000	180,001-600,000	600,001-1,200,000	Over 1,200,000

2.2.2.3 Commercial

	Block 1	Block 2
Price per 1,000 gallons	\$9.39 <u>\$9.67</u>	\$14.54 <u>\$14.98</u>
3/4" Meter, Allowance in Block	0-150,000	Over 150,000
1" Meter, Allowance in Block	0-300,000	Over 300,000
1.5" Meter, Allowance in Block	0-500,000	Over 500,000
2" Meter, Allowance in Block	0-750,000	Over 750,000
3" Meter, Allowance in Block	0-1,200,000	Over 1,200,000
4" Meter, Allowance in Block	0-1,700,000	Over 1,700,000
6" Meter, Allowance in Block	0-1,700,000	Over 1,700,000

2.2.2.4 Irrigation

	Block 1	Block 2
Price per 1,000 gallons	\$11.44 <u>\$11.78</u>	\$18.61 <u>\$19.15</u>
3/4" Meter, Allowance in Block	0-56,000	Over 56,000
1" Meter, Allowance in Block	0-90,000	Over 90,000
1.5" Meter, Allowance in Block	0-185,000	Over 185,000
2" Meter, Allowance in Block	0-300,000	Over 300,000
3" Meter, Allowance in Block	0-600,000	Over 600,000
4" Meter, Allowance in Block	0-935,000	Over 935,000
6" Meter, Allowance in Block	0-1,865,000	Over 1,865,000

2.2.2.5 Construction ~~\$12.24~~ \$12.99 per 1,000 gallons

2.2.2.6 Necessitous

The Necessitous Base Rate includes 10,000 gallons. Water consumption above 10,000 gallons is charged per the Single Family Residential rate structure in paragraph 2.2.2.1.

2.2.2.7 Contract Rules

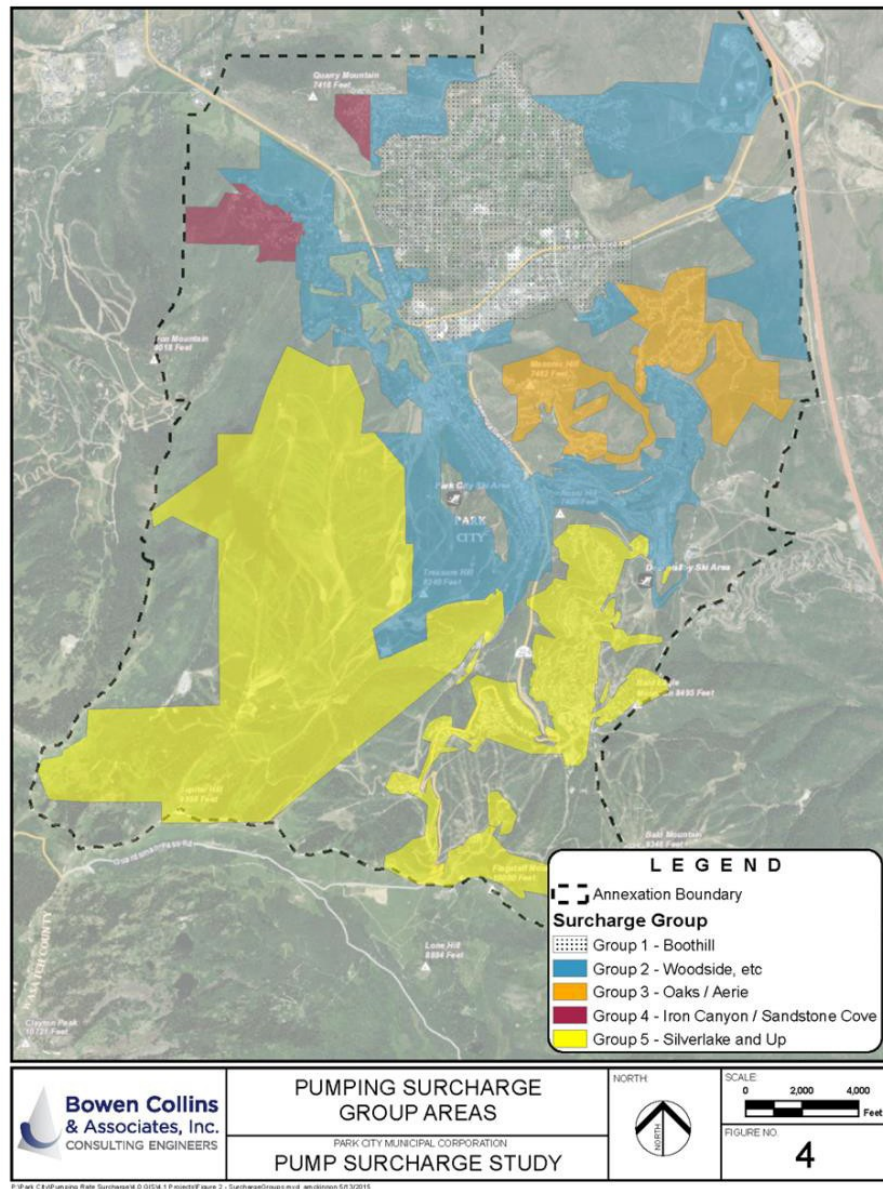
The City will honor the rates as they are set by a Council approved contract.

2.2.3 Energy Surcharge (For all water billed on or after July 1, -2020 2023). All water billed under 2.2.2, except for paragraph 2.2.2.7 Contract Rules, shall be billed a location dependent Energy Surcharge, comprised of a Pumping Surcharge and an Efficiency Optimization Surcharge.

2.2.3.1. Surcharge Group

The following table and associated map identify an account's Surcharge Group Number. Conflicts between the map and the table will be resolved by reference to the table.

Surcharge Group No.	Surcharge Group	Pressure Zone Numbers Included in Group
1	Boothill	29
2	Woodside, etc	8,10,17,18,19,20,21,22,
		23,24,25,26,27,42,48,49,30,32
3	Oaks / Aerie	11,12,13,14,15,16
4	Iron Canyon / Sandstone Cove	28,31
5	Silver Lake and Up	1,37,2,3,4,5,6,7,
		34,38,39,40,41



2.2.3.2 Energy Surcharge

An Energy Surcharge shall be assessed by Surcharge Group and at a price per 1,000 gallons by as follows:

Group No	Pumping Surcharge	Energy Optimization Surcharge	Total Energy Surcharge
1	\$0.00	\$0.55	\$0.55 \$0.58
2	\$0.53	\$0.80	\$1.33 \$1.41
3	\$1.19	\$1.12	\$2.31 \$2.41
4	\$1.59	\$1.31	\$2.90 \$3.08
5	\$2.30	\$1.65	\$3.95 \$4.19

2.3 WATER VIOLATION PENALTIES

\$150.00	first violation
\$200.00	second violation
\$400.00	third violation
\$500.00	fourth violation
\$750.00	for the fifth violation and for each subsequent violation within that calendar year.

2.4 WATER SERVICE REINSTATEMENT FEE

The reinstatement fee shall be assessed at reconnection, based on the amount of time since the account was last active.

Time since last active	Amount
0-30 days	\$100.00
31-60 days	Two month's base rate as previously billed.
61-90 days or more	Three month's base rate as previously billed.

2.5 WATER METER TESTING FEE \$500.00 per test

2.6 WATER LABOR RATE \$50.00 per hour (rounded up to the nearest half-hour)

2.7 WATER PARTS & SUPPLIES RATE Cost + 15% stocking fee

2.8 FIRE HYDRANT METER DEPOSIT FEE

2 Inch Meter	\$1,950.00
¾ Inch Meter	\$500.00
Fire hydrant wrench deposit fee	\$50.00
Meter Radio	\$200.00

2.9 RENTER DEPOSIT \$50.00

2.10 NON-MAILED SHUT-OFF NOTICE FEE \$75.00

2.11 IMPROPER WATER SHUT-OFF OR TURN ON \$250.00

2.12 STORMWATER FEE

2.12.1 An Equivalent Surface Unit or ESU ~~\$6.66~~ \$6.86

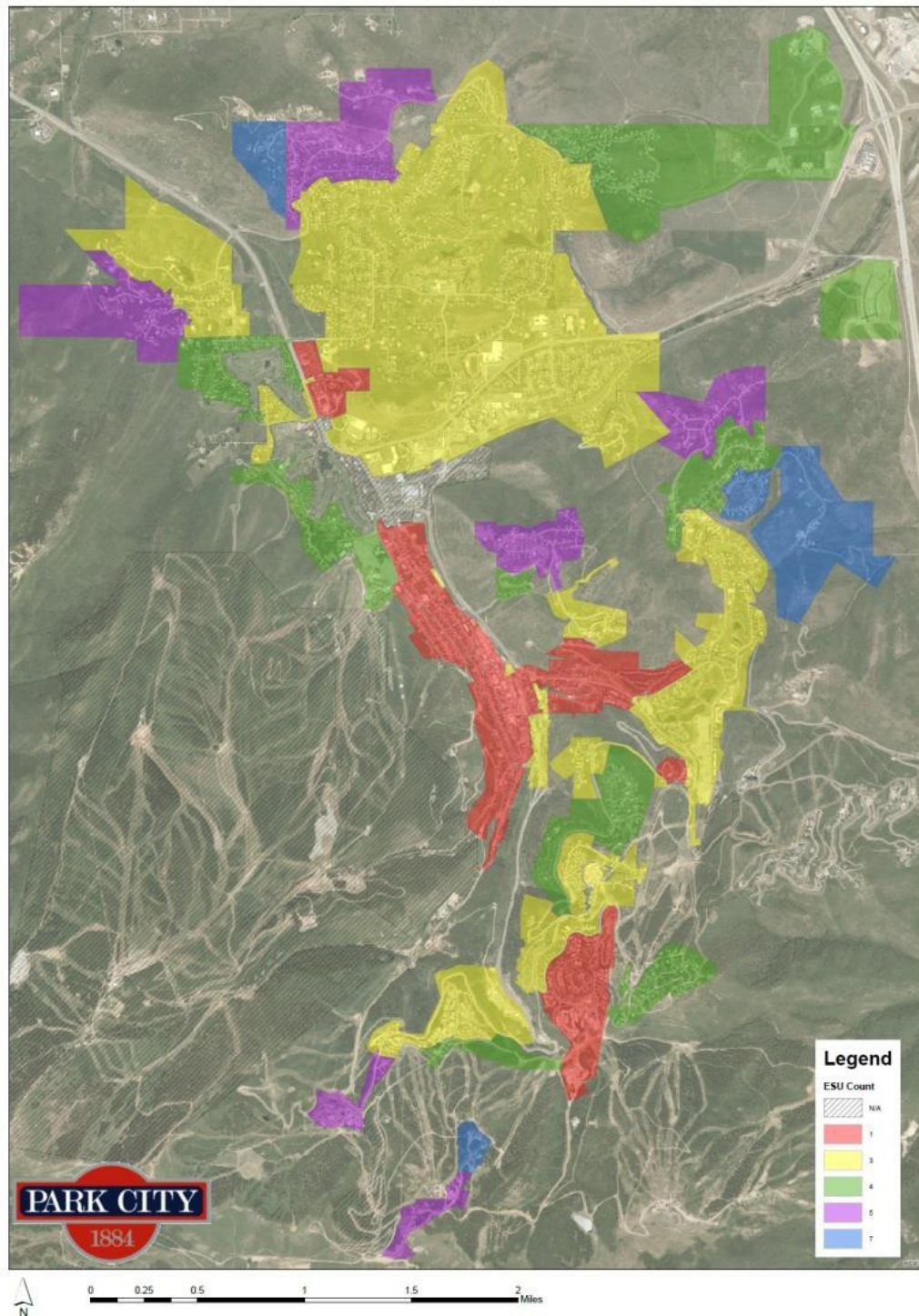
2.12.1.1 Green Infrastructure Reduction

After submittal of a complete application for a Green Infrastructure ESU reduction, an account may be eligible for a reduction of up to 20% of the ESU fee listed in 2.12.1.2.

2.12.2 Single Family Residential Initial Assignment

A Single Family Residential property shall be assigned an ESU number based the following map. The assignment may be changed based on an evaluation of an individual property.

Park City Stormwater Utility Map



The default Residential ESU Map was updated to reflect the construction that has occurred in Park City Heights. A new average in the Phase I decreases the default ESU count of 4 to a default of 2. All other zones remain the same.

2.12.3 Multi-Family Residential Initial Assignment

A Multi-Family Residential property shall be assigned 1 ESU per dwelling unit. This assignment may be changed based on an evaluation of an individual property.

SECTION 3. SPECIAL MEETINGS FEES

3.1 SPECIAL COUNCIL MEETING

\$270.00 for initial 30 minutes and
\$133.00 per 30 minutes thereafter

When a special council meeting (not regularly scheduled) must be called to accommodate an applicant for a license, permit or any other issue not requested by Council or staff, the applicant will be assessed a \$270 fee per application. If the meeting is longer than 30 minutes the applicant will be charged an additional \$133 per 30 minute increment thereafter.

3.2 TYPE 2 CSL SPECIAL MEETING

\$76.00 per applicant

SECTION 4. BUSINESS LICENSING

4.1- 4.5.

PARK CITY BUSINESS LICENSE FEE SCHEDULE									
Transit Service Enhancement Fee		Festival Facilitation, Service Enhancement Fee		Enhanced Enforcement Fee		Administrative Fee			
Rate	Unit of Measure	Rate	Unit of Measure	Rate	Unit of Measure	Rate Renewals	Rate New/ Inspections	Unit of Measure	
Ski Resort	\$0.26	Skier Day	\$0.01	Skier Day	-	\$22.00	\$149.00	License	
Lodging	\$19.25	Per Bedroom	\$9.49	Per Bedroom	-	\$17.00	\$149.00	License	
Restaurant	\$0.23	Per Sq. Ft.	\$0.10	Per Sq. Ft.	-	\$22.00	\$149.00	License	
Outdoor Dining	\$0.06	Per Sq. Ft.	\$0.03	Per Sq. Ft.	-	\$22.00	\$149.00	License	
Retail	\$0.23	Per Sq. Ft.	\$0.10	Per Sq. Ft.	-	\$22.00	\$149.00	License	
Large Retail (>12,000 sq. ft.)	\$0.16	Per Sq. Ft.	\$0.07	Per Sq. Ft.	-	\$22.00	\$149.00	License	

Transit Service Enhancement Fee			Festival Facilitation, Service Enhancement Fee		Enhanced Enforcement Fee		Administrative Fee		
Rate		Unit of Measure	Rate	Unit of Measure	Rate	Unit of Measure	Rate Renewals	Rate New/Inspections	Unit of Measure
Office, Service, Other	\$0.21	Per Sq. Ft.	\$0.01	Per Sq. Ft.	-	-	\$22.00	\$149.00	License
Warehouse	\$0.06	Per Sq. Ft.	\$0.00	Per Sq. Ft.	-	-	\$22.00	\$149.00	License
Resort and Amusement	\$1.04	Per User	\$0.05	Per User	-	-	\$22.00	\$149.00	License
For-Hire Ground Transportation Vehicles	\$37.50	Per Vehicle	\$1.75	Per Vehicle	\$45.58	Per Vehicle	\$71.83	\$71.83	License
Other Commercial Vehicles and Trailers	\$7.50	Per Vehicle	\$0.29	Per Vehicle	-	-	\$22.00	\$74.00	License
Employee Based	\$3.75	Per Employee	\$0.15	Per Employee	-	-	\$22.00	\$149.00	License
Commercial Vending, Game and Laundry Machines	\$18.75	Per Machine	\$0.73	Per Machine	-	-	\$22.00	\$149.00	License
Escort Services	\$3.75	Per Employee	\$0.15	Per Employee	\$46.19	Per Employee	\$22.00	\$149.00	License
Solicitor	\$10.50	Per Solicitor	\$2.50	Per Solicitor	-	-	\$74.00	\$74.00	License

	Transit Service Enhancement Fee		Festival Facilitation, Service Enhancement Fee		Enhanced Enforcement Fee		Administrative Fee		
	Rate	Unit of Measure	Rate	Unit of Measure	Rate	Unit of Measure	Rate Renew-als	Rate New/Inspections	Unit of Measure
Alcoholic Beverage/ Single Event Alcoholic Beverage	\$27.92	Per License	\$12.50	Per License	\$45.58	Per License	\$100.00	\$100.00	License
Type 1 CSL	\$0.23	Per Sq. Ft.	\$0.10	Per Sq. Ft.	-	-	-	\$149.00	License
Type 2 CSL	\$288.00	Per License	\$125.00	Per License	\$45.58	Per License	-	\$372.00	License
Type 3 CSL	-	-	-	-	-	-	-	\$149.00	License
Outdoor Sales	*In addition to regularly issued business license							\$5.00	License
Outdoor Sales-Promotion by Merchants Association	*In addition to regularly issued business license							\$4.00	License
Outdoor Sales-Seasonal Plants								\$50.00	License

SECTION 5. MISCELLANEOUS LAW ENFORCEMENT FEES.

5.1 Alarm Monitoring Fees

\$100.00 Cash deposit to be posted at time of installing each alarm system within the Park City limits.

\$ - 0 - First response within 6 months, no fee deducted from \$100.00 bond.

\$25.00 Second response to premise within 6 months, and for each subsequent response to said premise. [\$25 deducted from bond].

5.2 Direct Access Alarms

\$100.00 Per alarm connected through a direct access device, and not per alarm company, for the initial installation of the alarm.

\$50.00 Per year, per alarm for subsequent years or parts thereof.

5.3 Vehicle Impound Fee

\$20.00 Per vehicle, per impound (also see Section 7.7).

5.3 Contract Law Enforcement Services

Police Officer (per employee, per hour - four hour minimum) \$75.00

Holiday (per employee, per hour - four hour minimum) \$165.00

SECTION 6. GRAMA (Government Records Access and Management Act) FEES.

6.1 Copies. Copies made at a city facility: \$.10 per page*. Double-sided copies shall be charged as two pages. **For police records requests, see Section 6.6.*

6.2 Copies from outside copiers. The city reserves the right to send the documents out to be copied and the requestor shall pay the actual cost to copy the documents, including any fee charged for pick-up and delivery of the documents.

6.3 Copies retrieved from Utah State Archives or other storage facility. In addition to the copy fee, the requester must pay actual cost for staff time and mileage (computed using the current official federal standard mileage rate).

6.4 Compiling Documents in a form other than that normally maintained by the City, pursuant to U.C.A. 63G-2-203 (2016 2022). In the event the City compiles a record in a form other than that normally maintained by the City, the actual costs under this section may include the following:

(2)(a)(i) the cost of staff time for compiling, formatting, manipulating, packaging, summarizing, or tailoring the record either into an organization or media to meet the person's request;

(ii) the cost of staff time for search, retrieval, and other direct administrative costs for complying with a request; and

(iii) in the case of fees for a record that is the result of computer output other than word processing, the actual incremental cost of providing the electronic services and products together with a reasonable portion of the costs associated with formatting or interfacing the information for particular users, and the administrative costs as set forth in Subsections (2)(a)(i) and (ii).

(b) An hourly charge under Subsection (2)(a) may not exceed the salary of the lowest paid employee who, in the discretion of the custodian of records, has the necessary skill and training to perform the request.

~~(c) Notwithstanding Subsections (2)(a) and (b), no charge may be made for the first quarterhour of staff time.~~

6.5 Fee Waiver for Public Benefit. The City may fulfill a record request without charge if it determines that: releasing the record primarily benefits the public rather than a person; the

individual requesting the record is the subject of the record, or an individual specified in U.C.A. Subsection 63G-2-202(1) or (2); or the requester's legal rights are directly implicated by the information in the record, and the requester is impecunious.

6.6 Requests for Police Records

\$10.00 per police report/traffic accident report
\$20.00 per CD (compact disc) of Video or Photographs
\$5.00 per printed color photograph
\$15.00 per fingerprinting request

SECTION 7. PARKING, METER RATES, VIOLATIONS, TOWING, AND IMPOUND FEES

7.1 Fines for meter violations are as follows:

First violation per registered owner(s): No fine or late fees. Vehicle license plate and/or VIN numbers will be logged into the system and a courtesy card issued to welcome to Main Street and educate user on the meter system.

Second thru Fifth (2nd - 5th) violation per registered owner(s):

Effective July 1, ~~2019~~ 2022

~~\$35.00~~ \$50.00 from the date of violation until fourteen (14) days following the violation, escalating to:

~~\$38.00~~ \$55.00 after 14 days;

~~\$41.00~~ \$58.00 after 30 days;

~~\$43.00~~ \$60.00 after 60 days

More than five (>5) violations per registered owner(s):

Effective July 1, ~~2019~~ 2022

~~\$70.00~~ \$75.00 from the date of violation until fourteen (14) days following the violation, escalating to:

~~\$77.00~~ \$80.00 after 14 days;

~~\$84.00~~ \$85.00 after 30 days;

~~\$88.00~~ \$90.00 after 60 days

7.2 Fines for mobility disabled space violations are as

follows: Effective July 1, ~~2019~~ 2022

~~\$270.00~~ \$300.00 from the date of violation until fourteen (14) days following the violation,

escalating to:

~~\$297.00~~ \$325.00 after 14 days;

~~\$326.00~~ \$350.00 after 30 days;

~~\$344.00~~ \$375.00 after 60 days

7.3 Fines for special event parking violations. When enacted by the City Manager under Section 7.7, the fines for special event parking violations are as follows:

- A. Egregious violations (i.e., obstructing traffic on Main Street or along bus routes) or mobility disabled space violations. ~~\$150.00~~ \$200.00 from the date of violation until fourteen (14) days following the violation, escalating to:

~~\$165.00~~ \$215.00 after 14 days;
~~\$181.00~~ \$235.00 after 30 days;
~~\$189.00~~ \$250.00 after 60 days

- B. Fines for all other special event parking violations.

Effective ~~December 15, 2017~~ July 1, 2022

~~\$145.00~~ \$200.00 from the date of violation until fourteen (14) days following the violation

~~\$145.00~~ \$215.00 after 14 days;
~~\$145.00~~ \$235.00 after 30 days;
~~\$145.00~~ \$250.00 after 60 days

7.4 **FINES FOR TIME LIMIT PARKING VIOLATIONS** are as follows:

Effective July 1, ~~2019~~ 2022

~~\$35.00~~ \$50.00 from the date of violation until fourteen (14) days following the violation, escalating to:

~~\$38.00~~ \$55.00 after 14 days;
~~\$41.00~~ \$58.00 after 30 days;
~~\$43.00~~ \$60.00 after 60 days

Second thru Fifth (2nd - 5th) violation per registered owner(s):

Effective July 1, ~~2019~~ 2022

~~\$35.00~~ \$60.00 from the date of violation until fourteen (14) days following the violation, escalating to:

~~\$38.00~~ \$65.00 after 14 days;
~~\$41.00~~ \$70.00 after 30 days;
~~\$43.00~~ \$75.00 after 60 days

More than five (>5) violations in the previous three years per registered owner(s):

Effective July 1, ~~2019~~ 2022

~~\$70.00~~ \$75.00 from the date of violation until fourteen (14) days following the violation, escalating to:

~~\$77.00~~ \$80.00 after 14 days;
~~\$84.00~~ \$85.00 after 30 days;
~~\$88.00~~ \$90.00 after 60 days

7.5 **Fines for all other parking violations** are as follows:

Effective July 1, ~~2019~~ 2022

~~\$40.00~~ \$60.00 from the date of violation until fourteen (14) days following the violation, escalating to:

~~\$44.00~~ \$65.00 after 14 days;
~~\$48.00~~ \$70.00 after 30 days;
~~\$50.00~~ \$75.00 after 60 days

Second thru Fifth (2nd - 5th) violation per registered owner(s):

Effective July 1, ~~2019-2022~~

~~\$66.00~~ ~~\$75.00~~ from the date of violation until fourteen (14) days following the violation, escalating to:

~~\$72.00~~ ~~\$80.00~~ after 14 days;

~~\$79.00~~ ~~\$85.00~~ after 30 days;

~~\$82.00~~ ~~\$90.00~~ after 60 days

More than five (>5) violations per registered owner(s):

Effective July 1, ~~2019-2022~~

~~\$66.00~~ ~~\$75.00~~ from the date of violation until fourteen (14) days following the violation, escalating to:

~~\$72.00~~ ~~\$80.00~~ after 14 days;

~~\$79.00~~ ~~\$85.00~~ after 30 days;

~~\$82.00~~ ~~\$90.00~~ after 60 days

7.5 Parking Permits.

China Bridge Parking Permits –Business Permit: Businesses with a Main Street area address and a valid business license are eligible to purchase a parking permit(s) valid for China Bridge and Gateway covered areas. The permit is not valid during major events. Alternative parking areas may be provided for these events. This permit allows parking beyond the 6 hour limit not to exceed 72 hours at one time in a parking space. Cost for this permit is ~~\$400.00~~ ~~\$500.00~~ annually, ~~\$200.00~~ ~~\$250.00~~ if purchased after April 1st of each calendar year. A replacement permit can be purchased for \$200.00 subject to approval by the Parking Manager.

Drop & Load Parking Permits - \$200 per vehicle annually, \$100 replacement permit Ground Transportation, Lodging and TNC Companies with a valid business license per Title 4-8 and Title 9 are eligible to purchase a parking permit(s) valid for Drop and Load areas during timeframes, seasons, Special Events, and locations as approved by the Parking Manager and City Manager. Drop and Load parking permits may be transferable between vehicles.

Old Town Employee Parking Permit - \$30 per month Old Town employees with a Main Street area business address may apply for a monthly paid permit for \$30 per month. This permit allows for parking all hours (except where signed otherwise) in the China Bridge parking structure. This permit is non-transferrable and not a shareable permit. Quantities are limited with a first-come first-served basis. The permit is NOT valid during major events. Alternative parking locations maybe provided. Payments for this permit are automatically charged to the account holder until it is cancelled by the account holder.

Residential Business Permit - \$25.00 per day – businesses operating and requiring parking in residential permit zones including nightly rentals, construction, landscaping, plumbing, etc. Replacement permit cost is \$20.00

7.6 Special Event Parking. The City Manager may implement Special Event Parking Permit Fees, Special Event Meter Rates and/or Special Event Parking Fines for events held under a Master Festival License. The fee for these Special Event Parking Permits and Special Event Meter Rates will not exceed \$60.00 per day.

7.8 Tow and Storage Fees. Vehicles towed from City parking and stored in private lots are subject to Utah State allowed amounts as outlined in the Park City Police Department Towing Rate Schedule. Vehicles towed from City parking and stored in private lots are subject to Utah State allowed amounts as outlined in the Park Police Department Towing Rate Schedule.

Vehicles relocated from/to City parking are subject to administrative/towing fees up to \$100.

7.9 Immobilization Fee ~~\$35.00~~ \$50.00

7.10 Fees for Special Use of Public Parking are as follows:

Main Street, Heber Avenue, Park Avenue (Heber to 9th St): Daily rate of ~~\$16.00~~ \$20.00 per space

Swede Alley: Daily rate of ~~\$12.00~~ \$15.00 per space

Sandridge, South City Park, Residential Permit Zones: Monthly rate of ~~\$20.00~~ \$25.00 per space

- a. Up to two spaces for vehicle parking with approved and active building permit: ~~\$0.00~~ \$100.00
- b. Vehicle Permits: ~~\$20.00~~ \$75.00 per space per month
- c. Dumpster or Equipment Permit: ~~\$50.00~~ \$75.00 per space per month

Pay station removal for construction: \$1,000.00

Application Fee: ~~\$20.00~~ \$50.00

Applications are reviewed by appropriate divisions, such as Parking Services, Transportation, Police, Building Departments, and Special Events.

7.11 Garage and Surface Lot Parking Rates, Effective ~~December 15, 2017~~ July 1, 2022:

Peak Season, December through April 15 and June through September

China Bridge:

11:00 a.m.- 6:00 p.m. – FREE, no hourly max
6:00 p.m.-Midnight – \$3.00/hour, no hourly max
Hourly rate may be modified, and may not exceed \$4.00/hour
Lost ticket fee will equal the maximum daily fee

Swede Alley, Flag Pole, & Bob Wells Plaza:

AM – FREE, 4 hour max
11:00 a.m. – 5:00p.m. – FREE, 4 hour max
5:00 p.m.-Midnight – ~~\$3.00~~ \$4.00/hour, 4 hour max
Hourly rate may be modified, and may not exceed \$4.00/hour

North Marsac:

AM-5:00 p.m. – FREE, 24 hour max
5:00 p.m.-Midnight – ~~\$1.00~~ \$2.00/hour, 24 hour max
Hourly rate may be modified, and may not exceed \$3.00/hour

Sandridge:

AM-5:00 p.m. – FREE, 72 hour max
5:00 p.m.-Midnight – FREE, 72 hour max

South Marsac:

AM-5:00 p.m. – FREE, 2 hour max
5:00 p.m.-Midnight – FREE, 2 hour max

West Heber, between Main Street and Park Avenue:

11:00 a.m.-5:00 p.m. – ~~\$2.00~~ \$3.00/hour, 3 hour max
Hourly rate may be modified, and may not exceed \$3.00/hour

5:00 p.m.-Midnight – ~~\$4.00~~ \$5.00/hour, 3 hour max
Hourly rate may be modified, and may not exceed \$5.00/hour

Park Avenue:

~~6:00 a.m.-2:00 a.m. – FREE, 2 hour max~~ Resident Permit Required – shared 2 hour free parking zone- resident permit exempt from time limitation

East Heber, between Main Street and Swede Alley:

6:00 a.m.-2:00 a.m. – Load Zone, 2 hour max.

Gateway top level:

FREE for Main Street permit holders

Non-Peak Season, April 15 through May and October through November

China Bridge:

11:00 a.m.-6:00 p.m. – FREE-No hourly max
6:00 p.m.-Midnight \$1.00/hour, no hourly max
Hourly rate may be modified, and may not exceed \$3.00/hour
~~Lost ticket fee will equal the maximum daily fee~~

Swede Alley, Flag Pole, & Bob Wells Plaza:

AM – FREE, 4 hour max
11:00 a.m.-5:00 p.m. – ~~\$1.50~~ \$2.00/hour, 4 hour max
Hourly rate may be modified, and may not exceed \$3.00/hour

5:00 p.m.-Midnight – ~~\$1.50~~ \$3.00/hour, 4 hour max
Hourly rate may be modified, and may not exceed \$3.00/hour

Sandridge/North Marsac:

AM-5:00 p.m. – FREE, ~~no hourly~~ 24 hour max

5:00 p.m.-Midnight – FREE, ~~no hourly~~ 24 hour max

7.12 Meter rates are as follows:

Effective ~~December 15, 2017~~ July 1, 2022:

Peak Season

AM – FREE, no hourly max

11:00 a.m.-5:00 p.m. – ~~\$2.00~~ \$3.00/hour, 3 hour max

Hourly rate may be modified, and may not exceed \$3.00/hour

5:00 p.m.-Midnight – ~~\$4.00~~ \$5.00/hour, 3 hour max

Hourly rate may be modified, and may not exceed \$5.00/hour

Non-Peak Season

AM – FREE, no hourly max

11:00 a.m.-5:00 p.m. – ~~\$1.00~~ \$2.00/hour, 3 hour max

Hourly rate may be modified, and may not exceed \$1.50/hour

5:00 p.m.-Midnight – ~~\$2.00~~ \$3.00/hour, 3 hour max

Hourly rate may be modified, and may not exceed \$3.00/hour

No less than one hour can be purchased with a credit card. For event rates, see Section 7.7.

Effective December 15, 2017 Tokens will no longer be an acceptable method of payment.

7.13 Meter payment by cell phone:

Users sign up for a free account. Meter rates in Section 7.12 apply; no less than one hour can be purchased. City pays the convenience fee charged by the service provider.

SECTION 8. RECREATION SERVICES AND FACILITY RENTAL FEES

8.1 PURPOSE AND PHILOSOPHY. Recreation Services, the Parks Department, Miners Hospital Community Center and the Library are supported primarily by tax dollars through the City's General Fund. The Golf Course has been established as an enterprise fund and should be primarily supported by revenues other than taxes. This policy applies to Recreation Services and the Golf Course Enterprise fund.

The purpose of this section is to establish a level of operations and maintenance cost recovery for programs, activities and facilities, and direction for establishing fees and charges for the use of and/or participation in the programs, activities and facilities offered by the Recreation Services, Golf Course, Library, and Miners Hospital Community Center.

It is the intent of the City to offer its Recreation Services programs, activities and facilities to the entire community. To help offset the cost of providing these services, and since the primary beneficiaries of these services are users, it is appropriate to charge fees that are adequate to fund operation of the facility in line with other like programs.

8.2 COST RECOVERY. It is the intent of the City to recover roughly 70% of the operations and maintenance expenses incurred by the Recreation Department and the ~~Recreation Center~~ PC MARC and 100% of the operations and maintenance expenses incurred by the Golf Course through sources of revenue other than taxes. The City's cost recovery plan is described in detail in the City's budget document. User fees should not be considered the only source for accomplishing this objective. Revenues may also include:

- Increases in program participation.
- Fees charged for non-recreational use of facilities (conventions/special events)
- Rental income
- New programs or activities
- Private sponsorship of programs or activities
- Public agency grants or contributions.

8.3. ESTABLISHING USER FEES. Fees shall be set at a level which ensures program quality and meets the objectives of the City Council.

8.3.1 Area Resident Discount: Those people whose primary residence is within the Park City School District limits; are currently paying property tax within Park City School District limits; or are holding a valid Park City business license and leasing or renting office space within Park City ~~are entitled to~~ may receive a discount on user fees for the ~~Recreation Center~~ PC MARC and Golf Course.

8.3.2 Recreation Program Fees: The Recreation Department, the ~~Recreation Center~~ PC-MARC and the Golf Course offer a variety of organized programs and activities. Due to the fluctuations in the number of participants and frequent changes in circumstances, program fees are established on a program-by-program basis by dividing the number of projected participants by the estimated program costs. Fees are then published on the city's website. In most cases, fees will be kept commensurate with fees charged by others providing like service.

8.3.3 Fees for Non-Recreational Activities at the ~~Recreation Center~~ PC MARC: The fees charged for non-recreational or special event use will be competitive with the marketplace providing the fees cover a minimum of: a) the costs involved in the production of the event; and, b) recovery of lost revenue.

The ~~Recreation Center~~ PC MARC facility is principally for recreation. Non-recreation activities usually will be charged up to fifty percent (50%) more than the minimum. No fee waivers for non-recreational or special event use will be permitted. However, the City Council may authorize the City to pay all or a portion of the fee in accordance with the master festival ordinance provisions.

8.3.4 Fee Increases: Recommendations for fee increases may be made on an annual basis. The City will pursue frequent small increases as opposed to infrequent large ones. Staff will be required to provide an annual review and analysis of the financial posture of the Golf Course Fund along with justification for any recommended increase. When establishing fees, the City will consider rates charged by other public and private providers as well as the ability of the users to pay.

To establish and maintain the Council's objective of 70% cost recovery, the ~~Regional Director~~ Recreation Director will have the authority to annually increase fees up to \$.50 or 10%, whichever

is greater. Any requested increase over that amount will require Council action.

Fee increases will take place only if they are necessary to achieve the City Council's objective and maintain program quality, and only with the authorization of the ~~Regional Director~~ **Recreation Director** or the City Council.

8.3.5 Discounting Fees: The Recreation Director may, at their discretion, discount fees when:

- Offering special promotions designed to increase use.
- Trying to fill non-prime time.
- Introducing new programs or activities.
- Playing conditions are below standard due to weather or facility disrepair.

8.3.6 Fee Waivers: The City intends that no resident under 18 years old or over age 65 be denied the use of any program, activity, or facility for reasons of financial hardship. The Recreation Director may, at ~~his~~ **their** discretion, waive all or a portion of a fee, or may arrange offsetting volunteer work for anyone demonstrating an inability to pay for services.

8.3.7 Sliding Fee Scale: The purpose of this program is to provide both adult & youth residents of the Park City School District (PCSD) with the opportunity to apply for a reduced fee for certain recreation activities. The fee reduction is based on Summit County's Average Median Income (AMI) and the applicant's gross family income. The discounts range from 30 to 70% depending on Gross Family Income.

Sliding Fee Scale

	Family Size					
% of AMI	One	Two	Three	Four	Five	Six
Below 30% AMI Receive 70% discount	Less than \$24,000 <u>\$25,368</u> Gross Income	Less than \$27,000 <u>\$28,992</u> GI	Less than \$31,000 <u>\$32,616</u> GI	Less than \$34,000 <u>\$36,240</u> GI	Less than \$37,000 <u>\$39,139</u> GI	Less than \$40,000 <u>\$42,038</u> GI
31% to 50% AMI Receive 50% discount	\$24,001 <u>\$25,369</u> to \$40,000 <u>\$42,280</u>	\$27,001 <u>\$28,993</u> to \$46,000 <u>\$48,320</u>	\$31,001 <u>\$32,617</u> to \$51,200 <u>\$54,360</u>	\$34,001 <u>\$36,241</u> to \$57,000 <u>\$60,400</u>	\$37,001 <u>\$39,140</u> to \$61,500 <u>\$65,232</u>	\$40,001 <u>\$42,039</u> to \$66,000 <u>\$70,064</u>
51% to 70% AMI Receive 30% discount	\$40,001 <u>\$42,281</u> to \$55,900 <u>\$59,192</u>	\$46,001 <u>\$48,321</u> to \$63,800 <u>\$67,648</u>	\$51,201 <u>\$54,361</u> to \$71,700 <u>\$76,104</u>	\$57,001 <u>\$60,401</u> to \$79,700 <u>\$84,560</u>	\$61,501 <u>\$65,233</u> to \$86,100 <u>\$91,325</u>	\$66,001 <u>\$70,065</u> to \$92,500 <u>\$98,090</u>

8.4. **RECREATION CENTER PC MARC:**

8.4.1 ~~Recreation Center~~ **PC MARC** Fees

Punch Card Admission. For ease of administration and convenience to users, a punch card system has been established for use of the ~~Recreation Center~~ **PC MARC** programs and

activities. The purchase of a punch card may result in a savings off the regular rate.

Punch Passes

Youth (3 to 17) 10 Punch
Adult 10 Punch
Senior & Military 10 Punch
Child Care 10 Punch (10 hrs.)

Resident

\$28.00
\$80.00
\$70.00
\$35.00

Visitor

\$40.00
\$100.00
\$80.00

Tennis Fees

Resident rate
Visitor rate

Hourly Court Fees

Indoor	Outdoor
\$32.00 \$34.00	\$12.00 \$14.00
\$44.00	\$16.00

Youth Clinics Pre-Registration

Red Ball: ~~\$12/day~~ \$14/day
Orange: ~~\$24/day~~ \$26/day
Green: ~~\$24/day~~ \$26/day
Yellow: ~~\$24/day~~ \$26/day
~~Peak: \$28/day~~

Youth Clinic Drop-In

Red: ~~\$15~~ \$17
Orange: ~~\$28~~ \$30
Green: ~~\$28~~ \$30
Yellow: ~~\$28~~ \$30
Peak: ~~\$32~~ \$34

Other Tennis Fees

Private Lesson 1 Hour	\$80.00
Private Lesson 1/2 hour	\$44.00
Semi Private Lesson 1 hour (Per person)	\$42.00
Group of 3 (Per person)	\$32.00
Group of 4 (Per person)	\$27.00
Clinic drop-in fee 1 hour	\$17.00
Clinic drop-in fee 1.5 hours	\$26.00
Ball Machine per hour	\$12.00
Tennis Courts Non-Athletic (Daily)	\$3,000.00

Pickleball Fees

Indoor Bubble Courts	\$16/hr <u>\$17/hr</u>
Outdoor Courts	\$12/hr <u>\$14/hr</u>
Per – hr. Clinic	\$12/hr <u>\$15/hr</u>
Monthly Clinic	\$45
Private Lesson 1 hour	\$45 <u>\$50</u>
Semi-Private Lesson 1 hour	\$30 <u>\$50/pp</u>
<u>Group of 3 (Per Person)</u>	<u>\$30/hr</u>
<u>Group of 4 (per person)</u>	<u>\$25/hr</u>

Daily Drop In	Resident	Visitor
Toddlers 2 & Under	Free	Free
Youth (3 to 17)	\$3	\$6
Adult	\$9	\$15
Senior 65+ & Military	\$7 <u>\$8</u>	\$9

Insurance Drop In Class Fee \$7.00

Facility Passes: ~~There are two types of facility passes one which includes all amenities except tennis & pickleball and the other which includes all amenities except group fitness, pickleball and tennis. Program fees are additional and are not included in pass fees.~~

Individual Rate

Term	Facility Rate	Class Add On	Total
1 Month	\$45 <u>\$50</u>	\$22 <u>\$25</u>	\$67 <u>\$75</u>
3 Month	\$125 <u>\$135</u>	\$60 <u>\$67</u>	\$185 <u>\$202</u>
6 Month	\$232 <u>\$245</u>	\$108 <u>\$121</u>	\$340 <u>\$366</u>
12 Month	\$433 <u>\$440</u>	\$192 <u>\$219</u>	\$625 <u>\$659</u>

Senior 65+ & Military Individual Rate

Term	Facility Rate	Class Add On	Total
1 Month	\$40 <u>\$45</u>	\$22 <u>\$25</u>	\$62 <u>\$70</u>
3 Month	\$112 <u>\$121</u>	\$60 <u>\$67</u>	\$172 <u>\$188</u>
6 Month	\$205 <u>\$218</u>	\$108 <u>\$121</u>	\$313 <u>\$339</u>
12 Month	\$375 <u>\$393</u>	\$192 <u>\$219</u>	\$567 <u>\$612</u>

~~Couple Rate~~

Term	Facility Rate	Class Add On	Total
1 Month	\$82	\$38.00	\$120
3 Month	\$242	\$108.00	\$350
6 Month	\$393	\$182.00	\$575
12 Month	\$725	\$325.00	\$1,050

PC MARC Tennis Passes

Term	Single	Couple	Additional Family Member
1 Month	\$200.00	\$320.00	\$30.00
3 Month	\$475.00	\$760.00	\$60.00
6 Month	\$775.00	\$1,345.00	\$110.00
12 Month	\$1,210.00	\$2,150.00	\$225.00

<u>Term</u>	<u>Single</u>
<u>1 Month</u>	<u>\$220</u>
<u>3 Month</u>	<u>\$520</u>
<u>6 Month</u>	<u>\$850</u>
<u>12 Month</u>	<u>\$1,330</u>

Gymnasium	Hourly Resident	Hourly Visitor	Daily
Full Gym	\$65	\$125	
Half Gym	\$35	\$75	
<u>Daily Full Gym</u>	<u>\$325</u>	<u>\$625</u>	\$1,400
Non Athletic			

Fitness Studios	\$65.00 (for profit)	\$125.00 (for profit)
	\$35.00 (non-profit)	\$75.00 (non-profit)

Other Fees

Visitor 10 Punch Card	\$100.00
Child Care Per Hr.	\$4.00
Non-Contact Personal Training	\$60 per day
Personal Training Daily Fee	\$25 per session
Personal Training Monthly Fee	\$400 per month
Personal Training Annual Fee	\$4,000 per year
Birthday Party	\$150.00
Party Room per hour	\$50.00
Pool Per Hour	\$100 plus guards
Lap Pool Per Lane	\$25 per lane per hour

8.5 GOLF FEES. The Park City Municipal Golf Course is an 18-hole course and 6,743 yards in length. The fees listed below are established fees, however they may be altered for certain types of tournament play. To receive a resident discount, the recreation card (which must have a City resident designation) must be presented to the golf starter. Season passes are available only to those who possess a locals card. Playing conditions on the course may vary due to weather constraints, particularly early and late in the season. The Golf Manager may, at his discretion, discount the established fees to encourage use of the course when playing conditions are less than optimum.

Regular Season- Memorial Day through September
Off-Season- Pre-Memorial Day, October and November

Resident Season Pass	\$1,110.00 <u>\$1,200.00</u>
Junior Pass	\$425.00

Jr./Sr. Punch Pass	\$350.00 <u>\$360.00</u>
Non-Resident Sr. Punch Pass	\$390.00 <u>\$400.00</u>
Corporate Pass	\$3,000.00
Resident 18 Hole	\$39.00 <u>\$40.00</u>
Resident 18 Hole with Cart	\$55.00 <u>\$56.00</u>
Utah Resident 18 Hole	\$48.00 <u>\$50.00</u>
Utah Resident 18 Hole with Cart	\$64.00 <u>\$66.00</u>
Non-Resident 18 Hole	\$55.00 <u>\$60.00</u>
Non-Resident 18 Hole with Cart	\$71.00 <u>\$76.00</u>
Resident 9 Hole	\$19.50 <u>\$20.00</u>
Resident 9 Hole with Cart	\$27.50 <u>\$28.00</u>
Utah Resident 9 Hole	\$24.00 <u>\$25.00</u>
Utah Resident 9 Hole with Cart	\$32.00 <u>\$33.00</u>
Non-Resident 9 Hole	\$27.50 <u>\$30.00</u>
Non-Resident 9 Hole with Cart	\$35.50 <u>\$38.00</u>
Resident Off-Season 18 Hole	\$28.00 <u>\$32.00</u>
Non-Resident Off-Season 18 Hole	\$32.00 <u>\$34.00</u>
Small Range Bucket	\$5.00
Large Range Bucket	\$10.00
Rental Clubs for 18 Holes (includes 6 golf balls)	\$50.00 <u>\$55.00</u>
Rental Clubs for 9 Holes (includes 3 golf balls)	\$25.00 <u>\$27.50</u>

Lodging/Advance booking 18 Hole with cart \$90.00

8.6. LIBRARY FEES. The Park City Library Board routinely reviews non-resident fee options and recommends changes. Library services, which are funded by the General Fund, are provided without charge to property owners, residents, and renters within the City's boundaries. Non-resident card fees are charged to those who request borrowing privileges but live outside the City's taxing area. On September 8, 2002, the Library Board voted to change the fee charged to some non-resident library users.

Non-Resident Card Fees

Household	\$40.00 per year
Non-Resident Card Fees - Household (6 months)	\$20.00
Students residing in Summit County	Free
Educators in Park City School District	Free
Interlibrary Loans	\$1.00 charge per item

8.7. CEMETERY FEES. ~~Anyone owning property, currently residing, or having resided in Park City for a period of more than ten years consecutively, is eligible to purchase cemetery property or may be buried in the Park City Cemetery. All cemetery plots will be sold on a first-come, first-served basis. The same criteria above are used for the rights to purchase a plaque space on the Memorial Walls in the Cemetery.~~

	<u>Resident Fees</u>	<u>Eligible Non-Resident Fees</u>
Single adult grave	\$300.00	\$600.00
Opening and closing adult grave	\$600.00	\$600.00
Removal of adult from one grave to another within cemetery	\$960.00	\$960.00
Removal of infant from one grave to another within cemetery	\$720.00	\$720.00
Removal of adult for interment outside cemetery	\$1,000	\$1,000
Removal of infant for interment outside cemetery	\$360.00	\$360.00
Additional charge for after hour burials including Saturdays, holidays, weekends	\$200.00	\$300.00
Interment of cremated remains	\$70.00	\$140.00
Monument grave marker maintenance	\$100.00	\$100.00
Memorial Wall plaque space	\$250.00	\$500.00
Cremation Garden:		
Companion Premium Post	\$530.00	
Companion Peak Marker	\$980.00	
Companion Boulder	\$1,360.00	
Family Bench	\$1,045.00	
Individual Premium Post	\$300.00	
Individual Peak Marker	\$530.00	
Family Pedestal Foundation	\$300.00	
Opening and Closing	\$250.00	

8.7.1. Cemetery Fee Waivers. Any or all of the fees associated with the operation of the Park City Cemetery may be waived by the Cemetery Sexton, however such consideration is focused on persons who provided exceptional community service or residents with proven financial hardship. Grave sites, located in the "Veterans Section" for Park City veterans, firemen and police officers will be provided free of charge ~~and fees will be waived for, as well as fees for~~ cemetery services. Family members wishing to be buried in this section of the cemetery will be charged for lots and services.

8.8. PARK PAVILLION RENTAL FEES. It is not mandatory that a fee be paid for the use of a park pavilion. However, those persons having reserved a pavilion and paid the reservation fee shall have the exclusive use to use that pavilion over others. Reservation fees for park pavilion use are as follows:

<u>Rotary and South-End of City Park Pavilions</u>	<u>Half Day</u>	<u>Full Day</u>
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Residents within Park City School District	\$ 60.00 <u>\$75</u>	\$90 <u>\$100</u>
Non-residents/commercial +\$100 refundable cleaning deposit	\$125.00 <u>+\$100</u>	\$200.00+

8.9. MINERS HOSPITAL COMMUNITY CENTER FEES. This facility is located at 1354 Park Avenue. Reservation fees for use of the Miners Hospital Community Center are as follows:

- Group 1: Activities which are free and open to the public, or educational/informational.
Group 2: Activities which are open for public participation but charge a fee for participation such as fundraisers, conferences or other promotional events.
Group 3: Activities which are closed to the public such as private receptions, conferences or parties.
Group 4: Activities which are held between the hours of 6:00 p.m. and 8:00 a.m.

Location	Group 1	Group 2	Group 3	Group 4
Miners Hospital 1 st Floor	Free	\$18/Hour	\$23/Hour	\$30/Hour
Miners Hospital 2 nd Floor	Free	\$18/Hour	\$23/Hour	\$30/Hour

Miners Hospital 3 rd Floor	Free	\$15/Hour	\$20/Hour	\$25/Hour
Miners Hospital Basement	Free	\$15/Hour	\$20/Hour	\$25/Hour

Cancellation Policies for entire building reservations:

For two hour reservations, a \$25.00 handling fee will be charged for cancellations received less than one week prior to rental.

For half-day reservations, a \$50.00 handling fee will be charged for cancellations received less than two weeks prior to rental.

For whole day reservations, a \$75.00 handling fee will be charged for cancellations received less than two weeks prior to rental.

Notes:

****a \$50.00 damage/cleaning deposit is required on all whole day rentals, refundable if the facility is left in satisfactory condition; full payment of all fees is due two weeks prior to the facility rental.**

***a \$300.00 damage/cleaning deposit is required on all special events rentals, \$275 is refundable if the facility is left in satisfactory condition; full payment of all fees for special events is due 30 days prior to the date of the event.

8.10. PARK CITY LIBRARY ROOM RENTAL RATES

Park City Library Rooms are located at 1255 Park Avenue. The rates for the spaces are as follows:

- Group 1: Activities which are free and open to the public during library hours. Groups such as book clubs, support groups, government institutions, Library/City partners, HOAs, and other affiliated community organizations, as approved by the Library Director.
- Group 2: Activities during Library hours which are open for public participation but charge a fee for entry or activities which are closed to the public.
- Group 3: Activities which are outside of Library operating hours or promote or solicit business. This includes businesses that offer initial free services/consultations /presentations, and then later charge a fee or contact attendees
- Non-Profits: Receive one free contiguous rental of up to four hours per month, which may be split between multiple rooms within the Library's operational hours.

Location	Room	Occ.	Group 1	Group 2	Group 3	Non-Cleaning Fine
Library 1 st Floor	Entry Hall	43	Unavailable	Unavailable	\$300/Hour (Unavailable during library hours)	\$20/hour, \$40 minimum
Library 1 st Floor	Entry Hall Patio	90	Unavailable	Unavailable	\$400/Hour (Unavailable during library hours)	\$20/hour, \$40 minimum
Library 1 st Floor	Public Meeting Room 101	34	Free	\$25/Hour	\$50/Hour	\$20/hour, \$40 minimum
Library 2 nd Floor	Study Rooms 1 - 8	3 - 6	Free	Unavailable	Free (Unavailable outside library hours)	\$20/hour, \$40 minimum
Library 2 nd Floor	Meeting Room 201	34	Free	\$25/Hour	\$50/Hour	\$20/hour, \$40 minimum
Library 2 nd Floor	North Conference Room	12	Free	\$20/Hour	\$40/Hour	\$20/hour, \$40 minimum
Library 2 nd Floor	South Conference Room	12	Free	\$20/Hour	\$40 (unavailable outside Library hours)	\$20/hour, \$40 minimum
Library 3 rd Floor	Public Meeting Room 301	34	Free	\$25/Hour	\$50/Hour	\$20/hour, \$40 minimum
Library 3 rd Floor	Jim Santy Auditorium	516	Free	\$95/Hour	\$200/Hour	\$20/hour, \$40 minimum
Library 3 rd Floor	Community Room	85	Free	\$75/Hour	\$150/Hour	\$20/hour, \$40 minimum
Library 3 rd Floor	Kitchen	10	Free	\$30	\$40	\$20/hour, \$40 minimum

Santy Technology Fees:

Projection Fees: Users have two options for projection.

1 - Users may use the in-house technology at no additional cost. Users are responsible for scheduling a training to learn to use the equipment and facilitate use during their rental. Training must be scheduled at least one week prior to the rental

date(s).

2 - Users may rent the Projection Booth and have a trained projectionist manage technology needs. The Projection Booth rents for \$500 per event rental (\$250 for Non-Profits), with a hired projectionist approved by the Park City Library. Projectionists have their own fee scale; Users pay projectionists directly. A list of approved projectionists is available upon request.

Lighting Fees: Stage lighting may be rented when approved by the Library Director or his/her designee. Any change in the direction of lighting must be made by a pre-approved vendor at the expense of the User. The User shall pay the vendor directly. Lighting must be returned to the original direction before vacating the rental. The Projection Booth and a projectionist must be reserved to utilize lighting.

Notes:

1. Advance reservations and standard lease agreement required, tenants included.
2. It is the responsibility of the User to review the *Park City Library Room Use and Rental Policy*.
3. Special parking arrangements may be required for events for more than 250 participants and guests.
4. All rates are subject to change without notice.
5. All deposits and fees are to be paid in advance.
6. Rental rates for auditorium equipment are calculated separately.
7. The City intends that no resident under 18 years old or over age 65 be denied the use of any program, activity or facility for reasons of financial hardship. The Library Director may, at her discretion, waive all or a portion of a fee, or may arrange offsetting volunteer work for anyone demonstrating an inability to pay for services.

SECTION 9. ICE ARENA AND FIELDS RENTAL FEE SCHEDULE.

9.1. Establishing User Fees. Fees shall be set at a level which ensures program quality and meets the objectives of the City Council. Area rates apply to residents of Park City, Summit County and Wasatch County. Outside rates apply to requests outside Summit and Wasatch Counties.

Field Fees

Additional Restroom Cleaning \$30.00 per clean

<u>Ice Arena Admission Fees</u>	<u>Local Area Rates</u>	<u>Outside Area Rates</u>
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~~Youth = Ages 6-17; Adult = 18 and over~~
~~Youth Resident Rate Honored for all Seniors (65+) and Military~~

Public Skate – 5 years & under	Free	Free
Public Skate – youth & adult	\$6.00	\$10.00 <u>\$12.00</u>
Cheap Skate (includes skate rental)	\$6.00	\$10.00 <u>\$12.00</u>
Group Rates (20+) includes skate rental	\$6.00	\$10.00 <u>\$12.00</u>
School Rate – includes skate rental	\$6.00	\$10.00 <u>\$12.00</u>
Skate Rental	\$4.00	\$4.00
Drop-in Hockey – <u>Stick & Puck</u>	\$9.00	\$9.00
Drop-in Hockey – adult	\$10.00 <u>\$11.00</u>	\$10.00 <u>\$11.00</u>

Coached Drop-in Hockey	\$13.00	\$13.00
Freestyle	\$9.00	\$9.00
Drop-in Curling	\$25.00 <u>\$200.00/lane</u>	\$25.00 <u>\$200.00/lane</u>
Drop-in Broomball	\$25.00	\$25.00
Drop-in Skating Class	\$15.00	\$15.00
Off-Ice Programming: Strength & Conditioning, Ballet, Skate Treadmill	\$11.50	\$11.50
Visiting Coach Fee	\$16.00	\$16.00
Curling Instructor Fee	\$50/per hour/per instructor	

10 Session Punch Cards

Punch cards may be available for some activities or products.

Annual Passes

Bronze (Public Skate): (Includes Skate Rental)	\$300
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Hourly Ice

Tax Exempt User Groups*/Employees	\$200 <u>\$205.00</u>
Local Rate (Summit or Wasatch County Resident)	\$225 <u>\$230.00</u>
Non-Resident, Not-for-Profit	\$250 <u>\$255.00</u>
Camp	\$300 <u>\$305.00</u>
For-profit	\$375 <u>\$395.00</u>

**User Groups are defined as local, organized programs who regularly rent ice from the arena and who provide a certificate of insurance listing PCMC as additionally insured and are a 501(c)3 organization. (minimum 50 hours per season).

Room Rental

Multi-purpose Rooms \$40/hr. (per room)
User Groups can use the Party Room for 24 hours at no cost, but rooms must be booked in advance.

Birthday Parties

Basic Birthday Party Package	\$175
Super Star Birthday Package	\$300
Instructor	\$50/per 30 minutes

Equipment (per hour)

Broomball	\$50
Curling	\$50/hour/lane

Event Fees

Rentals 1-50 people	\$50
Rentals 51-100 people	\$100
Rentals 101+ people	\$200
Bleachers	\$200/day
Catering Fee	\$150
Scheduling Impact Fee	\$150
<u>Overnight Rental Staffing:</u>	<u>\$100/hour per employee</u>

Skate Services

Fees listed below are for services requested for 24 hours or more. An additional fee may be paid for services requested within 24 hours. Punch cards available for overnight services only. There is no discount for skate sharpening punch cards, they are available for convenience. Pre-payment is required for all skate sharpening.

Hockey Skate Sharpening	\$8.50
Figure Skate Sharpening	\$10.00
Custom Radius	\$30.00
Figure Skate Sealing	\$30.00
Rivets Replacements	\$2.50 (ea.)
Figure Skate Blade Mounting (per pair)	\$25.00
Skate Fitting (without purchase)	\$20.00

<u>Locker Rental (Annual Fee)</u>	<u>First Floor</u>	<u>Second Floor</u>
Regular Locker	\$180	\$130
Large Locker	\$210	\$160

Gate Fees

The Park City Ice Arena will take 25% of any gate fees collected for an event.

Advertising Fees and Sponsorship Fees

Dasher Board Ads	\$1,600
Wall Banners	\$2,500
Glass Decals	\$400
Program Sponsorship	Varies by program
Information Screen	\$150/month

9.2. Recreation Program and Pass Fees: The Park City Ice Arena offers a variety of organized programs and activities passes. Due to the fluctuations in the number of participants and frequent changes in circumstances, program fees are established on a program-by-program basis by dividing the number of projected participants by the estimated program costs.

9.3. Fee Increases: Recommendations for fee increases may be made on an annual basis. The City will pursue frequent small increases as opposed to infrequent large ones. Staff will be required to provide an annual review and analysis of the financial posture of the Ice Arena Fund along with justification for any recommended increase. When establishing fees, the City will consider rates charged by other public and private providers as well as the ability of the users to pay.

The City Manager will have the authority to annually increase fees up to \$.50 or 10%, whichever is greater. Any requested increase over that amount will require Council action. Fee increases will take place only if they are necessary to achieve the City Council's objective and maintain program quality, and only with the authorization of the City Manager or the City Council.

9.4. Discounting Fees: The Ice Arena Manager may discount fees when:

- a. Offering special promotions designed to increase use.
- b. Trying to fill non-prime time.
- c. Introducing new programs or activities.
- d. Playing conditions are below standard due to weather or facility disrepair.

- 9.5. Fee Waivers: The City intends that no resident under 18 years old or over age 65 be denied the use of any program, activity or facility for reasons of financial hardship. The Ice Arena Manager may, at their discretion, waive all or a portion of a fee, or may arrange offsetting volunteer work for anyone demonstrating an inability to pay for services.

The Ice Arena is pleased to offer the Fee Reduction program as a means for individuals to apply for reduced costs associated with our youth programs. Not all programs are eligible for fee reduction. Applicants must be residents of Summit or Wasatch Counties. Program fees may be discounted up to 75% off for students in the Park City School District who qualify for free or reduced lunch. Fees may be discounted for specified activities based on an individual's Average Median Income (AMI). Families qualifying for Fee Reduction may receive Public Skate admission and Skate Rental for a combined \$3.00 per person.

- 9.6 Establishing Fields User Fees: Fees shall be set at a level which ensures field quality and meets the objectives of the City Council. Resident rates apply to residents of Park City School District. Visitor rates apply to requests outside of the Park City School District Boundaries. In order to receive the resident rate a minimum of 75% of the participants must be residents of the Park City School District. A service charge of 2% will be applied to credit card charges over \$5,000.

FULL COMPLEX RATES						
	FULL DAY VISITOR	FULL-DAY RESIDENT	HR/FIELD VISITOR	HR/FIELD RESIDENT	VISITOR TOTAL	RESIDENT TOTAL
PCSC-Stadium-SB	\$500	\$200	\$100	\$50		
PCSC-Stadium SOG	\$500	\$200	\$100	\$50		
PCSC-multipurpose	\$375	\$200	\$100	\$50	\$1,600	\$1,000
PCSC-Sportexe	\$1,000	\$500	\$200	\$100		
PCHS-BB	\$375	\$100	\$75	\$50		
PCHS-SB	\$375	\$100	\$75	\$50		
PCHS-LL	\$375	\$100	\$75	\$50	\$800	\$575
North 40-North	\$375	\$250	\$100	\$50		
North 40-South	\$375	\$250	\$100	\$50	\$500	\$350
City Park	\$375	\$250	\$100	\$50	\$375	\$250
PCHS-Dozier	\$1,000	\$500	\$200	\$100	\$1,000	\$500
TMJHS	\$375	\$100	\$75	\$50	\$800	\$575
Stakeholder Fee						\$250-per team-per season youth

Non-exclusive Use of Outdoor Recreation Facilities

	Per-Day	Season
Resident	\$50	\$300
Non-Resident	\$75	\$500

Commercial \$65

Volleyball Court Fees (per court) \$30.00/hr. Res. \$50.00/hr. NonRes
 (2 courts) \$120.00/day Res \$200.00/day NonRes
 \$200.00/day Res \$300.00/day NonRes

Field/Venue	Resident Fees		Visitor Fees	
	Hourly	Full Day	Hourly	Full Day
<u>City Park Grass Field</u>	\$60	\$300	\$120	\$600
<u>City Park Softball Field</u>	\$60	\$300	\$120	\$600
<u>City Park Volleyball Court</u>	\$30	\$150	\$50	\$250
<u>North 40 Grass Field North</u>	\$60	\$300	\$120	\$600
<u>North 40 Grass Field South</u>	\$60	\$300	\$120	\$600
<u>North 40 Full Complex</u>		\$420		\$840
<u>PCHS Dozier Field</u>	\$100	\$500	\$200	\$1,000
<u>PCHS Baseball Field</u>	\$60	\$300	\$120	\$600
<u>PCHS Softball Field</u>	\$60	\$300	\$120	\$600
<u>PCHS Little League Field</u>	\$60	\$300	\$120	\$600
<u>PCHS Ball Fields Complex</u>		\$630		\$1,260
<u>TMMS Pony Field</u>	\$60	\$300	\$120	\$600
<u>TMMS Little League South</u>	\$60	\$300	\$120	\$600
<u>TMMS Little League Admin</u>	\$60	\$300	\$120	\$600
<u>TMMS Grass Field</u>	\$60	\$300	\$120	\$600
<u>TMMS Full Complex</u>		\$630		\$1,260
<u>PCSC Stadium Grass Field</u>	\$60	\$300	\$120	\$600
<u>PCSC Stadium Softball Field</u>	\$60	\$300	\$120	\$600
<u>PCSC Field D Multi-Purpose</u>	\$60	\$300	\$120	\$600
<u>PCSC Turf Field Multi-Purpose</u>	\$100	\$500	\$200	\$1,000
<u>PCSC Full Complex</u>		\$980		\$1,960
<u>Commercial Use of Outdoor Rec Facility (non-exclusive)</u>	\$60	\$300	\$80	\$500

<u>Youth Stakeholder Fee</u>	\$300.00 <u>275.00</u> /team/season— adult
<u>Adult Stakeholder Fee</u>	<u>\$325/team/season</u>
<u>Tennis & Pickleball Courts</u>	<u>\$12.00/hr.</u>
Additional Restroom Cleaning	\$30.00 \$40.00
Additional Field Prep (Softball/Baseball)	\$95.00 <u>\$100.00</u>
per field Special Field Prep (Low grass Cut)	\$1,000.00 per field
Field Set Up (Lacrosse, Soccer, Football)	\$383.00 per field
Field Lights - PCSC & City Park	\$20.00 per /hr.
Baseball Fence	\$45.00 per /field
Outfield Vinyl Fencing <u>per field per one</u> week of use	\$337.00 per /field

SECTION 10. MISCELLANEOUS FEES. The following fees are set to insure cost recovery and use fees for additional City services associated with but not limited to Special Event Permits and approved filming activity

10.1	<u>Fee for in lieu of providing public parking</u>	\$40,000.00 per stall
10.2	<u>Returned Check Charge:</u>	\$25.00
10.3	<u>News Rack Application and Permit</u>	\$50.00 per application \$75.00 per three-year permit
10.4	<u>Bleachers</u>	
	Bleacher Rental (per bleacher, per day)	\$80.00
	Bleacher Delivery and Pick Up (per event, all bleachers)	\$108.00
10.5	<u>Banner Installation</u>	
	Street Banner Installation-entire Main	\$859.00
	Street Banner Installation-every other Main	\$687.00
	Street Banner Installation-every 3rd	\$515.00
	Street banner Installation- Roundabout	\$346.65
	Street Banner Installation- Kearns	\$2,013.00
	(Includes state permit, barricades and signage, required during install)	
	Street Banner Removal- Kearns	\$1515.00
10.6	<u>Parks Clean Up, Labor and Equipment</u>	
	Pressure Washing (per hour, incl. operator)	\$75.05
	Pavilion Cleaning	\$150.00
	Trash Removal	\$33.90
	(public property only - not provided for private property)	
	Extra Trash Cans	\$10.00
	Trash Bags	\$2.10
10.7	<u>Public Safety</u>	
	Police Officer (per employee, per hour - four hour minimum)	\$75.00 Holiday
	(per employee, per hour - four hour minimum)	\$165.00
	Mobile Command Trailer (Placement, Day One, Removal)	\$250.00
	Mobile Command Trailer (each additional day)	\$100.00
10.8	<u>Parking Reservation Fees (Parking Department)</u>	
	Application Fee	\$22.25
	Main Street, Heber Avenue, Park Avenue (Heber to 9th St)	\$20.00

Swede Alley Parking Space (per space, per day)	\$13.25
10.9 <u>Barricades (cost per barricade)</u>	
Crowd Control Barricades	\$5.90
Portable Electronic Sign/Message Board (per day)	\$151.20
Temporary Signs (each)	\$18.50
Street Barricades (per day)	\$1.40
10.10 <u>Dumpsters</u>	
8 Yard (delivery + haul off fee)	\$210.00
30 yard (delivery + haul off fee)	\$210.00
Landfill fee for 30 yard dumpster (per ton)	\$35.00
10.12 <u>11 Streets Equipment and Materials Equipment (2</u>	
hour min. - billable rate is portal to portal,	
cost includes operator, fuel, maintenance)	
Large Loader (per hour, 1 staff)	\$103.20
Small Loader (per hour, 1 staff)	\$71.95
Street Mechanical Sweeper (per hour, 1 staff)	\$150.60
Unimog with Snow Blower (per hour, 1 staff)	\$180.20
Unimog Snowplow (per hour, 1 staff)	\$88.35
Loader with Blower (per hour, 1 staff)	\$218.65
1 Ton Truck with dump (per hour, 1 staff)	\$54.15
2 Ton Truck with dump (per hour, 1 staff)	\$86.55
Bucket Truck (per hour, 2 staff)	\$117.65
Skid Steer (Cat 262 - per hour, 1 staff)	\$55.90
Add Grinder	\$7.60
Add Snow Blower	\$6.35
Backhoe (per hour, 2 staff)	\$98.75
Air Compressor (per hour, 1 staff)	\$42.00
Graffiti Truck (per hour, 1 staff)	\$75.05
10.13 <u>12 Materials</u>	
Salt (per ton)	\$45.00
Road base (per ton)	\$18.00
Sand (per ton)	\$16.00
Cold Patch (per ton)	\$90.70
Hot Mix (per ton)	\$66.95
<u>10.14 <u>13 Personnel (total compensation per employee, per hour, during regular business hours)</u></u>	
Parks Department (PCMC Parks employee)	\$38.50
Streets Department (Streets employee)	\$38.50
Special Events Department (staff)	\$42.25
Cleaning Labor –	\$35.00
restrooms, buildings and other (contract labor)	
10.15 <u>14 Special Event Application Fee (Processing and Analysis)</u>	
Level Five Event	\$640.00
Level Four Event	\$320.00
Level Three Event	\$160.00
Level Two Event	\$ 80.00

Level One Event	\$ 40.00
First Amendment Event	\$ 40.00
Film Permit Application Fee	\$ 80.00

As according to section 4-8-9, Fee Reduction requests for Special Events will be reviewed twice a year. All event fee reduction requests must be submitted to the Special Events Department prior to the application deadlines:

- (1) October 1st – Events occurring between January 1st and June 30th.
- (2) April 1st – Events occurring between July 1st and December 31st.

Fee reduction applications received outside of the normal application process may be considered for reductions but must demonstrate an immediate need for reduction and provide justification as to why the application was not filled within the specified deadline.

10.16 15 Public Parking Lot Use Rates for approved Events:

All lot fees are for approved permitted Special Events only. Regular parking rates apply at all other times.

Brew Pub Lot – Upper Lot	\$240.00 per day
Brew Pub Lot – Lower Lot	\$105.00 per day
North Marsac Lot	\$ 50.00 per day
Swede Alley Surface Lot	\$ 50.00 per day
Swede Alley Wall Lot	\$ 50.00 per day
Flag Pole Lot	\$ 50.00 per day
Sandridge lot – Upper/Lower	\$ 50.00 per day/ per lot
Quinn's Sports Parking Lots 1, 2, 3	\$ 50.00 per day/ per lot
Mawhinney Parking Lot	\$ 50.00 per day
Library Parking Lot – Partial Use Only	\$ 50.00 per day

10.17 16 Trail Use Fees Trail Use Fee and Deposit Schedule

ACTIVITY	NUMBERS	LOCAL NON-PROFIT	OUT OF AREA NON-PROFIT	LOCAL PROFIT	OUT OF AREA PROFIT
Mountain Biking	30-350	1% x \$150 x number of participants	2% x \$150 x number of participants	1.5% x \$150 x number of participants	3% x \$150 x number of participants
Cross Country Skiing*	30-350	.5% x \$150 x number of participants	1% x \$150 x number of participants	1% x \$150 x number of participants	1.5% x \$150 x number of participants
Triathlon*	30-350	1.5% x \$150 x number of participants	2.5% x \$150 x number of participants	2% x \$150 x number of participants	3.5% x \$150 x number of participants
Running/Walking/Snowshoe*	30-500	.5% x \$150 x number of participants	1% x \$150 x number of participants	1% x \$150 x number of participants	1.5% x \$150 x number of participants

Other (Events that may propose significant impacts to the system)	TBD	TBD	TBD	TBD	TBD
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If Council approves additional participation above a capped quota of participants, add \$2.00/participant in addition to fees provided below.

*All winter events that propose to use the winter trails system may be subject to a grooming fees of \$30.00/hr. This fee may include pre-event preparation of the trails and post event maintenance of the trails.

10.~~18~~ 17 Credit Card Transaction Fees

Effective July 1, 2019, there will be a 2.00% service fee for all non-utility credit card paymentsequal to or greater than \$5,000.

SECTION 11. MUNICIPAL ELECTION FEES

11.1 Fees for municipal elections are as follows:

\$150.00 Mayoral filing fee*

\$100.00 Council filing fee*

*Fees are waived for candidates who prefer to collect 100 signatures of Park City registered voters.

Ordinance No. 2022-20

**ORDINANCE ESTABLISHING COMPENSATION FOR THE MAYOR, CITY COUNCIL,
AND STATUTORY OFFICERS FOR FISCAL YEAR 2022 – 2023
IN PARK CITY, UTAH**

WHEREAS, the City Council has the power to establish compensation schedules pursuant to Utah Code Section 10-3-818; and

WHEREAS, the number of duties for the Mayor and City Council is significant and each elected officer is required to devote considerable time and expense to public service and community affairs; and

WHEREAS, a public hearing was duly advertised and held on June 16, 2022;

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

SECTION 1. REPEALER: All previous compensation ordinances regarding elected and statutory officers hereby are repealed.

SECTION 2. COMPENSATION FOR MAYOR, CITY COUNCIL, AND STATUTORY OFFICERS ADOPTED: The following salary levels are hereby adopted:

	<u>FY 2022-2023</u>
Mayor	
Wages	\$50,053.00 per year
Health Benefits (or cash in lieu)	\$22,600.00 per year
Car Allowance	\$3,000.00 per year
Total	\$75,653.00 per year
City Council	
Wages	\$25,856.00 per year
Health Benefits (or cash in lieu)	\$22,600.00 per year
Total	\$48,456.00 per year
City Manager	\$158,250 – \$211,000 per year
City Attorney	\$176,493 – \$235,324 per year
City Treasurer	\$82,860 – \$110,480 per year
City Engineer	\$124,938 – \$166,585 per year
City Recorder	\$82,860 – \$110,480 per year

SECTION 3. BENEFITS: The Mayor and each member of the City Council shall receive family medical insurance. This benefit may be received as cash in lieu of the insurance coverage in the amount of \$22,600. The Mayor shall also receive \$250 per

month in car allowance. In addition, the Mayor and Mayor Pro-Tem. shall receive \$100 per wedding performed. Statutory officers are eligible for all benefits available to regular Full-Time Equivalents unless otherwise determined by the Mayor and City Council.

SECTION 4. EFFECTIVE DATE. This Ordinance shall be effective July 1, 2022.

PASSED AND ADOPTED this 23th day of June, 2022.

PARK CITY MUNICIPAL CORPORATION

Mayor Nann Worel

Attest:

Michelle Kellogg, City Recorder

Approved as to form:

City Attorney's Office

Council Agenda Item Report

Meeting Date: June 16, 2022

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Staff Report

Agenda Section: WORK SESSION

Subject:

4:30 p.m. - CityTour Recap by Myles Rademan, Park City Leadership Director

Suggested Action:

Attachments:

Council Agenda Item Report

Meeting Date: June 16, 2022

Submitted by: Michelle Kellogg

Submitting Department: Sustainability

Item Type: Work Session

Agenda Section: WORK SESSION

Subject:

5:00 p.m. - Special Event Requests: Bonanza Park Neighborhood Area Programming and Event Parking Rates

Suggested Action:

Attachments:

[Special Event Request Staff Report](#)

[Exhibit A: HPCA 2022 Event Parking Rate Increase Letter](#)

City Council Staff Report

Subject: Special Event Request: Bonanza Art Park, and Special Event Parking Rates
Author: Jenny Diersen
Department: Special Events & Economic Development
Date: June 16, 2022
Type of Item: Work Session

Recommendation

This is a follow-up to the May 26 meeting to discuss Bonanza Art Park and setting 2022 Special Event Parking Rates.

This Summer (2022), we received four Special Event proposals. At the May 26 Council meeting, we discussed Kimball Art Festival, Miners' Day, and Car Free Sundays. Special Events seeks Council direction and level of prioritization regarding Bonanza Park Neighborhood Area programming and approach to paid parking for the summer special event season. Appropriately priced paid parking during Special Events (the rate) helps to reduce traffic and congestion and increase the use of transit, carpooling, and walking and biking.

Executive Summary

The role of Special Events in Park City continues to evolve, especially for those events that draw large crowds, operate across multiple days, and require considerable use of municipal property and City resources. In 2018, [Council overhauled the Special Events Policy](#) to help reduce and contain special event impacts and create more predictability. Most recently, on April 7, 2022, (work session [report](#) p. 6, [minutes](#) p. 1), the Council provided direction to codify review criteria that prioritize community-oriented filters, remove economic incentives, identify additional Peak and Quiet Times, where no new events are approved, and to reduce fee waivers for non-community focused events. The Special Events Team plans to bring a list of proposed code amendments to Council for approval as soon as possible.

In the meantime, several applicants have requested contractual approvals and renegotiation with the City that require immediate attention.

Background

At the May 26 Council meeting ([report](#) p. 5, minutes not published), Council provided the following direction:

- Kimball Art Festival: Perform additional outreach and return with additional discussions before formal negotiations.
- Miners' Day: Accept responsibility from Park City Rotary to become the event applicant, while Park City Rotary will continue to organize the Running of the

Balls and Main Street Parade. Tana Toly was appointed the Council Liaison for Miners Day.

- Car-Free Sunday: Though not desirable, the Council accepted the responsibility to continue being the Car-Free Sunday event applicant and provide fee waivers for one more year. This compromise was contingent upon HPCA securing additional funding to support event programming and a desire to transfer event responsibilities to the HPCA next year. Update: As of the date of this report, Summit County Restaurant Tax Grant Committee recommended funding for this event, and we are planning for the event to begin on June 26, 2022.

Traditionally, large events hold City Service Agreements (CSA) to proactively determine contractual terms, manage the use of City property and services, financial assistance, and maintain performance measures. There are four active CSA's, including [Sundance Film Festival](#) (expires 3/1/2026), [Kimball Art Festival](#) (expires 8/15/2022), [Park Silly Sunday Market](#) (expires 9/30/22), and [Triple Crown](#) (expired 11/30/2021).

Special Event Costs:

	Total Fees & Hard Costs	Fees Waived to Applicant	Fees Paid to City	Number of Events
Contracted Events	\$1,868,183	\$1,753,594	\$36,543	4
Uncontracted Events	\$491,881	\$413,538	\$79,397	53
Non Profit	\$106,880	\$57,814	\$49,066	45
For Profit	\$31,009	\$1,732	\$30,331	5
City Produced	\$353,992	\$353,992	\$0	7
Totals	\$2,360,064	\$2,167,132	\$115,940	57

Total City services and hard costs for special events average \$2,360,064 annually. The City received \$115,940 in revenue from special events where fees were not waived.

Outside of the CSAs, the Council proactively allocates \$200,000 in Special Event Fee Waivers (SEFR) annually. Special event Applicants apply for a SEFR bi-annually and must meet the standards within section [4A-2-9 of the municipal code](#). Special events without a CSA are largely local non-profit organizations and smaller in scope. The City allocated \$137,889 in SEFR's in FY22, well below the annual threshold, as the Special Events Team continues to proactively manage costs.

Special events that hold a CSA account for most special event support service costs, at \$1,868,183. Barring any substantial change, events that hold a CSA are not required to apply for SEFR's, as the contractual costs are budgeted within existing departmental budgets.

City-produced special events total \$353,992 (FY22) in support service costs and grow each year as costs and attendance grow. Important community and civic-minded special events organized by the City include the Fourth of July, Scarecrow Festival, Skate, and Dirt Park Jams, Olympic activation, Bonanza Art Park, and Car-Free Sundays.

Analysis

Bonanza Park Neighborhood Area Programming:

On April 28, 2022, ([report](#) p. 782, minutes not published) the Council supported minor to moderate levels of temporary programming, provided the Special Events Team workload could accommodate the activation. After careful consideration, the Special Events Team is prepared to discuss three possible scenarios:

1. Do nothing. Council could pause until they are ready to further discuss the future of the Area.
2. Super Minor/Default. Council could apply the same administrative event process and create a temporary park atmosphere similar to Rotary, Prospector, and City Park. These locations are outfitted with minimal levels of public amenities (benches, tables, recreation equipment, lighting, trash, recycling, etc.). This option would not offer any specific programming.
 - a. This is the least intensive option within existing staff resources (financial, labor, maintenance, management, etc.).
 - b. Outside of the event process, various departments explored the processes we used to create and manage other public parks. If Council wants to explore this option on a more permanent basis, they should provide direction to return at a future meeting.
3. Event Programming. Conduct a Level 2 Special Event (administrative approval) locals' program that relies upon an outside event organizer.
 - a. Programming: passive site activation in June and July, with eight days of programming in late August and September, and a Halloween Festival on October 28, 29, and 30 (no programming on Halloween).
 - b. The proposed budget is approximately \$80,000 and is sourced from the Transient Room Tax (TRT). A financial breakdown might include:

Item	Estimated Cost
Potty/ Washroom Rental	\$5,000
Trash/ Waste Management	\$1,000
Programming Non Amplified Music, Dance/Preformance, Non Profit Partners, Food Truck Minimum	\$26,000
Staffing (2) - Site Manager & Programming Activation Manager	\$48,000
Estimated Costs	\$80,000

Special Event Parking Rates:

Special Event paid parking rates have not increased since 2017/2018. Parking utilization data demonstrates parking in paid locations is well above 85% during PSSM, Car-Free Sunday, Savor the Summit, Fourth of July, KAF, Miners' Day, and Halloween. Professional parking standards support a discussion to consider a rate increase.

Typically, special event parking rates are considered with event approvals. However, Parking and Special Events recommend discussing all summer special event parking

rates in totality to help with planning, staffing, and stakeholder and customer outreach. A slight rate increase during the peak times motivates some users to take public transit, walk, or bike to Main Street instead of driving and parking. Appropriately priced paid parking, coupled with viable alternative transportation modes, helps decrease traffic and congestion.

Daily paid parking receipts are deposited into the Parking Enterprise Fund to support operations, capital equipment, and asset management (parking garage) of Old Town parking infrastructure. When Council approved the 2010 PSSM CSA, Council increased parking rates by \$.50/hour, resulting in an annual revenue increase of \$120,000. At the time, Council agreed to share the proceeds equally with PSSM, HPCA, and Park City Municipal ([February 25, 2010](#) – report p. 1 / action p 4 & 17). The shared revenue agreements are both expired.

Special Events and Parking worked with an HPCA subcommittee to review and consider special event parking rate modifications for summer 2022. In April, after reviewing, the HPCA requested the following:

- Explore a flat rate in addition to an hourly rate to provide patrons an option to pay the full amount upfront;
- Create a simple, consistent and predictable concept, keeping rates the same across all events;
- Keep locals' events, such as Halloween and Miners' Day lower priced; and
- Discussed a coordinated messaging and outreach process.

Special Events and Parking accommodated the request, balancing utilization data and merchant feedback. At the recent HPCA board meeting on May 18, 2022, the HPCA discussed the proposed rate structure and declined support (Exhibit A – HPCA Letter).

Summary for Council:

Technically, the City Manager has the authority to implement Special Event Parking rates ([7.7 of the Fee Schedule](#)), as this is often an administrative function in most municipalities. However, given the sensitive environment surrounding paid parking rates, traffic and congestion mitigation, and balancing access to Main Street events for locals and visitors, we seek Council feedback before special event parking rate adjustments.

The rate proposal is as follows:

Major Events	2021 Parking Rates	2022 Parking Rates
Park Silly Sunday Market	\$5 p/h max \$18; 10 a.m. to 5 p.m./ first hour free	\$7 p/h max \$30; 10:00 a.m. to 4:00 p.m. Free from 4:00 to 6:00 p.m. normal rates after 6:00 p.m. No first hour free.
Car Free Days on Main?	\$5 p/h max \$18; 10 a.m. to 5 p.m./ first hour free	\$7 p/h max \$30; 10:00 a.m. to 4:00 p.m. Free from 4:00 to 6:00 p.m. normal rates after 6:00 p.m. No first hour free.
Savor the Summit	Normal parking rates	\$7p/hr max \$30; 4:00 p.m. to midnight. Normal rates during the day.
Fourth of July	\$20 flat fee until 1 p.m.	\$30 flat fee until 1 p.m.
Arts Festival	Friday Rates are normal Saturday and Sunday rates are \$5 p/h max \$18 from 9 to 5 p.m. first hour free at 5p.m., rates drop to \$3 hr max \$18 first hour free.	Friday night - \$7/hr max \$30; 2:00 p.m. to midnight. Normal rates during the day. Saturday and Sunday, \$7/hour max \$30 from 10 to 5:00 p.m., normal rates after (\$3/hour). No first hour free.
Miners Day	\$10 flat - 9:00 a.m.-5:00 p.m. - balance with PSSM day before	\$15 flat - 9:00 a.m.-5:00 p.m. - balance with PSSM day before
Autumn Aloft	Normal parking rates	normal rates - parking is free before 6 p.m.
Shot Ski	Normal parking rates	normal rates - parking is free before 6 p.m.
Halloween	\$10 flat rate 2 p.m to 6 p.m. (normal rates after 6 p.m.)	\$15 flat rate 2 p.m to 6 p.m. (normal rates after 6 p.m.)

Exhibits

Exhibit A: HPCA Parking Rate Letter



June 7, 2022

RE: Proposed Parking Rate Increase for Events

On behalf of the HPCA, we respectfully submitted our comments and feedback regarding the proposed parking rate increase during specific events. The HPCA Board has reviewed proposed rates and the board voted against supporting the increase as presented. Concerns around the rate increase include:

- The increase in rates, along with inflation, seems very ill timed, and is not a guarantee that the increase in rates will force people to make the decision to take alternative transportation to Main Street.
- Events don't help most of the businesses on Main Street. In fact, most events that have an activity keep people in the streets and not in the stores/restaurants.
- It has not been proven that what we saw last summer in terms of business levels will be the same this year. We had a boom last year, which most attribute to Covid and the difficulties in traveling. There is evidence that we will have a slower summer season due to international travel opening, costs of flights (it is cheaper to go to Europe than travel within the US). So far April and May have shown very slow business trends, which have many businesses nervous.
- An increase in parking rates may work during the winter season months, when we are more "tourist driven" and in our peak season. But for the months outside of the winter season, when we are all struggling for consistent business, an increase in parking rates, makes Main Street less attractive to our visiting guests, and locals.
- Friday rate increase on Local's night during Arts Festival should follow other local pricing (i.e. Miner's Day and Halloween)
- Displaces employees during an already challenging time to find employees. Makes employment on Main Street less attractive.

We hope that the council will take our concerns into consideration when reviewing the rate increase.

Rhonda Sideris

Rhonda Sideris
HPCA Board President

Council Agenda Item Report

Meeting Date: June 16, 2022

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Staff Report

Agenda Section: WORK SESSION

Subject:

5:45 p.m. - Break

Suggested Action:

Attachments:

Council Agenda Item Report

Meeting Date: June 16, 2022

Submitted by: Michelle Kellogg

Submitting Department: Finance & Accounting

Item Type: Staff Report

Agenda Section: COMMUNICATIONS AND DISCLOSURES FROM
COUNCIL AND STAFF

Subject:

FY 2022 Fraud Risk Assessment

Suggested Action:

Attachments:

[FY 2022 Fraud Risk Assessment Staff Report](#)

[Exhibit A: Fraud Risk Assessment Questionnaire](#)

City Council Communication Report

Subject: FY 2022 Fraud Risk Assessment

Author: Sara Nagel, Treasurer

Department: Finance

Date: June 16, 2022

Type of Item: Informational

In 2020, The Office of the State Auditor (Auditor's Office) implemented a fraud risk [guide](#) and assessment for municipalities designed to help measure and reduce the risk of undetected fraud, abuse, and noncompliance in local governments of all types and sizes.

As required by the Auditor's Office, the Finance Department submits to City Council the Park City Municipal Corporation's fraud risk assessment for fiscal year 2022. The assessment allows the Council to better understand the City's risk of undetected fraud, abuse, and noncompliance.

The City is rated "low risk level" with a total risk assessment score in fiscal year 2022 of 335, 45 points higher than the initial year of assessment in 2020. Our higher score reflects two risk mitigations policies implemented in FY 2021.

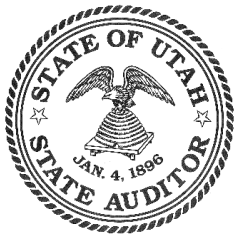
1. An anonymous 24/7 fraud hotline
2. Introductory training for governing body members.

Throughout the year, the Finance Department assesses fraud risk to identify other low-cost, effective risk mitigation policies.

Besides the requirements to present the assessment to City Council and submit the assessment to the Auditor's Office within 180 days after fiscal year end, the Auditor's Office requires no further action regardless of score.

Attachments

Exhibit A: FY 2022 Fraud Risk Assessment



Fraud Risk Assessment

INSTRUCTIONS:

- Reference the *Fraud Risk Assessment Implementation Guide* to determine which of the following recommended measures have been implemented.
- Indicate successful implementation by marking “Yes” on each of the questions in the table. Partial points may not be earned on any individual question.
- Total the points of the questions marked “Yes” and enter the total on the “Total Points Earned” line.
- Based on the points earned, circle/highlight the risk level on the “Risk Level” line.
- Enter on the lines indicated the entity name, fiscal year for which the Fraud Risk Assessment was completed, and date the Fraud Risk Assessment was completed.
- Print CAO and CFO names on the lines indicated, then have the CAO and CFO provide required signatures on the lines indicated.

Fraud Risk Assessment

Continued

*Total Points Earned: 335/395 *Risk Level: Very Low Low Moderate High Very High
> 355 316-355 276-315 200-275 < 200

	Yes	Pts
1. Does the entity have adequate basic separation of duties or mitigating controls as outlined in the attached Basic Separation of Duties Questionnaire?	X	200
2. Does the entity have governing body adopted written policies in the following areas:		
a. Conflict of interest?	X	5
b. Procurement?	X	5
c. Ethical behavior?	X	5
d. Reporting fraud and abuse?	X	5
e. Travel?	X	5
f. Credit/Purchasing cards (where applicable)?	X	5
g. Personal use of entity assets?	X	5
h. IT and computer security?	X	5
i. Cash receipting and deposits?	X	5
3. Does the entity have a licensed or certified (CPA, CGFM, CMA, CIA, CFE, CGAP, CPFO) expert as part of its management team?	X	20
a. Do any members of the management team have at least a bachelor's degree in accounting?	X	10
4. Are employees and elected officials required to annually commit in writing to abide by a statement of ethical behavior?		20
5. Have all governing body members completed entity specific (District Board Member Training for local/special service districts & interlocal entities, Introductory Training for Municipal Officials for cities & towns, etc.) online training (training.auditor.utah.gov) within four years of term appointment/election date?	X	20
6. Regardless of license or formal education, does at least one member of the management team receive at least 40 hours of formal training related to accounting, budgeting, or other financial areas each year?	X	20
7. Does the entity have or promote a fraud hotline?	X	20
8. Does the entity have a formal internal audit function?		20
9. Does the entity have a formal audit committee?		20

*Entity Name: Park City Municipal Corporation

*Completed for Fiscal Year Ending: 2022 *Completion Date: June 16, 2022

*CAO Name: Matt Dias *CFO Name: Mindy Finlinson

*CAO Signature: _____ *CFO Signature: _____

*Required

Basic Separation of Duties

See the following page for instructions and definitions.

	Yes	No	MC*	N/A
1. Does the entity have a board chair, clerk, and treasurer who are three separate people?				
2. Are all the people who are able to receive cash or check payments different from all of the people who are able to make general ledger entries?				
3. Are all the people who are able to collect cash or check payments different from all the people who are able to adjust customer accounts? If no customer accounts, check "N/A".				
4. Are all the people who have access to blank checks different from those who are authorized signers?				
5. Does someone other than the clerk and treasurer reconcile all bank accounts OR are original bank statements reviewed by a person other than the clerk to detect unauthorized disbursements?				
6. Does someone other than the clerk review periodic reports of all general ledger accounts to identify unauthorized payments recorded in those accounts?				
7. Are original credit/purchase card statements received directly from the card company by someone other than the card holder? If no credit/purchase cards, check "N/A".				
8. Does someone other than the credit/purchase card holder ensure that all card purchases are supported with receipts or other supporting documentation? If no credit/purchase cards, check "N/A".				
9. Does someone who is not a subordinate of the credit/purchase card holder review all card purchases for appropriateness (including the chief administrative officer and board members if they have a card)? If no credit/purchase cards, check "N/A".				
10. Does the person who authorizes payment for goods or services, who is not the clerk, verify the receipt of goods or services?				
11. Does someone authorize payroll payments who is separate from the person who prepares payroll payments? If no W-2 employees, check "N/A".				
12. Does someone review all payroll payments who is separate from the person who prepares payroll payments? If no W-2 employees, check "N/A".				

* MC = Mitigating Control

Basic Separation of Duties

Continued

Instructions: Answer questions 1-12 on the Basic Separation of Duties Questionnaire using the definitions provided below.

☺ If all of the questions were answered “Yes” or “No” with mitigating controls (“MC”) in place, or “N/A,” the entity has achieved adequate basic separation of duties. Question 1 of the Fraud Risk Assessment Questionnaire will be answered “Yes.” 200 points will be awarded for question 1 of the Fraud Risk Assessment Questionnaire.

☹ If any of the questions were answered “No,” and mitigating controls are not in place, the entity has not achieved adequate basic separation of duties. Question 1 of the Fraud Risk Assessment Questionnaire will remain blank. 0 points will be awarded for question 1 of the Fraud Risk Assessment Questionnaire.

Definitions:

Board Chair is the elected or appointed chairperson of an entity’s governing body, e.g. Mayor, Commissioner, Councilmember or Trustee. The official title will vary depending on the entity type and form of government.

Clerk is the bookkeeper for the entity, e.g. Controller, Accountant, Auditor or Finance Director. Though the title for this position may vary, they validate payment requests, ensure compliance with policy and budgetary restrictions, prepare checks, and record all financial transactions.

Chief Administrative Officer (CAO) is the person who directs the day-to-day operations of the entity. The CAO of most cities and towns is the mayor, except where the city has a city manager. The CAO of most local and special districts is the board chair, except where the district has an appointed director. In school districts, the CAO is the superintendent. In counties, the CAO is the commission or council chair, except where there is an elected or appointed manager or executive.

General Ledger is a general term for accounting books. A general ledger contains all financial transactions of an organization and may include sub-ledgers that are more detailed. A general ledger may be electronic or paper based. Financial records such as invoices, purchase orders, or depreciation schedules are not part of the general ledger, but rather support the transaction in the general ledger.

Mitigating Controls are systems or procedures that effectively mitigate a risk in lieu of separation of duties.

Original Bank Statement means a document that has been received directly from the bank. Direct receipt of the document could mean having the statement 1) mailed to an address or PO Box separate from the entity’s place of business, 2) remain in an unopened envelope at the entity offices, or 3) electronically downloaded from the bank website by the intended recipient. The key risk is that a treasurer or clerk who is intending to conceal an unauthorized transaction may be able to physically or electronically alter the statement before the independent reviewer sees it.

Treasurer is the custodian of all cash accounts and is responsible for overseeing the receipt of all payments made to the entity. A treasurer is always an authorized signer of all entity checks and is responsible for ensuring cash balances are adequate to cover all payments issued by the entity.

Council Agenda Item Report

Meeting Date: June 16, 2022

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Staff Report

Agenda Section: CONSIDERATION OF MINUTES

Subject:

Consideration to Approve the City Council Meeting Minutes from May 26, 2022

Suggested Action:

Attachments:

[May 26, 2022 Minutes](#)



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

May 26, 2022

The Council of Park City, Summit County, Utah, met in open meeting on May 26, 2022, at 2:00 p.m. in the City Council Chambers.

Council Member Toly moved to close the meeting to discuss property, personnel, and advice of counsel at 2:00 p.m. Council Member Gerber seconded the motion.

RESULT: APPROVED

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

CLOSED SESSION

Council Member Gerber moved to adjourn from Closed Meeting at 2:30 p.m. Council Member Dickey seconded the motion.

RESULT: APPROVED

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

WORK SESSION

Discuss Special Event Requests: Art Festival, Miners Day, Car Free Sunday, Bonanza Art Park, and Special Event Parking Rates:

Arts Festival: Jenny Diersen, Special Events Manager, and Jonathan Weidenhamer, Economic Development Manager, presented this item. Diersen reviewed the terms for the Kimball Arts Center (KAC) Arts Festival and indicated they requested a five-year contract. They also asked for the City to waive fees and hard costs up to \$180,000 with a 10% annual increase for inflation. Hilary Gilson and Aldy Milliken, KAC, were in attendance and Milliken reviewed the benefits of the education program. He felt KAC was impactful in the community and stated the in-kind help the City gave to the Arts Fest event went to help the education program. Gilson also stressed how much the \$180,000 City fee waiver was needed, and noted the event fee usually didn't come near that amount.

Council Member Toly asked if anything was removed from the previous contract. Diersen noted insurance standards were increasing. She asked if they should continue reporting economic impact from the event, since Council had discussed eliminating that.

1 Council Member Toly asked if a minimum or maximum footprint was discussed. Diersen
2 stated if KAC asked to change the footprint it would have to come to Council. Milliken
3 indicated they had reconfigured the layout for the benefit of the businesses. Council
4 Member Toly asked to see similar outreach as Park Silly Sunday Market (PSSM). She
5 asked if the 10% inflation was realistic. Diersen stated it was not feasible that the costs
6 would be maxed out. Council Member Toly liked having the 12 Park City artists at the
7 festival and thought that was a good local element of the event. Gilson indicated in
8 2020, the festival moved away from working exclusively with the Park City Professional
9 Artists Association and opened it to any artists living in Wasatch and Summit Counties.
10 They tried to keep the number to 15 for each festival. Council Member Toly asked
11 Milliken and Gilson to think about what could be done to maintain vibrancy on Saturday
12 evenings.

13
14 Council Member Rubell expressed concern with the \$180,000 fee waiver request. He
15 stated this was a good event, and requested some spots be reserved for Park City
16 artists. He wanted to know the debt impact, and what the economic activity would be on
17 a similar weekend without the Arts Festival. Then he would be informed on how much
18 he was willing to spend on the festival. He suggested the City could sponsor the Friday
19 Locals' Night. He appreciated the other activities, but thought those should be
20 addressed separately than the event.

21
22 Council Member Dickey hoped to understand the jump in cost from \$145,000 to
23 \$180,000. Gilson indicated they mimicked the previous contract. She was concerned
24 the first responders' costs would increase which would drive up the total fees. They also
25 wanted funds to be able to continue with their education program. Council Member
26 Dickey confirmed the \$180,000 was only a buffer if needed.

27
28 Council Member Gerber asked if there would be a Council liaison sitting in on the
29 negotiations, to which Diersen stated the liaisons were Council Members Dickey and
30 Rubell. Council Member Gerber encouraged them to be involved. She knew there would
31 be outreach and thought there would not be negative feedback. Because Diersen
32 indicated the 10% inflation was not needed, she was fine with eliminating that. Council
33 Member Doilney agreed to eliminate the 10% inflation. He cautioned against carving out
34 all the KAC activities, and indicated Council should trust they were a good partner and
35 not micro-manage them.

36
37 Mayor Worel asked if economic impact studies were needed to receive grant money, to
38 which Milliken affirmed. Mayor Worel stated she would like to see the report since they
39 were having the study done anyway.

40
41 Miners' Day: Mayor Worel and Council Members Rubell and Dickey disclosed they were
42 members of Noon Park City Rotary. Diersen reviewed this event had been held for 125
43 years. Rotary felt the event was too big to manage it all, but they would manage parts of

1 it. The Special Events Department thought this was a City event and Diersen thought a
2 memorandum of understanding (MOU) or letter of intent (LOI) was appropriate with this
3 group.

4
5 Council Member Gerber asked if Rotary had reached out to muckers and drillers or if
6 that was done by the Historical Society, to which Corrie Forsling, Rotary President, said
7 much of the mucking and drilling event was handled by the City. Diersen stated it was
8 getting harder to find miners, so it went from being a competition to having an exhibition.
9 Council Member Dickey thought it made sense for the City to take part in this event.

10
11 Council Member Toly stated many political candidates were in the parade and asked if
12 that would be a conflict if the City ran it. Diersen stated Rotary was still managing the
13 parade and would be reviewing the applications. Margaret Plane, City Attorney,
14 indicated the City would ensure laws were followed. Council Member Toly asked how
15 the City would take on the additional responsibilities, to which Diersen indicated an
16 event planner would be hired.

17
18 Council Member Rubell supported this event and realized it had reached the point that it
19 was too much for one organization to manage. It was indicated Council Members
20 Gerber and Toly would be liaisons for this event.

21
22 Car-Free Sunday: Diersen reviewed the event began to stimulate business during
23 COVID and allowed businesses to move out to Main Street. The City did not want to
24 sponsor the event. The Historic Park City Alliance (HPCA) wanted the fees waived and
25 requested the City still be the applicant. If approved, this event would begin June 5th.

26
27 Ginger Wicks, HPCA Executive Director, explained if they could get funding through
28 grant applications, they would get help from the Silly Market organizers to help with
29 activities on Upper Main to support the car-free event. Mayor Worel asked when they
30 would know about funding, to which it was indicated they would know the middle to end
31 of June. Council Member Gerber thought the City should remain the applicant since it
32 aligned with its long-term goals. She stated the Restaurant Tax Grant had requirements
33 for marketing and lodging. Wicks stated they could get return on investment (ROI)
34 figures in many ways and report the numbers. Council Member Gerber stated there
35 would be a weird dynamic since PSSM was not allowed to advertise their event, but the
36 car-free event was only a block up the street and they had to advertise to get funding.
37 Wicks indicated they would use most of the funds for programming costs, so the funds
38 from the Restaurant Tax Grant would not all go to marketing.

39
40 Council Member Dickey stated it wasn't an event without programming. If the street was
41 closed, it was making PSSM larger. He wanted HPCA to remain the applicant and split
42 the cost with the City to have some skin in the game. Wicks stated if the City wasn't the
43 applicant and didn't waive the fees, the event wouldn't happen. Council Member Dickey

1 asked what HPCA would do if HPCA didn't get the funding. Wicks indicated if there was
2 no funding or minimal funding from the Restaurant Association, they would have car-
3 free only on certain Sundays. Council Member Dickey wanted HPCA to be the applicant
4 and share costs.

5
6 Council Member Doilney liked the car-free, but he didn't feel the residents used Main
7 Street a lot. The City made it clear HPCA should take this event over, and now HPCA
8 wanted the City to do it all. People complained about events, so he agreed with Council
9 Member Dickey that HPCA should be the applicant.

10
11 Council Member Toly disclosed she was HPCA Vice President when car-free became a
12 concept. She proposed only having car-free on certain weeks to lessen the cost. Wicks
13 stated the proposal was to align with PSSM, but if Council wanted to only fund part, they
14 could scale back.

15
16 Diersen stated consistency was needed so the community wouldn't be confused.
17 Council Member Toly asked if the event would still go until 10:00 p.m. Diersen explained
18 it would depend on the time of year and weather conditions. Council Member Toly was
19 in favor of the City continuing as the applicant and waiving the fees. Council Member
20 Gerber thought if the event was important to HPCA, the City should help with fee
21 waivers, but HPCA should take part as well and have a plan in case the funding didn't
22 come through. She thought there was a conflict in what the community wanted and what
23 the Main Street goals were.

24
25 Council Member Dickey read it would be difficult for staff to activate and he didn't want
26 to overburden staff. Council Member Rubell stated car free was a good event and
27 stated if HPCA didn't want it, other locations could be looked at. He supported it for this
28 year as a safety net, but moving forward, he agreed this event should transition to
29 HPCA at some point.

30
31 Mayor Worel asked if staff could activate the event by June 5th. Diersen stated two
32 plans were created and staff would be ready on that day. Mayor Worel agreed HPCA
33 should have some skin in the game. She noted there were other areas of town that
34 wanted City support in activation and they were willing to have skin in the game. Wicks
35 noted the City asked HPCA in March to be the applicant and they didn't have much time
36 to react.

37
38 Mayor Worel asked Council if they wanted to be applicant this year. Council Member
39 Toly favored being the applicant. Council Member Gerber asked if HPCA could take on
40 some fees. Wicks stated they weren't prepared and didn't have funding sources this
41 year. Council Member Gerber supported the City being the applicant and taking on the
42 fees for this year only. Council Member Dickey agreed. Council Member Toly noted the
43 event could start in a couple weeks and not on June 5th. Wicks stated she would work

1 with merchants on Main Street. Council Member Toly asserted if there wasn't
2 programming, it would not attract people to the top of Main.

3
4 Weidenhamer stated the City could be the applicant and could cover the insurance, but
5 staff couldn't produce the needed people for programming and HPCA was willing to
6 cover that, so they had some skin in the game. Wicks indicated until there were funds to
7 program upper Main, the preference would be to not host the car-free. Council Member
8 Dickey stated Council was conditioning the approval of the event and the fee waiver
9 based on the programming, which was based on the receipt of the grant. Wicks
10 indicated if they received full funding, they would proceed every week, but if they only
11 received partial funding, she would work with staff to determine the weeks that would be
12 activated. Council Member Doilney reminded Council of the need for consistency, so he
13 supported car-free for this year with the City as applicant. He agreed with Council
14 Member Rubell that he didn't want to be the applicant next year.

15
16 Council Member Dickey suggested if HPCA didn't get the funding, they terminate the
17 event. Kate McChesney stated it could take longer to get funding, or only get partial
18 funding. Council Member Rubell asked if 65% of merchants would support the event if
19 there was no programming. Wicks agreed if there was no programming, the event
20 wouldn't happen. Council Member Rubell stated he was not sympathetic to the
21 merchants since sales tax revenue was great. If HPCA didn't want the event, the City
22 could go to another business district that wanted an event.

23
24 Diersen reviewed Council supported continuing to be the applicant and taking on the
25 fees this year only. If programming didn't come through, the event would cease. She
26 asked to work with HPCA to determine parameters. Mayor Worel suggested having one
27 liaison to HPCA and one to PSSM participate. It was determined Mayor Worel and
28 Council Member Dickey would be the liaisons.

29
30 It was indicated the other two items would come back on a future agenda for discussion.

31
32 **FY2023 City Manager's Recommended Budget: Operating Budget Presentation**
33 **and Review:**

34 Jed Briggs, Budget Manager, reviewed the Budgeting for Outcomes process used in
35 creating the annual City budget. He gave the historical context and indicated in FY21,
36 the budget reflected COVID in the cuts, hiring freezes, and capital deferrals. In FY22,
37 the City restored critical cuts and increased pay levels to be competitive. In FY23, there
38 were historic sales tax revenue highs, the community demanded services, and the City
39 needed to address inflation and competitive pay and benefits.

40
41 Briggs displayed a slide on BFO Program scoring. Council Member Rubell noted this
42 would be discussed in detail at the next retreat. He asked why the variance was
43 different than the scoring. Briggs gave examples.

1 Briggs reviewed Council's role in the budget process, including defining City priorities.
2 He explained the current themes weren't necessarily part of the critical priorities, such
3 as workforce. Council Member Gerber stated because the City failed in affordable
4 housing, the City was suffering by not having sufficient workforce, which made the
5 critical priority even more critical. Briggs suggested Council might want to prioritize the
6 critical priorities during the next retreat as well. He noted there was a lot of money
7 allocated for the key themes, but significant funds were going to the critical priorities too.
8 He reviewed the scoring and reviewing process.

10 Heinrich Deters, Trails and Open Space Manager, reviewed his budget request for two
11 full-time rangers. Council Member Toly asked if the City had utility vehicles for the staff.
12 Deters stated the staff was approved but the vehicle was not, although he had existing
13 funds to purchase the vehicle. Council Member Rubell asked where they would patrol.
14 Deters stated staff knew the peak times for trail use. They would continue to collect data
15 and prioritize rangers in certain places. Two rangers would flow in town twice a day.
16 There would be one ranger at Bonanza Flat during the week and two on weekends.
17 There was an overnight parking aspect for Bonanza Flat and he didn't know how that
18 would be monitored. Council Member Rubell asked how citations would work for
19 property outside City limits. Deters stated Wasatch County agreed that citation revenue
20 received would go to the City. He felt the revenue could justify an additional staff
21 member.

23 With regard to Transit to Trails program, Deters stated there was a \$13,000 grant from
24 the Central Wasatch Commission (CWC) which would bring funding to \$60,000. The
25 program would provide four routes up and four routes back on the weekends. Until the
26 grant funding and the RFP bids were received, he couldn't give firm details. Council
27 Member Rubell asked about winter routes, to which Deters stated that was a goal for
28 the department, but there were challenges regarding access. Council Member Rubell
29 indicated he would favor earmarking money to support a Bonanza Flat winter program.
30 Council Member Toly asked who drove the transit. Deters stated it was a private shuttle
31 and it could go out to bid for winter programming. Council Members Toly and Rubell
32 favored putting a placeholder for extended programming in the winter.

34 Council Member Gerber was not in favor of winter programming and thought the City
35 needed to discuss this idea with its partners. She didn't want to have a program that
36 was out of control. Council Member Dickey supported earmarking funds and then
37 discussing the details that Council Member Gerber raised. Council Member Gerber also
38 didn't want to earmark funds if those funds were needed elsewhere. Council Member
39 Doilney supported Transit to Trails and stated they were for trails meant to be used.
40 Bonanza Flat was meant to be preserved and he wanted it to be a wild space for as
41 long as possible. There would need to be a discussion on changing the purpose.
42 Council Member Gerber asked how much would be earmarked, to which Frates stated
43 \$40,000. Council Member Toly asked if this was only for Saturdays and Sundays.

1 Deters stated the goal was to get vehicles off the road so if there was more demand the
2 program could be expanded. Council Member Toly asked if other trails were
3 considered, to which Deters explained Bonanza made the most sense at this point.

4
5 Kim Fjeldsted, Transit Manager, reviewed the Transit budget requests. She indicated
6 supervisors in the past were not working during all Transit hours, and this request would
7 help with efficiency. Council Member Rubell asked if the supervisors would still be
8 needed if Park City hadn't split with High Valley Transit (HVT), to which Fjeldsted
9 affirmed. Council Member Rubell asked if increased frequency been contemplated in
10 the budget. Fjeldsted indicated no additional monies were allocated for that since she
11 was waiting for the Short Range Transit Plan to see where service would be focused,
12 but they looked at how to spend the money to provide the most service.

13
14 Council Member Dickey asked if new routes would come from the existing budget, to
15 which Frates affirmed and noted there were placeholders for the new route requests.
16 Briggs noted much of the Transit budget was funded through grants. Mayor Worel
17 asked if the operator positions were fully staffed, to which Fjeldsted stated they were
18 not.

19
20 Robbie Smoot, Transit Business Intelligence Analyst, displayed the Transportation Fund
21 budget and indicated the FY22 grants had been delayed from COVID. He noted there
22 was a \$2,107,584 operations cost increase. The pay plan and personnel request
23 contributed to that number as well as the microtransit pilot and electric bus charging
24 stations.

25
26 Council Member Rubell stated the proposed budget was almost the same as the budget
27 before the split with the County. Briggs noted the City still had a regional route to
28 service until 2024. Fjeldsted noted HR did a lot of work comparing pay rates for transit
29 operators and asserted they were not at a competitive wage. Council Member Rubell
30 asked that the liaisons sit down with HVT to see how the costs were trending between
31 the two entities. He wanted to justify the operational cost and not the result.

32
33 Johnny Wasden, Parking Manager, explained the Parking budget requests and
34 indicated the subscriptions request included moving to cloud-based technology. He
35 reviewed reclassing parking officers to transportation demand management (TDM) staff,
36 which focused less on citations and more on building relationships with community
37 members and visitors. He planned on giving staff additional training. Council Member
38 Toly asked if the TDM staff would report problems such as graffiti, lost items, or other
39 things that needed to be fixed, to which Wasden affirmed.

40
41 Chief Wade Carpenter and Lieutenant Rob McKinney were present to discuss the
42 enhanced traffic mitigation proposal. Council Member Rubell asked if Police supported
43 the new approach. Chief Carpenter indicated he met with various teams in the City and

1 thought this was the best approach at the moment. He noted it was difficult hiring
2 officers and he wanted to ensure the traffic initiative would succeed. He thought using
3 various personnel would be the most responsible approach. Dias noted Mike McComb,
4 Emergency Manager, went through POST so he could help with the rights-of-way as
5 needed.

6
7 Briggs reviewed the IT budget requests and noted all IT was centralized except for
8 Transportation. Dias stated this could come back for a more detailed discussion.
9 Council Member Rubell asked why the ERP system request was denied in the amount
10 of \$75,000, to which Briggs stated the system was being funded, but the \$75,000 was
11 the maintenance agreement and it wouldn't be needed until the following budget year.

12
13 John Robertson, City Engineer, explained the Neighborhood Traffic Management
14 Program and noted historically it was used sporadically and the resident needed to
15 come to the City with a complaint. Staff hoped to revamp the program by tracking
16 complaints with a software program. Staff did a good job following up with residents, but
17 the demand was overwhelming and another staff member was being requested.
18 Funding was also requested to do large projects that came from the requests. They also
19 requested funds for traffic counting. Council Member Dickey stated he heard great
20 feedback with regard to Nestor Gallo's efforts with residents. Mayor Worel asked if
21 speed monitoring signs would be paid from the capital budget, to which Robertson
22 affirmed. Council Member Toly stated feedback from 9th Street Stairs outreach was the
23 need for signage, and asked if there was a budget request for signage, to which
24 Robertson affirmed.

25
26 Jason Glidden, Affordable Housing Manager, explained the request for an additional
27 full-time employee was due to the workload on Housing projects. Council Member
28 Rubell asked where money came from to try new programs. Glidden stated there were
29 restricted funds, and other funds should be looked at that could be used for new and
30 innovative ideas. Council Member Rubell asked if it would make sense to set up a fund
31 to try pilot programs.

32
33 Ken Fisher, Recreation Manager, stated a key program that began last August was
34 implementing the sliding fee scale, which was based on youth qualifying for free lunch.
35 Then staff offered it to those working and living in the area. This program was well
36 utilized with 102 total users: 59 in 84060, 26 in 84098, and the remainder worked in City
37 limits. There were 31 adults using the program. He also discussed summer youth
38 camps.

39
40 Council Member Dickey asked to explore the pre-registration for summer camps and
41 stated many locals were being shut out. He suggested having a lottery instead of first
42 come first served.

Sarah Mangano, HR Manager, reviewed the pay for performance process, including employee goal setting, performance measurements through self-review and manager review, appraisals by HR, and the bonus or corrective action outcome. She noted the 75th percentile was the maximum pay range. Council Member Rubell asked if the lower pay ranges were looked at to exceed the 75th percentile, to which Mangano indicated Transit, Ice, and Recreation were above that. Council Member Doilney asked to raise the wage for those lower income employees and thought it would have minimal impact on the City. Tate Shaw, Assistant Recreation Manager, indicated a public pool could not be operated without lifeguards, so getting those positions hired was critical.

Mangano reviewed the new personnel requests. Council Member Rubell asked why the seasonal staff request was not approved at the level requested. Troy Daley stated the original request was for summer and winter jobs. He didn't get what he wanted, but he would do his best. Council Member Rubell asked if that was enough. Daley stated because the Triple Crown event was not coming to town, he could make it work.

Council Member Rubell noted the drone fireworks show was cut and thought this was a good option for the future.

Mayor Worel opened the item for public input.

John Greenfield stated he hoped some of the budget could be used for striping Deer Valley Drive.

Mayor Worel closed the item for public input.

REGULAR MEETING

I) ROLL CALL

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

II) SWEARING IN CEREMONY

1. Swearing in Ceremony for Officers, Sergeant and Lieutenant:

Chief Carpenter presented the following officers to be sworn in: Bryan Salmon, Jason Rose, Jordan Sealy, Zachary Williams, Clayton Eves, Sergeant Stuart Rollins, and Lieutenant Jay Randall. Mayor Worel swore in the above mentioned personnel.

III) COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Questions and Comments:

Council Member Doilney stated Council received many emails regarding women's reproductive rights and he did not want to keep quiet about subjects that affected everyone. He was also trying to process the tragedy in Texas this past week and read a quote on gun violence. He felt the nation was behind on national issues.

Council Member Gerber attended Voices for Utah Children where issues such as hunger, homelessness, access to daycare, and other topics were discussed. She felt the number one responsibility was to create a world that was better for our children. She thanked staff for organizing CityTour and stated she learned so much from the cities that were visited. Council Member Dickey stated it had been a hard few days. He enjoyed CityTour. Council Member Toly agreed with what had been said and she was glad to have the Leadership program and CityTour.

Council Member Rubell echoed the comments expressed. He thanked Dias and staff for getting future Council agenda items on the City website so people could know what was coming up. He enjoyed the last exhibit of tonight's budget agenda item and referred to a few of the highlights.

Mayor Worel came back from CityTour feeling fortunate and honored to serve with the Council and those in the Leadership program. She noted there were openings on the Board of Adjustment, Historic Preservation Board, and Planning Commission and encouraged people to apply. She was visited by Save People Save Wildlife board members, who were concerned about the accidents on SR224 with wildlife.

Staff Communications Reports:

1. Park Silly Sunday Market Contract Outreach Plan:

2. Winter Season Transportation Update:

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

Mayor Worel opened the meeting for any who wished to speak or submit comments on items not on the agenda. No comments were given. Mayor Worel closed the public input portion of the meeting.

V) CONSIDERATION OF MINUTES

1. Consideration to Approve the City Council Meeting Minutes from May 5, 2022:

Council Member Gerber moved to approve the City Council meeting minutes from May 5, 2022. Council Member Toly seconded the motion.

RESULT: APPROVED

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

VI) CONSENT AGENDA

1. Request to Authorize the City Manager to Enter into Agreements in a Form Approved by the City Attorney's Office with Kilgore Companies, for Rotomilling, Pavement Overlays, and Utility Adjustments in the Amount of \$759,176.60, Morgan Pavement Maintenance for Type II Slurry Seals and Crack Sealing in the Amount, \$250,388.90 and Wasatch Property Maintenance for Sealcoat of Trails, in the Amount of \$21,300.30 for a Total Amount Not to Exceed \$1,030,865.80:

2. Consideration to Authorize the City Manager to Execute a Scope Modification and Additional Funding to the Professional Services Agreement, in a Form Approved by the City Attorney, with Fehr & Peers, for a Detailed Micro-Transit Analysis for Park City Municipal Corporation's Short Range Transit Plan in an Amount Not to Exceed \$29,500:

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

RESULT: APPROVED

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

VII) OLD BUSINESS

1. Consideration to Approve a Lease Amendment with Bangkok Thai, Located at 605 Main Street, to Increase the Length of the Dining Deck:

Jenny Diersen, Special Events Manager, stated the deck was rebuilt to the maximum length, but it was four feet longer than the prior deck. Council Member Toly asked if there were ADA requirements for decks. Thacker affirmed decks for public dining had to meet ADA requirements.

Mayor Worel opened the item for public input. No comments were given. Mayor Worel closed the item for public input.

Council Member Dickey moved to approve a lease amendment with Bangkok Thai, located at 605 Main Street, to increase the length of the dining deck. Council Member Gerber seconded the motion.

RESULT: APPROVED

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

VIII) NEW BUSINESS

1.Consideration to Adopt Resolution 10-2022, a Resolution Proclaiming June 2022, as Pride Month in Park City:

Andy Stevenson, Park City liaison, and Cami Richardson and Joe Urankar, LGBTQ+ Taskforce, were present for this item. Urankar clarified the last bullet point in the staff report and stated they did not request lighting the McPolin Barn for Pride Month. Richardson reviewed the LGBTQ+ events in June, including a flag raising ceremony at Miners' Hospital, Pride Festival parade in Salt Lake City, a living library event, a picnic and more.

Stevenson reviewed City activations for Pride Month and he displayed Pride flags and decals that would be displayed on City vehicles and on flagpoles. Richardson requested Council approve a Pride flag painting on the side of the Maverik Building on Bonanza Drive. Mayor Worel asked how long the painting would remain on the building, to which Richardson replied the month of June. It would then be painted the original color in July.

Urankar indicated members of the community would activate in City Park. He also requested to use the interior of the Maverik Building as a reading and listening lounge. He noted some groups in Salt Lake who were musical and they would invite a group up at the end of the month for a block party.

Council Members Gerber and Dickey were okay with painting the Maverik. Council Member Toly thought painting was a topic for more discussion because any group could request painting the building. Council Member Rubell stated the next Public Art Advisory Board (PAAB) meeting was June 13th and there was a process for temporary art. He supported doing this, but he didn't want to set a precedent for other requests. Richardson stated she could request a meeting with PAAB. Diersen indicated if Council supported the request, she would ask the board to hold a special meeting. Council Member Doilney agreed with the comments and concerns and noted government had a process. He was glad the trans community felt safe living here and he supported the LGBTQ+ community. Council Member Toly stated the other activations showed that the City supported LGBTQ+ people. Richardson understood the process and suggested the

1 painting could stay up into July if it was painted mid to late June. Mayor Worel stated
2 painting the Maverik building was not addressed in the staff report and she wished it
3 could have come to Council sooner. Regarding the interior of Maverik, there was some
4 clean up that was needed before people could activate it.

5
6 Mayor Worel opened the item for public input. No comments were given. Mayor Worel
7 closed the item for public input.

8
9 Council Member Gerber moved to adopt Resolution 10-2022, a resolution proclaiming
10 June 2022, as Pride Month in Park City. Council Member Toly seconded the motion.

11 **RESULT: APPROVED**

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

13
14 **2. Consideration to Approve a Permit Fee Waiver in the Amount of \$50,669.18 for**
15 **the Park City Fire District:**

16 Dave Thacker, Chief Building Official, presented this item and indicated the current
17 station was currently demolished and the Fire District was building a bigger facility to
18 better serve the community. The impact fees were not significant so they would pay
19 those, but they requested the permit fees waived. Council Member Gerber asked if the
20 State fee could be waived, to which Thacker stated that fee would not be collected.
21 Council Member Rubell noted that would reduce the total fee waiver by \$316.83.

22
23 Council Member Dickey asked if the County waived similar fees and if Park City was
24 acting in sync with other entities. Thacker explained the process and noted the County
25 did not charge the Fire District any fees.

26
27 Mayor Worel opened the item for public input. No comments were given. Mayor Worel
28 closed the item for public input.

29
30 Council Member Rubell moved to approve a permit fee waiver in the amount of
31 \$50,352.35 for the Park City Fire District. Council Member Toly seconded the motion.

32 **RESULT: APPROVED**

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

34
35 Council Member Doilney was excused at 7:03 p.m.

36
37 **3. Consideration to Approve Ordinance 2022-14, an Ordinance Approving the**
38 **Mountain Center Subdivision, Located at 1431 Lowell Avenue, Park City, Utah:**

39 Alex Ananth, Senior Planner, Miche White and Daniel Glasser, National Ability Center
40 (NAC), were present for this item. Ananth stated this center would be attached to the

Vail resort and a long-term lease would be executed. The condition of approval would state there was no density change for the subdivision.

Council Member Rubell stated public input came from the lodge next door regarding the property and asked what the NAC was doing. White noted some guests dropped off in vans and delivery vehicles for the other lodge couldn't make the three-point turns. The NAC was opposed to letting the delivery trucks use the turnaround because of safety issues. They came up with a plan for access and it was presented to the lodge and with Vail and they both seemed pleased. All parties were intent to resolve concerns with the easement agreement.

Council Member Toly asked if there was any other input besides the Lodges and Vail, or was there outreach to other businesses in the area. White stated there was input from Jackson's Hideaway and more gravel would be laid on their patio space.

Council Member Dickey stated Vail owned the property and NAC was the applicant and asked if this was a land lease or a purchase, to which Glasser stated it was a 50-year lease.

Mayor Worel opened the item for public input. No comments were given. Mayor Worel closed the item for public input.

Council Member Gerber moved to approve Ordinance 2022-14, an ordinance approving the Mountain Center Subdivision, located at 1431 Lowell Avenue, Park City, Utah. Council Member Dickey seconded the motion.

RESULT: APPROVED

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

EXCUSED: Council Member Doilney

4. Consideration to Approve Ordinance No. 2022-15, an Ordinance Amending the Municipal Code of Park City Title 4 General Licensing Section 4-2-15 Vibrant Commercial Storefront in HCB and HRC Districts; Title 12 Sign Code Section 12-3-1 Permits Required; and Title 15 Land Management Code Section 15-15-1

Definitions:

Jonathan Weidenhamer, Economic Development Manager, and Rebecca Ward, Assistant Planning Director, presented this item. Weidenhamer reviewed the history of sign codes on Main Street and stated this ordinance was a cleanup at Council's request. They worked with HPCA and other organizations and there were no concerns. Council Member Rubell asked if Planning Commission was going to make further amendments in the future, to which Weidenhamer affirmed and noted this amendment would fulfill Council's previous request and then further discussion would ensue at a future date.

Council Member Gerber explained there was a lot of collaboration on these amendments and she didn't want to burn bridges with further restrictions. Council Member Toly asked where a private club would fall in this amendment. Weidenhamer stated private clubs were not allowed in the store front.

Mayor Worel opened the public hearing. No comments were given. Mayor Worel closed the public hearing.

Council Member Rubell moved to approve Ordinance No. 2022-15, an ordinance amending the Municipal Code of Park City Title 4 General Licensing Section 4-2-15 Vibrant Commercial Storefront in HCB and HRC Districts; Title 12 Sign Code Section 12-3-1 Permits Required; and Title 15 Land Management Code Section 15-15-1 Definitions. Council Member Toly seconded the motion.

RESULT: APPROVED

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

EXCUSED: Council Member Doilney

5. Consideration to Approve Ordinance No. 2022-16, an Ordinance Amending the Land Management Code to Exempt Single-Family Dwellings and Duplexes from Certain Architectural Review Requirements in Chapter 15-5 to Comply with Changes to State Law; to Update Appeals in Sections 15-1-18, 15-10-3, and 15-10-7 to Comply with Changes to State Law; to Update the Definition of Food Truck in Section 15-15-1 to Comply with Changes to State Law; and To Make Non-Substantive Corrections For Consistent Citation To The Utah Code and Internal Citations, to Update References To The International Building Code, and Other Minor Modifications:

Rebecca Ward, Assistant Planning Director, presented this item and stated the purpose of the amendments was to align the Land Management Code (LMC) with State law. She reviewed the State law regarding architectural design guidelines, appeals, and food trucks.

Mayor Worel opened the public hearing. No comments were given. Mayor Worel closed the public hearing.

Council Member Gerber moved to approve Ordinance No. 2022-16, an ordinance amending the Land Management Code to exempt single-family dwellings and duplexes from certain architectural review requirements in Chapter 15-5 to comply with changes to state law; to update appeals in Sections 15-1-18, 15-10-3, and 15-10-7 to comply with changes to state law; to update the definition of Food Truck in Section 15-15-1 to comply with changes to state law; and to make non-substantive corrections for consistent citation to the Utah Code and internal citations, to update references to The

1 International Building Code, and other minor modifications. Council Member Dickey
2 seconded the motion.

3 **RESULT: APPROVED**

4 **AYES:** Council Members Dickey, Gerber, Rubell, and Toly

5 **EXCUSED:** Council Member Doilney

6
7 **IX) ADJOURNMENT**

8
9 With no further business, the meeting was adjourned.
10
11
12

Michelle Kellogg, City Recorder

Council Agenda Item Report

Meeting Date: June 16, 2022

Submitted by: Michelle Kellogg

Submitting Department: Public Utilities

Item Type: Staff Report

Agenda Section: CONSENT AGENDA

Subject:

Request to Authorize the City Manager to Execute Contracts for Water Quality Consultant Services, in Forms Approved by the City Attorney, with Water Quality & Treatment Solutions, Inc., in an Amount not to exceed \$50,000. and Confluence Engineering Group, LLC, in an Amount Not to Exceed \$50,000

Suggested Action:

Attachments:

[Water Quality Consultant Services Contracts Award Staff Report](#)

[Exhibit A: Water Quality and Treatment Solutions Scope and Fee](#)

[Exhibit B: Confluence Engineering Scope and Fee](#)

City Council Staff Report

Subject: Water Quality Consultant Services Contracts Award
Author: Michelle De Haan, Water Quality and Treatment Manager
Department: Public Utilities
Date: June 16, 2022
Type of Item: Administrative

Recommendation

Authorize the City Manager to execute contracts for Water Quality Consultant Services, in forms approved by the City Attorney, with [Water Quality & Treatment Solutions, Inc.](#), in an amount not to exceed \$50,000 and [Confluence Engineering Group, LLC](#), in an amount not to exceed \$50,000.

Background

- Park City Public Utilities Dept requires Water Quality Consultant Services in the following areas
 - Drinking and stream water quality evaluations and studies
 - Water treatment plant optimization
 - Bench, pilot testing
 - Regulatory support
 - Water quality modeling
 - Water distribution system water quality evaluations
 - Water treatment design services
- These services will be required to support activities including but not limited to:
 - Development of a 3Kings WTP DDW required Demonstration of Performance (DOP) monitoring plan, which is required by DDW prior to gaining a Conditional Operating Permit before start-up of 3Kings WTP in fall of 2022
 - Review of distribution system water quality stability plan to introduce 3Kings WTP into the water distribution system
 - Ice pigging program support
- Park City faces diverse and unique source water quality challenges and related regulatory obligations and requires additional expertise to supplement that of our staff of water quality professionals to continuously achieve our commitment to producing high quality water for the community.
- Consistent with purchasing policies, staff advertised a Request for Statements of Qualifications for Water Quality Consultant Services including drinking water and stream water related services.
- An approved vendor list has been developed from SOQs received and individual Design Professional Service Agreements will be issued upon need for services.

- Water Quality & Treatment Solutions, Inc. (WQTS) and Confluence Engineering Group, LLC are on the approved vendor list and their services are needed beginning in Summer 2022.
- This contract is structured as as-needed time and material contracts, and actual expenditures on the contracts will depend on the level of effort required to identify critical assets and associated risks including desk top training exercises.
- The awards for Water Quality Consultant Services will be a not to exceed \$50,000 to both WQTS and Confluence Engineering Group, LLC, respectively.

Funding

- This funding is out of the adopted water operations and CIP budgets funding.

Exhibits

Exhibit A Water Quality and Treatment Solutions Scope and Fee

Exhibit B Confluence Engineering Scope and Fee

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

This Design Professional Services Agreement (the "Agreement") is made and entered into as of this ____ day of _____, 20__, by and between **PARK CITY MUNICIPAL CORPORATION**, a Utah municipal corporation, ("City"), and **WATER QUALITY & TREATMENT SOLUTIONS, INC.**, a California corporation, ("Design Professional"), collectively, the City and the Design Professional are referred to as (the "Parties)."

WITNESSETH:

WHEREAS, the City desires to have certain services and tasks performed as set forth below requiring specialized skills and other supportive capabilities;

WHEREAS, sufficient City resources are not available to provide such services; and

WHEREAS, the Design Professional represents that the Design Professional is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise, where required, to perform the services and/or tasks set forth in this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the Parties hereto agree as follows:

1. **SCOPE OF SERVICES.**

The Design Professional shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Design Professional responsibilities throughout this Agreement and as set forth in the "Scope of Services" attached hereto as "**Exhibit A**" and incorporated herein (the "Project"). The total fee for the Project shall not exceed Fifty-Thousand Dollars (\$50,000.00).

The City has designated Michelle De Haan, or his/her designee as City's Representative, who shall have authority to act on the City's behalf with respect to this Agreement consistent with the budget contract policy.

2. **TERM.**

No work shall occur prior to the issuance of a Notice to Proceed which cannot occur until execution of this Agreement, which execution date shall be

Professional Service Agreement (Design Professional)

commencement of the term and the term shall terminate on June 30, 2026 or earlier, unless extended by mutual written agreement of the Parties.

3. COMPENSATION AND METHOD OF PAYMENT.

- A. Payments for services provided hereunder shall be made monthly following the performance of such services.
- B. No payment shall be made for any service rendered by the Design Professional except for services identified and set forth in this Agreement.
- C. For all “extra” work the City requires, the City shall pay the Design Professional for work performed under this Agreement according to the schedule attached hereto as “Exhibit B,” or if none is attached, as subsequently agreed to by both Parties in writing.
- D. The Design Professional shall submit to the City Manager or her designee on forms approved by the City Manager, an invoice for services rendered during the pay period. The City shall make payment to the Design Professional within thirty (30) days thereafter. Requests for more rapid payment will be considered if a discount is offered for early payment. Interest shall accrue at a rate of six percent (6%) per annum for services remaining unpaid for sixty (60) days or more.
- E. The Design Professional reserves the right to suspend or terminate work and this Agreement if any unpaid account exceeds sixty (60) days.
- F. Design Professional acknowledges that the continuation of this Agreement after the end of the City’s fiscal year is specifically subject to the City Council’s approval of the annual budget.

4. RECORDS AND INSPECTIONS.

- A. The Design Professional shall maintain books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement, including (but not limited to) that which is necessary to sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement, and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement.
- B. The Design Professional shall retain all such books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement for six (6) years after expiration of the Agreement.

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- C. The Design Professional shall, at such times and in such form as the City may require, make available for examination by the City, its authorized representatives, the State Auditor, or other governmental officials authorized by law to monitor this Agreement all such books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement. The Design Professional shall permit the City or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of the Design Professional's activities, which relate directly or indirectly to this Agreement.
- D. The City is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code 1953, as amended and Park City Municipal Code Title 5 ("GRAMA"). All materials submitted by Design Professional pursuant to this Agreement are subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA. The burden of claiming an exemption from disclosure rests solely with Design Professional. Any materials for which Design Professional claims a privilege from disclosure based on business confidentiality shall be submitted marked as "confidential - business confidentiality" and accompanied by a concise statement from Design Professional of reasons supporting its claim of business confidentiality. Generally, GRAMA only protects against the disclosure of trade secrets or commercial information that could reasonably be expected to result in unfair competitive injury. The City will make reasonable efforts to notify Design Professional of any requests made for disclosure of documents submitted under a claim of confidentiality. Design Professional specifically waives any claims against the City related to any disclosure of materials pursuant to GRAMA.

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

- A. The Parties intend that an independent Design Professional/City relationship will be created by this Agreement. No agent, employee, or representative of the Design Professional shall be deemed to be an employee, agent, or representative of the City for any purpose, and the employees of the Design Professional are not entitled to any of the benefits the City provides for its employees. The Design Professional will be solely and entirely responsible for its acts and for the acts of its agents, employees, subcontractors or representatives during the performance of this Agreement.
- B. In the performance of the services herein contemplated the Design Professional is an independent contractor with the authority to control and direct the performance of the details of the work, however, the results of the

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

work contemplated herein must meet the approval of the City and shall be subject to the City's general rights of inspection and review to secure the satisfactory completion thereof.

6. DESIGN PROFESSIONAL EMPLOYEE/AGENTS.

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

7. HOLD HARMLESS INDEMNIFICATION AND ATTORNEY FEES.

- A. The Design Professional shall indemnify and hold the City and its agents, employees, and officers, harmless from any and all liability for damages, including claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to (1) the Design Professional's breach of contract, negligence, recklessness, or intentional misconduct; or (2) the Design Professional's subconsultant's or subcontractor's negligence.
- B. The Design Professional shall also reimburse the City, including its agents, employees, and officers, and any other person for attorney fees or other costs incurred by the person in defending against a claim alleging liability for damages to the extent the attorney fees or costs were incurred due to (1) the Design Professional's breach of contract, negligence, recklessness, or intentional misconduct; or (2) the Design Professional's subconsultant's or subcontractor's negligence.
- C. If such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable to the extent of the Design Professional's breach of contract, negligence, recklessness, or intentional misconduct; or the Design Professional's subconsultant's or subcontractor's negligence.
- D. The Design Professional expressly agrees that the indemnification provided herein constitutes the Design Professional's limited waiver of immunity as an employer under Utah Code Section 34A-2-105; provided, however, this waiver shall apply only to the extent an employee of Design Professional claims or recovers compensation from the City for a loss or injury that Design Professional would be obligated to indemnify the City for under this Agreement. This limited waiver has been mutually negotiated by the Parties, and is expressly made effective only for the purposes of this Agreement.

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

- E. Further, nothing herein shall require the Design Professional to hold harmless, defend, or reimburse the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers.
- F. The Design Professional is required to maintain and to provide a standard of care consistent with other design professionals with the same or similar professional license, who normally provide projects, work, and/or services as is established in this Agreement in Park City, Utah. Accordingly, if the nature of the project, work, and/or services established in this Agreement requires specialized design expertise, the Design Professional is required to provide services consistent with the specialized design expertise established in this Agreement.
- G. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.
- H. The provisions of this section shall survive the expiration or termination of this Agreement.

8. INSURANCE.

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

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

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

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

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

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

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

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

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

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

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

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

9. TREATMENT OF ASSETS.

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

10. COMPLIANCE WITH LAWS AND WARRANTIES.

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

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

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

11. NONDISCRIMINATION.

Any Design Professional that enters into an agreement for goods or services with Park City Municipal Corporation or any of its boards, agencies, or departments shall:

- A. Implement an employment nondiscrimination policy prohibiting discrimination in hiring, discharging, promoting or demoting, matters of compensation, or any other employment- related decision or benefit against a person otherwise qualified, because of actual or perceived race; color; sex; 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; genetic information; or military status.
- B. In the performance of this Agreement, Design Professional shall not discriminate on account of actual or perceived race; color; sex; 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; genetic information; or military status.

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

- C. Incorporate the foregoing provisions in all subcontracts or assignments hereunder and take such actions as may be required to ensure full compliance with the provisions of this policy.

12. ASSIGNMENTS/SUBCONTRACTING.

- A. The Design Professional shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the City, and it is further agreed that said consent must be sought in writing by the Design Professional not less than thirty (30) days prior to the date of any proposed assignment. The City reserves the right to reject without cause any such assignment. Any assignment made without the prior express written consent of the City, as required by this paragraph, shall be deemed null and void.
- B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and proper bidding procedures where applicable as set forth in local, state or federal statutes, ordinance and guidelines.
- C. Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the City.
- D. Each subcontractor that physically performs services within Utah shall submit an affidavit to the Design Professional stating that the subcontractor has used E-Verify, or an equivalent program, to verify the employment status of each new employee, unless exempted by Utah Code § 63G-12-302.

13. CHANGES.

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

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

- A. No member, officer, or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- B. Nothing herein is intended to confer rights of any kind in any third party.

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

- C. No City employee who has procurement decision making authority and is engaged in the procurement process, or the process of administering a contract may knowingly receive anything of value including but not limited to gifts, meals, lodging or travel from anyone that is seeking or has a contract with the City.

15. MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS.

- A. All work proposed by the Design Professional is based on current government ordinances and fees in effect as of the date of this Agreement.
- B. Any changes to current government ordinances and fees which affect the scope or cost of the services proposed may be billed as an “extra” pursuant to Paragraph 3(C), or deleted from the scope, at the option of the City.
- C. The City shall make provision for access to the property and/or project and adjacent properties, if necessary for performing the services herein.

16. TERMINATION.

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

17. NOTICE.

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the Parties below. Notice is effective upon the date it

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

was sent, except that a notice of termination pursuant to Paragraph 16 is effective upon receipt. All reference to “days” in this Agreement shall mean calendar days.

18. ATTORNEYS FEES AND COSTS.

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

19. JURISDICTION AND VENUE.

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

20. SEVERABILITY AND NON-WAIVER.

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

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

21. ENTIRE AGREEMENT.

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

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

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

**PARK CITY MUNICIPAL CORPORATION
DESIGN PROFESSIONAL SERVICES AGREEMENT**

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

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

Matt Dias, City Manager

Attest:

City Recorder's Office

Approved as to form:

City Attorney's Office

**DESIGN PROFESSIONAL NAME
WATER QUALITY & TREATMENT
SOLUTIONS, INC., a California Corporation**

Address: 21018 Osborne Street, Ste. 1
City, State, Zip: Canoga Park, CA 91304

Tax ID#: 95-4818956
PC Business License #BL B-016198

Signature

Printed name

Title

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

Professional Service Agreement (Design Professional)

Updated 5-2020

**PARK CITY MUNICIPAL CORPORATION
DESIGN PROFESSIONAL SERVICES AGREEMENT**

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this ____ day of _____, 20__, personally appeared before me _____, whose identity is personally known to me/or proved to me on the basis of satisfactory evidence and who by me duly sworn/affirmed, did say that he is the President of **WATER QUALITY & TREATMENT SOLUTIONS, INC.**, a California corporation, by authority of its Bylaws/Resolution of the Board of Directors, and acknowledged that he signed it voluntarily for its stated purpose as President for **WATER QUALITY & TREATMENT SOLUTIONS, INC.**, a California corporation.

Notary Public

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

I declare under criminal penalty under the law of Utah that the foregoing is true and correct. Signed on the ____ day of _____, 20____, at _____ (insert State and County here).

Printed name _____

Signature: _____

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

EXHIBIT “A”

SCOPE OF SERVICES

Below is a list of the anticipated scope of services. The list is not comprehensive, and the City reserves the right to add related services as necessary.

- Drinking and stream water quality evaluations and studies
- Water treatment plant optimization
- Bench, pilot testing
- Regulatory support including development of a 3Kings WTP DDW required Demonstration of Performance (DOP) monitoring plan which is required to be negotiated with DDW prior to gaining a Conditional Operating Permit with DOP monitoring required upon start-up of 3Kings WTP in fall of 2022.
- Water quality modeling
- Water distribution system water quality evaluations

Rates

The following table lists WQTS’ fully-loaded labor rates for 2022. All overhead costs are included in these rates.

Classification	Labor Rate
President	\$275/hr
Principal Engineer / Scientist	\$200/hr
Senior Engineer / Scientist	\$170/hr
Engineer / Scientist	\$140/hr
Associate Engineer / Scientist	\$120/hr
Administrative Assistant	\$100/hr

All project-specific non-labor costs and expenses are billed at cost plus 10% Administrative Cost. The following are example project-specific non-labor costs that fall under this category:

- Airfare (coach fare) and travel expenses for project-specific meetings
- Supplies for project-specific bench-scale or pilot-scale testing

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

- Lease of pilot-scale testing units
- Subcontracted services, including but not limited to laboratory analytical services, if any
- Postage and shipping cost of project-related items
- Outside printing cost

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

This Design Professional Services Agreement (the "Agreement") is made and entered into as of this ____ day of _____, 20__, by and between **PARK CITY MUNICIPAL CORPORATION**, a Utah municipal corporation, ("City"), and **Confluence Engineering Group, a Washington Limited Liability Corporation**, ("Design Professional"), collectively, the City and the Design Professional are referred to as (the "Parties)."

WITNESSETH:

WHEREAS, the City desires to have certain services and tasks performed as set forth below requiring specialized skills and other supportive capabilities;

WHEREAS, sufficient City resources are not available to provide such services; and

WHEREAS, the Design Professional represents that the Design Professional is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise, where required, to perform the services and/or tasks set forth in this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the Parties hereto agree as follows:

1. **SCOPE OF SERVICES.**

The Design Professional shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Design Professional responsibilities throughout this Agreement and as set forth in the "Scope of Services" attached hereto as "**Exhibit A**" and incorporated herein (the "Project"). The total fee for the Project shall not exceed **Fifty Thousand Dollars** (\$50,000.00).

The City has designated Michelle De Haan, or her designee as City's Representative, who shall have authority to act on the City's behalf with respect to this Agreement consistent with the budget contract policy.

2. TERM.

No work shall occur prior to the issuance of a Notice to Proceed which cannot occur until execution of this Agreement, which execution date shall be commencement of the term and the term shall terminate on June 30, 2026 or earlier, unless extended by mutual written agreement of the Parties.

3. COMPENSATION AND METHOD OF PAYMENT.

- A. Payments for services provided hereunder shall be made monthly following the performance of such services.
- B. No payment shall be made for any service rendered by the Design Professional except for services identified and set forth in this Agreement.
- C. For all “extra” work the City requires, the City shall pay the Design Professional for work performed under this Agreement according to the schedule attached hereto as “Exhibit B,” or if none is attached, as subsequently agreed to by both Parties in writing.
- D. The Design Professional shall submit to the City Manager or her designee on forms approved by the City Manager, an invoice for services rendered during the pay period. The City shall make payment to the Design Professional within thirty (30) days thereafter. Requests for more rapid payment will be considered if a discount is offered for early payment. Interest shall accrue at a rate of six percent (6%) per annum for services remaining unpaid for sixty (60) days or more.
- E. The Design Professional reserves the right to suspend or terminate work and this Agreement if any unpaid account exceeds sixty (60) days.
- F. Design Professional acknowledges that the continuation of this Agreement after the end of the City’s fiscal year is specifically subject to the City Council’s approval of the annual budget.

4. RECORDS AND INSPECTIONS.

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

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

matters covered, directly or indirectly, by this Agreement for six (6) years after expiration of the Agreement.

- C. The Design Professional shall, at such times and in such form as the City may require, make available for examination by the City, its authorized representatives, the State Auditor, or other governmental officials authorized by law to monitor this Agreement all such books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement. The Design Professional shall permit the City or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of the Design Professional's activities, which relate directly or indirectly to this Agreement.
- D. The City is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code 1953, as amended and Park City Municipal Code Title 5 ("GRAMA"). All materials submitted by Design Professional pursuant to this Agreement are subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA. The burden of claiming an exemption from disclosure rests solely with Design Professional. Any materials for which Design Professional claims a privilege from disclosure based on business confidentiality shall be submitted marked as "confidential - business confidentiality" and accompanied by a concise statement from Design Professional of reasons supporting its claim of business confidentiality. Generally, GRAMA only protects against the disclosure of trade secrets or commercial information that could reasonably be expected to result in unfair competitive injury. The City will make reasonable efforts to notify Design Professional of any requests made for disclosure of documents submitted under a claim of confidentiality. Design Professional specifically waives any claims against the City related to any disclosure of materials pursuant to GRAMA.

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

- A. The Parties intend that an independent Design Professional/City relationship will be created by this Agreement. No agent, employee, or representative of the Design Professional shall be deemed to be an employee, agent, or representative of the City for any purpose, and the employees of the Design Professional are not entitled to any of the benefits the City provides for its employees. The Design Professional will be solely and entirely responsible for its acts and for the acts of its agents, employees, subcontractors or representatives during the performance of this Agreement.

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

- B. In the performance of the services herein contemplated the Design Professional is an independent contractor with the authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of the City and shall be subject to the City's general rights of inspection and review to secure the satisfactory completion thereof.

6. DESIGN PROFESSIONAL EMPLOYEE/AGENTS.

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

7. HOLD HARMLESS INDEMNIFICATION AND ATTORNEY FEES.

- A. The Design Professional shall indemnify and hold the City and its agents, employees, and officers, harmless from any and all liability for damages, including claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to (1) the Design Professional's breach of contract, negligence, recklessness, or intentional misconduct; or (2) the Design Professional's subconsultant's or subcontractor's negligence.
- B. The Design Professional shall also reimburse the City, including its agents, employees, and officers, and any other person for attorney fees or other costs incurred by the person in defending against a claim alleging liability for damages to the extent the attorney fees or costs were incurred due to (1) the Design Professional's breach of contract, negligence, recklessness, or intentional misconduct; or (2) the Design Professional's subconsultant's or subcontractor's negligence.
- C. If such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable to the extent of the Design Professional's breach of contract, negligence, recklessness, or intentional misconduct; or the Design Professional's subconsultant's or subcontractor's negligence.
- D. The Design Professional expressly agrees that the indemnification provided herein constitutes the Design Professional's limited waiver of immunity as an employer under Utah Code Section 34A-2-105; provided, however, this waiver shall apply only to the extent an employee of Design Professional claims or recovers compensation from the City for a loss or injury that Design Professional would be obligated to indemnify the City for under this

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

Agreement. This limited waiver has been mutually negotiated by the Parties, and is expressly made effective only for the purposes of this Agreement.

- E. Further, nothing herein shall require the Design Professional to hold harmless, defend, or reimburse the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers.
- F. The Design Professional is required to maintain and to provide a standard of care consistent with other design professionals with the same or similar professional license, who normally provide projects, work, and/or services as is established in this Agreement in Park City, Utah. Accordingly, if the nature of the project, work, and/or services established in this Agreement requires specialized design expertise, the Design Professional is required to provide services consistent with the specialized design expertise established in this Agreement.
- G. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.
- H. The provisions of this section shall survive the expiration or termination of this Agreement.

8. INSURANCE.

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

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

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

- B. Automobile Liability insurance with a combined single limit of not less than Two Million Dollars (\$2,000,000) each accident for bodily injury, death of

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

any person, and property damage arising out of the ownership, maintenance, and use of owned, hired, and non-owned motor vehicles. This policy must not contain any exclusion or limitation with respect to loading or unloading of a covered vehicle.

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

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

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

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

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

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

days of cancellation. The City reserves the right to request certified copies of any required policies.

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

9. TREATMENT OF ASSETS.

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

10. COMPLIANCE WITH LAWS AND WARRANTIES.

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

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

- E. Design Professional shall be solely responsible to the City for the quality of all services performed by its employees or sub-contractors under this Agreement. Design Professional hereby warrants that the services performed by its employees or sub-contractors will be performed substantially in conformance with the standard of care observed by similarly situated companies providing services under similar conditions.

11. NONDISCRIMINATION.

Any Design Professional that enters into an agreement for goods or services with Park City Municipal Corporation or any of its boards, agencies, or departments shall:

- A. Implement an employment nondiscrimination policy prohibiting discrimination in hiring, discharging, promoting or demoting, matters of compensation, or any other employment- related decision or benefit against a person otherwise qualified, because of actual or perceived race; color; sex; 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; genetic information; or military status.
- B. In the performance of this Agreement, Design Professional shall not discriminate on account of actual or perceived race; color; sex; 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; genetic information; or military status.

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

- C. Incorporate the foregoing provisions in all subcontracts or assignments hereunder and take such actions as may be required to ensure full compliance with the provisions of this policy.

12. ASSIGNMENTS/SUBCONTRACTING.

- A. The Design Professional shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the City, and it is further agreed that said consent must be sought in writing by the Design Professional not less than thirty (30) days prior to the date of any proposed assignment. The City reserves the right to reject without cause any such assignment. Any assignment made without the prior express written consent of the City, as required by this paragraph, shall be deemed null and void.
- B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and proper bidding procedures where applicable as set forth in local, state or federal statutes, ordinance and guidelines.
- C. Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the City.
- D. Each subcontractor that physically performs services within Utah shall submit an affidavit to the Design Professional stating that the subcontractor has used E-Verify, or an equivalent program, to verify the employment status of each new employee, unless exempted by Utah Code § 63G-12-302.

13. CHANGES.

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

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

- A. No member, officer, or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- B. Nothing herein is intended to confer rights of any kind in any third party.

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

- C. No City employee who has procurement decision making authority and is engaged in the procurement process, or the process of administering a contract may knowingly receive anything of value including but not limited to gifts, meals, lodging or travel from anyone that is seeking or has a contract with the City.

15. MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS.

- A. All work proposed by the Design Professional is based on current government ordinances and fees in effect as of the date of this Agreement.
- B. Any changes to current government ordinances and fees which affect the scope or cost of the services proposed may be billed as an “extra” pursuant to Paragraph 3(C), or deleted from the scope, at the option of the City.
- C. The City shall make provision for access to the property and/or project and adjacent properties, if necessary for performing the services herein.

16. TERMINATION.

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

17. NOTICE.

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the Parties below. Notice is effective upon the date it

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

was sent, except that a notice of termination pursuant to Paragraph 16 is effective upon receipt. All reference to “days” in this Agreement shall mean calendar days.

18. ATTORNEYS FEES AND COSTS.

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

19. JURISDICTION AND VENUE.

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

20. SEVERABILITY AND NON-WAIVER.

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

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

21. ENTIRE AGREEMENT.

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

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

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

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

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

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

Matt Dias, City Manager

Attest:

City Recorder's Office

Approved as to form:

City Attorney's Office

Confluence Engineering Group, LLC
517 NE 92nd Street, Seattle, WA 98115
Melinda Friedman, P.E., President

Tax ID#: 26-2114192
PC Business License#: pending

Signature

Printed name

Title

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

**PARK CITY MUNICIPAL CORPORATION
DESIGN PROFESSIONAL SERVICES AGREEMENT**

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this ____ day of _____, 20__, personally appeared before me _____, whose identity is personally known to me/or proved to me on the basis of satisfactory evidence and who by me duly sworn/affirmed, did say that he/she is the President of **Confluence Engineering Group, a Washington limited liability company**, by authority of its Operating Agreement/Member Resolution, and acknowledged that he/she signed it voluntarily for its stated purpose as President for Confluence Engineering Group, a Washington limited liability company.

Notary Public

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

I declare under criminal penalty under the law of Utah that the foregoing is true and correct. Signed on the ____ day of _____, 20____, at _____ (insert State and County here).

Printed name _____

Signature: _____

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

EXHIBIT “A”

SCOPE OF SERVICES

Below is a list of the anticipated scope of services. The list is not comprehensive, and the City reserves the right to add related services as necessary.

- Drinking and stream water quality evaluations and studies
- Water treatment plant optimization
- Bench, pilot testing
- Regulatory support
- Water quality modeling
- Water distribution system water quality evaluations including review of distribution system water quality stability plan to introduce 3Kings WTP into the water distribution system and ice pigging program support.
- Water treatment design services

Employee Title Standard 2022 Rate (\$/hr)

Stephen Booth, P.Eng., Ph.D Sr. Project Manager 225
Melinda Friedman, P.E. President 279
Michael Hallett COO/Field Scientist 188
Andrew Hill, P.E. Sr. Project Manager 247
Chris McMeen, P.E. Sr. Project Manager 251
Alex Mofidi, P.E. Sr. Project Manager 247
Virpi Salo-Zieman, P.E. Project Engineer 174
Al Vetrovs Sr. Env. Scientist 174
Danbi Wan, EIT Engineer 120

- Professional fees are billed on a time basis, with an annual cost-of-living adjustment based on Western States Consumer Price Index and NTE 3%.
- Travel time will be billed at the rates shown above.
- The following expenses paid on client's behalf are billed with 5% overhead markup.
 - Laboratory expenses
 - Sub-consultant fees
 - Travel expenses
 - Off-site lodging and meals
 - Communications costs
 - Library charges
 - Outside Messenger Services
 - Other direct costs associated with field efforts

Council Agenda Item Report

Meeting Date: June 16, 2022

Submitted by: Michelle Kellogg

Submitting Department: Planning

Item Type: Staff Report

Agenda Section: OLD BUSINESS

Subject:

Consideration to Approve Ordinance No. 2022-18, an Ordinance Annexing Approximately 1,200 Acres of Property Located in the Southeast Quinn's Junction Area into the Corporate Limits of Park City, Utah, and Amending the Official Zoning Map of Park City to Zone the Property Recreation and Open Space within the Entry Corridor Protection And Sensitive Land Overlays
(A) Public Hearing (B) Action

Suggested Action:

Attachments:

[Southeast Quinn's Junction Annexation Petition Staff Report](#)

[Exhibit A: Draft Ordinance No. 2022-18](#)

[Exhibit B: Southeast Quinn's Junction Annexation Petition](#)

[Exhibit C: 1999 Flagstaff Development Agreement](#)

[Exhibit D: Notice of Intent](#)

[Exhibit E: Summit County Certification](#)

[Exhibit F: City Council Notice of Annexation Petition](#)

[Exhibit G: Boundary Commission Determination](#)

[Exhibit H: Ground Lease between UPCM and PCMC](#)

[Exhibit I: Draft Annexation Agreement](#)

City Council Staff Report



Subject: Southeast Quinn's Junction Annexation
Application: PL-21-05031
Author: Planning Department
Date: June 16, 2022
Type of Item: Legislative – Annexation Petition and Zoning Map Amendment

Recommendation

(I) Review the Southeast Quinn's Junction Annexation Petition, (II) conduct a public hearing, and (III) consider adopting Ordinance No. 2022-18, *An Ordinance Annexing Approximately 1,200 Acres Of Property Located in the Southeast Quinn's Junction Area into the Corporate Limits Of Park City, Utah, and Amending the Official Zoning Map of Park City to Zone the Property Recreation and Open Space within the Entry Corridor Protection And Sensitive Land Overlays* (Exhibit A).

Description

Applicant: Park City Municipal Corporation

Location: Development-restricted Richardson Flat property and City-owned Clark Ranch, approximately 1,200 acres in the Quinn's Junction (HWY 40 and SR 248) area, including the following parcels in unincorporated Summit County:

SS-65-A-X (69.80 acres)
SS-65-A-X-X (0.78 acres)
SS-65-A-1-X (0.26 acres)
SS-92-A-1-A (0.22 acres)
SS-92-A-1-X (0.22 acres)
SS-92-A-X (34.19 acres)
SS-88 (166.27 acres)
SS-91-UP-X (6 acres)
SS-87-A-X (17.18 acres)
SS-87 (380 acres)
SS-87-B (22.85 acres)
SS-86-91-UP-X (12.38 acres)
SS-91-X (45.85 acres)
PP-28-A (40 acres)
SS-121-X (124.98 acres)
PP-26-A-1-AX (44 acres)
PP-26-X (125.76 acres)
PP-26-D-X (6.03 acres)
PP-26-A-X (94.56 acres)
PP-S-46 (0.57 acres)

Proposed Zoning:	Recreation and Open Space Entry Corridor Protection Overlay Sensitive Land Overlay
Adjacent Land Uses:	To the west – the Park City boundary and Intermountain Healthcare Park City Medical Campus Subdivision, Morning Star Estates Subdivision, Park City Heights Subdivision, and Park City Film Studios Subdivision To the north – unincorporated Summit County Service Commercial and Hillside Stewardship development and undeveloped agricultural/grazing land To the east – unincorporated Wasatch County mixed-use development along SR 248 and undeveloped land in unincorporated Summit County To the south – undeveloped land in unincorporated Summit and Wasatch Counties
Reason for Review:	The Planning Commission holds a public hearing and makes a recommendation on annexation petitions, including the recommended zoning, to the City Council. Upon recommendation from the Planning Commission, the City Council holds a public hearing and may either grant or deny the petition.¹

Terms that are capitalized as proper nouns throughout this staff report are defined in LMC § [15-15-1](#).

Summary

Park City Municipal Corporation filed an annexation petition to bring approximately 1,200 acres into City jurisdiction. The annexation includes the Richardson Flat property, long envisioned to become part of Park City, that is development-restricted for future open space and recreation facilities, as well as the City-owned Clark Ranch property, with a majority of the acreage slated for a conservation easement as protected public recreational open space.

On May 25, 2022, the Planning Commission reviewed the annexation petition, conducted a public hearing, and unanimously forwarded a positive recommendation to the City Council ([Agenda Item 7.B](#); [Audio](#)).

¹ LMC [§ 15-8-4\(E\)](#)

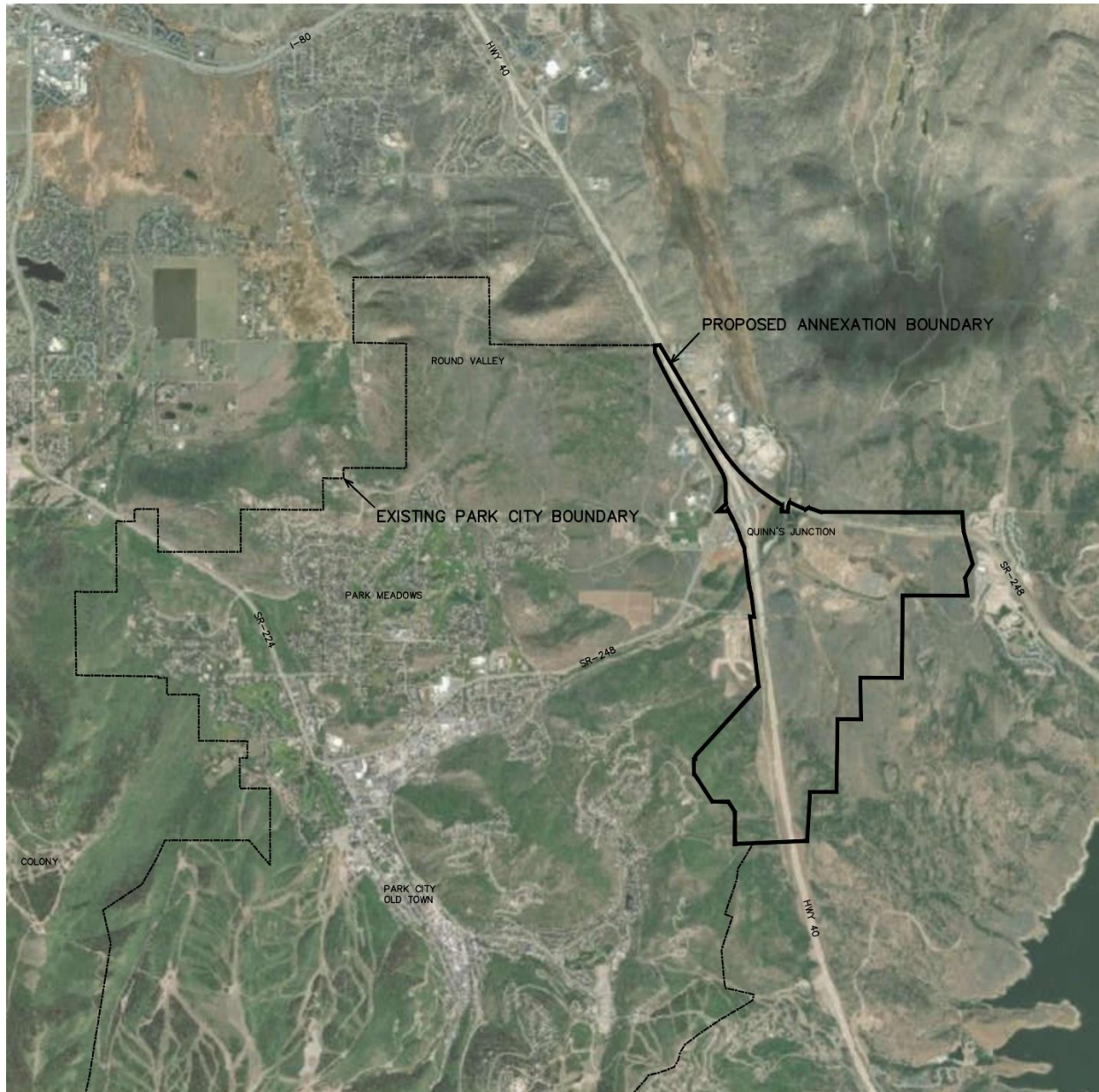
Background

On October 15, 2021, the Applicant filed the Southeast Quinn's Junction Annexation Petition with the City Recorder (Exhibit B). The annexation petition includes approximately 1,200 acres of property in the Quinn's Junction (HWY 40 and SR 248) area in unincorporated Summit County, highlighted in green below:



The annexation petition Vicinity Map shows the area proposed to be annexed into Park City in the context of the existing City boundary:

VICINITY MAP



The annexation petition includes the Richardson Flat property and City-owned Clark Ranch property.

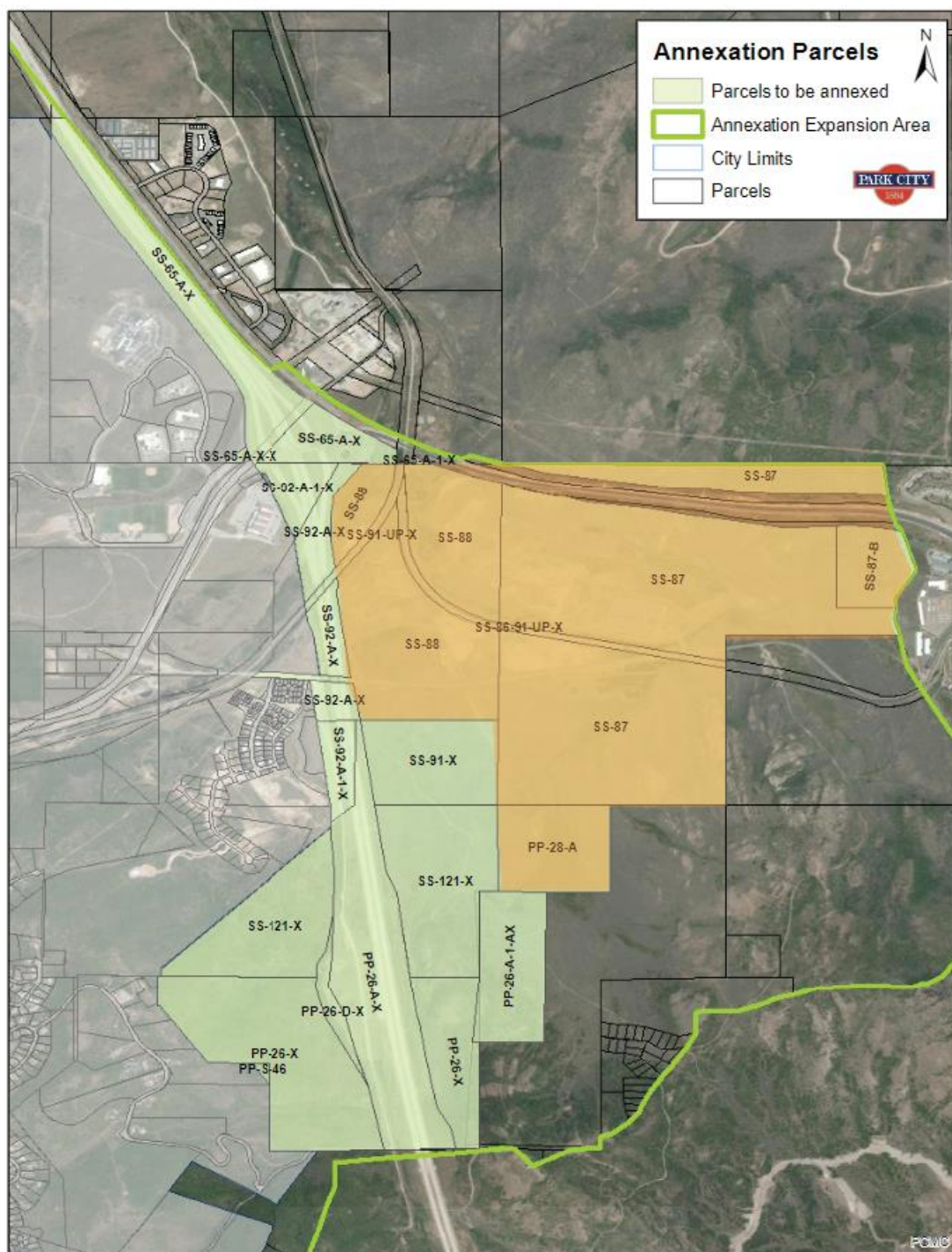
Richardson Flat Property

The Richardson Flat property included in the annexation petition is the result of a long planning process and was negotiated with United Park City Mines (UPCM) as part of the Flagstaff Development Agreement in 1999 (Exhibit C). The Flagstaff Development Agreement was the result of an unprecedented negotiation between the City and UPCM that established clear and predictable land use entitlements and restrictions for hundreds of acres in Park City as well as within Summit and Wasatch Counties. Park City's ability to annex the Richardson Flat area was negotiated as part of that approval process.

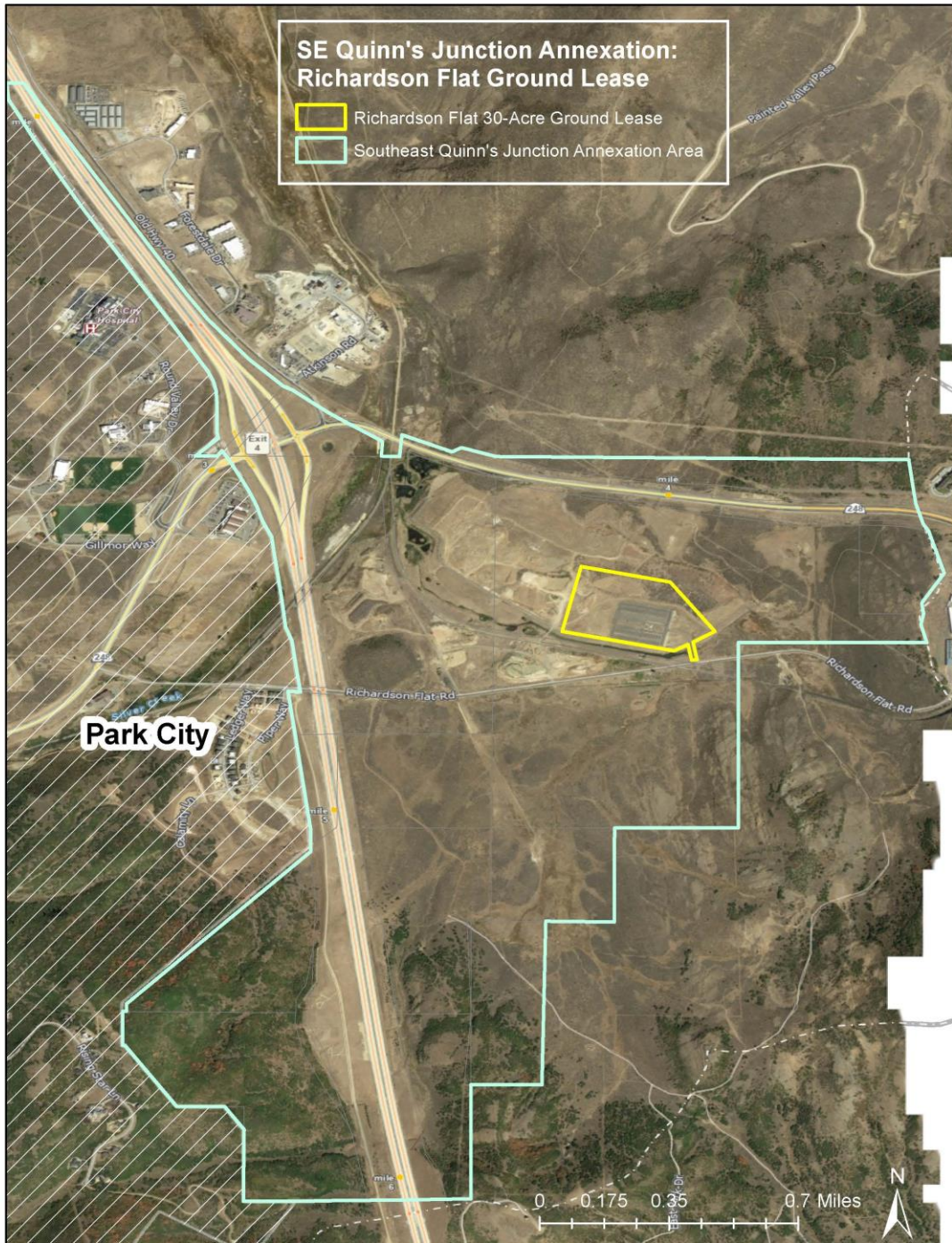
On May 17, 1994, UPCM filed an application to annex an area—initially referred to as Flagstaff Mountain and now known as Empire Pass—into Park City. After years of negotiations, on June 24, 1999, City Council adopted [Ordinance No. 99-30](#), annexing approximately 1,750 acres into Park City for the development of Flagstaff Mountain. On the same day, the City Council adopted [Resolution No. 20-99](#), authorizing the Flagstaff Development Agreement between UPCM and Park City.

In Section 3.1 of the Flagstaff Development Agreement, UPCM agreed to annex the Richardson Flat property into Park City (Exhibit C, p. 29). Additionally, UPCM agreed to development restrictions that limit future uses of the Richardson Flat property to golf, equestrian, or other public recreational facilities, or “to perpetually deed restrict Richardson Flat to prevent further development” (Exhibit C, p. 30). The [Flagstaff Development Agreement](#) was amended in 2007, reiterating the contemplated annexation of the Richardson Flat property into Park City and expanding the Flagstaff Development Agreement to include 30 acres in the Richardson Flat area for Park City Municipal parking and potential recreational uses.

The development-restricted acreage is included in the orange parcels below:



The 30-acre property leased by Park City Municipal in the Richardson Flat area, including the parking lot, is outlined in yellow below. The City may expand use of the 30 acres to include recreation facilities.



Clark Ranch

Clark Ranch is a 344-acre property in the Quinn's Junction area south of SR 248, bisected by HWY 40. On October 9, 2014, the City Council approved a Real Estate Purchase Contract for the City's purchase of Clark Ranch with Resort Communities Tax open space funds. The purchase included plans for a conservation easement and a potential for limited non-open space uses. The Clark Ranch property is highlighted in dark green below:



The table below outlines the annexation petition review to date:

October 8, 2021	Park City Municipal Corporation filed a Notice of Intent to annex approximately 1,200 acres of property in the Southeast Quinn's Junction area with the City Recorder and sent copies of the Notice of Intent to each affected entity (Exhibit D)
October 13, 2021	Summit County certified they mailed a true and correct copy of the Park City Municipal Proposed Annexation Notice to each owner of real property within the area proposed to be annexed and within 300 feet of the area to be annexed (Exhibit E)
October 15, 2021	Park City Municipal filed the petition to annex approximately 1,200 acres in the Southeast Quinn's Junction area with the City Recorder and provided copies of the annexation petition to the Summit County Clerk, the Snyderville Basin Planning Commission Chair, and the Park City Planning Commission Chair
October 18, 2021	The Planning Director determined the proposed annexation is consistent with the Park City General Plan and recommended the City Council accept the annexation petition; the City Council unanimously voted to accept the annexation petition for further review (Staff Report and Exhibits ; Minutes)
October 28, 2021	The City Recorder certified the annexation petition
October 28, 2021	The City Council posted notice of the certified Annexation Petition pursuant to Utah Code Section 10-2-406 on the Utah Public Notice Website and the City's website for three consecutive weeks, mailed notice to each affected entity, and mailed notice to each residence and to each owner of real property in the area proposed for annexation and the area extending ½ mile from the annexation's boundaries (Exhibit F)
November 16, 2021	The annexation staff review team met pursuant to Land Management Code § 15-8-5(A) to provide input on the proposed annexation; the team included the Park City School District, the Snyderville Basin Water Reclamation District, the Park City Fire District, Park City Police, Public Utilities, Public Works, Sustainability, Economic Development, Engineering, Transportation, Transit, Parking, Building, Affordable Housing, Special Events, and Planning

November 24, 2021	Certification of the annexation petition opened a protest period. Four protests to the annexation petition were filed by the following entities: Hideout Community Advancement and Development, LLC The Town of Hideout NB 248, LLC Redus Park City, LLC
December 9, 2021	The City Council reviewed the protests and declined to take any action, allowing the annexation petition to proceed (Staff Report ; Minutes , p. 5)
December 23, 2021	Summit County formed a Boundary Commission to hear the Hideout Community Advancement and Development, LLC protest
December 23, 2021	Summit County rejected the Town of Hideout , NB 248, LLC , and Redus Park City, LLC protests
January 12, 2022	City staff provided an update on the annexation petition to the Planning Commission (Staff Communication ; Minutes , p. 2)
January 13, 2022	City staff provided an update on the annexation petition to the City Council (Staff Communication ; Minutes , p. 5)
February 14, 2022	The Boundary Commission convened and unanimously denied the Hideout Community Advancement and Development, LLC (HCAD) protest, finding HCAD did not have standing to protest (Exhibit G)
March 7, 2022	The Boundary Commission decision was appealed to the Third District Court; the appeal is ongoing
April 27, 2022	The Planning Commission conducted a work session on the annexation petition (Staff Report ; Audio)
May 5, 2022	The annexation staff review team met again to finalize staff recommendations
May 25, 2022	The Planning Commission conducted a public hearing on the annexation petition and unanimously forwarded a positive recommendation to the City Council (Agenda Item 7.B ; Audio)

June 1, 2022	The Third District Court dismissed the appeal of the Boundary Commission's decision with prejudice, holding that HCAD lacked standing to protest.
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The staff review team input is incorporated into this staff report.

Analysis

Pursuant to LMC [§ 15-8-5\(B\)](#), the Planning Department prepares a staff report and recommendation on the annexation petition for Planning Commission and City Council review. The staff report must evaluate fifteen criteria, outlined below in Section A. Additionally, the Planning Commission and City Council review a proposed Annexation Agreement contemporaneously with the annexation petition, outlined below in Section B.

On May 25, 2022, the Planning Commission conducted a public hearing on the annexation petition and proposed Recreation and Open Space zoning with Entry Corridor Protection and Sensitive Land Overlays and unanimously forwarded a positive recommendation to the City Council. Upon recommendation from the Planning Commission, the City Council holds a public hearing and may either grant or deny the annexation petition.²

The analysis below is from the May 25 Planning Commission staff report:

A. Annexation Criteria

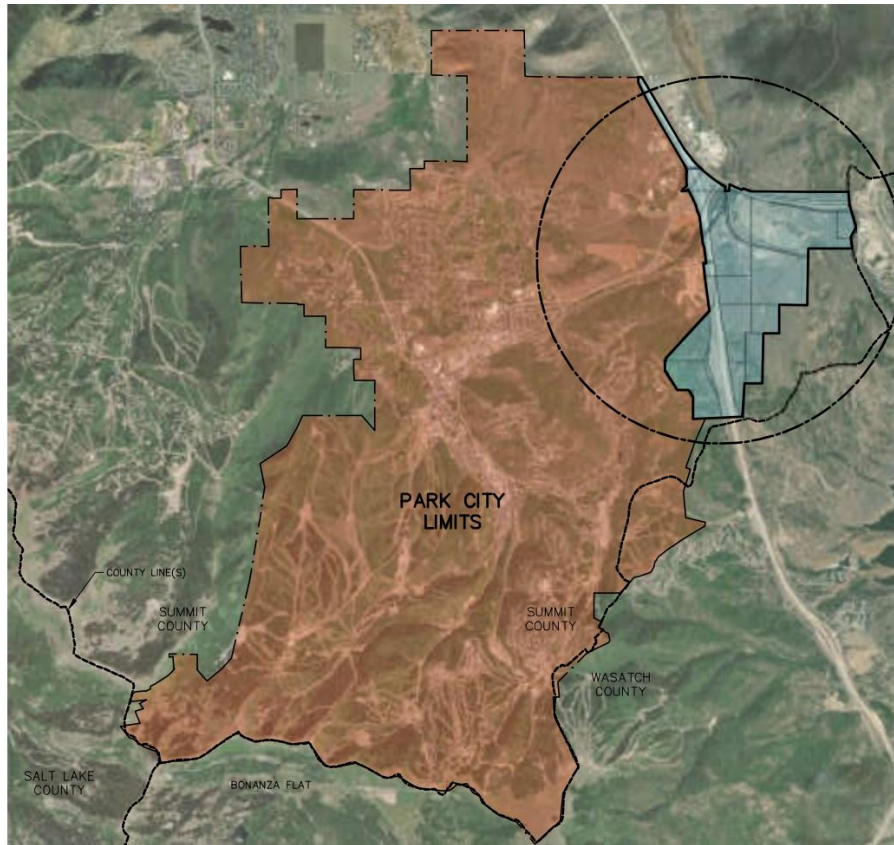
1. Ability to meet the general annexation requirements stated in Section 15-8-2

LMC [§ 15-8-2](#) requires the evaluation of twelve criteria outlined below:

A. Property under consideration of annexation must be considered a logical extension of City boundaries

The annexation is a logical extension of City boundaries. The image below, taken from the annexation petition, shows the existing City boundary in red, and the proposed annexation in blue:

² LMC [§ 15-8-4\(E\)](#)



B. Annexation of the property to the City must be consistent with (i) the intent and purpose of LMC Chapter 15-8 and (ii) the Park City General Plan

(i) The proposed annexation is consistent with the intent and purpose of Chapter 15-8

LMC [§ 15-8-1](#) outlines the purpose of LMC Chapter 15-8, *Annexation*, and includes the following with staff analysis:

- **Protect the general interests and character of the community**

The General Plan identifies the area proposed for annexation to be preserved as recreational open space.³ The Richardson Flat area is subject to development restrictions for the benefit of the community. Section 3.1 of the Flagstaff Development Agreement states that the property owner of the Richardson Flat area “unconditionally offers to annex Richardson Flats to the City and, regardless of the annexation to Richardson Flats, to restrict development . . .” Development restrictions, subject to EPA and/or DEQ approval, outline three scenarios including use for golf, equestrian, and other public recreational opportunities. In ongoing litigation over the Development Agreement, the Third District Court recognized that Park City has a conservation easement limiting development in Richardson Flat. The court also held that the owner is

³ [General Plan](#), Volume II, Neighborhoods 3, p. 35

subject to an equitable servitude, which limits the ability to develop the area.

These development restrictions were reiterated in the [2007 Amended and Restated Development Agreement](#), which provided the City with a long-term lease for 30 acres for the Richardson Flat parking lot and recreation uses. 650 of the parking spaces are for City use with the remaining 100 spaces reserved for the property owner for the Montage Hotel and Empire Pass. The Richardson Flat parking lot may enhance future transit service and connections.

The Clark Ranch property is owned by the City and the majority of the 344 acres will be protected open space pursuant to a conservation easement. Public trails are under construction with future expansion planned into 2023 to enhance the City's trail system and to interconnect with regional trails. Limited acreage may be designated by the City Council for non-open space uses, subject to future rezoning for uses beyond those outlined in the Recreation and Open Space Zoning District. The City Council directed the Housing Department to evaluate the feasibility and suitability of affordable housing on limited acreage in the Clark Ranch area. Any proposed uses beyond those outlined in the Recreation and Open Space Zoning District regulations will trigger public notice, a Planning Commission public hearing and recommendation to City Council, and a City Council public hearing and action.

- **Assure orderly growth and development of the Park City community in terms of utilities and public services**

No development is proposed. Any future development will be subject to the Richardson Flat development restrictions and Recreation and Open Space Zoning unless a property owner applies to rezone. As a result, no expansion of utilities is proposed at this time. Please see Section F below for public services analysis.

- **Preserve open space; enhance parks and trails**

The annexation ensures preservation of open space and potential public recreational uses of the Richardson Flat property as intended by the Flagstaff Development Agreement. The annexation petition brings the City-owned Clark Ranch property into City jurisdiction and protects it under Recreation and Open Space Zoning; a future conservation easement is planned to further restrict future uses on the Clark Ranch property. Expansion of public trails is in progress on the City-owned Clark Ranch property. Please see Section F below for additional trails analysis.

- **Ensure environmental quality**

The annexation petition includes the Richardson Flat property, a portion of which is designated the Richardson Flat Tailings Impoundment – Operable Unit 1. According to [the EPA Superfund Site Cleanup Activities Background webpage](#), UPCM has conducted some cleanup activities that currently protect human health and the environment through excavation and capping. For the long term, additional actions

include restrictions on future land and groundwater use and implementation of a final operations and maintenance plan.

The EPA cleanup plan for Richardson Flat Operable Unit 1 does not require state and local permitting pursuant to federal law. In 2007 EPA and UPCM entered into a Consent Decree which was approved by the United States District Court for the District of Utah on October 4, 2007. The 30 acres leased by Park City are located within Operable Unit 1. Section 7.03 of the Ground Lease between United Park City Mines and Park City Municipal Corporation states the “[I]andlord shall indemnify, protect and hold [Park City Municipal] harmless from, and shall defend [Park City Municipal] against, any and all Environmental Claims arising out of or incurred in connection with the violation of any Environmental Law by Landlord” (Exhibit H).

Annexation of this area into municipal boundaries does not alter any legal liability of the City or current, past, or future property owners.

- **Protect entry corridors, view sheds, and environmentally sensitive lands**

The area proposed for annexation is the east entry corridor for Park City. The Recreation and Open Space Zoning, Entry Corridor Protection Overlay, and Sensitive Land Overlay will protect the view sheds and environmentally Sensitive Lands. Please see Section 6 below.

- **Preserve historic and cultural resources**

Please see Section 15 below.

- **Create buffer areas**

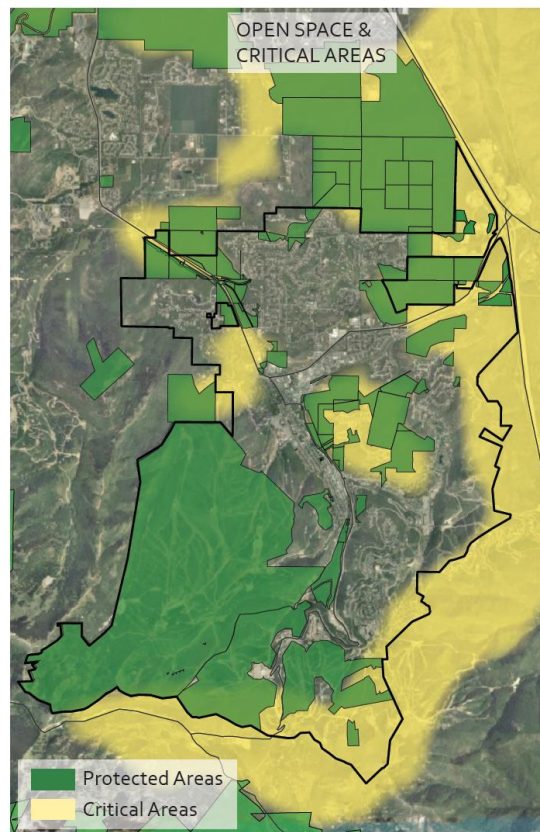
Goal 4 of the General Plan is to conserve a connected, healthy network of open space for continued access to and respect for the natural setting. Objective 4B is to buffer entry corridors from development and protect mountain vistas to enhance the natural setting, quality of life, and visitor experience.

Portions of the area proposed to be annexed are highlighted in the General Plan, shown below, as critical areas, providing opportunities for trail connectivity and wildlife corridors:

Objectives

- 4A** Protect natural areas critical to biodiversity and healthy ecological function.
- 4B** Buffer entry corridors from development and protect mountain vistas to enhance the natural setting, quality of life, and visitor experience.
- 4C** Prevent fragmentation of open space to support ecosystem health, wildlife corridors, and recreation opportunities.
- 4D** Minimize further land disturbance and conversion of remaining undisturbed land areas to development to minimize the effects on neighborhoods.
- 4E** Collaborate with neighborhoods to create small parks or passive open space areas.

The map to the right illustrates, in green, those areas that are protected open spaces within and surrounding Park City. It also illustrates, in yellow, those areas that are NOT protected open space within and surrounding Park City. The areas depicted in yellow are those that represent opportunities for possible open space acquisition in the future. These areas illustrate possible connections for Park City's existing open space, connections that provide for trail connectivity and wildlife corridors. If not protected via acquisition, the City should look closely at land use tools to mitigate development impacts by private owners in the future. Open space connectivity is noted in the above Principle 4C - Prevent fragmentation of open space to support ecosystem health, wildlife corridors, and recreation opportunities.



NATURAL
SETTING



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- **Protect public health, safety, and welfare**

The annexation petition is in alignment with long-term City planning outlined in the General Plan and the Flagstaff Development Agreement. Recreation and Open Space Zoning, with Entry Corridor Protection and Sensitive Land Overlays, ensures the environmentally sensitive area and important eastern entry corridor to Park City are protected. Additionally, acreage long envisioned as recreational open space for the benefit of the community will be further protected.

Please see Section F for analysis regarding Park City Fire District and Police services.

- **Ensure that annexations are approved consistent with the Park City General Plan and Utah State law**

LMC [Chapter 15-8](#) *Annexations* was adopted to align with Utah Code [Section 10-2-401](#) et seq. Please see the analysis pursuant to LMC Chapter 15-8 herein.

(ii) The Annexation is consistent with the Park City General Plan

The General Plan identifies the area proposed for annexation to be preserved primarily as open space.⁴ Preserving open space and recreation uses, protecting wildlife corridors, view corridors, and sensitive land with low-impact recreational activities are priorities for this area, outlined in [General Plan Volume II, Neighborhoods 3, p. 31 - 36](#). The annexation is aligned with many of the General Plan goals, objectives, and strategies.

Goal 1 is to protect undeveloped lands, discourage sprawl, and direct growth inward to strengthen existing neighborhoods.⁵ Implementation Strategy for Goal 1 is to annex additional land to shape growth reflective of the City's goals for land use surrounding Park City, in part to protect gateways to the City.⁶

Goal 2 is to emphasize and preserve our sense of place while collaborating with the Wasatch Back and Salt Lake City regions through regional land use and transportation planning.⁷ As outlined below, the area proposed to be annexed into Park City is subject to the Quinn's Junction Joint Planning Commission principles, developed in coordination with Summit County. Additionally, the proposed annexation does not include any land that was part of Hideout's 2020 attempted annexation, further analyzed below in Section K.

In support of Goal 2, the General Plan references the Quinn's Junction Joint Planning Commission Principles, developed between Park City and Summit County to create a shared land use plan for future development of the Quinn's Junction area based on commonalities in the Snyderville Basin and Park City General Plans.⁸ The Quinn's Junction Joint Planning Commission Principles envision future recreation and open space uses:

⁴ [General Plan](#), Volume I, Small Town, p. 15 - 17

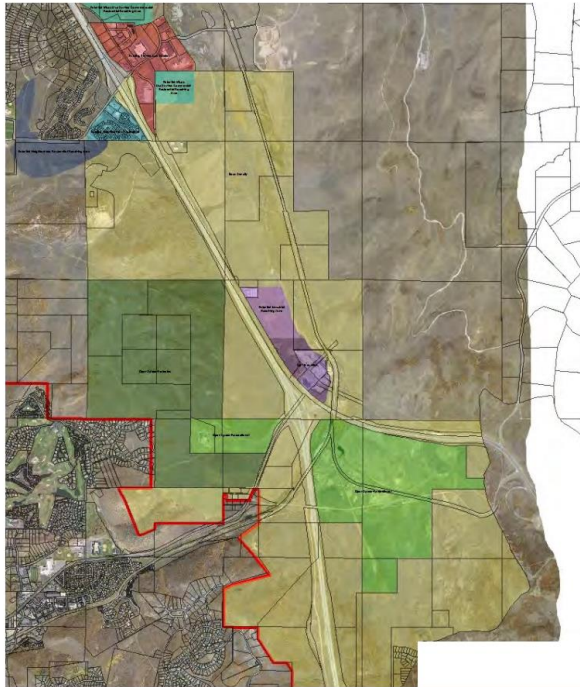
⁵ *Id.*, p. 6

⁶ *Id.*

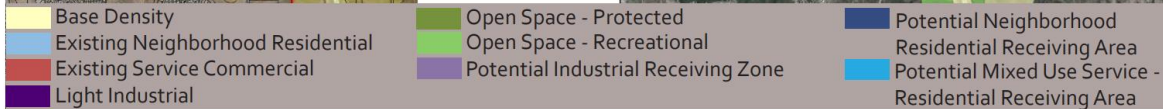
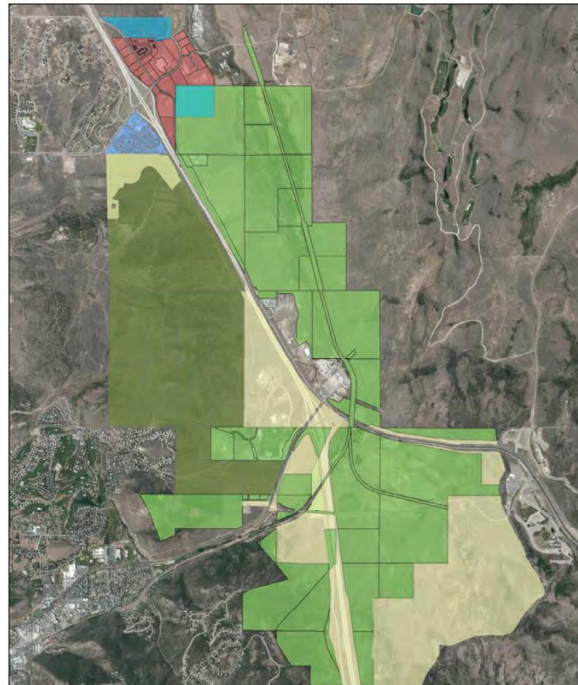
⁷ *Id.*, p. 18

⁸ [General Plan](#), Volume II, Neighborhoods 3, p. 31 – 36

2004 QUINN'S JUNCTION JOINT
PLANNING COMMISSION MAP



UPDATED QUINN'S JUNCTION
AREA MAP



The annexation petition is aligned with the Quinn's Junction Joint Planning Commission Principles, which require future uses of Richardson Flat to comply with the 1999 Flagstaff Development Agreement. Additionally, the proposed Recreation and Open Space Zoning within the Entry Corridor Protection and Sensitive Land Overlays will ensure future development of recreation facilities are aligned with the Principles:

Quinn's Junction Joint Planning Commission Principles (2004)

Development Densities and Land Uses

1. Initial project analysis should commence with a review of property's base density (subtracting wetlands, slopes, wildlife areas, flood plain, etc.)
2. Consider density bonuses for preservation of key open spaces identified in the study area.
3. Density should result in significant public benefits that promote Park City's resort, recreation, tourism and resort-based, second home economy.
4. Highway service commercial / convenience retail and regional/big-box retail commercial will not be considered in/along the Highway 40/SR 248 corridor.
5. A site for institutional development will be considered in the study area with the potential institutional uses limited to: a hospital, educational facility, recreation / sports training facility, or an arts / cultural heritage / history based institution.
6. A limited expansion of the existing light industrial/incubator service commercial uses along the east side of Highway 40 should be considered. Said expansion should be clustered to the greatest degree possible to minimize sprawl and should include re-development / clean-up of existing businesses, land use patterns, circulation, etc., that have been detrimental to the environment, aesthetics, or function of the area. Density incentives would be considered for preservation of key open space areas within the boundaries of the study, particularly those advancing the goals of the study for preservation of the 248 entry corridor. It should be noted that many of the above principles will be further specified by forthcoming amendments to the Snyderville Basin Development Code, which will more serve as the actual governing document for proposals including these types of uses in the study area.
7. Neighborhood Commercial uses will be considered in the Silver Summit area east of Highway 40 and a more limited (in use and overall density) neighborhood commercial node could be considered on the west side of Highway 40. Potential for expansion of these uses may be through density receiving mechanisms to be identified in forthcoming Development Code changes.
8. Recreation and Open Space will be the encouraged use in the Richardson's Flat area. The majority of this area is governed by and must be reviewed for consistency with the 1999 Flagstaff Mountain Development Agreement, which stipulates golf course, active recreation, equestrian and preserved open space as allowed uses.
9. Clustered residential development may be considered in areas indicated on the accompanying map of the study area and specified for base density. Initial evaluation of density for projects in the study area shall be based on Summit County Base Density allowances as specified in the Code in effect at the time of application. The maximum density that will be considered in Base Density areas for projects complying with all preferred development patterns and principles will be limited to the densities specified for rural areas in the Summit County Development Code or where applicable the Estate Zoning provisions of the Park City Land Management Code. Code provisions in effect at the time of application will apply. Only potential receiving areas or the parcel identified for potential employee housing in the existing Flagstaff Mountain Development Agreement will be considered at higher densities.

Development Patterns

1. Cluster in identified receiving areas and around existing development maintaining consistency among uses.
2. Public preserved open space and recreation is the predominant existing land use in the study area. Clustered development should be designed to: enhance public access through interconnection of trails, preserve public use and enjoyment of these areas, and continue to advance these goals along with the preservation of identified view sheds and passive open space areas.
3. Apply Sensitive Land standards from City and County ordinances for all development design. This includes recreational and institutional development, which should incorporate and preserve important topographical features, natural areas and view sheds, and be of a scale and scope consistent with the primary goal of preserving the function and aesthetics of an important resort entry corridor. Planning efforts for projects in this corridor should continue to involve both City and County staff for input.
4. Large expanses of surface parking areas with high visibility from the entry corridor will not be allowed. Surface parking shall be buffered from the entry corridor and utilize existing topography for screening purposes whenever possible. Sub-surface and well designed structured parking will be encouraged whenever possible.
5. Preserve a substantial open space corridor through the study area.
6. New Development (including institutional and recreational) should be transit-oriented and linked to broader community open space and trail networks.

General Plan Goal 2 Objective 2A states “[a] regional land-use planning structure should be integrated within a larger transportation network built around transit.”⁹ As outlined below, the City’s draft Short-Range Transit Plan and *Park City Forward*, the City’s Long-Range Transportation Plan, identify the Quinn’s Junction area as an important modal node for improved multimodal transportation options that may reduce traffic along SR 248. Goal 2 Objective 2B states “[r]egions should be bounded by and provide a continuous system of greenbelt/wildlife corridors to be determined by natural conditions.”¹⁰

Goal 3 is to encourage alternative modes of transportation on a regional and local scale to maintain our small-town character.¹¹ The objectives encourage improved pedestrian and bike path connectivity, prioritization of public transit, and increased and improved transit service to Richardson Flat.¹² Please see Section F for further transit analysis.

Goal 4 is to conserve a connected, healthy network of open space for continued access to and respect for the natural setting.¹³ The objectives include protecting natural areas critical to biodiversity and healthy ecological function, to create buffer entry corridors to protect mountain vistas and to enhance the natural setting, quality of life, and visitor experience, and to prevent fragmentation of open space to support ecosystem health, wildlife corridors, and recreation opportunities.”¹⁴ Please see Section F for further trails analysis.

Goal 5 of the General Plan is to be a leader in energy efficiency.¹⁵ The objectives include decreasing vehicle miles traveled, increasing carbon sequestration, and aligning transportation goals to reflect the core values of the City.¹⁶ Please see Section F for additional transit analysis.

Goal 6 is to implement climate adaptation strategies to enhance the City’s resilience to the future impacts of climate change.¹⁷ The objectives include supporting ecosystem health, biodiversity, and natural buffers between development and sensitive lands.¹⁸ The annexation protects the City’s east entry corridor and creates a natural buffer.

Goal 9 is to continue to provide unparalleled parks and recreation opportunities for residents and visitors.¹⁹ The objectives include maintaining local recreation

⁹ *Id.*

¹⁰ *Id.*

¹¹ [General Plan](#), Volume I, Small Town, p. 22

¹² *Id.*

¹³ [General Plan](#), Volume I, Natural Setting, p. 4

¹⁴ *Id.*, p. 5

¹⁵ *Id.*, p. 8

¹⁶ *Id.*, p. 9

¹⁷ *Id.*, p. 14

¹⁸ *Id.*

¹⁹ [General Plan](#), Volume I, Sense of Community, p. 12

opportunities with high quality of service, exceptional facilities, and variety of options.²⁰ Please see Section F for additional trails analysis.

Goal 10 is to provide world-class recreation and public infrastructure to host local, regional, national, and international events that further Park City's role as a world-class, multi-seasonal destination resort while maintaining a balance with our sense of community.²¹ The objectives include public infrastructure improvements and programming that considers the visitor experience to Park City during large events. The Richardson Flat parking lot provides parking during special events. Future recreation facilities may be constructed on the City's leased 30 acres in Richardson Flat.

Goal 11 is to support the continued success of the multi-seasonal tourism economy while preserving the community character that adds to the visitor experience.²² Please see Section F for additional analysis on expansion of summer trails.

Goal 14 is to live within ecological, qualitative, and economic limits to foster innovative sustainable development, protect the community vision, and prevent negative impacts to the region.²³ Objective 14B is to manage growth to protect the quality of life and preserve the unique Park City experience by recognizing limits to growth and adopting responsible policies that are consistent with those limits.²⁴ The proposed annexation aligns with the long-envisioned future recreation and open space uses for the acreage.

C. Annexation must include the greatest amount of property possible that is contiguous to the City's boundaries

The annexation petition includes the greatest amount of property possible that is contiguous to the City's boundaries, while avoiding overlap with the Town of Hideout's failed annexation. Please see Section K below.

D. Piecemeal annexation is discouraged if larger parcels are available for annexation within a reasonable timeframe

The annexation petition includes acreage subject to the development restrictions outlined in the Flagstaff Development Agreement and the City-owned Clark Ranch property. There are no petitions to annex any additional property in the Southeast Quinn's Junction area into Park City.

²⁰ [General Plan](#), Volume I, Sense of Community, p. 12

²¹ *Id.*, p. 16

²² *Id.*, p. 20

²³ *Id.*, p. 32

²⁴ *Id.*, p. 33

E. Islands of county jurisdiction shall not be left or created as a result of the annexation and peninsulas and irregular boundaries shall be avoided

The annexation petition does not create islands, peninsulas, or irregular boundaries.

F. In addition to services provided by existing districts such as sewer, fire protection, and public schools, the following urban level services consistent with those normally provided in the rest of the incorporated boundaries will be provided to the annexed area: Police protection, snow removal on public streets, street maintenance on existing streets, planning, zoning, and code enforcement, availability of municipal-sponsored parks and recreational activities and cultural events and facilities, and water services²⁵

Each of these services is analyzed below.

Police Protection

The area proposed to be annexed is currently under the Summit County Sheriff's jurisdiction. However, due to the City's 30-acre lease that includes the Richardson Flat parking lot, Park City Police already patrols the Richardson Flat parking lot in coordination with the Summit County Sheriff. The City has cameras installed in the Richardson Flat parking lot for public safety.

Between January 1, 2021 and April 20, 2022, Park City Police responded to 46 calls to the Richardson Flat parking lot. Most of these calls were self-initiated and were generated directed patrols, meaning the officer making the patrol, based on a specific concern or looking for suspicious activity, made the call. Once the property is annexed into Park City, Park City Police expect to provide a similar level of service to the Richardson Flat parking lot.

However, if the Quinn's Junction Park and Ride is approved to be developed in the northeast quadrant, or City transit services are extended to the Richardson Flat area, the required Police level of service will likely increase requiring a future budget amendment. However, the Quinn's Junction Park and Ride and expanded transit service are not approved at this time and are not part of the FY23 budget.

Additionally, while the area proposed to be annexed is already in the Park City Fire District Boundary and there will be no change to Fire District services upon annexation, on December 11, 2019, the Planning Commission approved a Conditional Use Permit for the construction of Fire Station #39 on the lot adjacent to the City-owned lot slated for a Police Substation in the Intermountain Healthcare Park City Medical Campus Subdivision. If the anticipated Police substation is built, it will provide additional Police service near the annexed area. The Park City Fire District has until January 1, 2025 to

²⁵ Transit services are also contemplated in the draft Short-Range Transit Plan and draft *Park City Forward*, the City's Long-Range Transportation Plan. Both plans are slated for adoption later this year.

begin construction of the Fire Station under the current approval.

The Park City Police Department and Trails and Open Space coordinate patrol of trails and trailheads. As addressed below, Trails and Open Space Rangers patrol trailheads for City trails, and their patrols will include Clark Ranch once the trailhead is complete. This patrol of Clark Ranch is already incorporated into the budget.

Snow Removal on Public Streets

UDOT provides snow removal for HWY 40 and SR 248 and will continue to provide snow removal when the property is annexed into the City.

Richardson Flat Road is the only local road in the annexation petition. In 2019, Summit County and Park City entered into an agreement regarding snow removal of Richardson Flat Road. The agreement states that “[a]t the time Park City Municipal Corporation annexes the properties east of US-40 shown on their Annexation Declaration Area, this Agreement will terminate.”

Upon annexation, the City will provide snow removal service to Richardson Flat Road. City plowing efforts will connect or overlap Summit County Public Works snow removal, providing a seamless transition between the respected two service providers. Snow removal costs are anticipated to be approximately \$16,750.13 per year (this number reflects anticipated increases due to inflation and the rising cost of gas).

Street Maintenance of Existing Streets

Richardson Flat Road is currently designated a Class B county road and upon annexation it will become a Class C city street. The state provides funding for Class C roads, apportioned by mileage. Upon annexation of the property to the City, Public Works will apply for Class C funds to help finance the costs of maintaining Richardson Flat Road. Based on current Class C Road funding levels, staff anticipates the City will receive approximately \$11,500 of additional Class C Road funding annually.

The costs, excluding anticipated state funding for the Class C Road and including snow removal, are outlined below and reflect anticipated increases due to inflation and the rising cost of oil:

Richardson Flats Road and HWY 40 Frontage gravel

Item	Quantity	Cost ea	total cost	Frequency	Annual costs	Funding allocation
Snow removal	116,368.80	0.14394	\$16,750.13	once per year	\$16,750.13	011-40421-04520-000-100
Slurry seal	116,368.80	0.153	\$17,804.43	once every 7 yrs	\$2,543.49	CP-0006-03452
Crack seal	116,368.80	0.0488	\$5,678.80	once every 4 yrs	\$1,419.70	CP-0006-03452
2" mill and pave	116,368.80	1.42	\$165,243.70	once every 18 yrs	\$9,180.21	CP-0006-03452
Sweeping	116,368.80	0.00435	\$506.20	6 times per year	\$3,037.23	011-40421-04520-000-100
Curb and gutter	0		\$0.00	N/A	\$0.00	
Paint and stripping	0	0	\$0.00	once per year	\$0.00	
sidewalk				N/A		
Lights		0		N/A		
storm drainage inlet				detention		
storm drainage piping						
Unimproved gravel road	176,675	0.018	\$3,180.15	once per year	\$3,180.15	011-40421-04520-000-100
				Total	\$36,110.89	

Planning, Zoning, and Code Enforcement

No development is proposed. If recreation development is proposed subject to the Recreation and Open Space Zoning District and Entry Corridor Protection and Sensitive Land Overlays in the future, and in conformance with the 1999 Flagstaff Development Agreement for the Richardson Flat area, the Planning Department will provide land use review services, and the Building Department will provide building permit review and Code Enforcement services.

Recreation facilities, golf courses, and essential municipal facilities, services and structures greater than 600 square feet are Conditional Uses in the Recreation and Open Space Zoning District.²⁶ Any future recreation facilities or transit hubs will trigger Planning Commission review of the Conditional Use.

Summit County already approved trails under construction on the Clark Ranch property. Upon annexation, future trail and trailhead construction and improvements are an Administrative Conditional Use in the Recreation and Open Space Zoning District and will require Planning staff-level review.²⁷

Municipal-Sponsored Parks and Recreational Activities and Cultural Events and Facilities

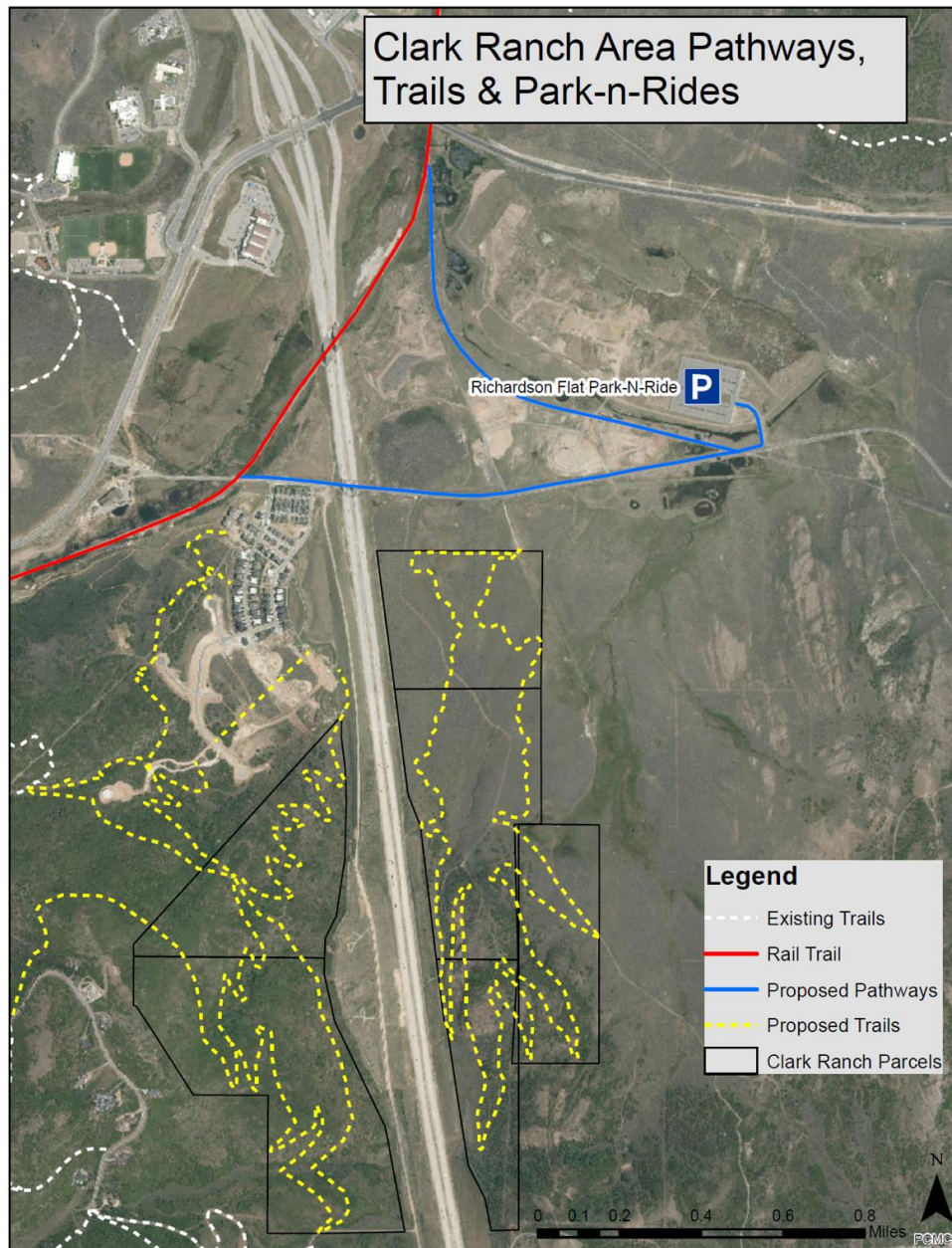
Subject to the Flagstaff Development Agreement and the City's 99-year lease of 30 acres in the Richardson Flat area, public recreational facilities and trails are potential future land uses in this area.

²⁶ LMC [§ 15-2.7-2\(C\)](#)

²⁷ LMC [§ 15-2.7-2\(B\)\(1\)](#)

Clark Ranch East Trails – 2022

The City, in conjunction with the Mountain Trails Foundation (MTF), received a grant from the Utah Office of Outdoor Recreation to construct summer trails on the City-owned Clark Ranch acreage east of HWY 40. The grant requires a 50% match, which will be met through in-kind design and construction work provided by MTF and the existing City Trails Master Plan budget. These trails are currently under construction and must be completed this summer as a condition of the grant. The Snyderville Basin Special Recreation District reviewed and approved the trails and found compliance with their Trails Master Plan. The new trails will improve regional trail connectivity.



Clark Ranch Trails West – 2023

Trails west of HWY 40 are anticipated to be constructed in 2023 and enhance trail requirements associated with and funded by the Park City Heights development to improve trail network connectivity. Similar to the trails on Clark Ranch East, staff is currently seeking grant funding to assist with this system. Any costs not covered by grants will be accounted for in the FY24 budget.

Clark Ranch Area Pathways

Future pathway connections shown on the map above in blue along Richardson Flat Road and the Phoston Spur are contemplated to provide connections to the Richardson Flat parking lot and Historic Union Pacific Rail Trail. Timing for these improvements is yet to be determined.

Clark Ranch Open Space Services

Planning associated with the Clark Ranch property includes City Council granting two conservation easements to Utah Open Lands (UOL) in the near future. The City and UOL are in the process of preparing the final draft of the Clark Ranch east easement for City Council approval. The timeline for the Clark Ranch west easement has not yet been determined.

Additional management and maintenance services, including noxious weed abatement and wildfire mitigation services to the Clark Ranch property are provided within the existing budget. Additionally, as trail construction progresses and the trailhead is completed, trail maintenance will be provided under the existing back country trail maintenance budget and supplemented by the City's adopt-a-trail program. Open Space services, including trail services, directions, regulations, and trails etiquette information will be provided by the City's Trail and Open Space Rangers through daily patrols of the property. These services are already included in the Trails and Open Space budget and the level of service is anticipated to remain the same upon annexation. Any costs not covered by existing programs or budgets are proposed in the FY24 budget.

Water Services

If the City Council approves the annexation, the area will be automatically annexed into the City's water service area. Currently there is no water service east of HWY 40. No development is proposed within the annexation area. If future development is proposed, water services will be extended at the time of development at the expense of the developer with water fees paid by the user.

Transit

The split into High Valley Transit (Summit County) and Park City Transit necessitated the City conduct a short-range transit plan to evaluate transit routes internal to Park City. The Park City Short-Range Transit Plan will serve as a business plan for the next five years for transit service operation, focusing on route efficiency, transit times, smartphone apps, and integration with walking and biking. The plan is currently under review by multiple community and stakeholder groups. The draft preferred alternative will be developed this summer with adoption anticipated this summer/fall.

The draft Short-Range Transit Plan presented three potential strategies during the recent outreach: (1) Cover New Areas; (2) Fast Direct Service Between Key Points; and (3) Minimize Transfers. The City has long considered the Quinn's Junction area an important link to the City's transit system. All three Short-Range Transit Plan strategies consider service to the Quinn's Junction area, either through the proposed Quinn's Park and Ride, if that project moves forward, or the Richardson Flat parking lot.

Potential expanded service is already contemplated and will continue to be contemplated whether the Richardson Flat area is annexed into Park City or not. As a result, the costs of expanded services are already being considered as part of the Short-Range Transit Plan.

Additionally, the City is completing *Park City Forward*, the Long-Range Transportation Plan. The draft plan is under review by the Planning Commission and City Council and adoption is anticipated later this summer.

The draft Vision Statement for *Park City Forward* is:

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

The *Park City Forward* draft goals aim to:

- Improve local and regional multimodal transportation connections between activity nodes for residents, commuters, and visitors
- Provide equitable access to opportunity catalyzed by local and regional mobility choices that are affordable and support healthy living
- Support a resilient, net-zero carbon community, anchored by long-term transportation investments that reduce greenhouse gas emissions, decrease single occupancy vehicle trips, and mitigate environmental consequences of growth
- Embrace innovative action to prioritize a community-focused, multimodal transportation network that is easy to use, efficient, convenient, safe, and incorporates cutting-edge technologies

The *Park City Forward* draft identifies key challenges in the Quinn's Junction neighborhood, including underutilization of the Richardson Flat parking lot. The draft also identifies that "[m]ajor roadway and transit investments along the SR-248, as well as a park-and-ride within the area, will enhance multimodal access to this key node and help to reduce vehicle trips on the SR-248 gateway."

The Quinn's Junction area is identified as a potential mobility hub to facilitate multimodal choice and seamless connections through a combination of transit/shuttle loading, micromobility services (short-distance transport for trips less than five miles, including bikes and scooters), bike shares, bike parking, e-bike charging, wayfinding, EV Charging Stations, car shares, commuter facilities, public space, and art. Key mobility hubs are proposed to be connected through frequent, reliable transit service.

As a result, future enhanced uses of the Richardson Flat parking lot are already contemplated in the City's long-term transportation plans and funding for expanded services will be evaluated as each project and improvement moves forward to address multi-modal transportation along the City's eastern entry corridor.

G. Water and sewer lines shall be extended if feasible and practical. Expenses are the responsibility of the applicant.

The proposed annexation area will be automatically annexed into the City's water service area. The area is already within the boundary of the Snyderville Basin Water Reclamation District (SBWRD). No development is currently proposed and if future development is proposed and approved, then water and sewer infrastructure and services will be extended at the time of development and financed by the developer.

H. Consideration of whether the area will create negative impacts on the City and whether the City can economically provide services to the annexed areas.

No new development is proposed in the annexation area. The recommended zoning is Recreation and Open Space. The Richardson Flat property may be developed at a future date to include public recreation facilities. The majority of the Clark Ranch property will be protected subject to a conservation easement, with the possibility of non-recreational uses on limited acreage. As a result, the cost of increased services is minimal. Some of the anticipated costs are within existing budgets, some are proposed in the FY23 budget, and others would be part of a future budget amendment if the annexation is approved.

I. Situations may exist where it is in the public interest to preserve certain lands from development where there exist geologic hazards, excessive slopes, flood plains, or where the need for preservation of community open space and/or agricultural lands is consistent with the General Plan. In such circumstances, annexations may occur as a means of retaining those lands in a natural state.

The proposed annexation preserves community open space consistent with the General Plan and Flagstaff Development Agreement.

J. The City shall consider annexation of unincorporated areas of Summit County that are within the Annexation Expansion Area.

Park City's Annexation Expansion Area designates areas the City may consider annexing. The area proposed for annexation is within the City's Annexation Expansion Area, codified in LMC [§ 15-8-7](#).

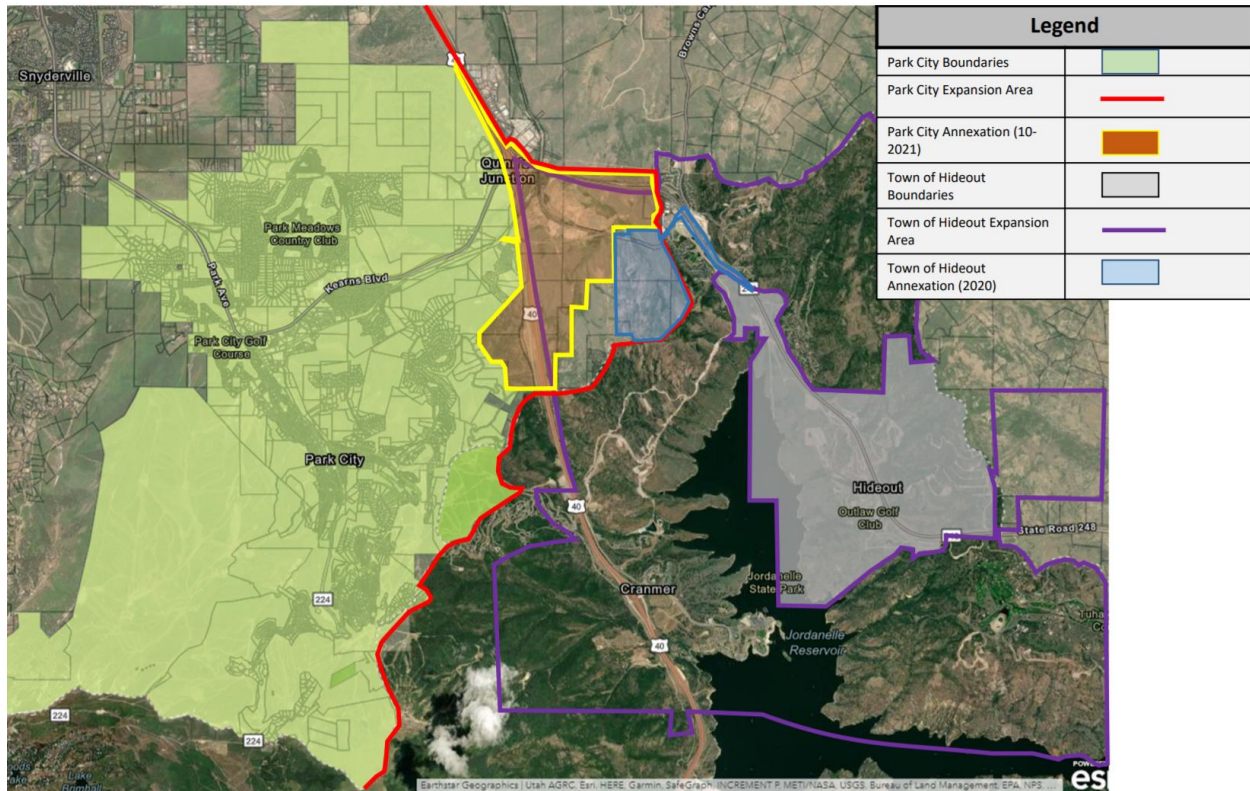
K. In general, the City does not favor annexation of territory that should be located within another municipality, nor does it favor the annexation of unincorporated territory for the purposes of acquiring municipal revenues or for diminishing the capacity of another municipality to annex.

The long-envisioned annexation of the proposed area is not done to acquire municipal revenues or to diminish the capacity of another municipality to annex. The proposed area is made up primarily of City-owned property and property that Park City negotiated development restrictions on over twenty years ago; those restrictions were reiterated in 2007. Right next to Park City's eastern boundary, this property fits within Park City and existing Districts. The General Plan and Annexation Expansion Area contemplate annexation of this area.

In 2020, the Town of Hideout attempted to annex property in the Southeast Quinn's Junction area. Although Hideout initially contemplated annexation of property covered by the 1999 Flagstaff Development Agreement, the second attempted annexation did not include any property covered by the Agreement. Park City's proposed annexation does not overlap with or include any property that was part of Hideout's failed annexation. Hideout's 2020 annexation was determined by the Fourth District Court to be *void ab initio* (Ruling and Order at 5, *Summit County v. Town of Hideout*, No. 200500107 (Dec. 29, 2021)).

The City's annexation petition does include some property covered by Hideout's initially proposed annexation. The image below is taken from Hideout's July 14, 2020 pre-annexation agreement with Nate Brockbank and includes some of the Richardson Flat property, excluding Operable Unit 1:

However, Hideout's annexation petition was eventually altered and the map below, taken from Hideout's purported protest to Park City's annexation, shows Hideout's attempted 2020 annexation. That annexation proposal excluded the Richardson Flat and Clark Ranch properties and covered 350 acres (shown in blue). The configuration was unprecedented because it was not contiguous to the town and was just connected to Hideout by a narrow corridor along SR 248:



L. Annexations that expand the resort and/or tourist economy, provide second home or rental residential properties, preserve environmentally sensitive lands, and provide significant public open space and/or community facilities are preferred.

The proposed annexation preserves environmentally sensitive lands, provides significant public open space and the potential for community recreation facilities, and protects the City's important east entry corridor.

2. Accurate map of the proposed annexation

Please see pages 25 – 35 of the annexation petition.

3. Current and potential population of the area and current residential densities

The area included in the annexation petition has no population and no residential density. The area is proposed to be zoned Recreation and Open Space. LMC [§ 15-2.7-2](#) outlines Recreation and Open Space Zoning District Uses; residential uses are prohibited.

The development-restricted property in the Richardson Flat area may be developed for recreation purposes subject to Recreation and Open Space Zoning and the Flagstaff Development Agreement at a future date. The Clark Ranch property was purchased with Resort Communities Tax open space funds with plans for a conservation easement. There is potential for limited non-open space uses on reserved acreage. However, at this time, no residential development is proposed for Clark Ranch, and any future development will require a rezone, with an opportunity for public input, Planning Commission review and recommendation, and City Council action.

4. Land uses presently existing and those proposed

The only development in the area proposed for annexation is the Richardson Flat parking lot. In 2010, the then-property owner of the Richardson Flat property, United Park City Mines, and Park City Municipal Corporation, entered into a ground lease pursuant to the [2007 Amended and Restated Development Agreement](#). The ground lease allows Park City use of the Richardson Flat parking lot for 99 years, with an option for renewal of another 99-year term. The City has the option to construct ballfields or similar recreational spaces on the 30-acre parcel (Exhibit H). No other land uses are proposed at this time.

5. Character and development of adjacent properties and neighborhoods

Quinn's Junction Neighborhood

The Richardson Flat area of the proposed annexation is in the Quinn's Junction Neighborhood of the General Plan. This neighborhood includes the Film Studio, the Round Valley open space, the Park City Medical Campus, the National Ability Center, the Park City Ice Arena and Sports Center, Park City Quinn's Sports Fields, the U.S. Ski Association Training Center, and the Park City Heights residential development.

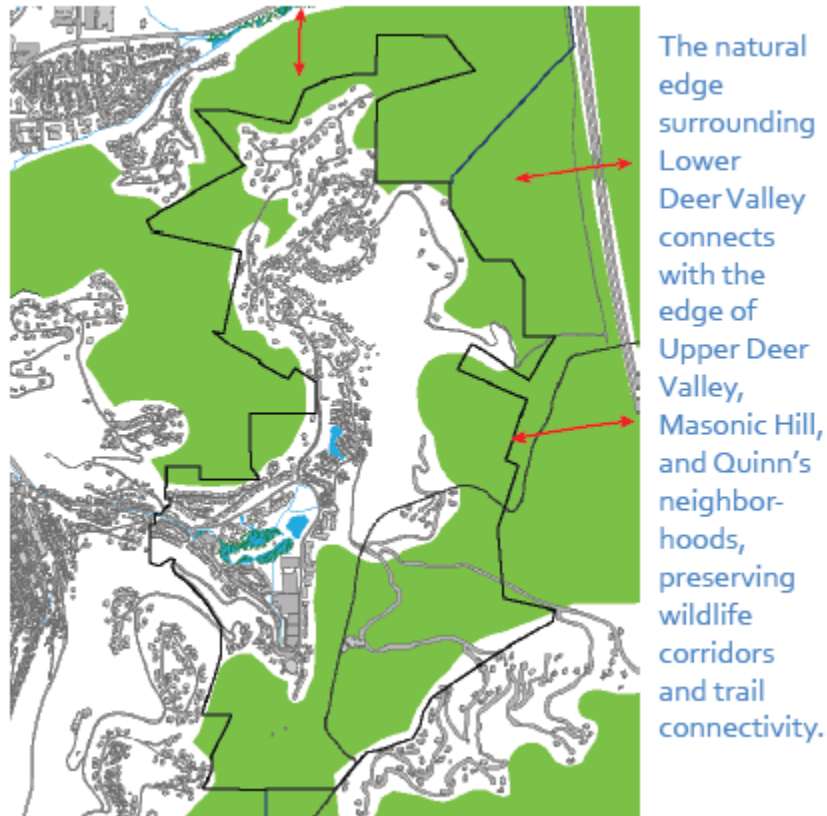
The Quinn's Junction Joint Planning Commission Principles in the General Plan, created in collaboration with Summit County, outline development densities and land use and development patterns envisioned for the area. These Principles identify preservation of substantial open space, with recreation and open space as the future use in the Richardson Flat area, consistent with the 1999 Flagstaff Development.²⁸

²⁸ [General Plan](#), Volume II, Neighborhood 3, p. 26 – 40

Lower Deer Valley

The Clark Ranch area of the proposed annexation is in the Lower Deer Valley Neighborhood of the General Plan, near the Morning Star Estates Subdivision.

The General Plan identifies secondary wildlife crossing within the Clark Ranch property. The General Plan also identifies “a soft edge shared by recreation enthusiasts and wildlife” with the natural edge surrounding the area:

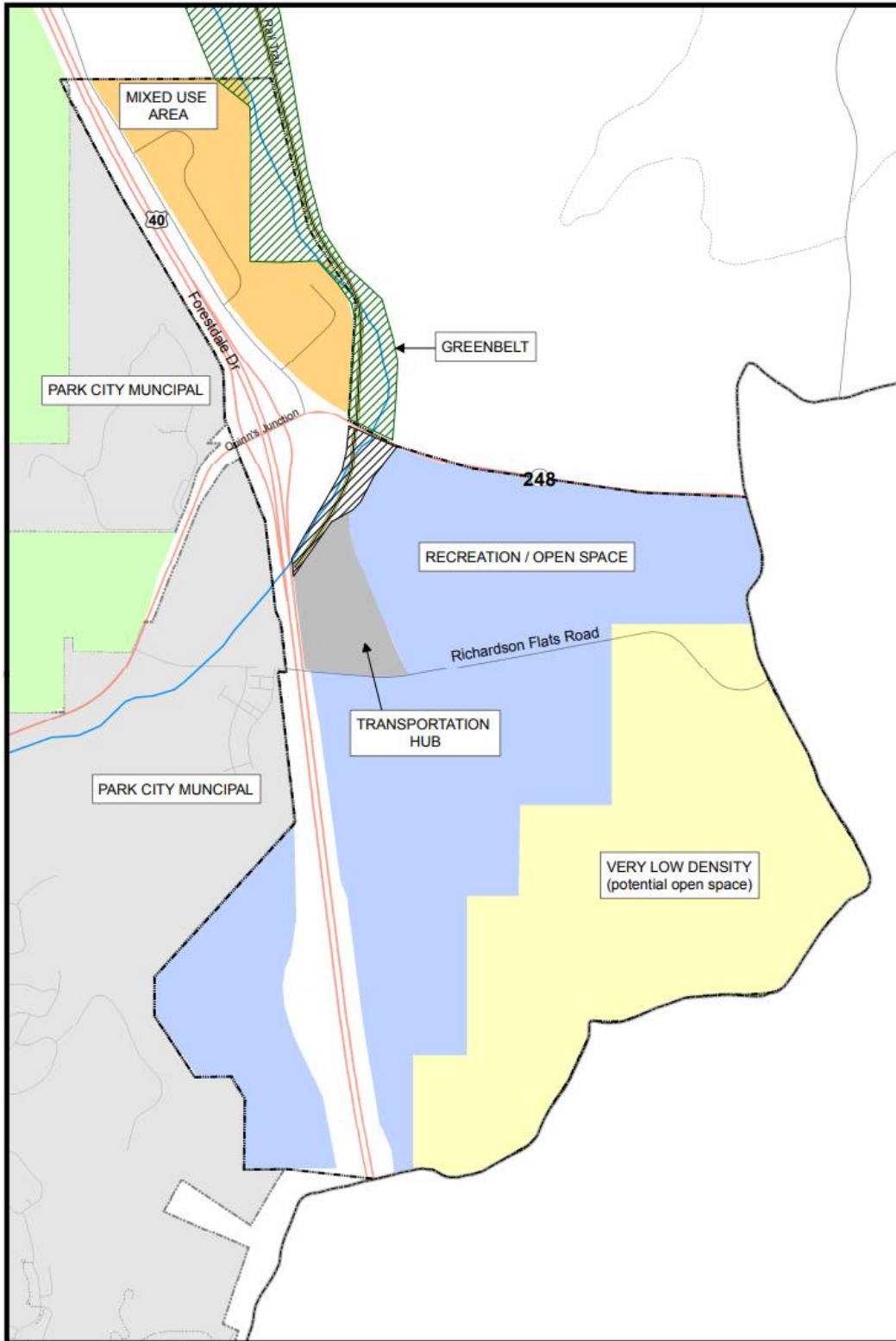


Annexation of City-owned Clark Ranch will allow for expansion of public trail connectivity in the area within City jurisdiction.

6. Present zoning and proposed zoning

Present Zoning in Unincorporated Summit County is Low Density

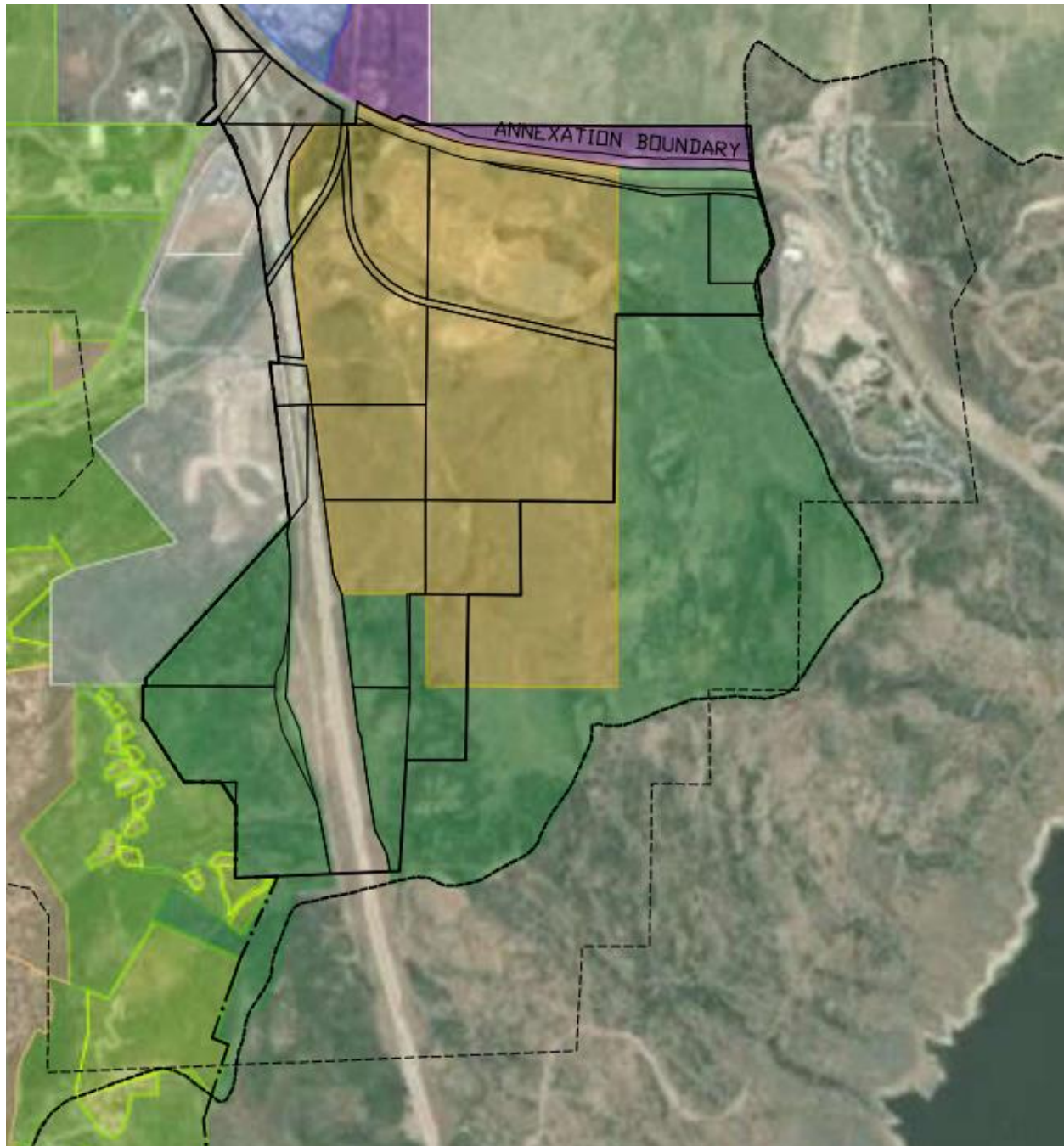
The area proposed to be annexed is in the Snyderville Basin area of unincorporated Summit County. The [Snyderville Basin General Plan](#) (p. 74) Quinn's Junction Neighborhood Planning Area Future Land Use Map indicates this area is designated for recreation and open space, as well as very low density, with the possibility of a transportation hub:



**Quinns Junction Neighborhood Planning Area
Future Land Use Map**



The Summit County zoning for the Quinn's Junction area reflects the Snyder's Basin General Plan. The area proposed to be annexed shows the Summit County zoning below, which includes Rural Residential in orange, Hillside Stewardship in purple, and Mountain Remote in green:



According to the Summit County Snyder's Basin Development Code [§ 10-2-4](#), the intent of the Rural Residential Zone is to allow existing residential uses to remain, to allow the construction of new single-family dwellings to be constructed upon legally platted lots, to allow expansion of such uses in accordance with limitations and

regulations defined in the low impact permit process, and to permit residential uses to be developed in accordance with the specific provisions of such previously approved agreements. Allowed density is one unit per 20 acres, or one unit per 40 acres on sensitive lands. There are no existing residential uses in the proposed annexation petition and no future residential uses outlined in approved agreements.

According to the Summit County Snyderville Basin Development Code [§ 10-2-5](#), the intent of the Hillside Stewardship Zone is to identify lands in reasonable proximity to community infrastructure and services with slopes between 15 and 25%, which are more susceptible to erosion, where development may negatively affect water quality, and the area may be subject to increased wildland fire hazards. Areas may be identified and considered important viewsheds where development should be limited to minimize visual impacts. Allowed density is one unit per 30 acres, or one unit per forty acres on critical lands, which are defined as having slopes of 30% or greater, areas within a 100-year floodplain, wetlands, avalanche zones, geologic hazards, and ridgelines.²⁹

According to the Summit County Snyderville Basin Development Code [§ 10-2-6](#), the intent of the Mountain Remote Zone is to identify lands that because of their location, accessibility, terrain, or other similar features, are not easily serviced by local service providers. Development is limited to minimize disturbance to the natural environment, lessen the fire danger, protect water supplies, protect wildlife, protect natural resources and viewsheds, and protect and promote the open space values of the Snyderville Basin. Allowed density is one unit per 120 acres.

The area north of Richardson Flat is in Eastern Summit County and is zoned Agriculture-80. The Eastern Summit County Development Code [§ 11-3-7](#) states the base density is one unit per 80 acres.

The Proposed Zoning is Recreation and Open Space, with Overlays to Protect the City's Eastern Entry Corridor and Sensitive Lands

The Quinn's Junction Joint Planning Commission Principles outlined in the General Plan identify recreation and open space as the future use in the Richardson Flat area, subject to the 1999 Flagstaff Development Agreement, with potential golf course, active recreation, equestrian, and preservation open space uses. The recommended development patterns include preserving open space and applying Sensitive Land standards for all development design.³⁰ As a result, the proposed zoning is Recreation and Open Space with the Entry Corridor Protection and Sensitive Land Overlays.

The proposed Zoning District for the annexed area is Recreation and Open Space. LMC [§ 15-2.7-2](#) outlines the following uses:

ALLOWED:

- Conservation Activity

²⁹ Summit County Snyderville Basin Development Code [§ 10-11-1](#)

³⁰ [General Plan](#), Volume II, Neighborhoods 3, p. 35

- Food Truck Locations, subject to Planning Director approval

ADMINISTRATIVE CONDITIONAL USES:

- Trail and Trailhead Improvement
- Outdoor Recreation Equipment
- Essential Municipal Public Utility Use, Service, or Structure less than 600 sq. ft.
- Accessory Building, less than 600 sq. ft.
- Ski-related Accessory Building, less than 600 sq. ft.
- Parking Area or Structure with four or fewer spaces
- Outdoor Event, Outdoor Music
- Temporary Construction Improvement
- Raising, grazing of horses
- Raising, grazing of livestock
- Anemometer and Anemometer Towers

CONDITIONAL USES:

- Agriculture
- Recreational Outdoor and Trail Lighting
- Recreation Facility, Private
- Recreation Facility, Public
- Recreation Facility, Commercial
- Golf Course
- Passenger Tramway Station and Ski Base Facility
- Ski Tow Rope, Ski Lift, Ski Run, and Ski Bridge
- Recreational Sports Field
- Skating Rink
- Skateboard Park
- Public and Quasi-Public Institution, Church, and School, Park, Plaza, Structure for Public Assembly, greater than 600 sq. ft.
- Essential Municipal Public Utility Use, Facility Service, and Structure, greater than 600 sq. ft.
- Ski-Related Accessory Building, greater than 600 sq. ft.
- Child Care Center
- Commercial Stable, Riding Academy
- Vehicle Control Gates
- Resort Support, Commercial
- Cemetery
- Parking Area or Structure with five or more spaces
- Telecommunications Antenna
- Mines and Mine Exploration
- Plant and Nursery stock product and sales
- Fences greater than six feet in height
- Small Wind Energy Systems

Staff Recommends the Proposed Annexed Area be within the Entry Corridor Protection Overlay

Community Planning Strategy 4.6 of the General Plan is to:

Identify important view corridors and natural buffers that are high priority for protection and enhancement, including the community's entryways and highway corridors. Ensure protection of the identified community assets.³¹

The annexation petition includes property that is the eastern entry corridor to Park City. Currently, property east of Wyatt Earp Way along SR 248 in the City boundary is within the Entry Corridor Protection Overlay (ECPO). LMC [§ 15-2.20-5\(A\)](#) outlines the intent of the ECPO, which is to maintain the visual character of Park City as a mountain community with sweeping, attractive vistas, and to protect the entry corridors into Park City. LMC [§ 15-2.20-5\(C\)](#) states that upon submission of an annexation petition, the Planning Department identifies relevant entry corridors for designation by the City Council, maintaining open vistas and meadows to the maximum extent feasible.

The ECPO requires minimal access points and driveways, a setback of at least 100 feet from the right-of-way, varied building setback requirements to prevent a walled effect, required parking at the rear or sides of buildings, earthen berms and earthwork screening to permit views of primary uses on the site from the adjacent entry corridor roadway, certain fencing regulations, limits to building height, trail and sidewalk infrastructure, landscaping and vegetation protection, and additional trailhead parking and public park regulations.³²

Staff recommends the ECPO be extended along SR 248 to the Summit-Wasatch County border.

Staff Recommends the Proposed Annexed Area be within the Sensitive Land Overlay

LMC [§ 15-2.21-1](#) outlines the purpose of the Sensitive Land Overlay:

- Require dedicated Open Space in aesthetically and environmentally sensitive areas
- Encourage preservation of large expanses of Open Space and wildlife habitat
- Cluster development while allowing a reasonable use of property
- Prohibit development on Ridge Line Areas, Steep Slopes, and wetlands
- Protect and preserve environmentally sensitive land

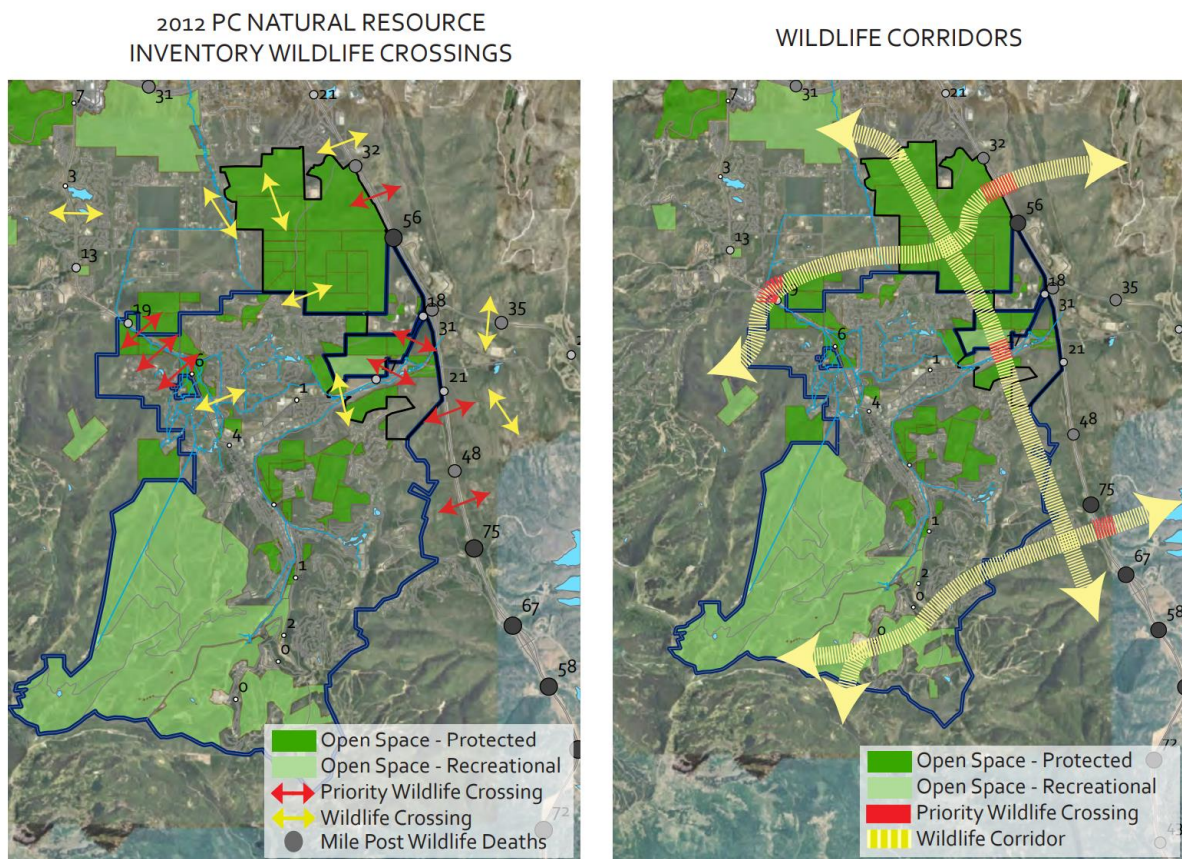
The Sensitive Land Overlay regulates development proposed near steep slopes, ridge lines, wetlands, and wildlife and wildlife habitat. Areas proposed for development within

³¹ [General Plan](#), Volume I, Natural Setting VI, p. 6

³² LMC [§ 15-2.20-5](#)

the Sensitive Land Overlay must submit a sensitive lands analysis. Planning staff prepares a report for the Applicant and Planning Commission to identify areas suitable for development.³³

The annexation petition (p. 29 – 31) includes slope analysis and geologic features, flood hazard zones, wetlands, and streams, and wildlife habitat, demonstrating that evaluation of future development should be subject to Sensitive Land Overlay regulations. Additionally, the General Plan identifies priority wildlife crossings and wildlife corridors in the Clark Ranch area.



Staff Recommends Expanding the Vantage Points in the Sensitive Land Overlay

Projects proposed to be developed in the Sensitive Land Overlay require analysis to identify impacts to designated entry corridors and vantage points.³⁴ To ensure future proposals are fully evaluated in a manner that protects the City's eastern entry corridor, staff recommends the Vantage Points be extended to include the following:

³³ LMC [§ 15-2.21-2](#)

³⁴ LMC [§ 15-2.21-3\(A\)\(4\)](#)

- The roundabout at the Park City Hospital, 900 Round Valley Drive
- The intersection of the Rail Trail and SR 248
- The intersection of the Rail Trail and HWY 40
- The intersection of Richardson Flat Road and HWY 40

7. Statement as to how the proposed area or its potential land use contributes to the achievement of the goals and policies of the Park City General Plan

The annexation petition (p. 21) states the following:

No change in current land use is proposed during the annexation of the property into Park City Municipal boundaries. The existing Richardson Flats parking lot is adjacent to a recommended Transportation Hub use. The petition is consistent with the Snyderville Basin General Plan as provided in the appendices. The Park City General Plan does not discuss the specific area included within this annexation; however, preservation of the natural landscapes considered for the parcels reflects the natural setting strategy outlined within the document. The petition has included the previous Quinn's Junction Joint Planning documents are referenced in the appendices.

8. Assessed valuation of the current properties

The annexation petition includes an evaluation of revenue and service costs. Please see p. 22 – 25 of the annexation petition for more information. Recently, the Summit County Assessor's Office confirmed that the valuations provided for in the October 2021 annexation petition are unchanged and that the 2022 tax rates are yet to be adjusted. Additionally, the parcel valuations were evaluated by the Park City Budget Department, which confirmed that the adjusted taxes for the properties are accurate.

Based on the information submitted and evaluated and confirmed by the Budget Department:

- 50% of the parcels within the annexation petition are owned by governmental agencies including the Department of the Interior, Park City Municipal Corporation, UDOT, and Summit County. These properties are exempt from property tax.
- For tax purposes, the current uses will remain and are based on assessed valuations. No base residences are existing or currently proposed that would draw on municipal services such as police and snow removal. These parcels, if annexed, would contribute to the municipal budget.
- The annexation of the parcels allows Summit County to continue to collect a base tax rate for the property. Since the county is no longer obligated to provide law enforcement, snow removal, road maintenance, and community development

and planning for the parcels, the Municipal Type Service Area tax will no longer be applied. These services would now be the responsibility of Park City Municipal, and collection of Park City property taxes would partially offset the increased services.

- Annexation into Park City obligates the municipality to provide essential services to these properties. Since the properties are currently vacant, other than the City-leased parking lot, minimal impacts would be felt.
- Property owners will see a 7% increase in property taxes once the property is incorporated into Park City.

Property Tax	2021 Rate	Existing Revenue in Summit County	Proposed Revenue Within Park City	Existing Distribution %	Proposed Distribution %
Summit County General	0.000675	\$ 5,990	\$ 5,990	9.5%	8.9%
Municipal Type Service Area	0.000502	\$ 4,455		7.0%	0.0%
Multi-County Assess. & Collecting	0.000012	\$ 106	\$ 106	0.2%	0.2%
County Assess. & Collecting	0.000140	\$ 1,242	\$ 1,242	2.0%	1.8%
Weber Basin Water	0.000132	\$ 1,171	\$ 1,171	1.9%	1.7%
Mosquito Abatement	0.000024	\$ 213	\$ 213	0.3%	0.3%
Park City Fire	0.000595	\$ 5,280	\$ 5,280	8.3%	7.8%
Park City School District	0.004144	\$ 36,772	\$ 36,772	58.1%	54.4%
Snyderville Basin Recreation District	0.000549	\$ 4,872		7.7%	0.0%
Snyderville Recreation District Bond	0.000358	\$ 3,177		5.0%	0.0%
Park City General Operations	0.001000		\$ 8,874	0.0%	13.1%
Park City GO Debt	0.000898	\$ -	\$ 7,968	0.0%	11.8%
Total		\$ 63,278	\$ 67,617		

Snyderville Basin Recreation District

Once the properties are annexed into Park City, the property owners no longer pay taxes to the Snyderville Basin Recreation District. In total, these properties pay approximately \$5,185 per year to the recreation district. They also pay approximately \$3,381 towards the Snyderville Recreation District Bond. If the annexation is approved, the recreation district can re-distribute the bond obligation to the remaining taxpayers in Summit County or require continued payment of property taxes from the annexed properties.

Park City School District

The properties proposed for annexation currently contribute approximately \$39,139 annually to the Park City School District. Taxes for the Park City School District will remain the same when the parcels are annexed. There are no additional costs to the Park City School District since there is no development proposed for these parcels and no increase in residents and schoolchildren.

9. Potential demand for various municipal services and the need for land use regulation

Please see Section F above.

10. The effect the annexation will have upon City boundaries and whether the annexation will ultimately create potential for future islands, undesirable boundaries, and difficult service areas

The area proposed to be annexed into the City is already in the Park City School

District, Park City Fire District, and Snyderville Basin Water Reclamation District. Annexation will not change solid waste and mosquito abatement services. Animal control services will continue to be provided by Summit County Animal Control or Park City Public Safety based on a case-by-case basis.

Please see Section E above.

11. Timetable for extending services to the area and how these services will be financed

Please see Section F above.

12. Potential revenue versus service costs

Please see Section H above.

13. An estimate of the tax consequences to residents of the area to be annexed

There are no residents in the area proposed to be annexed and residential uses are prohibited under Recreation and Open Space Zoning. According to the Applicant's annexation petition (p. 22):

- Properties subject to taxes will no longer pay into the Municipal Type Service area for Summit County
- Property owners will see a 7% increase in property taxes once the property is incorporated into Park City.

Please see p. 22 – 25 of the annexation petition to view the Applicant's analysis.

14. Recommendations or comments of other local government jurisdictions regarding the annexation proposal and potential impact of the annexation on general county economic needs, goals, or objectives

Regarding the City's Annexation Expansion Area, which includes the area in the annexation petition, on September 12, 2019, Summit County submitted a letter stating the Planning Commission and Council reviewed the City's Annexation Expansion Area and did not express any concerns. The letter states Summit County looks forward to working with Park City to achieve mutual goals of regional community and land use stewardship. Please see LMC [§ 15-8-8](#) to view the letter in its entirety.

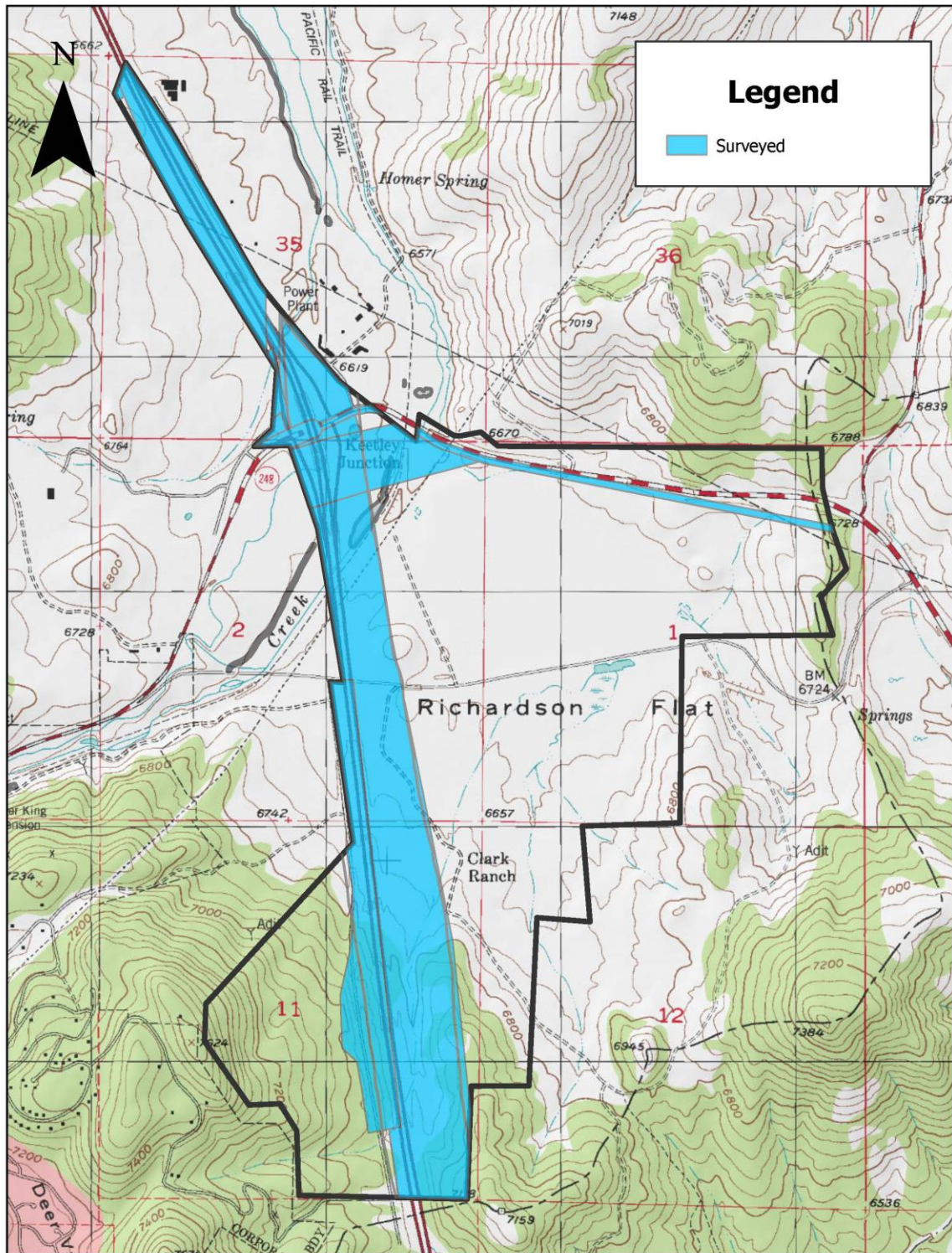
15. Location and description of any historic or cultural resources

According to the annexation petition (p. 17), the Utah Division of State History indicates the following:

- Of the 1,236 acres included in the annexation, only 280 acres have been surveyed for cultural resources
 - There are five known archaeological sites within the survey: one railroad, one highway (US 40), one ditch, one historic trash dump, and one unknown historic site
- There is high potential for additional sites that have not been surveyed due to the area's density of mining and other historic activities
- There is one prehistoric Native American site just inside the current Park City boundary, so there is potential for additional Native American sites within the annexation area

The Utah Division of State History protects the location of historic and cultural resources. If any area is to be developed subject to Recreation and Open Space Zoning and existing development restrictions at a future date, LMC [§ 15-6-5\(L\)](#) requires Master Planned Development applicants to include a map and list of all known Physical Mine Hazards, which includes any shaft, adit, tunnel, portal, building, improvement, or other opening or structure related to mining activity, as well as a Physical Mine Hazard mitigation plan, and LMC [§ 15-6-5\(O\)](#) requires Master Planned Development Applicants to submit a map and inventory of Historic Structures and Sites on the Property, prepared by a Qualified Historic Preservation Professional.

The Utah Division of State History provided the following map highlighting the area that has been surveyed, and most of the acreage that has not and may contain additional sites because of the mining history and other historic activities:



B. Annexation Agreement

LMC [§ 15-8-5\(C\)](#) contemplates an annexation agreement under certain circumstances. Although the circumstances do not apply to this annexation petition, a draft Annexation Agreement (Exhibit I), prepared by the Planning Director or designee, is included to allow the City Council to review an Annexation Agreement contemporaneously with the certified annexation petition.

LMC [§ 15-8-5\(C\)](#) outlines fourteen conditions to be addressed in an Annexation Agreement unless the City Council finds that the circumstances of an annexation are such that a condition or conditions do not apply. Here, the conditions are largely inapplicable because there is no development planned in the annexation area, the proposed zoning and use are intended to maintain the status quo, and the City is the Petitioner. For these reasons, the draft Annexation Agreement does not address all fourteen conditions and only discusses the following two:

- *Flood plain management or preservation of environmentally sensitive lands.* Environmentally sensitive lands will be preserved through zoning of the area as Recreation and Open Space (ROS) subject to the Entry Corridor Protection and Sensitive Land Overlays. This will restrict development in these areas.
- *Consistency with Quinn's Junction Joint Planning Commission Principles.* The annexation is consistent with the Quinn's Junction Joint Planning Commission Principles outlined in the General Plan. The Recreation and Open Space (ROS) zoning subject to the Entry Corridor Protection and Sensitive Land Overlays is consistent with the desires expressed in the principles to zone the Richardson Flat area as ROS and to preserve key open spaces, a substantial open space corridor, important topographical features, natural areas, and view sheds. Because no development is proposed within the annexation area, many of the principles related to development are not relevant.

Staff recommends the City Council determine whether the circumstances of the Southeast Quinn's Junction Annexation are such that the Annexation Agreement conditions do or do not apply.

Department Review

The Annexation Staff Review Team, Planning, Engineering, and Legal Departments reviewed this application.

Public Input

Four entities protested the Southeast Quinn's Junction Annexation. Links to their protests are provided in the Background Section of this report. No other public input was received when this report was published.

Exhibits

Exhibit A: Draft Ordinance No. 2022-18

Attachment 1 – Annexation Plat

Attachment 2 – Zoning Map Amendment

Exhibit B: Southeast Quinn's Junction Annexation Petition

Exhibit C: 1999 Flagstaff Development Agreement

Exhibit D: Notice of Intent

Exhibit E: Summit County Certification

Exhibit F: City Council Notice of Annexation Petition

Exhibit G: Boundary Commission Determination

Exhibit H: Ground Lease between UPCM and PCMC

Exhibit I: Draft Annexation Agreement

Ordinance No. 2022-18

**AN ORDINANCE ANNEXING APPROXIMATELY 1,200 ACRES OF PROPERTY
LOCATED IN THE SOUTHEAST QUINN'S JUNCTION AREA INTO THE
CORPORATE LIMITS OF PARK CITY, UTAH, AND AMENDING THE OFFICIAL
ZONING MAP OF PARK CITY TO ZONE THE PROPERTY RECREATION AND
OPEN SPACE WITHIN THE ENTRY CORRIDOR PROTECTION AND
SENSITIVE LAND OVERLAYS**

WHEREAS, on October 8, 2021, Park City Municipal Corporation filed a Notice of Intent to annex approximately 1,200 acres of property in the Southeast Quinn's Junction area ("Property") with the City Recorder and sent copies of the Notice of Intent to each affected entity;

WHEREAS, on October 13, 2021, Summit County certified they mailed a true and correct copy of the Park City Municipal Proposed Annexation Notice to each owner of real property within the area proposed to be annexed and within 300 feet of the area to be annexed;

WHEREAS, on October 15, 2021, Park City Municipal Corporation filed the Southeast Quinn's Junction Annexation Petition ("Annexation Petition") with the City Recorder to annex approximately 1,200 acres of property described in Attachment 1 in the Quinn's Junction (HWY 40 and SR 248) area in unincorporated Summit County into the corporate limits of Park City, Utah;

WHEREAS, on October 15, 2021, Park City Municipal Corporation provided copies of the Annexation Petition to the Summit County Clerk, the Snyderville Basin Planning Commission Chair, and the Park City Planning Commission Chair;

WHEREAS, the Annexation Petition includes the Richardson Flat property and City-owned Clark Ranch property;

WHEREAS, the Richardson Flat property is subject to the 1999 Flagstaff Development Agreement wherein the parties contemplated annexing the Richardson Flat property into Park City under Section 3.1;

WHEREAS, under the 1999 Flagstaff Development Agreement, the property owner must restrict uses of the Richardson Flat property to golf, equestrian, or other recreational facilities or perpetually restrict Richardson Flat to prevent further development;

WHEREAS, Park City Municipal Corporation has a 99-year lease on 30 acres of the Richardson Flat property for use of the Richardson Flat parking lot with potential future recreation facilities;

WHEREAS, the City purchased the Clark Ranch property with Resort Communities Tax open space funds with plans for a conservation easement and potential for limited non-open space uses;

WHEREAS, the Park City General Plan identifies the area proposed for annexation to be preserved primarily as open space with recreation uses;

WHEREAS, the Annexation Petition proposes Recreation and Open Space Zoning with staff recommending Entry Corridor Protection and Sensitive Land Overlays;

WHEREAS, the Annexation Petition is consistent with the Quinn's Junction Joint Planning Commission Principles outlined in the General Plan and developed in coordination with Summit County, identifying the area recreational open space with future uses compliant with the 1999 Flagstaff Development Agreement;

WHEREAS, the Planning Director determined the Annexation Petition is consistent with the Park City General Plan and recommended the City Council accept the Annexation Petition;

WHEREAS, on October 18, 2021, the City Council unanimously voted to accept the Annexation Petition for further review;

WHEREAS, on October 28, 2021, the City Recorder certified the Annexation Petition;

WHEREAS, on October 28, 2021, the City Council posted notice of the certified Annexation Petition pursuant to Utah Code Section 10-2-406 on the Utah Public Notice Website and the City's website for three consecutive weeks, mailed notice to each affected entity, and mailed notice to each residence and to each owner of real property in the area proposed for annexation and the area extending ½ mile from the annexation's boundaries;

WHEREAS, on November 16, 2021, the Park City staff review team met pursuant to Land Management Code Section 15-8-5(A) to review the Annexation Petition pursuant to Land Management Code Chapter 15-8;

WHEREAS, on November 24, 2021, Hideout Community Advancement and Development, LLC, the Town of Hideout, NB 248, LLC, and Redus Park City, LLC filed protests to the Annexation Petition;

WHEREAS, on December 9, 2021, the City Council reviewed the protests and declined to take any action, allowing the Annexation Petition to proceed;

WHEREAS, on December 23, 2021, Summit County formed a Boundary Commission to hear the Hideout Community Advancement and Development, LLC protest;

WHEREAS, on December 23, 2021, Summit County rejected the Town of Hideout, NB 248, LLC, and Redus Park City, LLC protests;

WHEREAS, on February 14, 2022, the Boundary Commission convened and unanimously denied the Hideout Community Advancement and Development, LLC protest, finding the Hideout Community Advancement and Development, LLC did not have standing to protest;

WHEREAS, on April 27, 2022, the Planning Commission conducted a work session on the Annexation Petition and Zoning Map Amendment;

WHEREAS, on May 5, 2022, the staff review team met again to finalize staff recommendations;

WHEREAS, on May 25, 2022, the Planning Commission conducted a duly noticed public hearing on the Annexation Petition and Zoning Map Amendment and unanimously forwarded a positive recommendation to the City Council;

WHEREAS, on June 16, 2022, the City Council conducted a duly noticed public hearing on the Annexation Petition and Zoning Map Amendment;

WHEREAS, on June 16, 2022, after considering that the area is already subject to the 1999 Flagstaff Development Agreement and open space acquisition restrictions, the City Council determined that the circumstances of the annexation are such that the conditions do not apply and determined that another Annexation Agreement was not necessary pursuant to Land Management Code Section 15-8-5.

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

SECTION 1. ANNEXATION APPROVAL. The Property is hereby annexed into the corporate limits of Park City, Utah, according to the Annexation Plat executed in substantially the same form as Attachment 1.

The Property so annexed shall enjoy the privileges of Park City and shall be subject to all City levies and assessments.

The Property shall be subject to all City laws, rules, and regulations upon the effective date of this Ordinance.

SECTION 2. COMPLIANCE WITH STATE LAW, THE MUNICIPAL CODE OF PARK CITY, TITLE 15 LAND MANAGEMENT CODE CHAPTER 8 ANNEXATION, AND THE

PARK CITY GENERAL PLAN. The Annexation Petition and Recreation and Open Space Zoning within the Entry Corridor Protection and Sensitive Land Overlays meet the standards for annexation set forth in Title 10, Chapter 2, Part 4 of the Utah Code, Title 15, Chapter 8 of the Land Management Code, and the Park City General Plan.

SECTION 3. OFFICIAL PARK CITY ZONING MAP AMENDMENT. The Official Park City Zoning Map is hereby amended to zone the Property Recreation and Open Space with Entry Corridor Protection and Sensitive Land Overlays, as shown in Attachment 2.

SECTION 4. EFFECTIVE DATE. This Ordinance shall take effect upon publication of this Ordinance, recordation of the Annexation Plat, and compliance with state annexation filing requirements pursuant to Utah Code Section 10-2-425.

PASSED AND ADOPTED this 16th day of June 2022.

PARK CITY MUNICIPAL CORPORATION

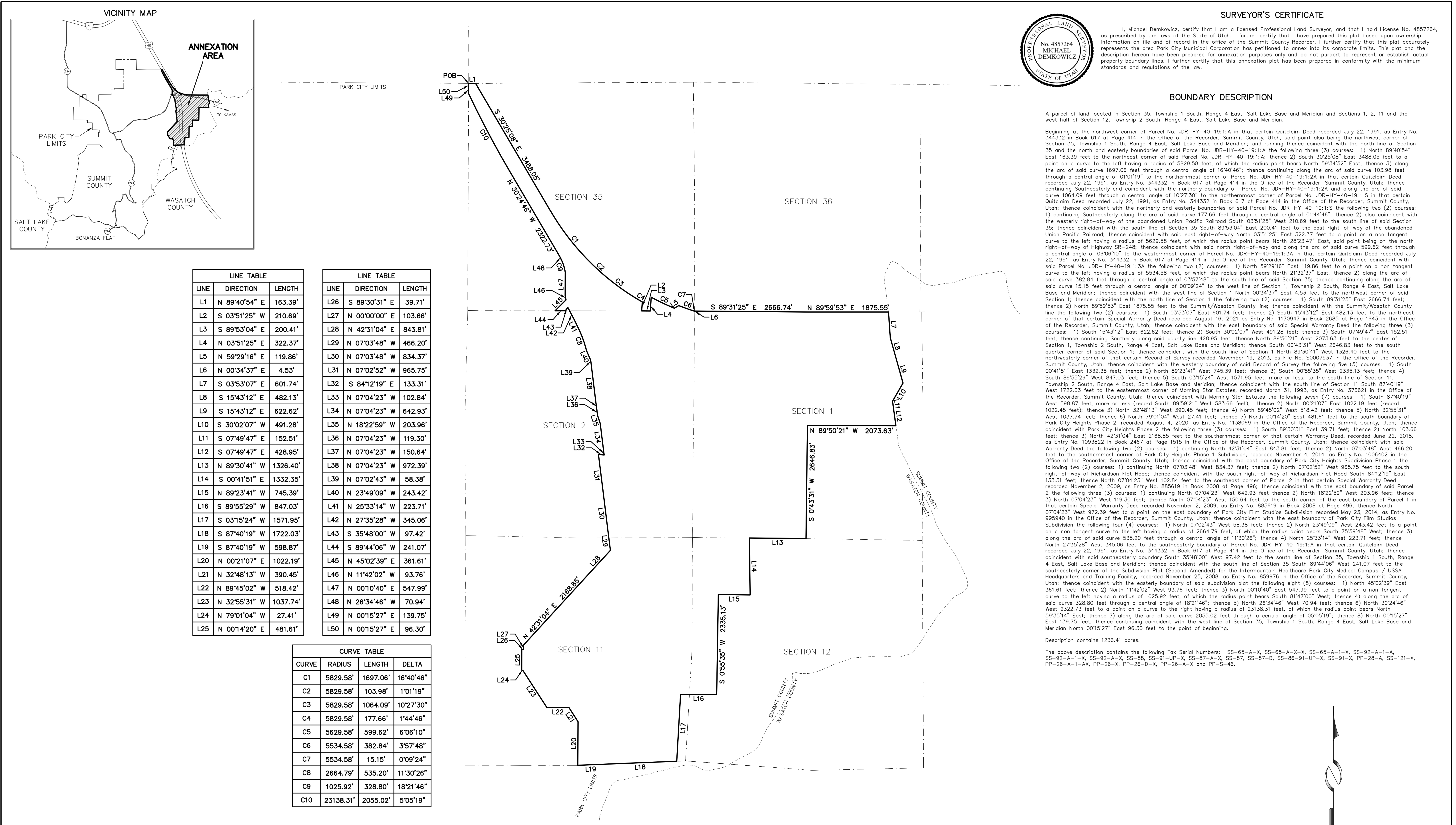
Nann Worel, Mayor

Attest:

City Recorder

Approved as to form:

City Attorney's Office



(435) 649-9467

Alliance Engineering, Inc.

CONSULTING ENGINEERS LAND PLANNERS SURVEYORS

323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

SOUTHEAST QUINN'S JUNCTION ANNEXATION

LOCATED IN SECTION 35, TOWNSHIP 1 SOUTH, RANGE 4 EAST, & SECTIONS 1, 2, & 11 AND THE WEST HALF OF SECTION 12 TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, PARK CITY, SUMMIT COUNTY, UTAH

PUBLIC SAFETY ANSWERING POINT APPROVAL APPROVED THIS _____ DAY OF _____, 20____ BY _____ SUMMIT COUNTY GIS COORDINATOR	SUMMIT COUNTY SURVEYOR APPROVED IN COMPLIANCE WITH SECTION 17-23-20 OF THE UTAH CODE ON THIS _____ DAY OF _____, 20____ BY _____ SUMMIT COUNTY SURVEYOR	PLANNING COMMISSION RECOMMENDED BY THE PARK CITY PLANNING COMMISSION THIS _____ DAY OF _____, 20____ BY _____ CHAIR	ENGINEER'S CERTIFICATE I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS _____ DAY OF _____, 20____ BY _____ PARK CITY ENGINEER	APPROVAL AS TO FORM APPROVED AS TO FORM THIS _____ DAY OF _____, 20____ BY _____ PARK CITY ATTORNEY	COUNCIL APPROVAL AND ACCEPTANCE APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS ____ DAY OF _____, 20____ BY _____ MAYOR	CERTIFICATE OF ATTEST I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS _____ DAY OF _____, 20____ BY _____ PARK CITY RECORDER	RECORDED STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF _____ DATE _____ TIME _____ ENTRY NO. _____ FEE _____ RECORDER _____
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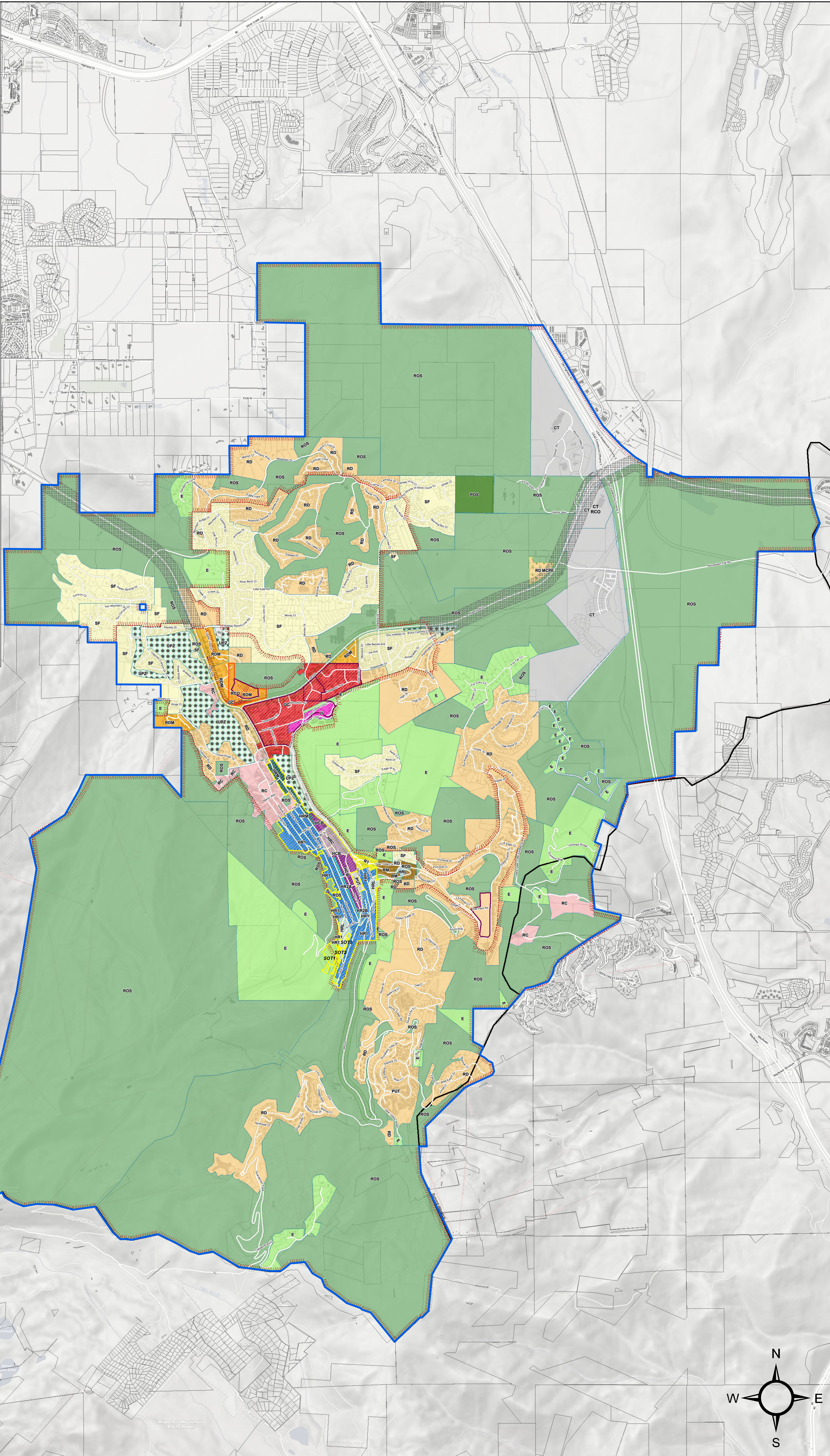
10/27/21 JOB NO.: 7-11-19 FILE: X:\ParkCityMunicipal\dwg\srv\plot2019\071119.dwg

Legend

- County Boundary
- City Limits
- Entry Corridor Protection (ECP)
- Frontage Protection Zone (FPZ)
- Medical Cannabis Production Establishment (MCPE)
- Regional Commercial Overlay (RCO)
- Receiving Zones
- Sending Zones
- Sensitive Lands Overlay (SLO)

Zoning

- Community Transition (CT)
- Estate (E)
- General Commercial (GC)
- Historic Commercial Business (HCB)
- Historic Residential (HR-1)
- Historic Residential (HR-2A)
- Historic Residential (HR-2B)
- Historic Recreation Commercial (HRC)
- Historic Residential - Low Density (HRL)
- Historic Res. - Medium Density (HRM)
- Light Industrial (LI)
- Protected Open Space (POS)
- Public Use Transition (PUT)
- Residential (R-1)
- Recreation Commercial (RC)
- Residential Development (RD)
- Residential Dev. - Medium Density (RD-M)
- Residential - Medium Density (RM)
- Recreational Open Space (ROS)
- Single Family (SF)
- Urban Park Zones (UPZ)



Official Zoning Map
Nann Worel, Mayor
Gretchen Milliken, Planning Director
John Phillips, Planning Commission Chair

This map is a graphic illustration of Park City's zoning districts and is not intended to establish precise dimensions and/or surveyed boundaries of each zone. Interpretation of the Zoning Map is governed by the standards in LMC Section 15-1-6. For complete information relating to the specific boundaries of any of the zoning designation shown on this map, please contact the Park City Planning Department.

0 0.5 1 Miles

Date: 5/4/2022

Map Projection: NAD83 Utah State Plane Central in US Feet
Document Name: Zoning_Map4-26-22update User Name: slaco

Petition certified October 28, 2021.

Michelle Kellogg, City Recorder



**Annexation Petition
for Southeast Quinn's Junction**



Heath V. Lang
Deputy City Recorder

10/15/2021

RECEIVED

OCT 15 2021

**PARK CITY
PLANNING DEPT.**

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Park City Municipal Corporation

445 Marsac Avenue • PO Box 1480 • Park City UT 84060 • (435) 615-5060 • (435) 615-4906-fax • www.parkcity.org

ANNEXATION PETITION

APPLICATION FILING DATE

OCTOBER 15, 2021

APPLICATION FEE – RECEIPT #

PL-21-05031-RECEIPT # 000649-0031

PROCEDURE FOR PETITION AND ANNEXATION PLATS

Application Deemed Complete

Date 10/15/2021

Annexation Petition Accepted by City Council.

Date 10/18/2021

Annexation Petition Rejected by City Council.

Date _____

If accepted, Annexation Petition certified by City Recorder

Date 10/28/2021

Notice is given to City Council regarding petition certification

Date 10/28/2021

City publishes notice of petition acceptance

(once a week for three successive weeks)

Date _____

City sends mailed notice of petition acceptance to

Affected entities

Date _____

Deadline for affected entities to file protest

Date _____

If no protest, Planning Commission will hold a hearing

and make a recommendation to the City

Council. City Council will hold a hearing and

take final action (each hearing requires

7 day published notice)

Date _____

If protest is filed, consult State Code for information

on boundary commission requirements and dates

RECEIVED

OCT 15 2021

**PARK CITY
PLANNING DEPT.**

PLEASE READ AND SIGN BEFORE APPLICATION SUBMITTAL

As the applicant for this Annexation Petition, I understand that my application is not deemed complete until the Planning Department has reviewed the application and deemed it complete. I further understand I will be notified by mail when my application has been deemed complete. The determination of a complete application does **NOT** certify that the Annexation Petition has been accepted. The certification of an accepted petition requires City Council action.

Please sign your name (as sole owner or as designated sponsor)

Name: Park City Municipal Corporation, Matt Dias, City Manager

DocuSigned by:

Matt Dias

D5D5222E86E246E...

Date: October 15, 2021

I. PROJECT INFORMATION

Name of Property Owner or sponsor petitioner: Park City Municipal Corporation

Address/Location (include location map):

Southeast Quinn's Junction, location map included in petition

Legal Description (attach):

Legal description is attached to the petition

II. APPLICANT(S)

The petition shall contain signatures of property owners representing a majority of the land area and at least 1/3 of the value of all private real property within the area proposed for annexation. If the area is within an Agricultural Protection Area (Utah Code – Title 17, Chapter 41, Agriculture Protection Area) then the petition shall contain signatures of all of the private land area within the annexation area. If all of the property is owned by a public entity other than the federal government, then the petition shall be signed by the owner(s) of all the publicly owned real property.

[SIGNATURE PAGE ON NEXT PAGE]

SIGNATURE PAGE

DocuSigned by:
Name: Matt Dias **Signature:** Matt Dias D5D5222E86E246E... *****
Mailing Address: 445 Marsac Ave., P.O. Box 1480, Park City, UT, 84040-1480
Phone #: 435.615.5180 **Fax #:** 801.615.4902 **E-mail** matt.dias@parkcity.org

DocuSigned by:
Name: Matt Dias **Signature:** Matt Dias D5D5222E86E246E... ******
Mailing Address: 445 Marsac Ave., P.O. Box 1480, Park City, UT, 84040-1480
Phone #: 435.615.5180 **Fax #:** 801.615.4902 **E-mail** matt.dias@parkcity.org

Name: _____ **Signature:** _____
Mailing Address: _____
Phone #: _____ **Fax #:** _____ **E-mail** _____

Name: _____ **Signature:** _____
Mailing Address: _____
Phone #: _____ **Fax #:** _____ **E-mail** _____

** Signed acknowledging and recognizing United Park City Mines Company's consent to the annexation as also contained and set forth in the attached.*

*** Signed on behalf of Park City Municipal Corporation.*

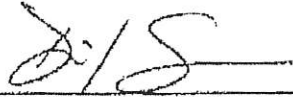
NOTICE:

THERE WILL BE NO PUBLIC ELECTION ON THE ANNEXATION PROPOSED BY THIS PETITION BECAUSE UTAH LAW DOES NOT PROVIDE FOR AN ANNEXATION TO BE APPROVED BY VOTERS AT A PUBLIC ELECTION.

IF YOU SIGN THIS PETITION AND LATER DECIDE THAT YOU DO NOT SUPPORT THE PETITION, YOU MAY WITHDRAW YOUR SIGNATURE BY SUBMITTING A SIGNED, WRITTEN WITHDRAWAL WITH THE CITY RECORDER OF PARK CITY MUNICIPAL. IF YOU CHOOSE TO WITHDRAW YOUR SIGNATURE, YOU SHALL DO SO NO LATER THAN 30 DAYS AFTER PARK CITY RECEIVES NOTICE THAT THE PETITION HAS BEEN CERTIFIED.

DEVELOPER:

United Park City Mines Company,
a Delaware corporation



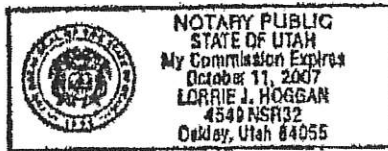
David J. Smith, Authorized Signing Officer

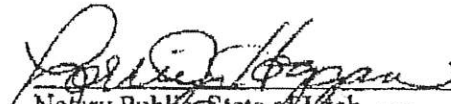
STATE OF UTAH)

z ss

COUNTY OF SUMMIT)

On this 28th day of ~~March~~ ^{February}, 2007 before me, Lorrie J. Hoggan, the undersigned Notary Public, personally appeared David J. Smith, personally known to me to be the Authorized Signing Officer of United Park City Mines Company, on behalf of the corporation named herein, and acknowledged to me that the corporation executed it. Witness my hand and official seal.

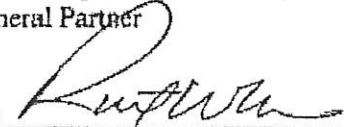



Notary Public, State of Utah
Residing in Ordley, Utah

DEER VALLEY RESORT COMPANY,

a Utah limited partnership

By: Royal Street of Utah, a Utah corporation,
General Partner

By: 
Robert Wells, Vice President

DEVELOPER:

United Park City Mines Company,
a Delaware corporation



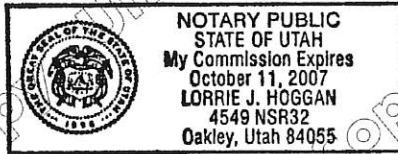
David J. Smith, Authorized Signing Officer

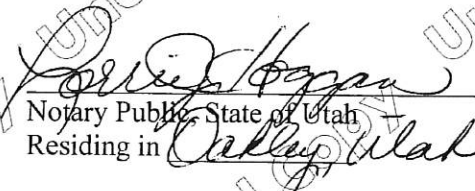
STATE OF UTAH)

: ss

COUNTY OF SUMMIT)

On this 28th day of February, 2007 before me, Lorrie J. Hoggan, the undersigned Notary Public, personally appeared David J. Smith, personally known to me to be the Authorized Signing Officer of United Park City Mines Company, on behalf of the corporation named herein, and acknowledged to me that the corporation executed it. Witness my hand and official seal.




Notary Public, State of Utah
Residing in Calley, Utah

DEER VALLEY RESORT COMPANY,
a Utah limited partnership

By: Royal Street of Utah, a Utah corporation,
General Partner

By: _____
Robert Wells, Vice President

Margaret Plane

From: Mitchell Stephens <mstephens@jdrslaw.com>
Sent: Friday, October 15, 2021 9:50 AM
To: Margaret Plane
Subject: [External] FW: UPCM - Park City

[CAUTION] This is an external email.

From: Mitchell Stephens <mstephens@jdrslaw.com>
Date: Friday, October 15, 2021 at 9:08 AM
To: Nicole Deforge <ndeforge@fabianvancott.com>
Cc: Mark Harrington <mark@parkcity.org>
Subject: FW: UPCM - Park City

Nikki:

We have appreciated the opportunities to discuss Section 3.1 of the AMENDED AND RESTATED DEVELOPMENT AGREEMENT and UPCM's unconditional offer to annex Richardson Flat. Utah Code section 10-2-403(3)(d) requires that property owners be provided with this notice:

- There will be no public election on the annexation proposed by this petition because Utah law does not provide for an annexation to be approved by voters at a public election.
- If you sign this petition and later decide that you do not support the petition, you may withdraw your signature by submitting a signed, written withdrawal with the recorder or clerk of (state the name of the proposed annexing municipality). If you choose to withdraw your signature, you shall do so no later than 30 days after (state the name of the proposed annexing municipality) receives notice that the petition has been certified.

Consistent with the Development Agreement and our discussions, the City acknowledges and recognizes UPCM's consent to the annexation and accordingly will submit an annexation petition and sign recognizing UPCM's consent and signature consistent with the Development Agreement and UPCM's unconditional consent. If your client prefers to resubmit a signature consenting to the annexation, or has any questions or objection to the petition, please contact me directly by no later than noon on Monday, October 18.

Best,

Mitch Stephens

Mitchell A. Stephens | Shareholder
JAMES DODGE RUSSELL & STEPHENS P.C.
[10 West Broadway, Suite 400](#)

ANNEXATION SPONSOR(S) Up to five of the signers of the petition may be listed as sponsors. Please designate one whom shall be designated as the contact sponsor.

Name: Matt Dias **Signature:** 
Mailing Address: 445 Marsac Ave., P.O. Box 1480, Park City, UT, 84040-1480
Phone #: 435.615.5180 Fax #: 801.615.4902 E-mail matt.dias@parkcity.org

Name: _____ **Signature:** _____
Mailing Address: _____
Phone #: _____ Fax #: _____ E-mail _____

Name: _____ **Signature:** _____
Mailing Address: _____
Phone #: _____ Fax #: _____ E-mail _____

Name: _____ **Signature:** _____
Mailing Address: _____
Phone #: _____ Fax #: _____ E-mail _____

Name: _____ **Signature:** _____
Mailing Address: _____
Phone #: _____ Fax #: _____ E-mail _____

NOTICE:

THERE WILL BE NO PUBLIC ELECTION ON THE ANNEXATION PROPOSED BY THIS PETITION BECAUSE UTAH LAW DOES NOT PROVIDE FOR AN ANNEXATION TO BE APPROVED BY VOTERS AT A PUBLIC ELECTION.

IF YOU SIGN THIS PETITION AND LATER DECIDE THAT YOU DO NOT SUPPORT THE PETITION, YOU MAY WITHDRAW YOUR SIGNATURE BY SUBMITTING A SIGNED, WRITTEN WITHDRAWAL WITH THE CITY RECORDER OF PARK CITY MUNICIPAL. IF YOU CHOOSE TO WITHDRAW YOUR SIGNATURE, YOU SHALL DO SO NO LATER THAN 30 DAYS AFTER PARK CITY RECEIVES NOTICE THAT THE PETITION HAS BEEN CERTIFIED.

III. SUBMITTAL REQUIREMENTS:

Two copies of the following information are required prior to a determination of application completeness. All site plans and drawings shall comply with the standard specified in Section 200.0.02 of the Park City Design Standards, Construction Specification & Standard Drawings-1000 Edition. Additional information and/or studies may be required depending on location and potential impact of the proposed annexation. A CD with electronic files of this information shall be submitted with the application.

1. Applicant and Notification information (see sample on page 7)
 - a. Names, mailing addresses and stamped (forever stamps) #10 business size envelopes of property owners within the proposed annexation area. ***Please do not use self-adhesive style envelopes and do not include a return address on the envelope.*** Applicants may submit an electronic Excel spreadsheet for post card notices and pay a \$1.00 fee per post card mailing in lieu of stamped addressed envelopes.
 - b. Names, mailing addresses and stamped (forever stamps) #10 business size envelopes of property owners within one-half mile of the proposed annexation area. ***Please do not use self-adhesive style envelopes and do not include a return address on the envelope.*** Applicants may submit an electronic Excel spreadsheet for post card notices and pay a \$1.00 fee per post card mailing in lieu of stamped addressed envelopes.
2. An accurate and recordable map (certified survey plat) of the property to be annexed, prepared by a surveyor licensed to practice in Utah, accurately describing the existing City boundaries and each individual ownership sought to be annexed, including an accurate legal description of the property to be annexed.
3. Existing conditions site plan, at a scale approved by the City, of the proposed annexation area and surrounding area, within a radius to be specified by the City, depending on the particular annexation (may be more or less than one-half mile). This site plan must be prepared by a licensed Surveyor and shall include the names, addresses, and property boundaries of all property owners within the annexation area and within the specified study area.
4. Title Report (no older than 60 Days) for the proposed annexation area.
5. If the proposed property is intended for development, the petition for annexation shall include complete applications for a preliminary subdivision plat and a Master Planned Development (applicable only for projects that would require review as a Master Planned Development according to Chapter 6 of the Land Management Code). Attached to all annexation petitions shall be a land use analysis, performed by a qualified land use planner with the assistance of other professionals such as traffic engineers, civil engineers, wildlife biologists, and hydrologists, of all undeveloped property within the annexation area and (but not limited to) within one-

half mile of the proposed annexation. The City reserves the option of selecting the qualified professionals to perform this analysis with the cost being paid by the applicant. This analysis shall include, but not be limited to, a study of the following:

- a. Slope, wetlands, natural drainage, vegetation, slope, wildlife habitat, view corridors, and significant geological features.
 - b. Existing and proposed road systems and easements, including traffic generation, if necessary.
 - c. Proposed utility extension plans and easements, including water usage, supply and delivery systems. Applicant must demonstrate proof of adequate water rights sufficient to serve the proposed annexation area at full development.
 - d. Location of proposed public and private open space, recreational areas, trails and trail easements.
 - e. Proposed land uses including type, density, and if applicable, timing of build-out of residential and commercial areas.
 - f. Proposed locations of community facilities such as fire stations, schools and parks.
 - g. Consistency with the current General Plans of the governmental entities having jurisdiction
 - h. A statement as to the anticipated timetable for development, if applicable.
 - i. Location and description of any Historic and cultural resources on the property.
6. Affordable housing plan consistent with the City's affordable housing policies, if applicable.
 7. Project phasing plan and construction mitigation plans for each phase, if applicable.
 8. Public utilities and essential services analysis including:
 - a. School impact analysis, including analysis of existing and projected schools which will serve the annexation area. Analysis shall project school-age population generated by the annexation area over a twelve-year period.
 - b. Capacity of existing sanitary sewer trunk line and capacity of treatment facilities serving the project.
 - c. Capacity and availability of solid waste collection, animal control and other services provided by agencies other than Park City.
 - d. A full disclosure statement of any and all waters owned or historically utilized on the property to be annexed, and a statement from the water owner(s) as to the estimated value of the water or price at which owner(s) would be willing to sell the said water to the City.
 9. Fiscal impact analysis of the proposed annexation on Park City, the remaining unincorporated area, special districts, school district and other governmental entities. The fiscal impact analysis format, including the revenue and cost assumptions shall be approved by Park City. If necessary, the City shall hire qualified experts to perform the analysis. The cost of such analysis shall be paid by the applicant as

part of the Annexation Petition application. The fiscal impact analysis shall include, but not be limited to, the following:

- a. Current and five year projections of demographics and economic base in the area proposed for annexation and surrounding unincorporated area, including household size and income, commercial and industrial development and public facilities.
- b. Projected growth in the area proposed for annexation and the surrounding unincorporated area in five-year increments.
- c. The present and future annual projected revenue to the City as a result of the annexation.
- d. The projected impact the annexation will have over the following ten years on the amount of taxes that property owners within the area proposed for annexation, Park City residents, and the remaining unincorporated county will pay.
- e. Present and future (over the next ten years) projects of costs of governmental services to the annexing area.

10. Other studies and analysis as necessary to determine annexation appropriateness.

Once the annexation has been approved, please submit the following:

1. CD disc containing the final annexation plat in electronic form, preferably AutoCAD.
2. 4 –mil mylar of the annexation plat trimmed to 24" x 36" with ½ inch border on top, right and bottom, and 1 ½ inch border on left. Annexation mylar plat shall be in a form approved by the City engineer and City Attorney, including all required signatures and certifications.

Note: once all the required studies and documents are submitted and deemed complete by the City, the appropriate City Departments and Commissions shall schedule the application for review. If deemed appropriate by the Planning Department, the application fee may be pro-rated provided an adequate fee has been collected to offset City costs for processing the application.

ENVELOPE:

- a. #10 size business envelopes (addressed to property owners as described above) with mailing labels and forever stamps affixed (we do not accept metered envelopes). ***Please do not use self-adhesive style envelopes and do not include a return address on the envelope.***
- b. List of property owners, names and addresses as described above. The distance is measured from the property line, not the location of the request. Please provide the Summit County Assessor's Parcel Number for each property owner if possible

Sample Envelope

No return address	Forever Stamp
JOHN DOE PO BOX 2002 PARK CITY UT 84060	

IV. ANNEXATION FACT SHEET

PROJECT DESCRIPTION

1. On a separate sheet of paper, please complete the following requests and attach to this application:
 - a. Give a general description of the proposal and attach to the application.
 - b. Provide a written statement addressing specifics of the request, indicating proposed use of the property, any other application submitted as part of the proposal, development time schedule, and any additional information required to describe the proposed annexation.
2. Is the property contiguous to Park City municipal boundaries? ☒ yes ☐ no
3. Is the proposed property a contiguous area? ☒ yes ☐ no
4. Will this annexation leave/create an unincorporated island or peninsula?
☐ yes ☒ no
5. Existing zoning: HS, RR, MR Proposed Zoning: ROS
6. Will project be within Sensitive Lands Overlay Zone when annexed?
☒ yes ☐ no
7. Current use of property: Undeveloped/Recreational Open Space
8. Project area (acreage): ~1,218 _____
% of project area on slopes in excess of: 15% 21.8%; 40% 2.2
9. Does the petition for annexation contain any land area proposed for annexation in a previously filed petition that has not been granted, denied or rejected?
☐ yes ☒ no
10. Are you also seeking development project approval at this time? ☐ yes ☒ no
If yes, type of application filed _____
11. Current City water service is available within 1,000 feet of the property.
12. Water rights sufficient to serve the project will be dedicated upon annexation
☐ yes ☒ no
13. Project will be accessed via:
☒ public road ☐ private road ☐ private driveway
(continued on next page)

14. State Law requires that on the date of filing the annexation petition with the City, the petition sponsor(s) shall also deliver or mail a copy of the petition to the County Clerk of the county in which the property is located, and also to the chair of the County Planning Commission which has review authority or jurisdiction over said property. Has this been done? ☒ yes Date October 15, 2021 ☐ no



Southeast Quinn's Junction Annexation Petition



SOUTHEAST QUINN'S JUNCTION ANNEXATION REPORT

Prepared by:
Michael Demkowics and Braylon Rose
for
Park City Municipal Corporation

Dated: October 10, 2021
Updated: October 27, 2021

Introduction

Park City Municipal Corporation (PCMC) is sponsoring a petition to have properties annexed into Park City. The project area is south and east of Quinn's Junction between the existing city boundary and the county line. The total proposed annexation area is approximately 1,236.41 acres. The purpose of this report is to provide a review and analysis of the existing and proposed land uses associated with the Southeast Quinn's Junction Annexation. The annexation petition is consistent with the Purpose and General Requirements of Utah State Code 10-2-401, *et seq.* See attached Annexation Plat and Boundary Survey. The right to supplement this report is reserved.

Property Description:

The Southeast Quinn's Junction portion of the annexation consists of 20 parcels of both public and private ownership totaling 1,236.41 acres. Below is a list of parcels, owners, and acreage.

Parcel ID	Owner	Acres
SS-65-A-X	Utah Department of Transportation	69.80
SS-65-A-X-X	Park City Municipal Corporation	0.78
SS-65-A-1-X	USA Bureau of Reclamation	0.26
SS-92-A-1-A	Quinn Capital Partners LLC	0.22
SS-92-A-1-X	Utah Department of Transportation	27.01
SS-92-A-X	USA, Dept of Interior	34.19
SS-88	United Park City Mines Co	166.27
SS-91-UP-X	State of Utah	6.00
SS-87-A-X	USA Bureau of Reclamation	17.18
SS-87	United Park City Mines Co	380.00
SS-87-B	HIDEOUT COMMUNITY ADVANCEMENT AND DEVELOPMENT LLC	22.85
SS-86-91-UP-X	Summit County, Utah	12.38
SS-91-X	Park City Municipal Corporation	45.85
PP-28-A	United Park City Mines Co	40.00
SS-121-X	Park City Municipal Corporation	124.98
PP-26-A-1-AX	Park City Municipal Corporation	44.00
PP-26-X	Park City Municipal Corporation	125.76
PP-26-D-X	Utah Department of Transportation	6.03
PP-26-A-X	Utah Department of Transportation	94.56
PP-S-46	AMEZQUITA, EDGAR	0.57

- Some rights of ways are not attributed with a parcel number and acreage by Summit County.

Southeast Quinn's Junction Annexation Petition



Section 1- Existing Conditions

Existing natural conditions have been identified, in some cases mapped, and then subsequently analyzed to address the conditions of the Annexation Petition and are noted below.

a. Slopes:

The Richardson Flat area comprises the central area of the Southeast Quinn's Junction. It is a largely flat zone with streams and wetlands. A slope analysis has been conducted with the following results:

Slopes 0 – 15%	76% (920 acres)
Slopes 15-30%	19% (235 acres)
Slopes 30-40%	2.1% (26 acres)
Slopes 40%+	2.2% (27 acres)

The slopes analysis can be found on the attached Slopes Analysis Exhibit.

b. Wetlands and Hydrology:

Wetlands have been delineated by data provided by the Utah AGRC GIS database and are shown on the Existing Conditions Exhibit. Additionally, FEMA flood hazard zones and streams have been added to the same exhibit. Data was provided by Utah AGRC GIS database. The data provided for wetland, flood hazard zone, and stream delineation is assumed to be accurate.

c. Vegetative Cover:

Much of the annexation area is classified as shrubland. Data from the Utah AGRC GIS database shows the area being classified as "mixed shrub". The Utah Natural Resources Conservation Service (NRCS) completed a county-wide resource assessment which shows the full annexation area as being shrubland.

Types of vegetation include sagebrush, gambel oak and meadow grasses.

d. View Corridors:

The UDOT parcel is a thin strip of land running along the west shoulder of US Highway 40. The native grade and vegetation have been disturbed by the highway grading. It is mostly sage brush and grasses graded at a constant slope between the hillside and the highway.

The Southeast Quinn's Junction portion is bounded on the west by Park City limits, comprising open space and residential subdivisions, on the north by the SR-248 corridor, on the east by the Wasatch County line and private property, and on the south by the ridgeline that delineates the Summit County line. The terrain rises steadily from north to south. The north portion of the property is identified by industrial areas in adjacent unincorporated Summit County and a mine impacted soils remediation facility. The southern end is largely undeveloped and contains native vegetation and topography.

Views to the north, south, east, and west are provided in the exhibits. Changes to the view corridors are not proposed with this annexation. However, changes are possible during a possible future subdivision or MPD process, particularly on city-owned land west of Highway 40.

e. Wildlife:

The open spaces of the annexation area provide important habitat for wildlife. Wildlife habitat mapping for important species has been downloaded from the AGRC GIS Portal website. These species include black

Southeast Quinn's Junction Annexation Petition



bear, moose, elk, mule deer, and dusky grouse. Elk and moose populate the hilly southern portion of the area. Black bear and mule deer habitat are found throughout the annexation. Dusky grouse are found in the low-lying areas adjacent to larger streams. Wildlife habitat maps are presented in the exhibits.

An inquiry to the State of Utah, Division of Wildlife Resources, Department of Natural Resources (DWR) indicated that there have been several species of concern found within a one-half mile radius and no sensitive or threatened and endangered species, as noted in attached Utah Natural Heritage Program Online Species Search Report. The animal species of concern found within a one-half mile radius are Bonneville Cutthroat, Bald Eagle, Ferruginous Hawk, Mountain Marshsnail, Western Toad, Columbia Spotted Frog, Greater Sage Grouse, Northern Leopard Frog, and Lewis's Woodpecker. There were no plant species of concern found within a one-half mile radius of the site.

f. Historic and Cultural Resources

An inquiry with the Utah Division of State History indicated that of the 1,236 acres included in the proposed annexation, only 280 acres have been previously surveyed for cultural resources. There are five known archaeological sites within that survey: one railroad, one highway (US 40), one ditch, one historic trash dump, and one unknown historic site. The location of these resources is protected under Utah State Law and therefore were not able to be mapped. The Utah Division of State History has indicated that there is high potential for additional sites within the remainder of the area that has not been surveyed due to the area's density of mining and other historic activities. There is one prehistoric Native American site just inside the current Park City municipal boundary, so there is potential for additional Native American sites within the annexation area as well.

g. Geological Features

Ridgelines were delineated using the site contours. As indicated on the slope analysis, the site contains rolling hills with several ridgelines.

Existing natural conditions have been identified, in some cases mapped, and then subsequently analyzed to address the conditions of the Annexation Petition and are noted below.

Section II- Proposed Subdivision Plan

There are no current plans for the development of the property. Future plans for development are subject to plan review, either subdivision or MPD which will address any additional impacts.

Section III- Existing and Proposed Streets and Roads

US Highway 40 intersects the Southeast Quinn's Junction area. SR-248 and the Richardson Flat Road also intersect the Southeast Quinn's Junction area. The Richardson Flat Park-N-Ride is located to the north of the Richardson Flat Road within the annexation boundary. There are numerous active and inactive dirt roads throughout the annexation, including the Highway 40 west side, frontage road.

The Richardson Flat Road and Park-N-Ride is the only local street within the annexation boundary. The Richardson Flat Road provides alternative access between Park City and the developments eastward along SR-248. The Park-N-Ride provides opportunities for carpooling and the use of public transportation to reduce traffic congestion on SR-248 between Quinn's Junction and Park City.

No new streets or roads are proposed with this annexation petition. Future plans for development and a future park n ride facility on the northwest Highway 40 interchange are subject to review through either

Southeast Quinn's Junction Annexation Petition



subdivision or MPD which will address any additional impacts. It is worth noting here that the 2015 Snyderville Basin General Plan identifies a future Transportation Hub in the Highway 40- SR-248 interchange area.

Section IV- Existing and Proposed Utilities

All existing utility providers are located at the annexation boundary. No new utilities are being proposed.

Section V- Location of Proposed Open Space

The petition is requesting all of the properties be zoned Recreation and Open Space (ROS), outside of road right of ways.

Section VI- Existing and Proposed Land Uses

Immediately surrounding the Southeast Quinn's Junction parcels are vacant land and residential development. Zoning includes Rural Residential, Hillside Stewardship and Mountain Remote. Within a half-mile of the Southeast Quinn's Junction area there are also Recreation Open Space, Residential Development, Community Transition, and Estate Zones. The zoning proposed for these parcels is Recreation and Open Space (ROS).

It should be noted that a mine impacted soils repository is located within the annexation.

Section VII- Existing and Proposed Locations of Community Facilities

The Richardson Flats Park-N-Ride Lot and an undeveloped trailhead on the SS-91-X parcel, which serves as recreational access and for the Clark Ranch (east) property and a staging area for the current grazing lessee, are the current community facilities. A second Park-N-Ride facility is proposed near the Highway 40 interchange, adjacent to the northbound SR-248 on-ramp.

No other community facilities are currently identified.

Section VIII- Anticipated Timetable for Development

There are no current plans for development of the properties. Future plans for development are subject to review through either subdivision or MPD which will address any additional impacts.

Section IX- Affordable Housing

The current parcels are within the Park City School District Boundary. The proposed annexation results in no additional density. Affordable housing guidelines and standards will be reviewed and applied in any future subdivision or MPD application for development.

Section X- Public Utilities and Essential Services Analysis

- a. School Impact Analysis- The parcels are located within Park City School District Boundaries and are assessed a fee as part of their property taxes. The proposed annexation results in no additional density, thus no additional services from PCSD are required.
- b. Capacity of sanitary sewer services- Snyderville Basin Water Reclamation District has indicated it has excess capacity to service this area in the future if approved through a planning process, however no development is currently proposed.

Southeast Quinn's Junction Annexation Petition



- c. Other Services- The annexation area is within the Park City Fire District. Park City Public Safety services will be extended to the annexation area but with minimal service impacts due to the nature of the open space condition. Solid waste and mosquito abatement will require no change in the provision of these services as a result of this annexation. Animal control services will continue to be provided by Summit County Animal Control or Park City Public Safety based on a case-by-case situation.
- d. Water Rights- There are three in the Southeast Quinn's Junction area as shown on the attached Land Use and Water Rights Exhibits. Two of these points (9435020P00 and 9435021P00) are non-production test wells that have since been abandoned. Diversion E1596 is a rejected water right application from 1979. Two of the points (T20178 and T20241) are temporary changes to existing water rights where contractors used the water during construction projects and have since expired.

Water Right 35-5588 is a Diligence Claim for 16.75 Ac-ft of water diverted from a tributary stream to Silver Creek. The Park City Municipal parcel SS-121-X contains two water rights. Water Right 35-5580 is a Point-to-Point Diligence Claim for 9.45 Ac-ft of water from a Spring.

- Due to the petition's lack of development, there is no need to secure additional water rights. One of the regional partners in the Western Summit County Project would supply water if and when needed.
- Water rights identified in this report note John Clark and Nadine Gillmor as owners of record, however both are deceased. As of this report, inquiries per the valuation statement of the water rights are still under investigation.

Southeast Quinn's Junction Annexation Petition



Water Right: 35-5580	Application/Claim Number: D5402	Certificate Number:																																																			
Home Display Scanned Documents Print View Map																																																					
Owners																																																					
Name: Nadine F. Gillmor Address: PO Box 130, 2359 East Weber Canyon Road Oakley, UT 84055 Interest: 100% Remarks:																																																					
General																																																					
Type of Right: Diligence Claim Source of Info.: Diligence Claim Status:																																																					
Quantity of Water: 9.45 ACFT Source: Springs County: Summit Common Description: 2 Miles East of Park City																																																					
Proposed Determin. Book: 35-	Map:	Publication Date:																																																			
Land Owned by Applicant:	County Tax Id#:																																																				
Dates View More																																																					
Filing: Filed: 04/11/1989 Priority: / /1862 Decree/Class:																																																					
Advertising: Protest End Date: Protested: Not Protested Hearing Held:																																																					
Approval: State Engineer Action: Action Date:																																																					
Certification: Proof Due Date: Lapsed, Etc. Date: Lapsed Letter Date:																																																					
Points of Diversion View Map																																																					
Stream Alteration Required:																																																					
Points of Diversion - Point to Point																																																					
(1) Spring from a point at S 660 feet E 660 feet from N4 corner, Sec 11 T 2S R 4E SLBM to a point at S 660 feet E 660 feet from N4 corner, Sec 11 T 2S R 4E SLBM Comment: Administratively updated by State Engineer. Source: Spring																																																					
(2) Spring from a point at S 660 feet E 660 feet from NW corner, Sec 11 T 2S R 4E SLBM to a point at S 660 feet E 660 feet from NW corner, Sec 11 T 2S R 4E SLBM Comment: Administratively updated by State Engineer. Source: Spring																																																					
Water Uses View Map View Use Data																																																					
Water Use Group Number: 206345 Water Rights Appurtenant to the following use(s): 35-5580(DIL),																																																					
Stock Water-Beneficial Use Amount: 2320 ELUs Group Total: 2320 Prd of Use: 05/01-10/31																																																					
Domestic-Beneficial Use Amount: 2 EDUs Group Total: 2 Prd of Use: 05/01-10/31																																																					
Comments: Part-time use																																																					
Place of Use	<table border="1" style="width: 100%; text-align: center;"> <tr> <th colspan="4">North West Quarter</th> <th colspan="4">North East Quarter</th> <th colspan="4">South West Quarter</th> <th colspan="4">South East Quarter</th> <th>Section</th> </tr> <tr> <th>NW</th><th>NE</th><th>SW</th><th>SE</th> <th>NW</th><th>NE</th><th>SW</th><th>SE</th> <th>NW</th><th>NE</th><th>SW</th><th>SE</th> <th>NW</th><th>NE</th><th>SW</th><th>SE</th> <th>Totals</th> </tr> <tr> <td colspan="16"> Sec 11 T 2S R 4E SLBM Lot 8 </td> <td></td> </tr> </table>	North West Quarter				North East Quarter				South West Quarter				South East Quarter				Section	NW	NE	SW	SE	NW	NE	SW	SE	NW	NE	SW	SE	NW	NE	SW	SE	Totals	Sec 11 T 2S R 4E SLBM Lot 8																	Group Acreage Total:
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Use Type	Sole Supply Total	Group Total																																																			
Stock Water:	2320 ELUs	2320 ELUs																																																			
Domestic:	2 EDUs	2 EDUs																																																			

Southeast Quinn's Junction Annexation Petition



Water Right: 35-8832		Application/Claim Number: A6078		Certificate Number: 536
Home Display		Scanned Documents		Print
View Map				
Owners				
Name: John Clark				
Address: UT				
Remarks:				
Interest: 100%				
General				
Type of Right: Application To Appropriate		Source of Info.: Certificate		Status: Certificated
Quantity of Water: 0.022 CFS				
Source: Crystal Spring Number 2				
County: Summit				
Common Description: East of Park City				
Proposed Determin. Book: 35-		Map:		Publication Date:
Land Owned by Applicant: Yes		County Tax Id#:		
Dates View More				
Filing:				
Filed:		Decree/Class:		
Priority: 02/26/1915				
Advertising:				
Protest End Date:		Protested: Not Protested		Hearing Held:
Approval:				
State Engineer Action: Approved		Action Date:		
Certification:				
Proof Due Date:		Lapsed, Etc. Date:		Lapsed Letter Date:
Certificate Date:				
Points of Diversion View Map				
Points of Diversion - Surface				
(1) S 1338 feet W 155 feet from NE corner, Sec 11 T 2S R 4E SLBM.				
Diverting Works: Ditch & Pipeline		Source: Crystal Spring #2		
Elevation:		UTM: 461609.932, 4501618.658 (NAD83)		
Stream Alteration Required:				
Water Uses View Map View Use Data				
Water Use Group Number: 209525				
Water Rights Appurtenant to the following use(s): 35-8832(CERT),				
Domestic-Beneficial Use Amount: 1 EDUs		Group Total: 1		Prd of Use: 01/01-12/31
Comments: Cert. 536 says water used for domestic purposes at the residence of the				
Use Totals - for 1 group				
<u>Use Type</u>	<u>Sole Supply Total</u>	<u>Group Total</u>		
Domestic:	1 EDUs	1 EDUs		
Other Comments				
Weber River Decree No. 832				
Not for official Use				
See Certificate 536 for further info.				

Section XI- Consistency with Current General Plans

No change in current land use is proposed during the annexation of the property into Park City Municipal boundaries. The existing Richardson Flats parking lot is adjacent to a recommended Transportation Hub use. The petition is consistent with the Snyderville Basin General Plan as provided in the appendices. The Park City General Plan does not discuss the specific area included within this annexation; however, preservation of the natural landscapes considered for the parcels reflects the natural setting strategy outlined within the document. The petition has included the previous Quinn's Junction Joint Planning documents as referenced in the appendices.

Southeast Quinn’s Junction Annexation Petition



Section XII- Fiscal Impact Analysis

Annexation means these properties no longer pay into the Municipal Type Service Area for Summit County.

It is important to note that 50% of the parcels within the annexation petition are owned by governmental agencies including the Department of the Interior, Park City Municipal Corporation, UDOT, and Summit County. These properties are exempt from property tax.

For tax purposes, the current uses will remain and are based on assessed valuations. No base residences are existing or currently proposed that would draw on municipal services such as police and snow removal. These parcels, if annexed, would contribute to the municipal budget.

The Snyderville Basin Special Recreation District has not resolved how bond obligations would be addressed in the event of annexation, the options being to re-distribute the commitment to the remaining taxpayers in Summit County or have the annexed property pay its portion of the bond obligation in full.

Contribution to the Park City School District currently occurs from applicable parcels. Taxes for the Park City School District would remain the same if the parcels were annexed. There are no additional costs to the Park City School District since there is no development proposed for these parcels, therefore no increase in residents and school children.

The annexation of the parcels allows Summit County to continue to collect a base tax rate for the property. Since the county is no longer obligated to provide law enforcement, snow removal, road maintenance, and community development and planning for the parcels, the Municipal Type Service Area tax will no longer be applied. These services would now be the responsibility of Park City Municipal, and collection of Park City property taxes would offset the increased services.

Annexation into Park City obligates the municipality to provide essential services to these properties. Since the properties are currently vacant, other than the City-leased parking lot, minimal impacts would be felt.

Park City Property Tax Revenues	Park City General Fund
2021	\$9,445
2022	\$9,445
2023	\$9,445
2024	\$9,445
2025	\$9,445

Any proposed residential development of the property would mean additional municipal services would be required. Development approvals would increase land value and raise property tax contributions.

There are no current plans for the development of these parcels. Based upon input from the Park City Budget office, the cost to provide municipal services averages about \$2554 per residence per annum, and the average residence in Park City pays approximately \$1,800 per annum to the municipality.

Vacant land with residential development approvals see an increase in value. Further, the development of the properties with residences increases the assessed value of the land and associated structures and thereby increases the amount of taxes collected. In this case, there is a direct correlation between the

Southeast Quinn's Junction Annexation Petition



increased tax collected and the additional services residents need.

The proposed annexation adds no additional residences to Park City, nor are there development plans for the property at this time. The property owners will see a 7% increase in property taxes once the property is incorporated into Park City.

Property Tax Revenues	Summit Co. General Fund	Municipal Type Service Area	Park City General Fund and GO Debt	Multi-County Assessment and Collecting Levy	Local Assessment and Collection	Weber Basin Water	Mosquito Abatement	Park City Fire	Park City School District	Snyderville Basin Recreation District	Snyderville Recreation District Bond	Total Tax Collected
Existing in Summit County Proposed within Park City	\$6,375	\$4,741	\$0	\$113	\$1,322	\$1,247	\$227	\$5,620	\$39,139	\$5,185	\$3,381	\$67,351
	\$6,375	\$0	\$17,926	\$113	\$1,322	\$1,247	\$227	\$5,620	\$39,139	\$0	\$0	\$71,970

The Snyderville Basin Recreation District (SBRD) is an entity also impacted by the annexation of these parcels. The annexation of these properties means these owners no longer pay taxes to Snyderville Basin Recreation District. These properties pay approximately \$5,185 per year to the recreation district and \$3,381 towards the Snyderville Recreation District Bond. The recreation district can re-distribute the obligation to the remaining taxpayers in Summit County or require continued payment of property taxes from the annexed properties.

Contribution to the Park City School currently occurs from these properties. These properties contribute approximately \$39,139 annually to the school district. Annexation of these properties would not impact the payments received by the Park City School District. If proposed construction includes residential units, an increase to the school population would be seen. Approved development plans and subsequent construction raise the assessed value of the land and, therefore, would increase the contribution to the Park City School District for increased impacts.

Estimated Unit Size and Valuation

No Development Proposed

Average Unit Size (SF)	-
Total Unit Value/ SF	-
Total Unit Value	-
Total Number of Units	-

Park City Property Tax Rates	2019	2020	2021
Park City School District	0.004424	0.004308	0.004144
Park City	0.002125	0.002076	0.001898
Summit County General	0.000756	0.00073	0.000675
Park City Fire District	0.000667	0.000641	0.000595
County Assess. & Collecting	0.000155	0.00015	0.00014
Weber Basin Water	0.000153	0.000146	0.000132
Mosquito Abatement	0.000027	0.000026	0.000024
Multi-County Assess. & Collecting	0.000009	0.000012	0.000012
Total	0.008316	0.008089	0.00762

Summit County Property Tax Rates	2019	2020	2021
Summit County General	0.000756	0.00073	0.000675
Municipal Type Service Area	0.000559	0.00054	0.000502
Multi-County Assess. & Collecting	0.000009	0.000012	0.000012
County Assess. & Collecting	0.000155	0.00015	0.00014
Weber Basin Water	0.000153	0.000146	0.000132
Mosquito Abatement	0.000027	0.000026	0.000024
Park City Fire	0.000667	0.000641	0.000595
Park City School District	0.004424	0.004308	0.004144
Snyderville Basin Recreation District	0.000553	0.000756	0.000549
Snyderville Recreation District Bond	0.000248	0.000218	0.000358
Total	0.007551	0.007527	0.007131

Section XIII- Long-Term Community Impacts on Surrounding Property

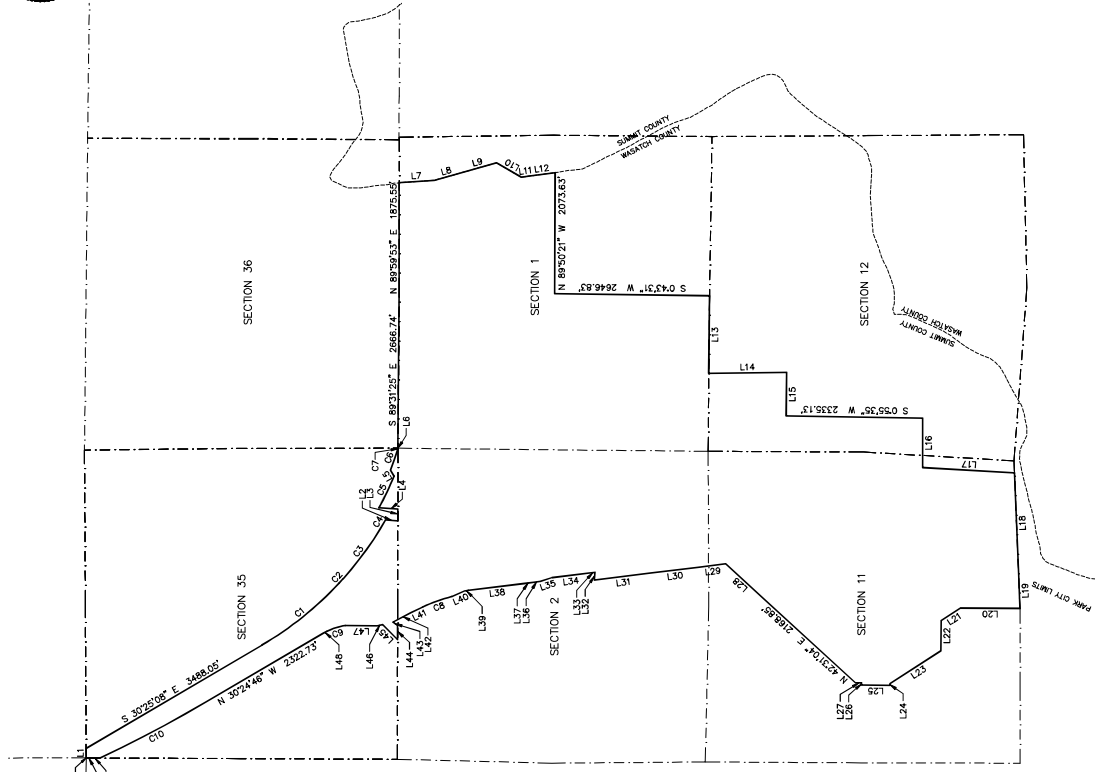
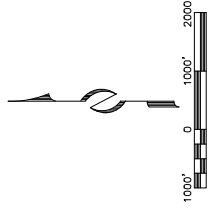
The proposed annexation is a continuation of status quo, and consistent with the 2007 Amended & Restated Development Agreement for Flagstaff Mountain, Bonanza Flat, Richardson Flat, the 20-acre Quinn's Junction Parcel and Iron Mountain, whereas the property will predominately be utilized as recreational open space, with transportation related infrastructure such as Park-N-Ride facilities. Further, due to the overwhelming growth and proposed density currently approved in the region, the proposed annexation's long-term impacts must be viewed as an overall positive, as they preserve the aesthetics of sensitive lands and natural settings, while also providing for wildlife refuge and public recreational access.

SURVEYOR'S CERTIFICATE

I, Michael Demkowicz, certify that I am a licensed Professional Land Surveyor, and that I hold License No. 4857284, as prescribed by the laws of the State of Utah. I further certify that I have prepared this plat based upon ownership information on file and of record in the Summit County Recorder. I further certify that this plat accurately represents the one Park City Municipal Corporation has petitioned to annex into its corporate limits. This plat and the description herein are for information purposes only and do not purport to represent an actual survey. I further certify that this annexation plat has been prepared in conformity with the minimum standards and regulations of the law.

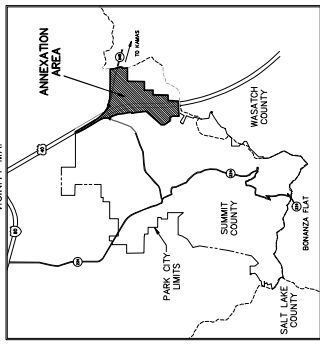


BOUNDARY DESCRIPTION

[illegible]

LINE	DIRECTION	LENGTH
L26	S 89°03'31" E	39.71
L27	N 00°00'00" E	103.66 ^a
L28	N 42°30'14" E	84.81 ^b
L29	N 07°03'48" E	466.20
L30	N 07°03'48" E	84.37 ^b
L31	N 07°02'52" E	965.75
L32	S 4°04'21" E	133.31 ^b
L33	S 07°04'23" E	120.84 ^a
L34	N 07°04'23" E	642.93 ^b
L35	N 18°22'50" E	203.96 ^b
L36	N 07°04'23" E	119.30
L37	N 07°04'23" E	150.64 ^a
L38	N 07°04'23" E	972.38 ^b
L39	N 07°02'43" E	56.38
L40	N 23°09'00" E	243.42
L41	N 26°35'34" E	223.71 ^b
L42	N 27°35'28" E	345.06
L43	S 35°04'00" E	97.42 ^a
L44	N 89°04'00" E	241.07 ^a
L45	N 45°02'39" E	361.61 ^a
L46	N 11°42'00" E	93.76 ^b
L47	N 00°00'00" E	545.08 ^a
L48	N 26°34'46" E	70.94 ^a
L49	N 00°15'27" E	139.75 ^a
L50	N 00°15'27" E	96.30 ^a

CURVE TABLE			
	RADIUS	LENGTH	DELTA
	5629.58'	1697.06'	16°40'46"
	5829.58'	103.98'	1°01'19"
	5829.58'	1064.09'	1°02'37"
	5829.58'	177.66'	1°44'46"
	5629.58'	599.62'	6°06'10"
	5534.58'	362.84'	3°57'48"
	5534.58'	15.15'	0°09'24"
	2664.79'	535.20'	11°30'26"
	1025.92'	328.80'	18°21'46"
	231.58.31'	2055.02'	5°05'19"

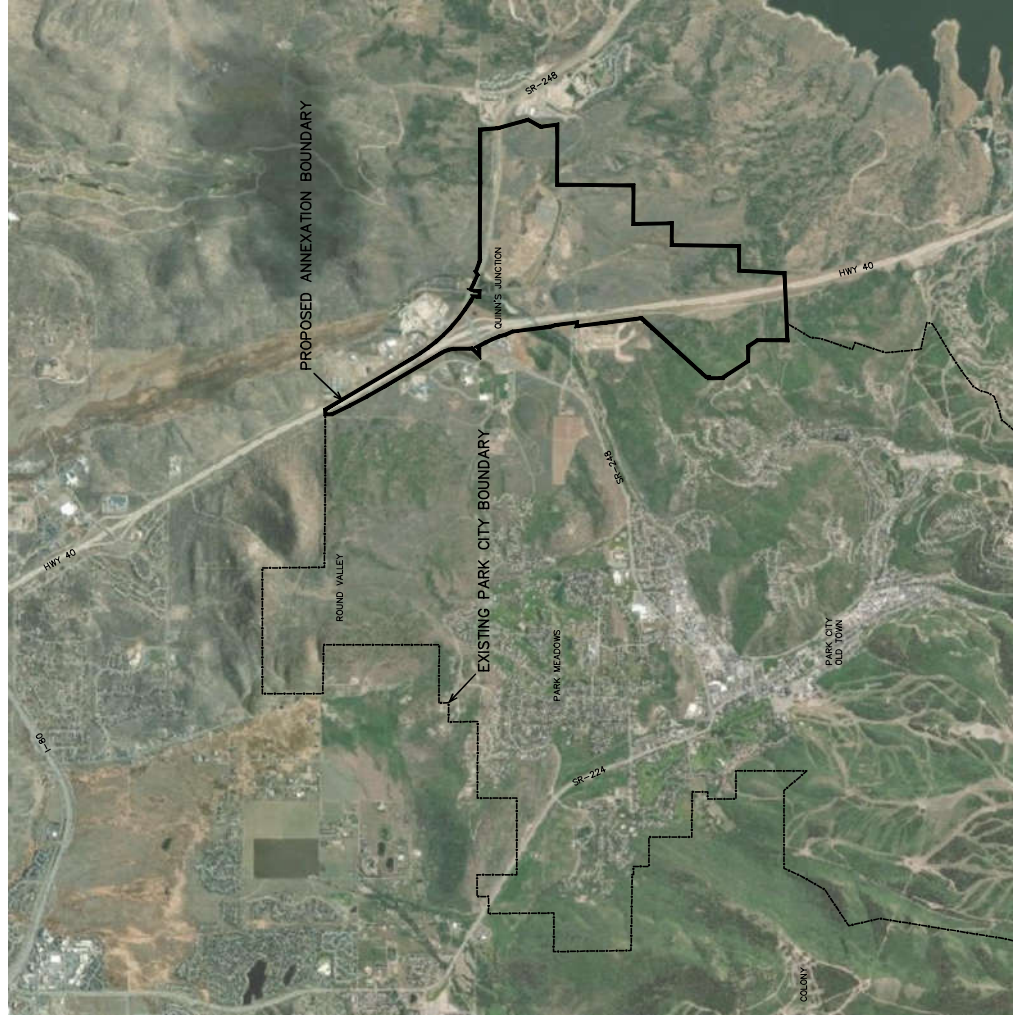


SOUTHEAST QUINN'S JUNCTION ANNEXATION

LOCATED IN SECTION 35, TOWNSHIP 1 SOUTH, RANGE 4 EAST, & SECTIONS 1, 2, & 11 AND THE WEST HALF OF SECTION 12 TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, PARK CITY, SUMMIT COUNTY, UTAH

[illegible]

VICINITY MAP



SOUTHEAST QUINN'S JUNCTION ANNEXATION

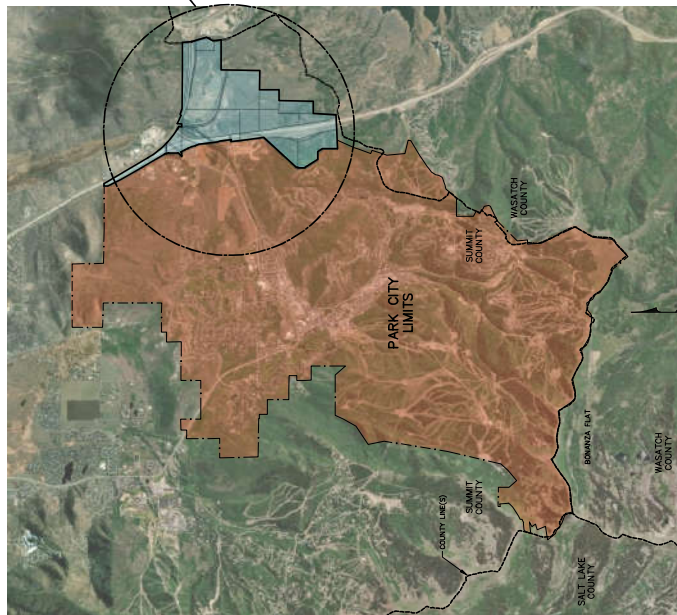
PARK CITY, UTAH

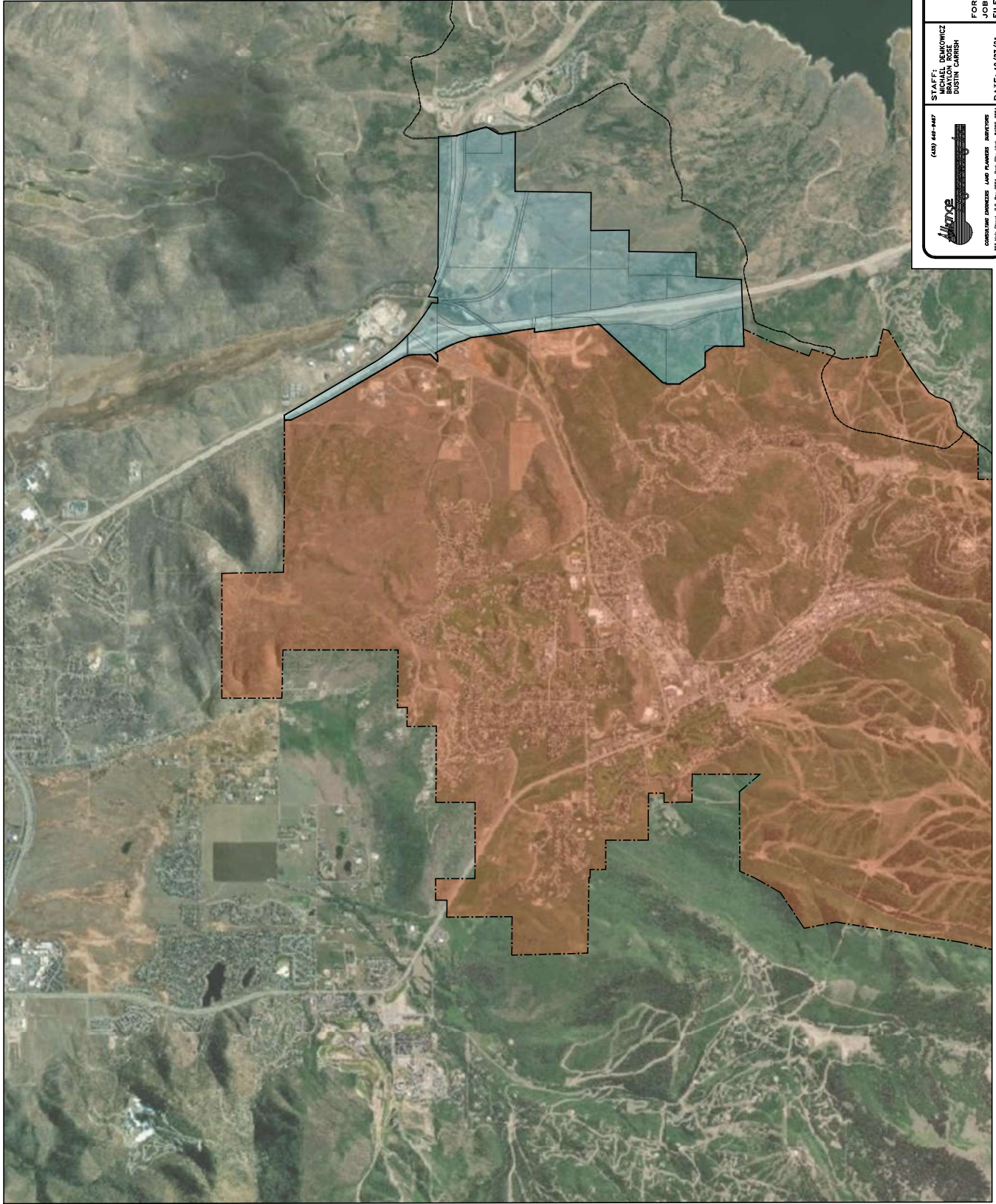
SHEET INDEX

- COVER SHEET
OPEN SPACE PRESERVATION ANNEXATION PLAT
PROPERTY OWNERSHIP
ANNEXATION AREA MAP
EXISTING CONDITIONS
SLOPE ANALYSIS AND GEOLOGIC FEATURES
WILDLIFE HABITAT AND DOMINANT VEGETATION
LAND USE HALF-MILE OFFSET
EXISTING ROADS
EXISTING TRAILS
LAND USE AND WATER RIGHTS
VIEW CORRIDORS

CIVIL ENGINEER







ANNEXATION AREA MAP

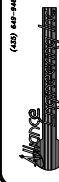
LEGEND

- PROPOSED ANNEXATION PARCELS
- PROPOSED ANNEXATION OUTLINE
- EXISTING PARK CITY LIMITS
- COUNTY LINE
- HALF-MILE ANNEXATION OFFSET



NOTES:
 1. DATA FROM UTAH AGRC DATABASE
 (GIS.UTAH.GOV) AND SUMMIT
 COUNTY GIS DATABASE
 (SUMMITCOUNTY.MAPS.ARCGIS.COM)

STAFF: DENKOWICZ
 BRAYDON ROSE
 DUSTIN CARSH

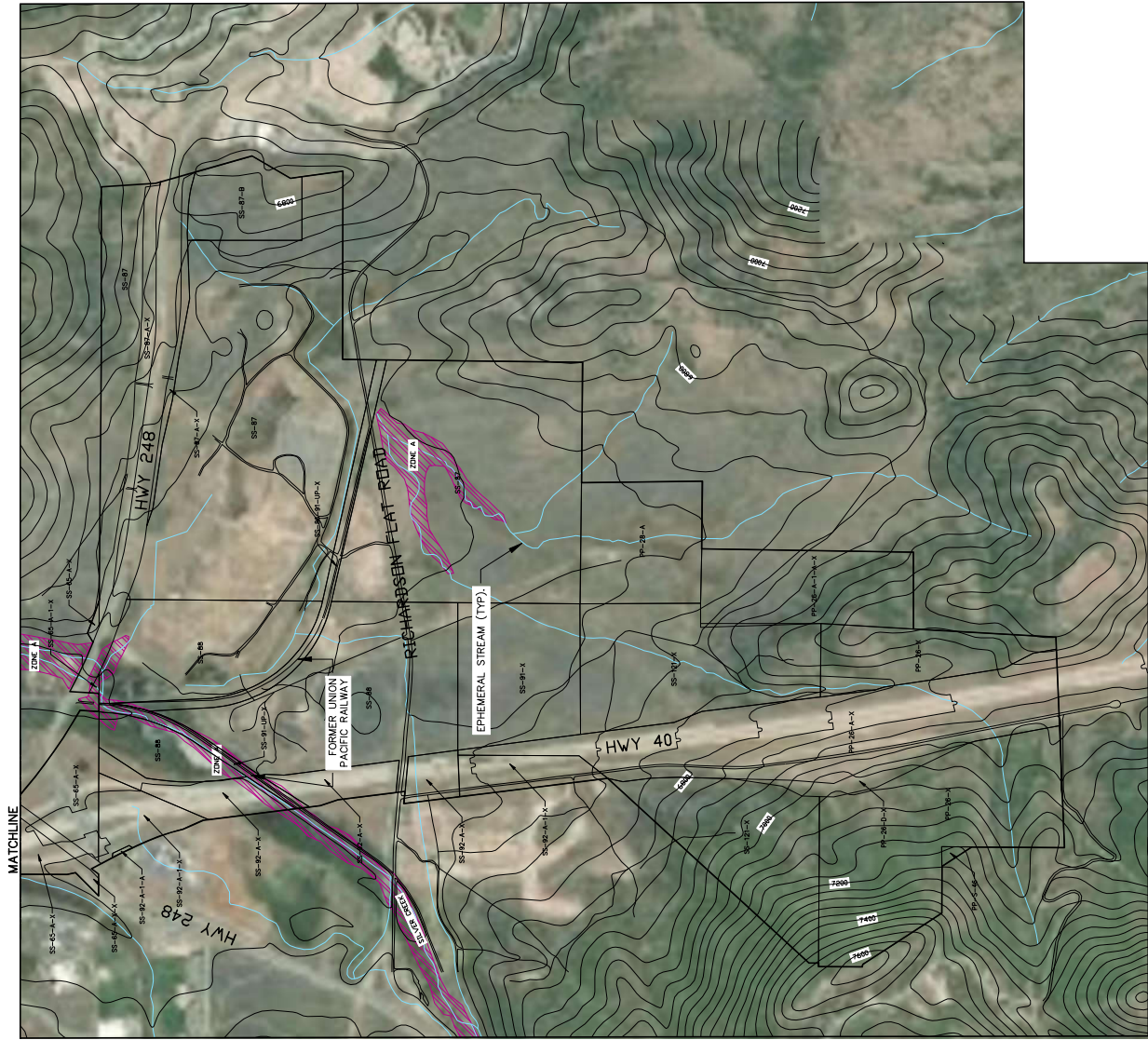


(435) 466-2447
 322 Main Street, P.O. Box 204, Park City, Utah 84302-2044

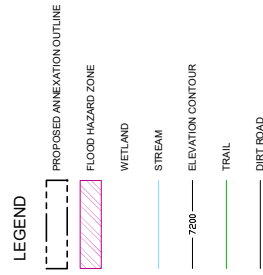
DATE: 10/27/21

OPEN SPACE PRESERVATION
 ANNEXATION
 ANNEXATION AREA MAP
 FOR: PARK CITY MUNICIPAL CORP

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 10

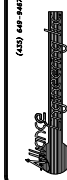


EXISTING CONDITIONS



NOTES:

1. DATA FROM UTAH AGRC DATABASE (GIS.UTAH.GOV) AND SUMMIT COUNTY GIS DATABASE (SUMMITCOUNTY.MAPS.ARCGIS.COM)
2. THIS SHEET INCLUDES INFORMATION ON FLOOD HAZARD ZONES, WETLANDS, NATURAL DRAINAGE, TRAILS, AND ROADS.



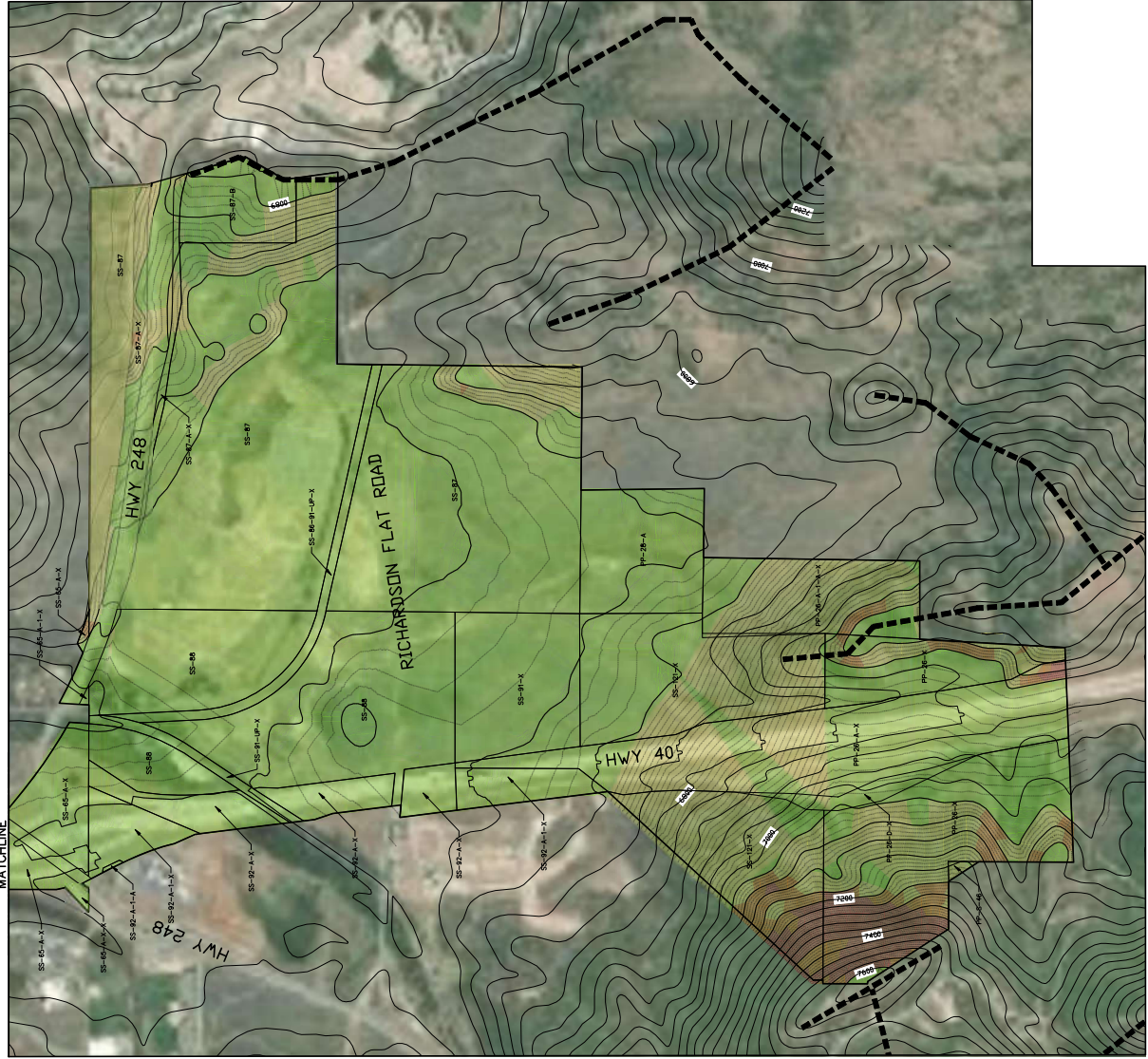
STAFF: RENKOWICZ
BAYLON ROSE
DUSTIN CARRISH

OPEN SPACE PRESERVATION
ANNEXATION
EXISTING CONDITIONS

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FOR: PARK CITY MUNICIPAL CORP
JOB NO.: 7-11-19
FILE: X:\Park City Municipal\dwg\Annexation\7-11-19 Annexation.dwg

DATE: 10/27/21

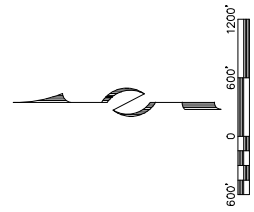


SLOPE ANALYSIS AND GEOLOGIC FEATURES

- LEGEND**
- PROPOSED ANNEXATION OUTLINE
 - ELEVATION CONTOUR
 - RIDGE LINE

SLOPES TABLE

NUMBER	MIN SLOPE	MAX SLOPE	COLOR
1	0%	15%	
2	15%	30%	
3	30%	40%	
4	40%	100%	



- NOTES:**
1. DATA FROM UTAH AGRC DATABASE (GIS.UTAH.GOV) AND SUMMIT COUNTY GIS DATABASE (SUMMITCOUNTYMAPS.ARCGIS.COM)
 2. THIS SHEET INCLUDES INFORMATION ON SLOPES AND SIGNIFICANT GEOLOGIC FEATURES.



CONSTRUCTION PROJECTS **LAND PLANNING** MANAGEMENT
322 Main Street, P.O. Box 204, Park City, Utah 84060-2044

STAFF: RENKOWICZ
MANAGER BRAYTON ROSE
DESIGNER DUSTIN CARRISH

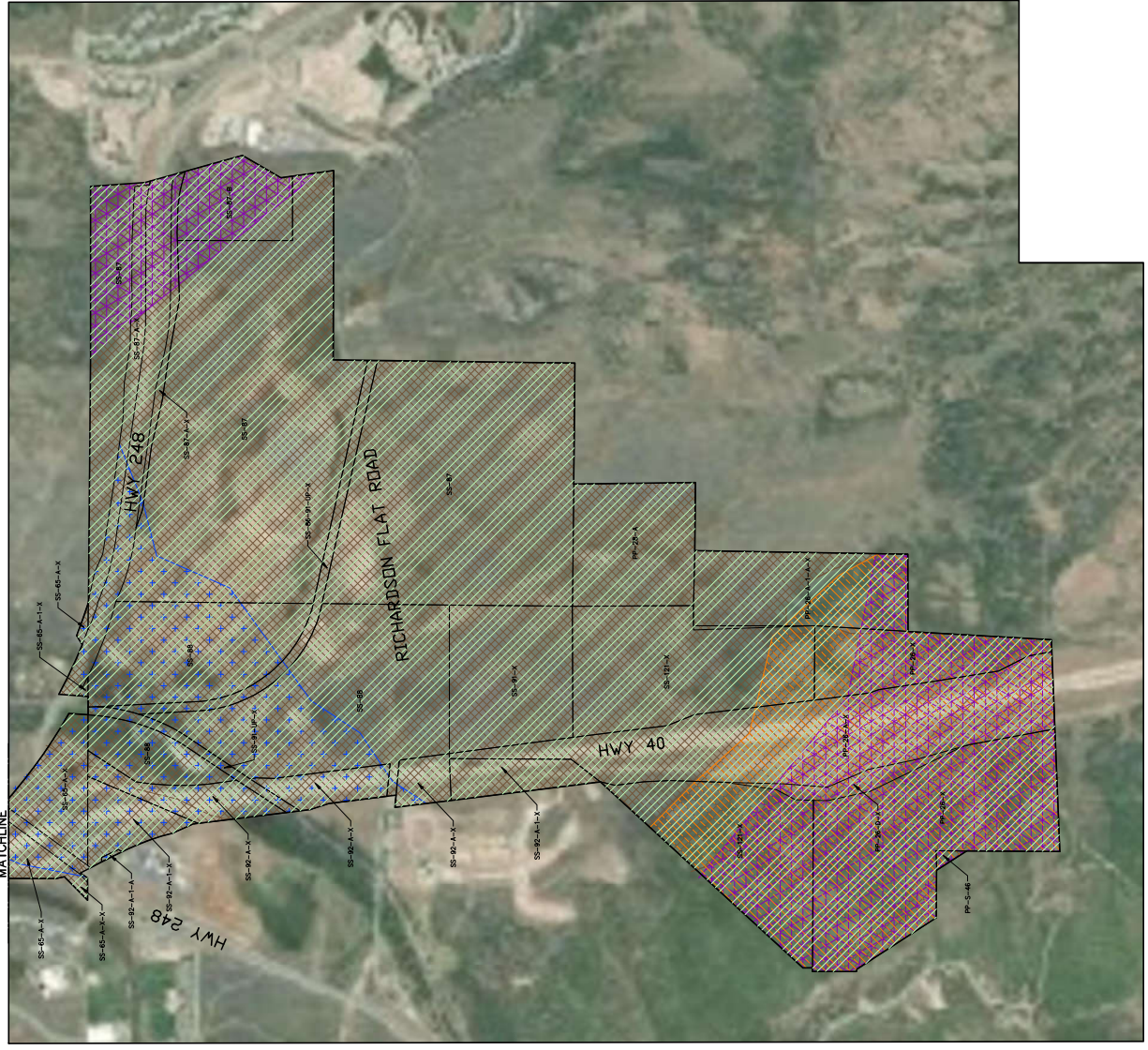
DATE: 10/27/21

**OPEN SPACE PRESERVATION
ANNEXATION
SLOPES ANALYSIS**

FOR: PARK CITY MUNICIPAL CORP

JOB NO.: 7-11-19
FILE: X:\Park City Municipal\deg\Annexation\7-11-19 Annexation.dwg

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WILDLIFE HABITAT AND DOMINANT VEGETATION

- LEGEND
- PROPOSED ANNEXATION PARCELS
 - PROPOSED ANNEXATION OUTLINE
 - BLACK BEAR HABITAT
 - DUSKY GROUSE HABITAT
 - ELK HABITAT
 - MULE DEER HABITAT
 - MOOSE HABITAT



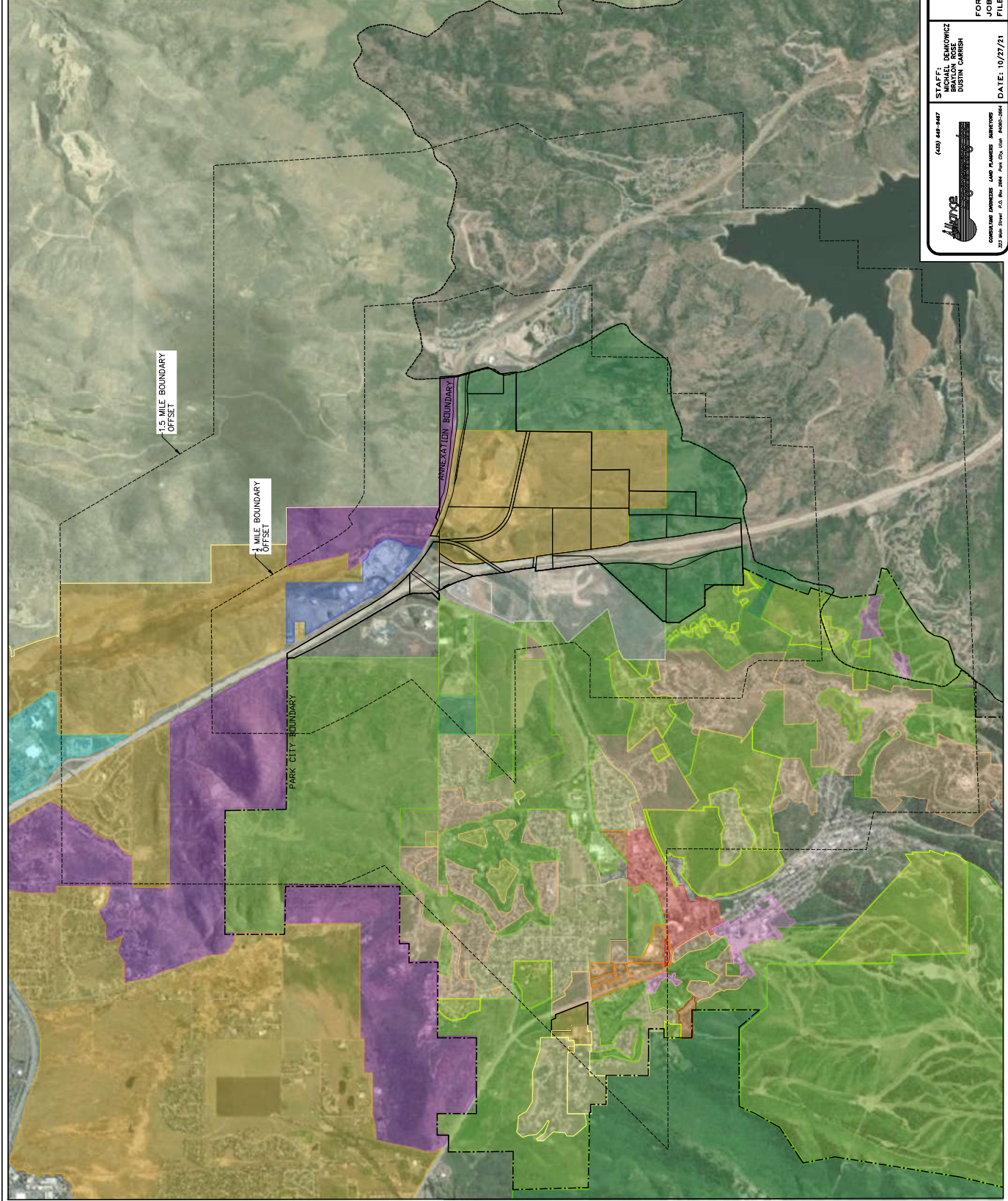
- NOTES:
1. DATA FROM UTAH AGRC DATABASE (GIS.UTAH.GOV) AND SUMMIT COUNTY GIS DATABASE (SUMMITCOUNTY.MAPS.ARCGIS.COM)
 2. DOMINANT VEGETATION GENERALLY CONSISTS OF SHRUBLAND WITH SMALL PATCHES OF GRASSLAND AND FOREST (PER NRCS)
 3. THIS SHEET INCLUDES INFORMATION ON WILDLIFE HABITAT AND VEGETATION.

 (435) 446-2487 322 Main Street, P.O. Box 204, Park City, Utah 84060-2044 CONSULTING ENGINEERS LAND PLANNERS ARCHITECTS	STAFF: RENKOWICZ BRAYTON ROSE DUSTIN CARRISH	OPEN SPACE PRESERVATION ANNEXATION WILDLIFE HABITAT	SHEET 5 OF 10
	DATE: 10/27/21	FOR: PARK CITY MUNICIPAL CORP JOB NO.: 7-11-19 FILE: X:\Park City Municipal\dwg\Annexation\7-11-19 Annexation.dwg	

LAND USE OFFSETS

LEGEND

- PROPOSED ANNEXATION PARCELS
- PROPOSED ANNEXATION OUTLINE
- EXISTING PARK CITY LIMITS
- COUNTY LINE
- ANNEXATION OFFSETS
- COUNTY ZONING - AG GRAZING
- COUNTY ZONING - COMMUNITY COMMERCIAL
- COUNTY ZONING - HILLSIDE STEWARDSHIP
- COUNTY ZONING - MOUNTAIN REMOTE
- COUNTY ZONING - RURAL RESIDENTIAL
- COUNTY ZONING - SERVICE COMMERCIAL
- CITY ZONING - COMMUNITY TRANSITION
- CITY ZONING - ESTATE
- CITY ZONING - PRESERVED OPEN SPACE
- CITY ZONING - RECREATION COMMERCIAL
- CITY ZONING - RESIDENTIAL DEVELOPMENT MEDIUM
- CITY ZONING - RESIDENTIAL DEVELOPMENT OPEN SPACE
- CITY ZONING - SINGLE FAMILY
- CITY ZONING - GENERAL COMMERCIAL



1500' 0 1500' 3000'

- NOTES:
- DATA FROM UTAH AGRC DATABASE (GIS.UTAH.GOV) AND SUMMIT COUNTY GIS DATABASE (SUMMITCOUNTY.MAPS.ARCGIS.COM)
 - PARK CITY ZONING DATA FROM UTAH-PARKCITY.OPENDATA.ARCGIS.COM

STAFF: RENKOWICZ
BRAYLON ROSE
DUSTIN CARSH

DATE: 10/27/21

FOR: PARK CITY MUNICIPAL CORP

FILE: X:\Park City Municipal\Map\Annexation\7-11-19 Annexation.dwg

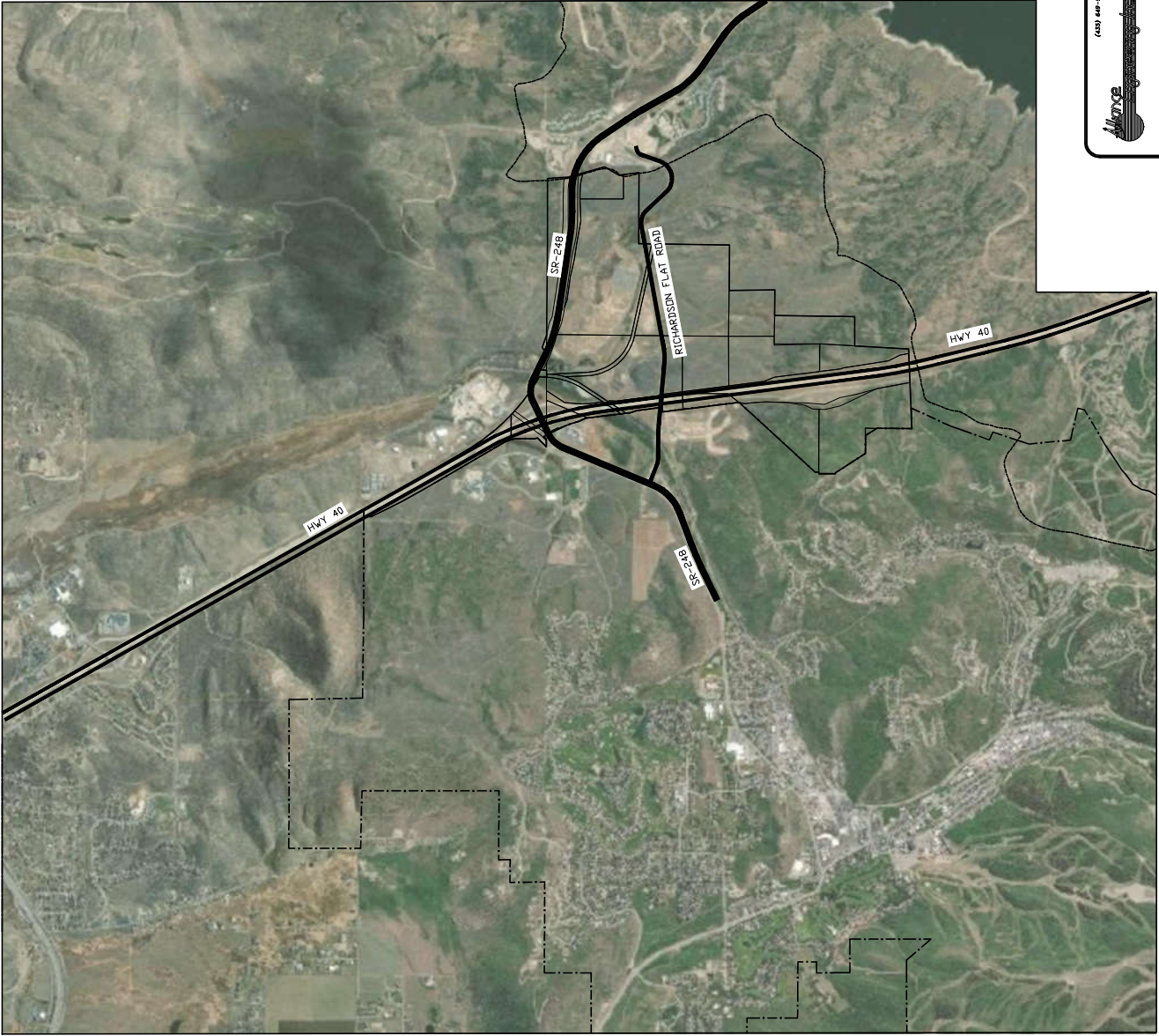
OPEN SPACE PRESERVATION
ANNEXATION
LAND USE OFFSETS

SHEET 6 OF 10

EXISTING ROADS

LEGEND

-  PROPOSED ANNEXATION PARCELS
-  PROPOSED ANNEXATION OUTLINE
-  EXISTING PARK CITY LIMITS
-  COUNTY LINE
-  PAVED ROAD

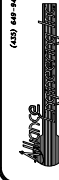


NOTES:

1. DATA FROM UTAH AGRC DATABASE (GIS.UTAH.GOV) AND SUMMIT COUNTY GIS DATABASE (SUMMITCOUNTY.MAPS.ARCGIS.COM)
2. NOT ALL ROADS ARE SHOWN ON THIS MAP. ONLY PAVED ROADS THAT INTERSECT OR ABUT THE ANNEXATION AREA ARE SHOWN.
3. THERE ARE NO ROADS OR DEVELOPMENT PROPOSED WITH THIS ANNEXATION PETITION.

STAFF: RENKOWICZ
BRAYTON ROSE
DUSTIN CARRISH

DATE: 10/27/21

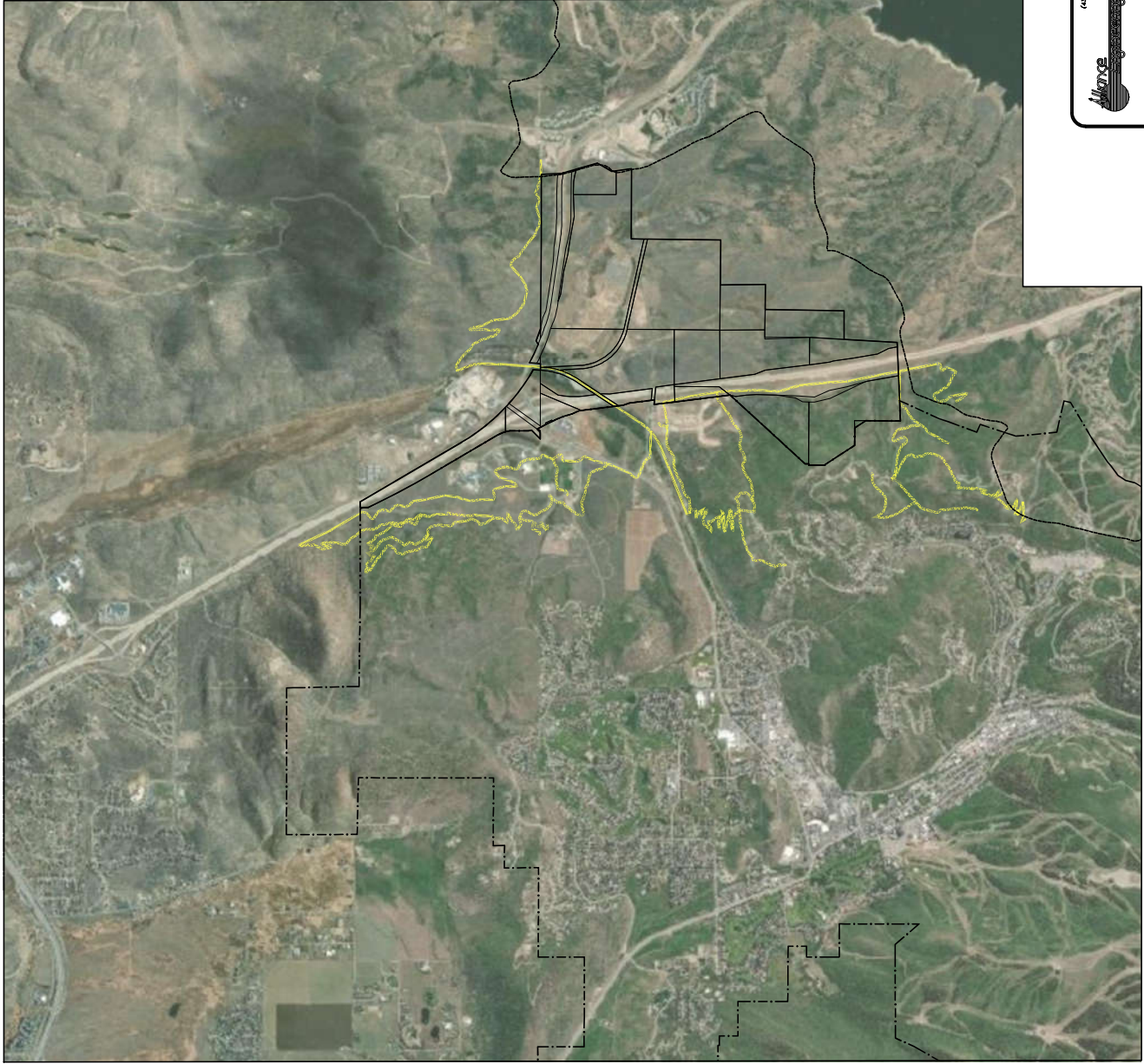


CONSULTING ENGINEER: JAMES R. HARRIS, P.E.
222 Main Street, P.O. Box 204, Park City, Utah 84060-2044

OPEN SPACE PRESERVATION
ANNEXATION
EXISTING ROADS

FOR: PARK CITY MUNICIPAL CORP
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FILE: X:\Park City Municipal\dwg\Annexation\7-11-19 Annexation.dwg

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EXISTING TRAILS

LEGEND

- PROPOSED ANNEXATION PARCELS
- PROPOSED ANNEXATION OUTLINE
- EXISTING PARK CITY LIMITS
- COUNTY LINE
- EXISTING TRAIL

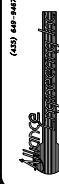


NOTES:

1. DATA FROM UTAH AGRC DATABASE (GIS.UTAH.GOV) AND SUMMIT COUNTY GIS DATABASE (SUMMITCOUNTY.MAPS.ARCGIS.COM)
2. NOT ALL ROADS ARE SHOWN ON THIS MAP. ONLY PAVED ROADS THAT INTERSECT OR ABUT THE ANNEXATION AREA ARE SHOWN.
3. THERE ARE NO ROADS OR DEVELOPMENT PROPOSED WITH THIS ANNEXATION PETITION.

STAFF: RENKOWICZ
BRAYTON ROSE
DUSTIN CARRISH

DATE: 10/27/21



COMPLIANCE DOCUMENTS LAND PLANNING SERVICES
322 Main Street, P.O. Box 204 Park City, Utah 84002-2044

OPEN SPACE PRESERVATION
ANNEXATION
EXISTING TRAILS

FOR: PARK CITY MUNICIPAL CORP
JOB NO.: 7-11-19
FILE: X:\Park City Municipal\dwg\Annexation\7-11-19 Annexation.dwg

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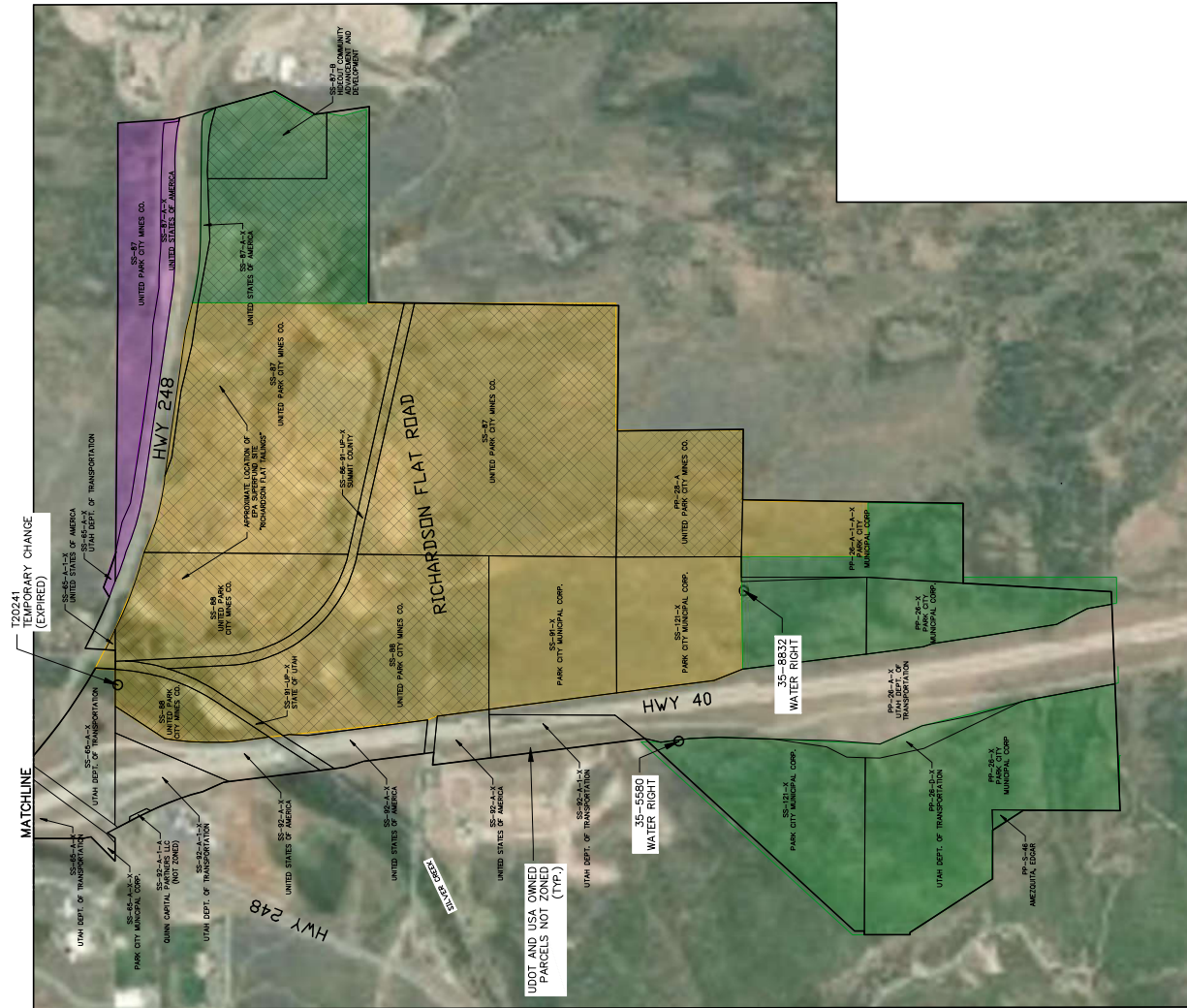
LAND USE AND WATER RIGHTS



NOTES:

1. DATA FROM UTAH AGRC DATABASE (GIS.UTAH.GOV) AND SUMMIT COUNTY GIS DATABASE (SUMMITCOUNTY.MAPS.AGRGIS.COM)
2. WATER RIGHTS DATA FROM WATERRIGHTS.UTAH.GOV
3. THIS SHEET INCLUDES INFORMATION ON LAND USE, DENSITY, AND WATER RIGHTS.
4. EPA SUPERFUND SITE DATA FROM EPA.GOV/SUPERFUND, LAND USE AND GROUNDWATER RESTRICTIONS MAY BE REQUIRED FOR LONG TERM REMEDY AT SUPERFUND SITE.
5. DEVELOPMENT POTENTIAL:
 - 5.1. PUBLICLY OWNED PROPERTY WILL HAVE A DENSITY OF 0 UNITS/ACRE
 - 5.2. PARCEL SS-92-A-1-A BASE DENSITY HAS NOT BEEN DETERMINED DURING THIS ANNEXATION
 - 5.3. PARCELS OWNED BY UNITED PARK CITY MINES CO. WILL HAVE THE SAME BASE DENSITY AS CURRENT ZONING:
 - 5.3.1. PARCEL PP-28-A (40 ACRES):
RURAL RESIDENTIAL, 1 UNIT/20 ACRES
40 ACRES = 2 UNITS
 - 5.3.2. PARCEL SS-87 (380 ACRES):
RURAL RESIDENTIAL, 1 UNIT/20 ACRES
268.09 ACRES = 13 UNITS
MOUNTAIN REMOTE, 1 UNIT/120 ACRES
61.42 ACRES = 0 UNITS
HILLSIDE STEWARDSHIP, 1 UNIT/30 ACRES
50.49 ACRES = 1 UNIT
 - 5.3.3. PARCEL SS-88 (166.27 ACRES):
RURAL RESIDENTIAL, 1 UNIT/20 ACRES
166.27 ACRES = 8 UNITS
- TOTAL UNITS = 24

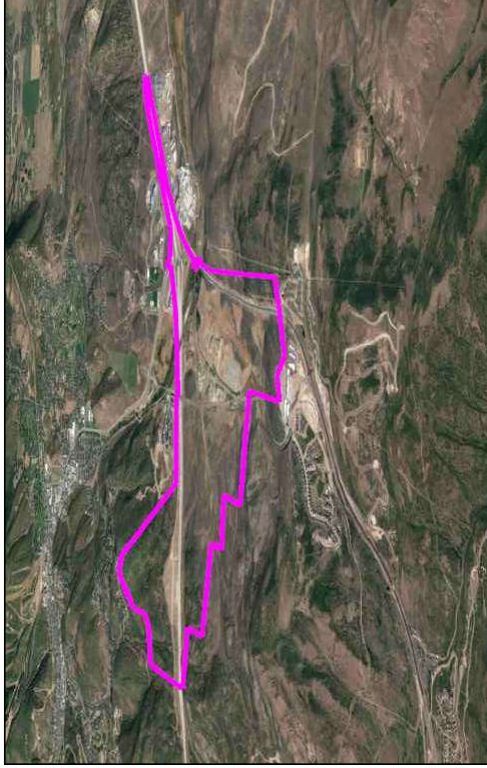
TOTAL UNITS = 24



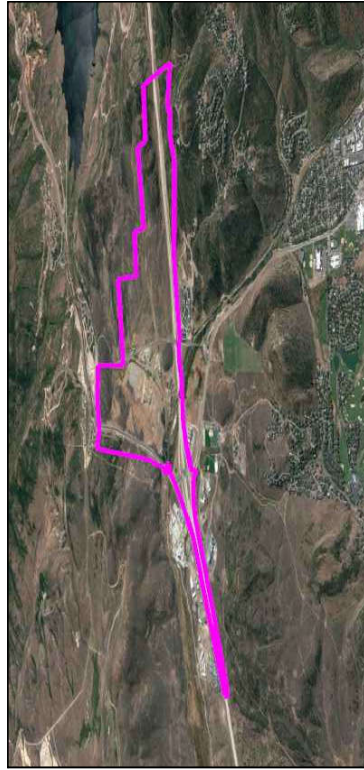
 CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 321 Main Street P.O. Box 284 New City, Utah 84050-2844 (435) 642-9427	STAFF: MICHAEL DOMONWICZ MICHAEL DOMONWICZ DUSTIN CARRISH	OPEN SPACE PRESERVATION ANNEXATION LAND USE FOR: PARK CITY MUNICIPAL CORP JOB NO.: 7-11-19 FILE: X:\Park City\Map\dep\Annexation\7-11-19 Annexation.dwg	SHEET 9 OF 10
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LOOKING SOUTHERLY



LOOKING WESTERLY



LOOKING EASTERLY



LOOKING NORTHERLY

 STAFF: DEAN KOWICZ BRYAN ROSE DUSTIN CARRISH DATE: 10/27/21	OPEN SPACE PRESERVATION ANNEXATION VIEW CORRIDORS FOR: PARK CITY MUNICIPAL CORP JOB NO.: 7-11-19 FILE: X:\Park City Municipal\deg\Annexation\7-11-19 Annexation.dwg	SHEET 10 OF 10
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Southeast Quinn's Junction Annexation Petition



APPENDIX

- RICHARDSON FLAT TAILINGS BACKGROUND
- SNYDERVILL BASIN GENERAL PLAN & QUINNS JUNCTION AREA
- UTAH WILDFIRE RISK ASSESSMENT
- PARK CITY SCHOOL DISTRICT MAP
- PARK CITY FIRE DISTRICT MAP
- SUMMIT COUNTY RESOURCE ASSESSMENT
- WASATCH COUNTY RESOURCE ASSESSMENT
- JORDANELLE SPECIALLY PLANNED AREA (JSPA) PLAN BOOK
- 1998 RESOLUTION TO AMEND FLAGSTAFF MOUNTAIN DEVELOPMENT PARAMETERS
- 1999 RESOLUTION 20-99 AUTHORIZING THE FLAGSTAFF MOUNTAIN DEVELOPMENT AGREEMENT
- 1999 DEVELOPMENT AGREEMENT FOR FLAGSTAFF MOUNTAIN, BONANZA FLAT, RICHARDSON FLAT, THE 20-ACRE QUINN'S JUNCTION PARCEL AND IRON MOUNTAIN
- 2002 SUMMIT COUNTY & PARK CITY QUINN'S JUNCTION JOINT PLANNING DOCUMENTS
- PARK CITY GENERAL PLAN- QUINN'S JUNCTION NEIGHBORHOOD
- 2007 AMENDED & RESTATED DEVELOPMENT AGREEMENT FOR FLAGSTAFF MOUNTAIN, BONANZA FLAT, RICHARDSON FLAT, THE 20-ACRE QUINN'S JUNCTION PARCEL AND IRON MOUNTAIN

RICHARDSON FLAT TAILINGS PARK CITY, UT

Cleanup Activities

On this page:

- Background
- [What Is the Current Site Status?](#)

On related pages:

- Operable Units
- [Cleanup Progress](#)

Background

The Richardson Flat Tailings site is located near Park City, Utah. The site is comprised of multiple Operable Units, or areas, including a tailings impoundment that holds about seven million tons of tailings (Richardson Flat tailings impoundment – OU1), an approximately six-mile-long reach of Silver Creek with an unknown amount of upland, riparian and instream tailings deposits, and draining water from a second tailings impoundment (Prospector Square tailings impoundment). EPA proposed the site for listing on the Superfund Program's National Priorities List (NPL) in 1988, but ultimately decided not to pursue final listing on the NPL. EPA and two potentially responsible parties (PRPs) are currently evaluating the Silver Creek tailings deposits and the water draining from the second tailings impoundment. For these portions of the site, EPA and the PRPs are currently collecting environmental data to understand the nature and extent of contamination and to inform remedy selection.

The Richardson Flat tailings impoundment (OU1) consists of a tailings dam and an impoundment area. Historic aerial photos show that a tailings pile existed as early as 1953. The most recent tailings disposal in the area took place from 1975 to 1981, when United Park City Mines (UPMC) leased its mining operations to Noranda Mining and Park City Ventures. The location of the tailings impoundment is owned by UPCM. In 1989, EPA and State of Utah officials observed mine tailings at the site sinking into an on-site diversion ditch and Silver Creek. During the 1990s, UPCM did some voluntary work at the site, including covering most of the tailings pile with clean, low-permeability soil and reseeded the site. The diversion ditch was also improved.

Remedy construction at OU1 was completed by UPCM, with EPA oversight, included consolidating tailings material within the main impoundment, installing a wedge buttress to support the main embankment, and removal of sediments within the wetland area. All of these actions are complete. The Richardson Flat tailings impoundment is to be capped after remedial actions are completed at other portions of the site, which may affect the tailings impoundment.

What Is the Current Site Status?

The Richardson Flat tailings impoundment remedy addresses mine tailings in several areas of the site and sediments and surface water within the site boundary. Cleanup activities at OU1 include excavation, containment, future disposal of mine tailings from the Park City area within the tailings impoundment, placement of restrictions on future land and groundwater use, and surface water monitoring. Since waste remains on site, EPA will continue to conduct five-year reviews to make sure the remedy remains protective of human health and the environment.

The second five-year review, completed in 2018, found the remedy at OU1 currently protects human health and the environment because tailings and sediments have been excavated, tailings are contained through capping with clean soil, and surface waters exiting the site are below water quality standards. However, for the remedy to be protective in the long term, the following action needs to be taken: implement institutional controls that include restrictions on future land and groundwater use. Additionally, it was noted that a final operations and maintenance plan has not been prepared.

DECEMBER 17, 2019

SNYDERVILLE BASIN GENERAL PLAN

Adopted by Ordinance 839
June 17, 2015

Planning Staff

Pat Putt, Community Development Director
Peter Barnes, Planning and Zoning Administrator
Jennifer Strader, Senior Planner

Snyderville Basin Planning Commission

Mike Franklin, Chair
Bea Peck, Vice-Chair
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Summit County Council

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SNYDERVILLE BASIN GENERAL PLAN

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Chapter 1

Vision and Background

MISSION STATEMENT

Summit County (the “County”) hereby establishes the mission of the General Plan (“the Plan”) for the Snyderville Basin (the “Basin”) as follows: “to preserve natural open space and vistas, prevent suburban sprawl, and promote our mountain resort community” (the “Mission”). This Mission will be accomplished through well managed growth that clusters density into designated mixed use areas, protects the natural environment, and supports recreation. The result will allow for a community and an economy that are diverse, cohesive, and sustainable.

ROLES OF THE GENERAL PLAN AND DEVELOPMENT CODE

The growth management plan for the Basin consists of this Plan and Snyderville Basin Development Code (the “Code”). The purpose of this Plan is to set forth the vision, mission, character, goals, objectives, and policies for the Basin. This Plan is an advisory document. The Code is the regulatory document that contains the rules and regulations for development that implements this Plan. The Code ensures the viability of this Plan by requiring that development applications are generally consistent with the spirit of this Plan. Unless otherwise defined herein, capitalized terms used herein have the meanings assigned to them in the Code.

GOALS

In concert with the community vision and in support of the Mission, the goals of the 2014 update to the Plan are to promote the following:

- Sustainability, both in terms of development and the environment
- Quality growth and economic development that provides a positive contribution to the community’s quality of life and the mountain resort economy
- Preservation of open space, view corridors and scenic mountainsides
- Preservation of Critical Lands (as defined in Section 10-4-3 of the Code) natural resources and the environment, including clean air and water
- Provide for interconnectivity and traffic mitigation through a variety of creative alternatives for all modes of transportation
- Provision and inclusion of affordable housing
- Healthy lifestyles based on resort and year round recreational opportunities compatible with a resort/residential community
- Preservation, recognition, and adaptive reuse of culturally significant structures, sites, and uses

BACKGROUND

In mid-2009, the Snyderville Basin Planning Commission (the “Planning Commission”) began the process of reviewing the 2004 General Plan for updates, which was last

completed in 1998. The intent of this update is to make this Plan a more current and understandable document for the public and the Planning Commission as it guides future growth.

As part of this update, the Planning Commission sought to clarify the intent of the Plan, and ensure that the policies and implementation mechanisms of the Plan and Code would truly help meet the community priorities.

Community involvement has been a central part of the update process. In 2009, a subcommittee of the Planning Commission was formed to begin work on initial edits to the Plan. Based on their feedback, in April of 2010, the Planning Commission held two community open houses and conducted a survey. In the summer of 2011, the Planning Commission held workshops with each neighborhood planning area. Public hearings were held on each element of the Plan in 2011, and more work sessions and hearings were held in 2012. On February 26, 2014, the Summit County Council approved Phase I of the Plan. A subcommittee of the Planning Commission was then formed to begin work on Phase II of the Plan.

From these open houses and workshops, the Planning Commission identified many community priorities and substantially reworked the mission statement to better reflect these priorities.

This Plan has also been substantially reformatted. While core principles remain in place, the format has been changed and the language simplified to communicate clear intent. Regulatory language remaining from the 1998 Plan has been removed and placed in the Code where appropriate. Policies have been divided into chapters and each chapter is based on a topic such as the environment, cultural and natural resources, and open space. The redesign is intended to make the Plan easier to follow and more effective to implement.

COMMUNITY VISION

Over 200 Basin residents participated in the 2010 open houses and hundreds more at the 2011 Neighborhood workshops. The many activities included a prioritization exercise where the public was asked to rank various topics, such as open space, recreation, and walkability. Based on that exercise, the Planning Commission learned that the issues, identified from most important to least important, were:

1. Open Space
2. Recreation
3. Walkability
4. Wildlife
5. Less Density
6. Critical Land Protection
7. Water Conservation
8. Affordable Housing
9. Mass Transit
10. Traffic
11. Natural Resource Preservation

12. Local Economy
13. Recycling/Compost
14. Local Food
15. Energy Efficiency
16. Mixed Use Development
17. Growth
18. Green Building/Construction

MOVING FORWARD

State government forecasts for population growth in the County, and the Basin in particular, clearly demonstrate a need to prepare by the Summit County Council (the "County Council") and the Planning Commission. This Plan and Code, as amended, are designed to better encourage economic growth and diversification and to manage development and redevelopment in a manner that will preserve and enhance the Basin's quality of life, and in conformity with Section 17-27a-102 (a) of the Utah State Code which sets forth the standards for land use management:

(a) The purposes of this chapter are to provide for the health, safety, and welfare, and promote the prosperity, improve the morals, peace and good order, comfort, convenience, and aesthetics of each county and its present and future inhabitants and businesses, to protect the tax base, to secure economy in governmental expenditures, to foster the state's agricultural and other industries, to protect both urban and nonurban development, to protect and ensure access to sunlight for solar energy devices, to provide fundamental fairness in land use regulation, and to protect property values.

This Plan reflects coordinated regional land use planning by and among the County for Basin and Eastern Summit County and Park City Municipal in preparation for anticipated growth.

The residents of the Basin agree that open space in the mountain setting of the Basin provides aesthetic value, recreational opportunities, wildlife management and protection, and promotes an amenity-rich community. Those amenities include:

- Large Tracts of Contiguous Open Space
- Recreation
- Interconnected Trail Systems (Walkability)
- Wildlife Preservation
- Density in Town and Resort Centers
- Sensitive Lands Protections
- Water Conservation
- Affordable Housing
- Mass Transit
- Traffic and Transportation Management
- Natural Resource Preservation
- Local Economy Protection and Enhancement

These core values define the purpose for land use planning and regulation to preserve and enhance the Basin. This Plan embraces and protects the mountain resort economy and character of the Basin by discouraging, and to the extent possible prohibiting, certain suburban development patterns which erode the unique character of the Basin. To that end, suburban development patterns in the Basin should be mountain resort in nature, with low densities of one unit per one hundred and twenty (120) acres, one unit per forty (40) acres, one unit per thirty (30) acres, one unit per twenty (20) acres, and one unit per ten (10) acres in certain instances. However, certain parcels of land may have previously approved and vested development entitlements by virtue of pre-existing development agreements, consent agreements, or settlement agreements. These agreements may have resulted in densities that are higher than the base densities described above.

MIXED USE AREAS

This Plan guides the growth and economic development of the Basin to occur in harmony with the unique aesthetic qualities of a mountain environment. Town Centers and Resort Centers are permitted in designated locations that are intended as areas where density should be concentrated. Each type of center serves a specific function as further stated in the Plan. The character of these centers, particularly the Town Centers, should be designed to reflect both traditional and new patterns in urban communities and phased to ensure proper growth and concurrency management.

These mixed use areas should benefit, not detract from, the general health, safety and welfare of the entire community. A variety of smart growth strategies to locate development in the most suitable locations should be considered. These strategies may include the use of density transfers, land acquisitions, conservation easements, and clustered development principles.

The Basin's changing demographics have created an economy no longer solely dependent on seasonal mountain resort business. Social and economic diversity and its associated demands are encouraged for the long term health of the Basin. Accordingly, this Plan and Code form a foundation for the complex, long range use of land through managed growth--balanced between competing demands of residential and commercial interests and preservation of ample and continuous natural areas and open spaces.

SUSTAINABILITY

The long term success of the Snyderville Basin will depend largely on future sustainability efforts. This Plan addresses sustainability throughout each Chapter, and more specifically in Chapter 5. Sustainability Goals, Objectives, and Policies in each Chapter are identified with this symbol:



ANNUAL REVIEW

This Plan will be reviewed on an annual basis.

QUINN'S JUNCTION

Location

Quinn's Junction is generally located at the intersection of SR-248 and US-40. It begins on the south boundary of the existing Space Place Storage units; it is bordered on the east by the Rail Trail; it is bordered on the west by US-40.

The southeast section of Quinn's Junction is south of SR-248; it is bordered on the west by US-40 and bordered on the east by the Wasatch County line; it extends south to the Wasatch County line. There is a small section of this neighborhood that is located west of US-40 and east of the Park City Municipal boundary.

The property located west of US-40 is north of SR-248 and is surrounded by property in Park City Municipal's boundary.

Zoning

The zoning in this neighborhood is a combination of Service Commercial (SC), Rural Residential (RR), Hillside Stewardship (HS), and Mountain Remote (MR). The base density in the RR zone is 1 unit per 20 acres; the base density in the HS zone is 1 unit per 30 acres; the base density in the MR zone is 1 unit per 120 acres. The density in the SC zone is determined by the ability of the proposed development to meet all required development and performance standards and criteria set forth in the Development Code.

Neighborhood Description

The property located in the Quinn's Junction neighborhood is relatively flat and very visible from SR-248 and US-40. There are existing industrial and service commercial uses, a stream corridor, large blocks of undeveloped land, a small section of the Rail Trail, and a significant area containing soils contaminated by mine tailings and used for remediation elsewhere.

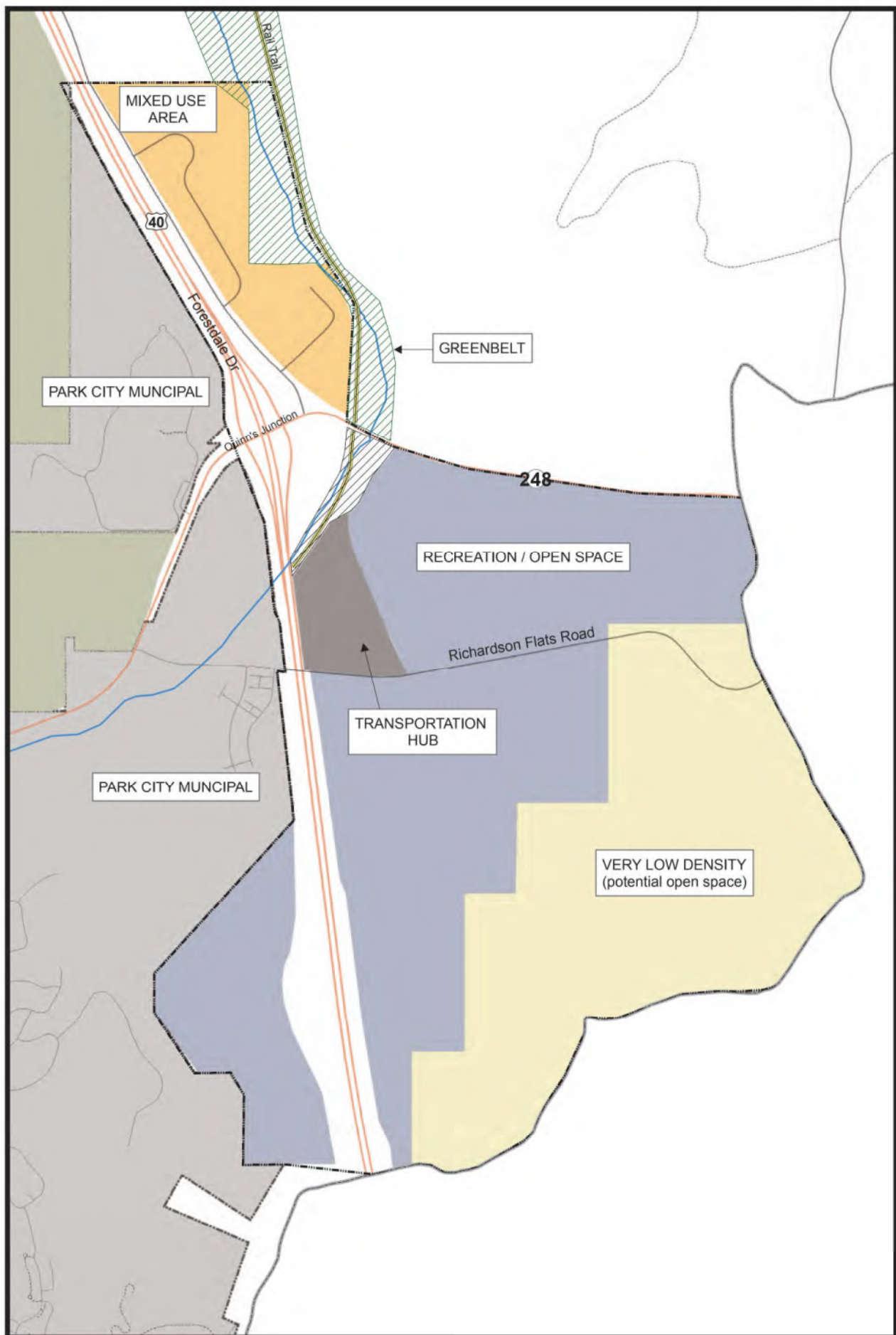
The types of uses in this area support a viable economy in Summit County. Recognizing this,

the continued use of and the expansion of additional service commercial and industrial uses should be considered, especially near the existing development located in the northeast quadrant of SR-248 and US-40. Appropriate uses may include general offices, business parks, manufacturing, and other service related and industrial uses.

The Pace Frontage Road is a popular route for bikers. Future development plans should include appropriate truck routes to the individual uses that are designed to serve the area, while ensuring the safety of other users on the frontage road. Additional impacts associated with industrial uses include noise, odors, dust, air quality, and other significant environmental concerns. All of these impacts need to be evaluated and appropriately mitigated.

This neighborhood is adjacent to Park City Municipal and Wasatch County. Ongoing communication with these jurisdictions is vital to ensure appropriate growth strategies are implemented that respond to the needs of each community, both individually and on a regional level.





**Quinns Junction Neighborhood Planning Area
Future Land Use Map**



Utah Wildfire Risk Assessment Park City

Derived from www.UtahWildfireRisk.com

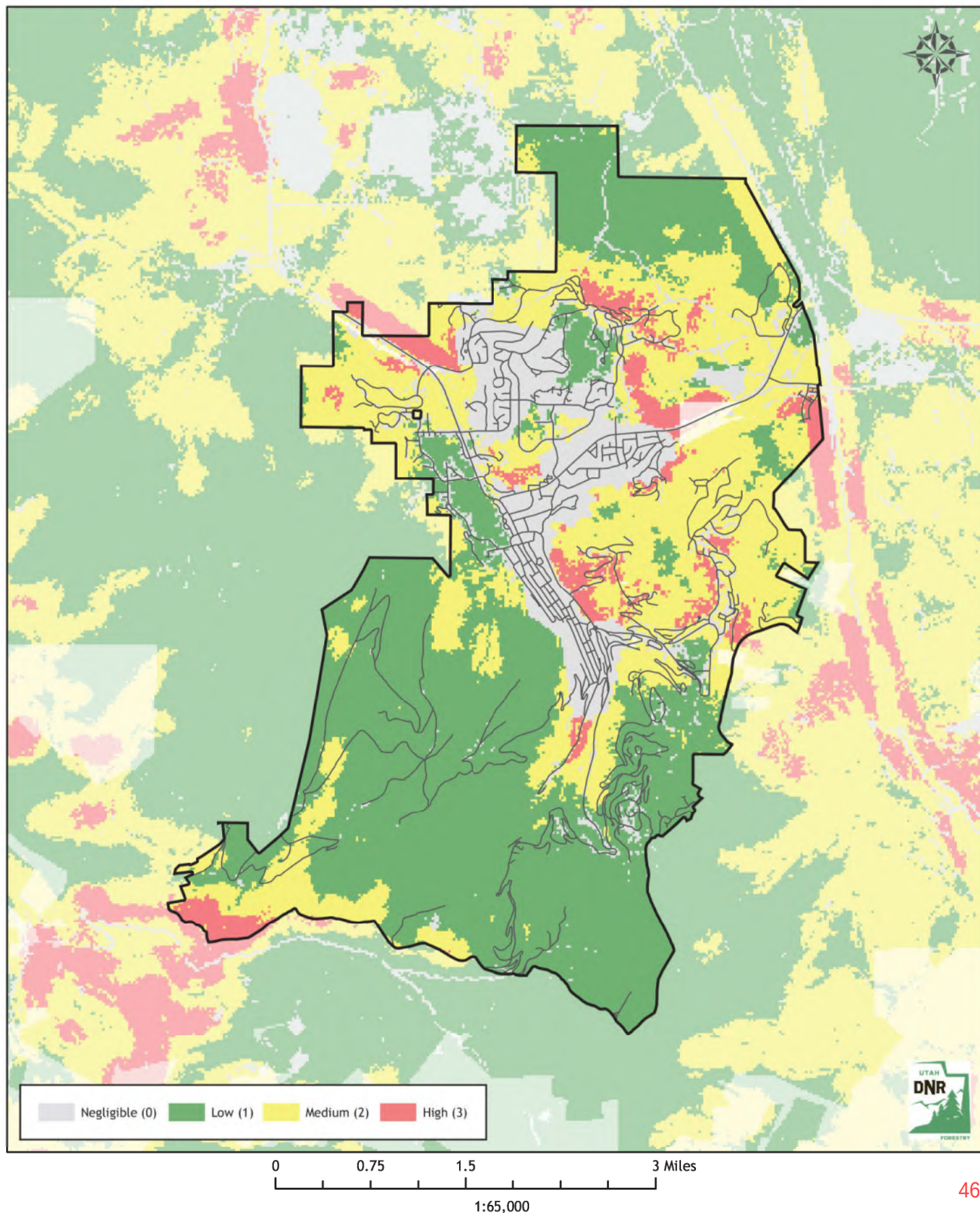
Medium: \$2.00/acre, High: \$3.50/acre

Low Risk: 8,009 Acres (62%)

Medium Risk: 4,186 Acres (33%) - \$8,372

High Risk: 680 Acres (5%) - \$2,380

Participation Commitment Total: \$10,751



Utah Wildfire Risk Assessment Park City

Derived from www.UtahWildfireRisk.com

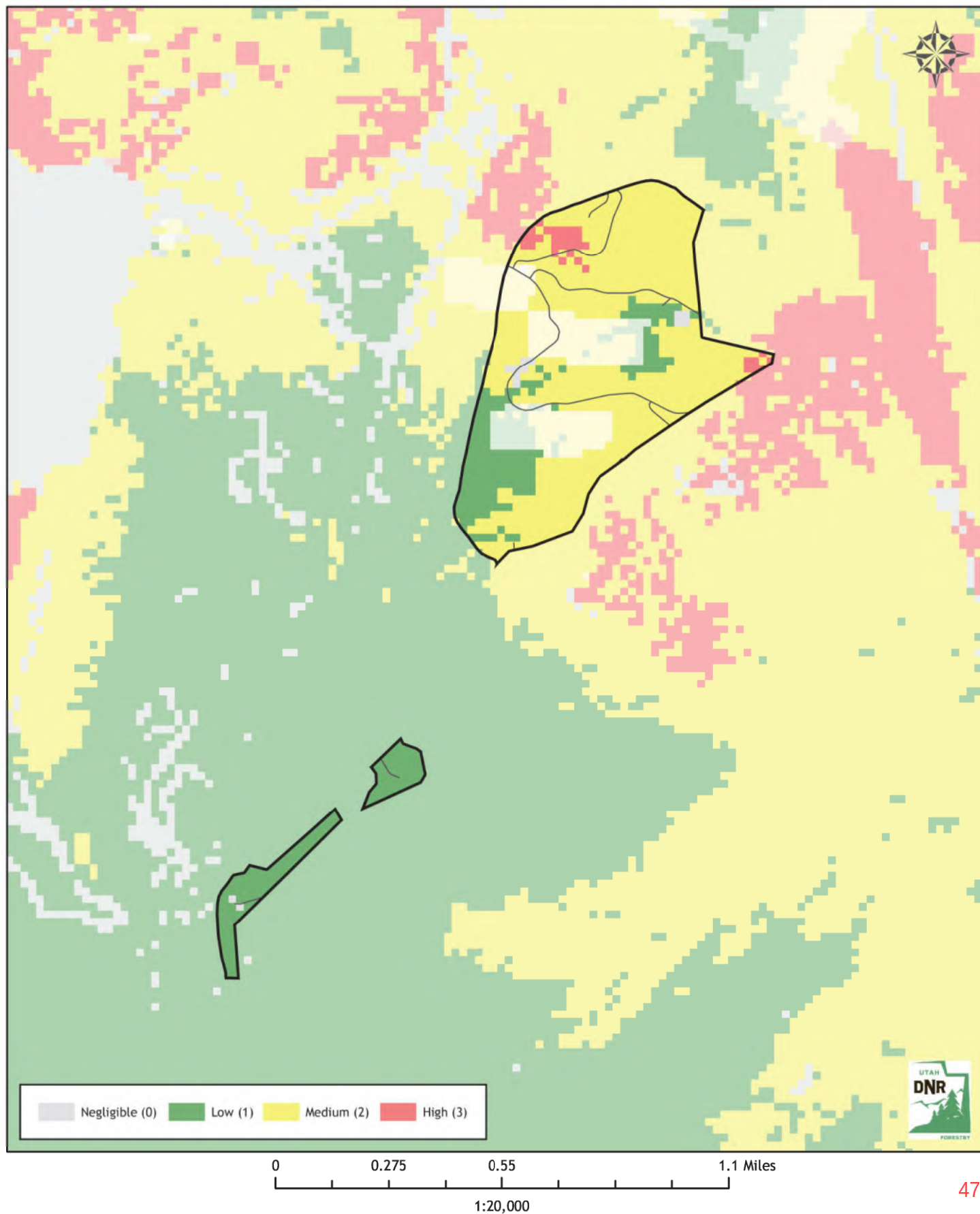
Medium: \$2.00/acre, High: \$3.50/acre

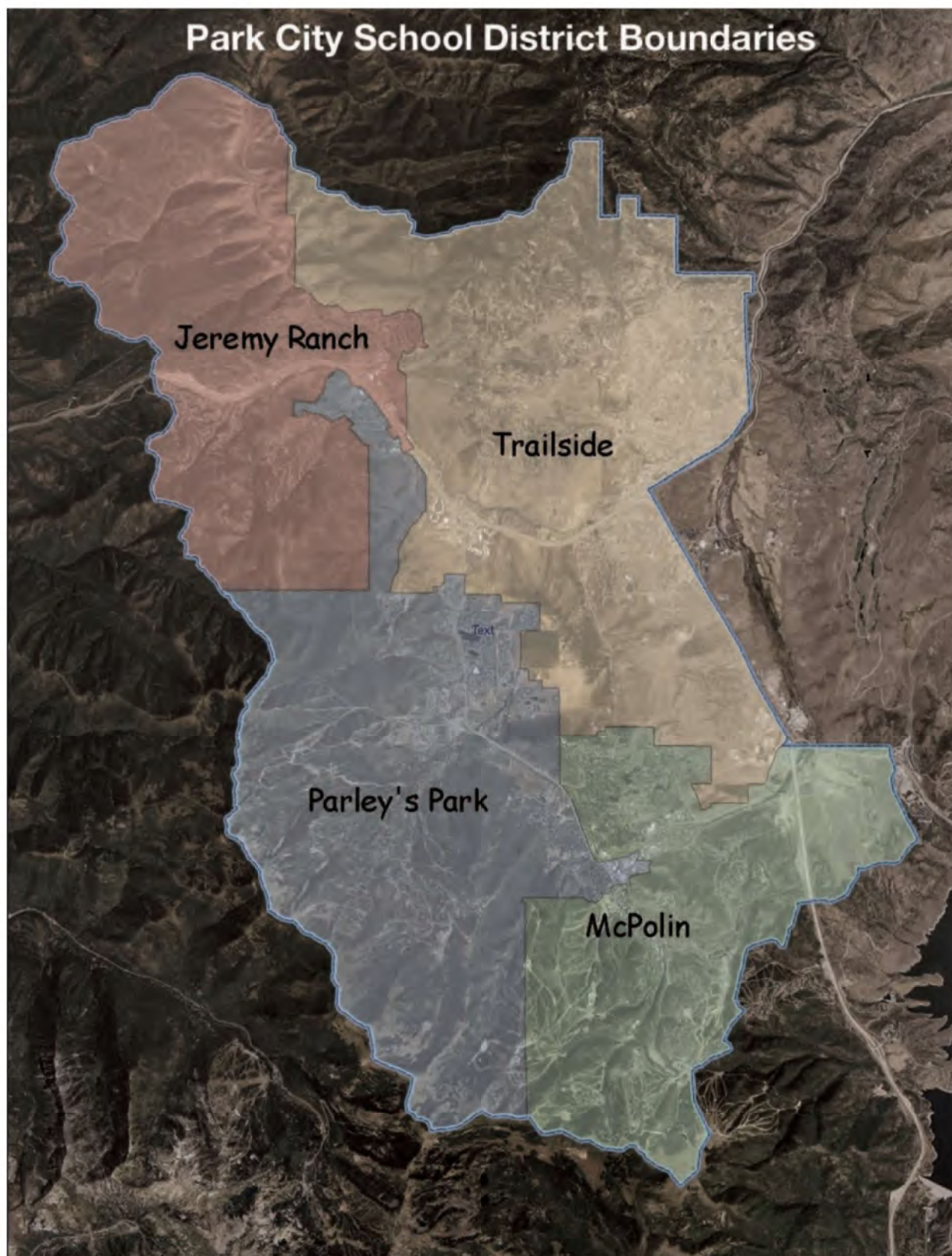
Low Risk: 8,009 Acres (62%)

Medium Risk: 4,186 Acres (33%) - \$8,372

High Risk: 680 Acres (5%) - \$2,380

Participation Commitment Total: \$10,751





Park City Fire District Boundary



This resource assessment is designed to gather and display information specific to Summit County, Utah. This report will highlight the natural and social resources present in the county, detail specific concerns, and be used to aid in resource planning and target conservation assistance needs. This document is dynamic and will be updated as additional information is available through a multi-agency partnership effort. The general observations and summaries are listed first, followed by the specific resource inventories.

Contents

[Observations and Summary](#)[Land Use](#)[Resource Concerns - Soils](#)[Resource Concerns - Water](#)[Resource Concerns - Air, Plants, Animals](#)[Resource Concerns - Social and Economic](#)[Survey Results](#)[Footnotes/Bibliography](#)

Introduction

Summit County has played a pivotal role in the settlement of Utah and the Western United States being on the route of the first Mormon pioneers as they made their way to Utah. Summit County, the 13th county in the territory, was first recognized by the Utah Legislature Friday, January 13, 1854.

The high alpine valleys tucked between the Uinta and Wasatch Mountains served as traditional hunting grounds for the Shoshone and Ute tribes for thousands of years, before the arrival of the white man. The natural riches of the mountains continue to supply much needed water for the area and the Wasatch front from the numerous mountain springs, four rivers, and two major storage reservoirs at Echo and Rockport. Minerals from the mines have produced silver, gold, lead and zinc worth millions of dollars that helped build the state and Intermountain west. Timber and coal have been an economic resource; however there are no coal mines currently in operation.

Agriculture has been a prominent industry with irrigated hay fields and pastures in the valleys. Sheep and cattle are raised in the valleys and utilize the rangeland in the mountains in the summer. In recent years a new trend in land ownership has changed the nature of agriculture in some areas from large scale full-time livestock operations to small 10 to 20 acre properties owned by retirees and businessmen who value a pastoral lifestyle.

Equal Opportunity Providers and Employers.



General Land Use Observations

Cropland / Pasture / Hay Lands

- Complications related to overgrazing include poor pasture condition, soil compaction and water quality issues.
- Control of noxious plants is an ever increasing problem.
- The small, part-time farms are less likely to adopt conservation due to cost and difficulty of NRCS outreach due to their numbers. They have limited knowledge of conservation programs.
- Open spaces are diminishing as the area becomes more developed.
- Residue, nutrient and pest management are continually needed to control erosion and to protect water quality.

Rangeland

- Sediment in the streams coming from eroding rangeland is a serious problem.
- Overgrazing of riparian corridors is resulting in stream bank degradation and erosion.
- Grazing styles on rangeland are resulting in declining range condition in many areas.
- New and invading weeds are introduced and spread through recreation and livestock/wildlife movement. Summit County is the top of the Jordan River Watershed and the Weber Watershed; therefore, these new and invading plants have the potential of being spread throughout the watersheds.

Wildlife

- Numbers of the elk herds are increasing and should be accommodated in grazing plans.
- Range management needs to encourage a mosaic pattern of shrubs, forbs and grasses to facilitate wildlife needs and enhance wildlife use especially by sage grouse.

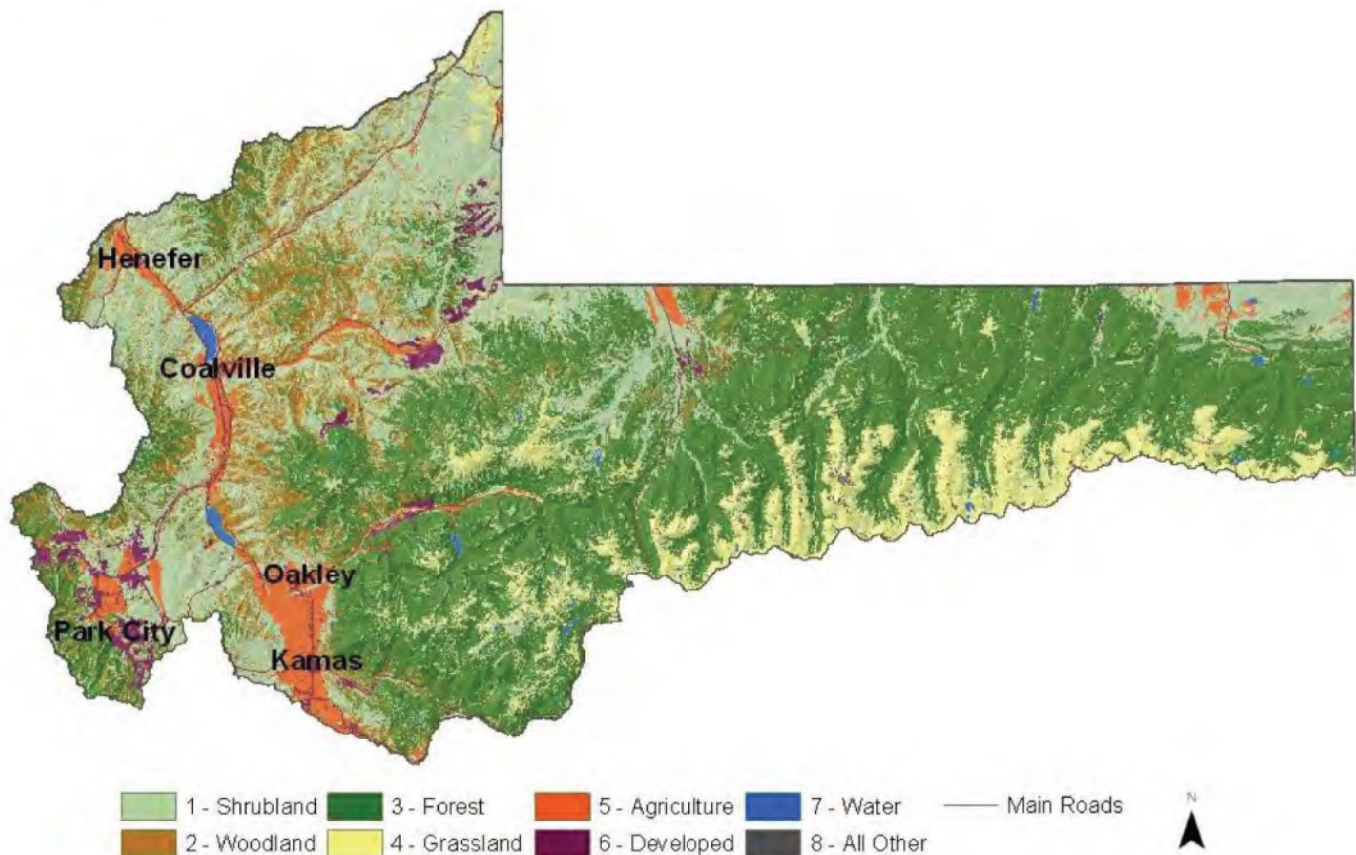
Forest

- Increased percentages of evergreen species and diminished deciduous trees are resulting in a change in ground water hydrology, species diversity, and reduced forage production.
- Higher percentage of evergreen trees increases the potential for catastrophic, high-intensity fires.
- On private forest land, landowners often are not actively managing the land for timber production. Land use and/or geographical constraints and the lack of economic incentives further discourage timber harvesting resulting in decadent stands.

Resource Assessment Summary

Categories	Concern high, medium, or low	Description and Specific Location (quantify where possible)
Soil	MEDIUM	SHEET EROSION ON SOME RANGE AREAS
Water Quantity	HIGH	EXCESSIVE CONSUMPTIVE USE BY CONIFERS
Water Quality Ground Water	LOW	
Water Quality Surface Water	HIGH	EXCESS SUSPENDED SEDIMENT IN ECHO CREEK AND OTHERS
Air Quality	LOW	
Plant Suitability	LOW	
Plant Condition	MEDIUM	SOME EXCESSIVE GRAZING
Fish and Wildlife	MEDIUM	
Domestic Animals	HIGH	LACK OF PRESCRIBED GRAZING IN PASTURE AND RANGELAND
Social and Economic	LOW	

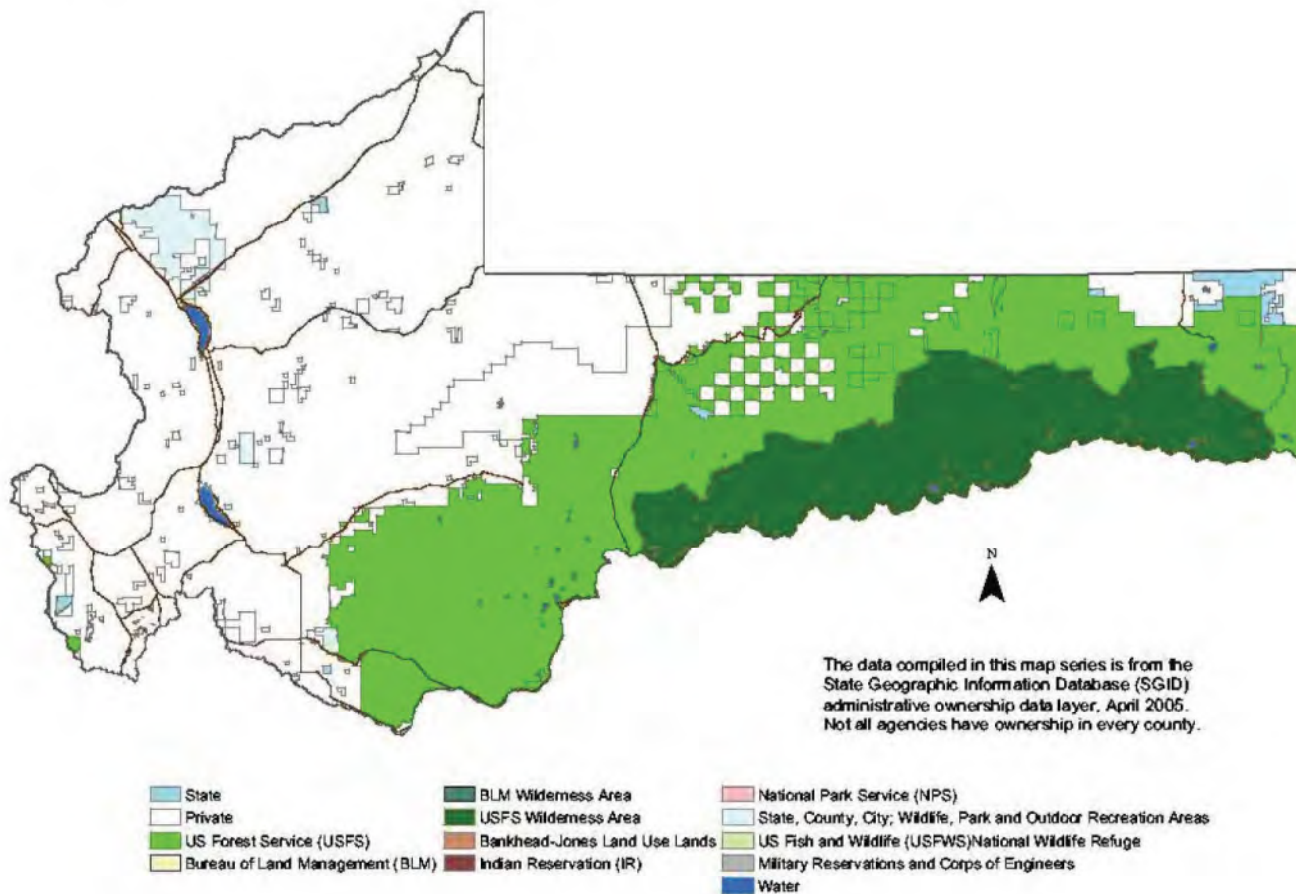
Land Cover



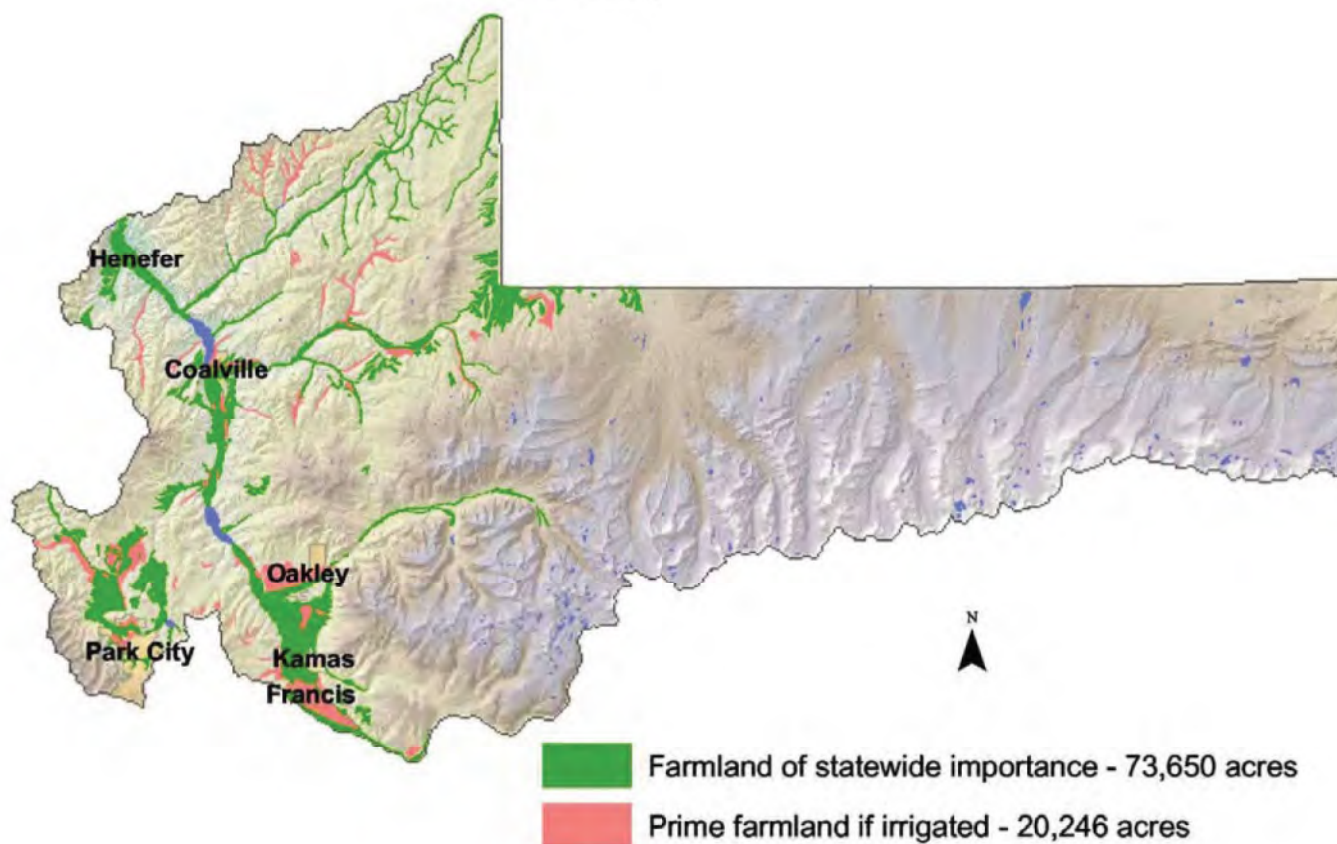
Land Cover/Land Use		
	Acres	%
Forest	469,034	42%
Grain Crops	749	0%
Conservation Reserve Program <i>*a</i>	0	0%
Grass/Pasture/Haylands	47,904	4%
Orchards/Vineyards	5	0%
Cropland	1,163	0%
Shrub/Rangelands	505,114	45%
Water	9,501	1%
Wetlands	46,090	4%
Developed	39,610	4%
Summit County Totals <i>*b</i>	1,119,170	100%
<i>*a: Estimate from Farm Service Agency records and include CRP/CREP. *b: Totals may not add due to rounding and small unknown acreages.</i>		

Special Considerations for Summit County:

- 90% of rangeland is privately owned.
- Farmland is limited to valley bottoms.
- Due to high elevations, there is a short, cool growing season so crops are limited to alfalfa with two cuttings, small grains harvested for forage, and irrigated pasture.
- Private forest land is harvested but may not have a forestry plan.
- Public recreation on forest land has impacts increasing erosion, spread of noxious weeds and water quality.
- Due to low acreage of grain, there is very little infrastructure for grain harvest.
- Primarily consists of cow/calf operations. Feeder livestock, including lambs and calves, are exported.
- There are less than ten dairies in the county.
- There is a significant amount of rangeland that is grazed by sheep.

Land Ownership

Prime & Unique Farm Land



Prime farmland

land that has the best combination of physical and chemical characteristics for producing food, feed, fiber, forage, oilseed, and other agricultural crops with minimum inputs of fuel, fertilizer, pesticides, and labor, and without intolerable soil erosion.

Unique farmland

land other than prime farmland that is used for the production of specific high-value food and fiber crops...such as, citrus, tree nuts, olives, cranberries, fruits, and vegetables

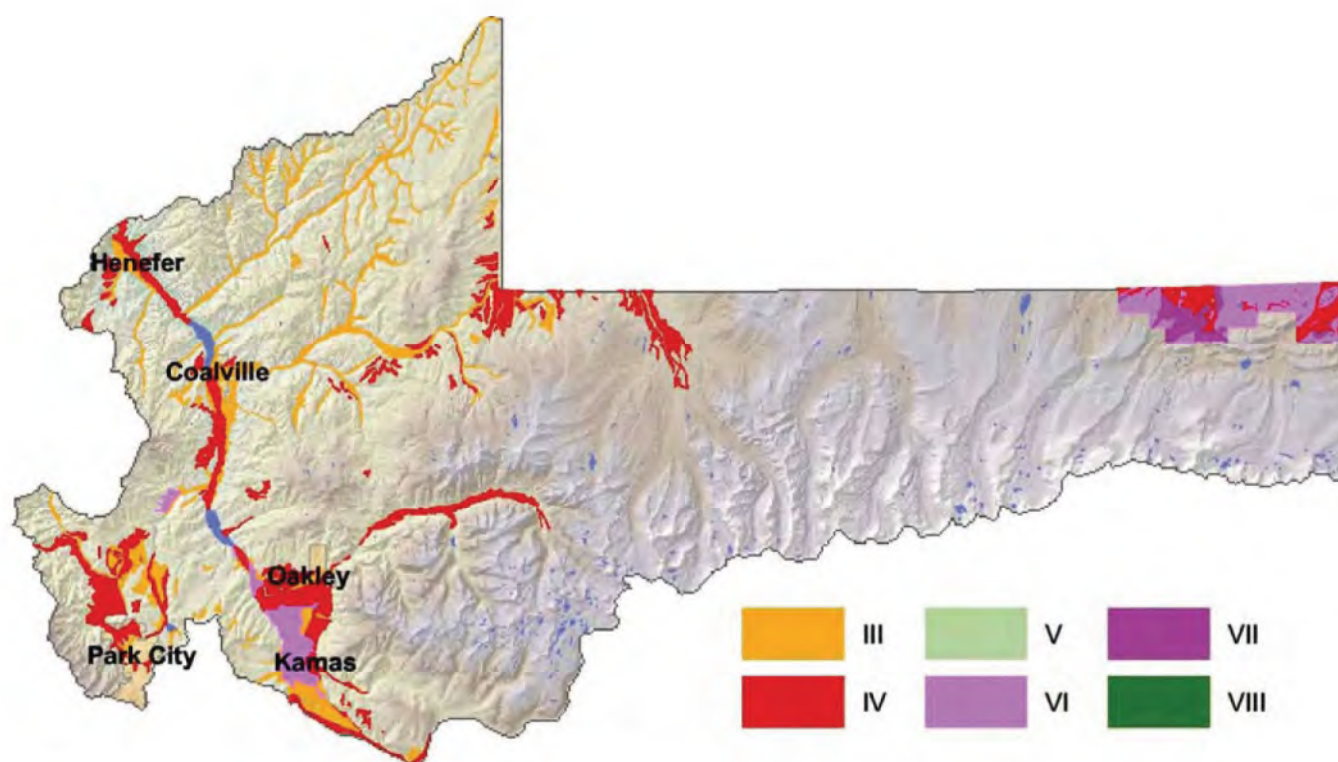
Additional farmland of statewide or local importance

land identified by state or local agencies for agricultural use, but not of national significance

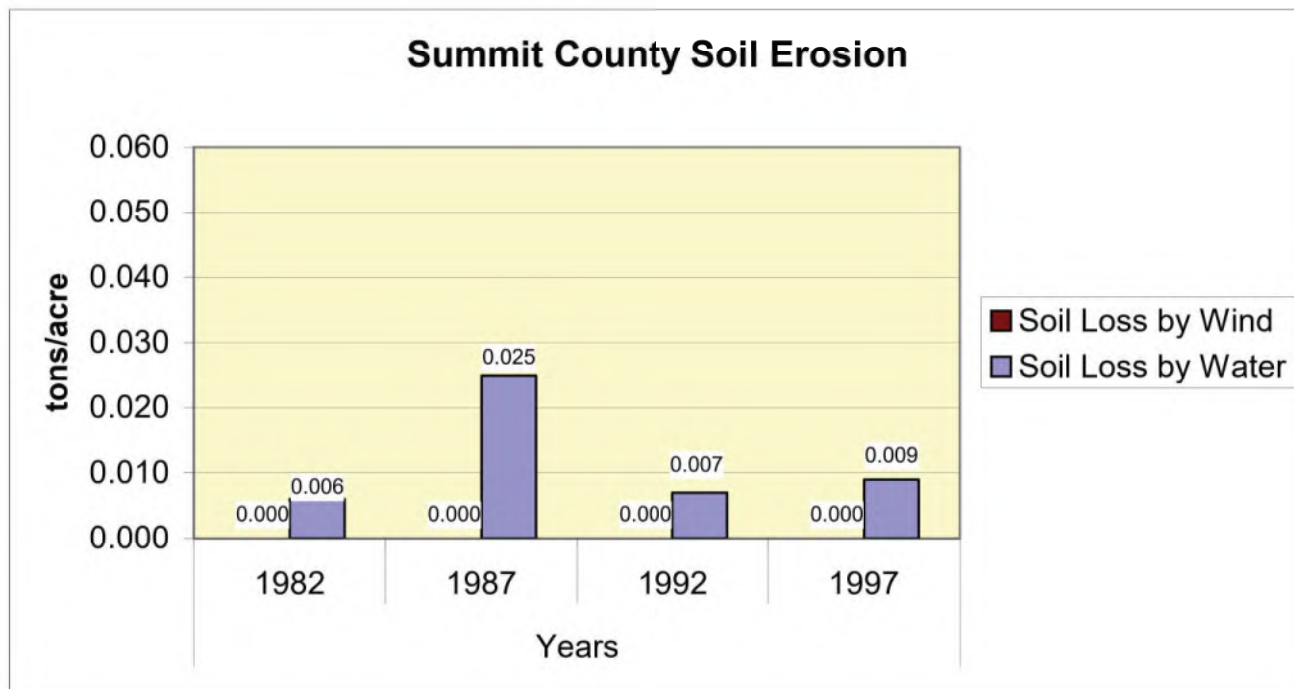
Resource Concerns – SOILS

Categories	Specific Resource Concern / Issue	Crop	Hay	Pasture	Grazed Range	Grazed Forest	Pasture Native/Naturalized	Wildlife	Watershed Protection	Forest	Headquarters	Urban	Recreation	Water	Mined	Natural Area
Soil Erosion	Sheet and Rill															
	Wind												X			
	Ephemeral Gully															
	Classic Gully															
	Streambank			X	X			X	X					X		
	Shoreline								X					X		
	Irrigation-induced	X	X													
	Mass Movement				X											
	Road, roadsides and Construction Sites															
Soil Condition	Organic Matter Depletion															
	Rangeland Site Stability				X	X	X									
	Compaction															
	Subsidence															
	Contaminants: Salts and Other Chemicals													X		
	Contaminants: Animal Waste and Other OrganicsN															
	Contaminants: Animal Waste and Other OrganicsP	X	X													
	Contaminants: Animal Waste and Other OrganicsK															
	Contaminants : Commercial FertilizerN															
	Contaminants : Commercial FertilizerP															
	Contaminants : Commercial FertilizerK															
	Contaminants: Residual Pesticides															
	Damage from Sediment Deposition	X												X		

Land Capability Class on Cropland and Pastureland



		Acres	Percentage
Land Capability Class (Irrigated Cropland & Pastureland Only)	I - slight limitations	0	0%
	II - moderate limitations	0	0%
	III - severe limitations	35,335	21%
	IV - very severe limitations	93,200	56%
	V - no erosion hazard, but other limitations	28	0%
	VI - severe limitations, unsuited for cultivation, limited to pasture, range, forest	30,489	18%
	VII - very severe limitations, unsuited for cultivation, limited to grazing, forest, wildlife	7,034	4%
	VIII - misc areas have limitations, limited to recreation, wildlife, and water supply	4	0%

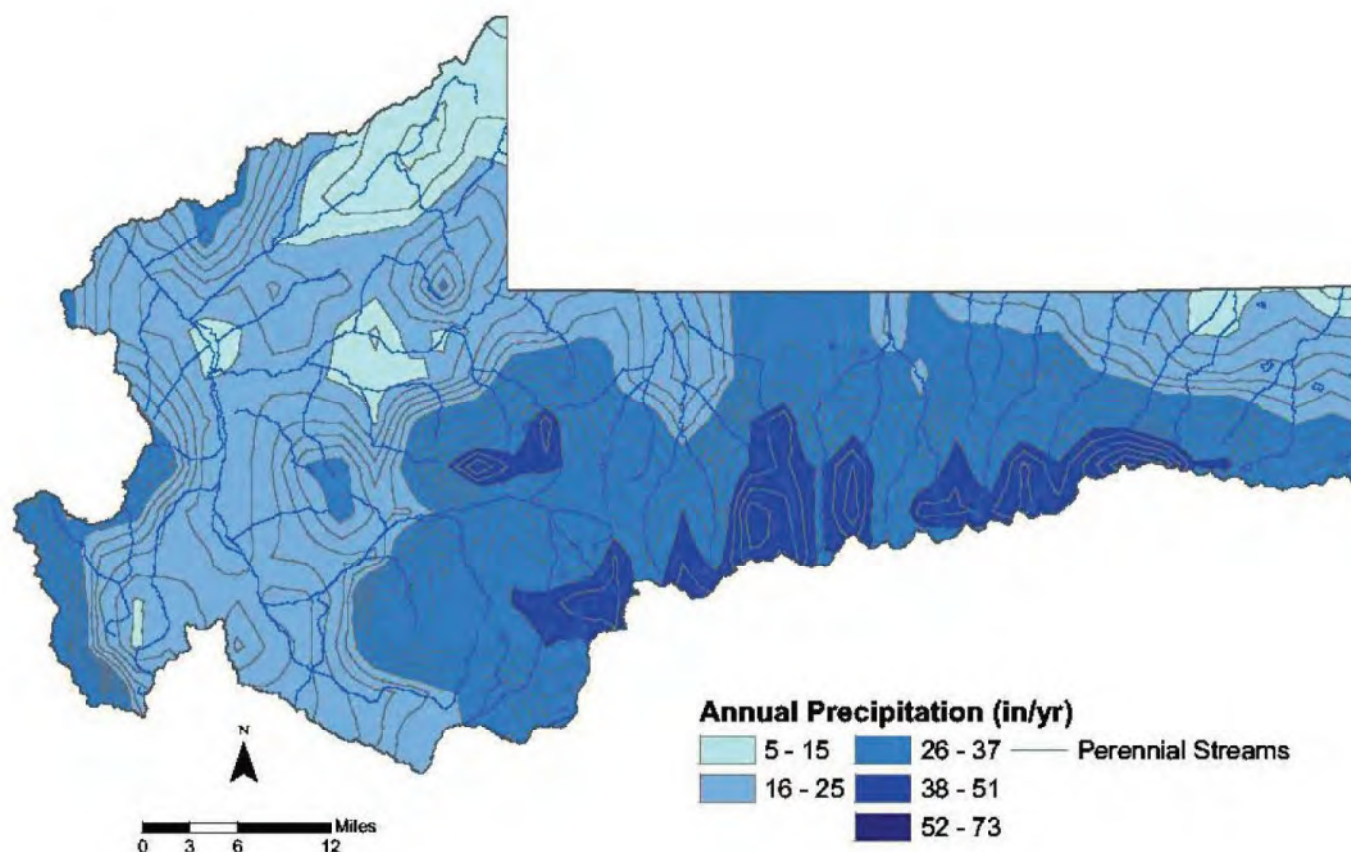
Soil Erosion on Cropland

- ❖ Controlling erosion not only sustains the long-term productivity of the land, but also affects the amount of soil, pesticides, fertilizer, and other substances that move into the nation's waters.

Resource Concerns – WATER

Categories	Specific Resource Concern / Issue	Crop	Hay	Pasture	Grazed Range	Grazed Forest	Pasture Native/Naturalized	Wildlife	Watershed Protection	Forest	Headquarters	Urban	Recreation	Water	Mined	Natural Area
Water Quantity	Water Quantity – Rangeland Hydrologic Cycle	X	X	X	X	X	X							X		X
	Excessive Seepage															
	Excessive Runoff, Flooding, or Ponding				X	X	X					X	X	X		
	Excessive Subsurface Water		X	X		X	X									
	Drifted Snow					X					X	X	X			
	Inadequate Outlets															
	Inefficient Water Use on Irrigated Land	X	X	X												
	Inefficient Water Use on Non-irrigated Land															
	Reduced Capacity of Conveyances by Sediment Deposition											X		X		
	Reduced Storage of Water Bodies by Sediment Accumulation													X		
	Aquifer Overdraft															
	Insufficient Flows in Watercourses	X	X	X	X	X	X	X	X	X			X	X		X
Water Quality, Groundwater	Harmful Levels of Pesticides in Groundwater															
	Excessive Nutrients and Organics in Groundwater															
	Excessive Salinity in Groundwater															
	Harmful Levels of Heavy Metals in Groundwater	X														
	Harmful Levels of Pathogens in Groundwater															
	Harmful Levels of Petroleum in Groundwater															
Water Quality, Surface	Harmful Levels of Pesticides in Surface Water															
	Excessive Nutrients and Organics in Surface Water															
	Excessive Suspended Sediment and Turbidity in Surface Water	X	X	X	X	X	X									
	Excessive Salinity in Surface Water															
	Water Quality – Colorado River Excessive Salinity															
	Harmful Levels of Heavy Metals in Surface Water															
	Harmful Temperatures of Surface Water	X	X	X	X	X										
	Harmful Levels of Pathogens in Surface Water															
	Harmful Levels of Petroleum in Surface Water															

Precipitation and Streams



		ACRES	ACRE-FEET
Irrigated Adjudicated Water Rights	Surface		
	Well		
	Total Irrigated Adjudicated Water Rights	0.00	0.00
Stream Flow Data	USGS 10129500 WEBER RIVER NEAR WANSHIP, UT	Total Avg. Yield	24,889
		May-Sept Yield	9,975
		MILES	PERCENT
Stream Data	Total Miles - Major (100K Hydro GIS Layer)	2,372	n/a
	303d (DEQ Water Quality Limited Streams)	1,385	58%

		Irrigation Efficiency:	<40%	40 - 60%	>60%
Percentage of Total Acreage	Cropland		70%	25%	5%
	Pastureland		70%	30%	0%

Watersheds & Total Maximum Daily Load (TMDL)

Plans, Studies and			
NRCS Watershed Projects		NRCS Watershed Plans, Studies & Assessments	
Name	Status	Name	Status
East Canyon	Implementation phase	Echo Watershed	Planning phase
DEQ TMDL's		NRCS Comprehensive Nutrient Management Plans	
Name	Status	Number	Status
East Canyon Silver Creek	EPA Approved - 2000 In Progress		Planned Implemented

AFO/CAFO

Animal Feeding Operations (AFO)						
Animal Type	Dairy	Feed Lot (Cattle)	Poultry	Swine	Mink	Other
No. of Farms	3	60	0	0	7	10
No. of Animals	300	900	0	0	7000	200

Potential Confined Animal Feeding Operations (PCAFO)						
Animal Type	Dairy	Feed Lot (Cattle)	Poultry	Swine	Mink	Other
No. of Farms	5	12	0	0		
No. of Animals	800	500	0	0		

Confined Animal Feeding Operations - Utah CAFO Permit					
Animal Type	Dairy	Feed Lot (Cattle)	Poultry	Swine	Other
No. of Permitted Farms	0	0	0	0	0
No. of Permitted Animals	0	0	0	0	0

Resource Concerns – AIR, PLANTS, ANIMALS

Categories	Specific Resource Concern / Issue	Crop	Hay	Pasture	Grazed Range	Grazed Forest	Pasture Native/Naturalized	Wildlife	Watershed Protection	Forest	Headquarters	Urban	Recreation	Water	Mined	Natural Area
Air Quality	Particulate matter less than 10 micrometers in diameter (PM 10)															
	Particulate matter less than 2.5 micrometers in diameter (PM 2.5)															
	Excessive Ozone															
	Excessive Greenhouse Gas: CO2 (carbon dioxide)															
	Excessive Greenhouse Gas: N2O (nitrous oxide)															
	Excessive Greenhouse Gas: CH4 (methane)															
	Ammonia (NH3)															
	Chemical Drift															
	Objectionable Odors															
	Reduced Visibility															
	Undesirable Air Movement															
	Adverse Air Temperature															
Plant Suitability	Plants not adapted or suited	X	X	X												
Plant Condition	Plant Condition – Productivity, Health and Vigor	X	X	X												
	Threatened or Endangered Plant Species: Plant Species Listed or Proposed for Listing under the Endangered Species Act															
	Threatened or Endangered Plant Species: Declining Species, Species of Concern															
	Noxious and Invasive Plants	X	X	X	X	X								X		
	Forage Quality and Palatability	X	X	X	X											
	Plant Condition – Wildfire Hazard				X	X										
Fish and Wildlife	Inadequate Food															
	Inadequate Cover/Shelter															
	Inadequate Water															
	Inadequate Space															
	Habitat Fragmentation											X				
	Imbalance Among and Within Populations															
	Threatened and Endangered Species: Species Listed or Proposed for Listing under the Endangered Species Act															
Domestic Animals	Inadequate Quantities and Quality of Feed and Forage	X	X	X												
	Inadequate Shelter	X	X	X												
	Inadequate Stock Water															
	Stress and Mortality															

Noxious Weeds

Utah Noxious Weed List

The following weeds are officially designated and published as noxious for the State of Utah, as per the authority vested in the Commissioner of Agriculture under Section 4-17-3, Utah Noxious Weed Act:

- Bermudagrass** (*cynodon dactylon*)
- Canada thistle (*cirsium arvense*)
- Diffuse knapweed (*centaurea diffusa*)
- Dyers woad (*isatis tinctoria* L)
- Field bindweed (Wild Morning Glory) (*convolvulus arvensis*)
- Hoary cress (*cardaria drabe*)
- Johnsongrass (*sorghum halepense*)
- Leafy spurge (*euphorbia esula*)
- Medusahead (*taeniatherum caput-medusae*)
- Musk thistle (*carduus mutans*)
- Perennial pepperweed (*lepidium latifolium*)
- Perennial sorghum (*sorghum halepense* L & *sorghum alnum*)
- Purple loosestrife (*lythrum salicaria* L.)
- Quackgrass (*agropyron repens*)
- Russian knapweed (*centaurea repens*)
- Scotch thistle (*onopordum acanthium*)
- Spotted knapweed (*centaurea maculosa*)
- Squarrose knapweed (*centaurea squarrosa*)
- Yellow starthistle (*centaurea solstitialis*)

There are no additional noxious weeds declared by Summit County (2003).

Wildlife Species of Greatest Conservation Need

The Utah Comprehensive Wildlife Conservation Strategy (CWCS) prioritizes native animal species according to conservation need. At-risk and declining species in need of conservation were identified by examining species biology and life history, populations, distribution, and threats. The following table lists species of greatest conservation concern in the county.

AT-RISK SPECIES				
	Common Name	Group	Primary Habitat	Secondary Habitat
FEDERALLY-LISTED				
Endangered:	Black-footed Ferret (extirpated)	Mammal	Grassland	High Desert Scrub
Threatened:	Bald Eagle	Bird	Lowland Riparian	Agriculture
	Canada Lynx	Mammal	Sub-Alpine Conifer	Lodgepole Pine
	Brown (Grizzly) Bear (extirpated)	Mammal	Mixed Conifer	Mountain Shrub
Candidate:	Yellow-billed Cuckoo	Bird	Lowland Riparian	Agriculture
Proposed:	(None)			
STATE SENSITIVE				
Conservation Agreement Species:	Columbia Spotted Frog	Amphibian	Wetland	Wet Meadow
	Northern Goshawk	Bird	Mixed Conifer	Aspen
	Bonneville Cutthroat Trout	Fish	Water - Lotic	Mountain Riparian
	Colorado River Cutthroat Trout	Fish	Water - Lotic	Mountain Riparian
	Bluehead Sucker	Fish	Water - Lotic	Mountain Riparian
Species of Concern:	Bobolink	Bird	Wet Meadow	Agriculture
	Deseret Mountainsnail	Mollusk	Mountain Shrub	Rock
	Ferruginous Hawk	Bird	Pinyon-Juniper	Shrubsteppe
	Greater Sage-grouse	Bird	Shrubsteppe	
	Leatherside Chub	Fish	Water - Lotic	Mountain Riparian
	Lewis's Woodpecker	Bird	Ponderosa Pine	Lowland Riparian
	Long-billed Curlew	Bird	Grassland	Agriculture
	Smooth Greensnake	Reptile	Mountain Riparian	Wet Meadow
	Three-toed Woodpecker	Bird	Sub-Alpine Conifer	Lodgepole Pine
	Western Pearlshell	Mollusk	Water - Lotic	Mountain Riparian
	Western Toad	Amphibian	Wetland	Mountain Riparian

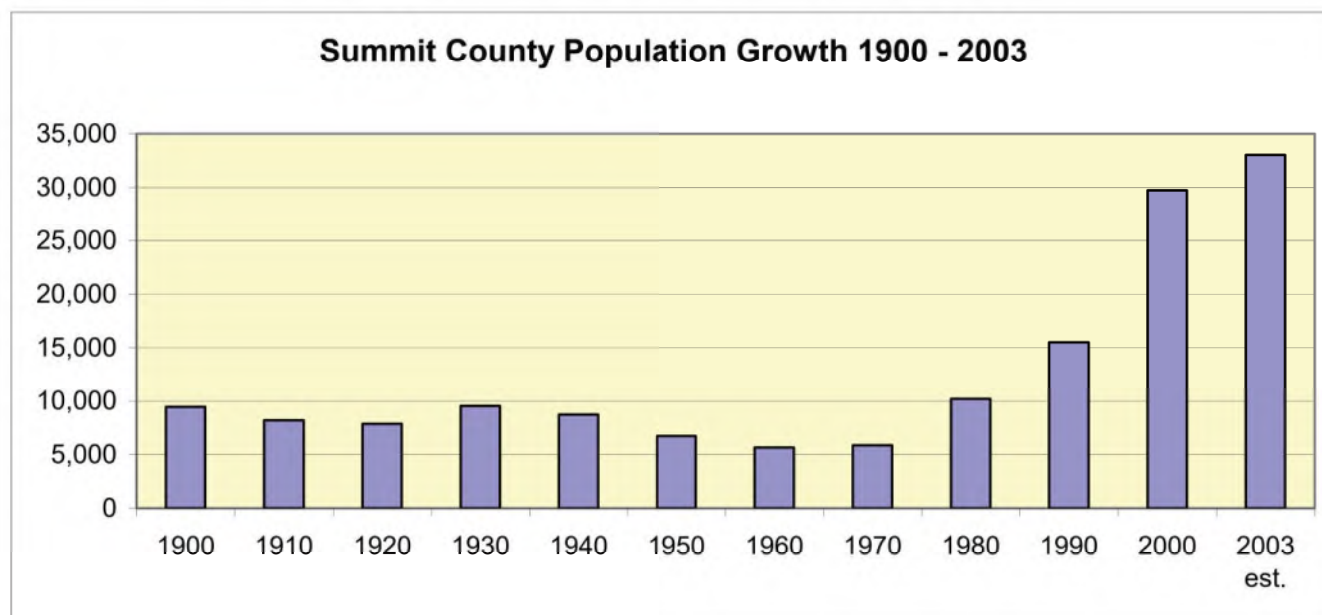
*Definitions of habitat categories can be found in the Utah Comprehensive Wildlife Conservation Strategy.

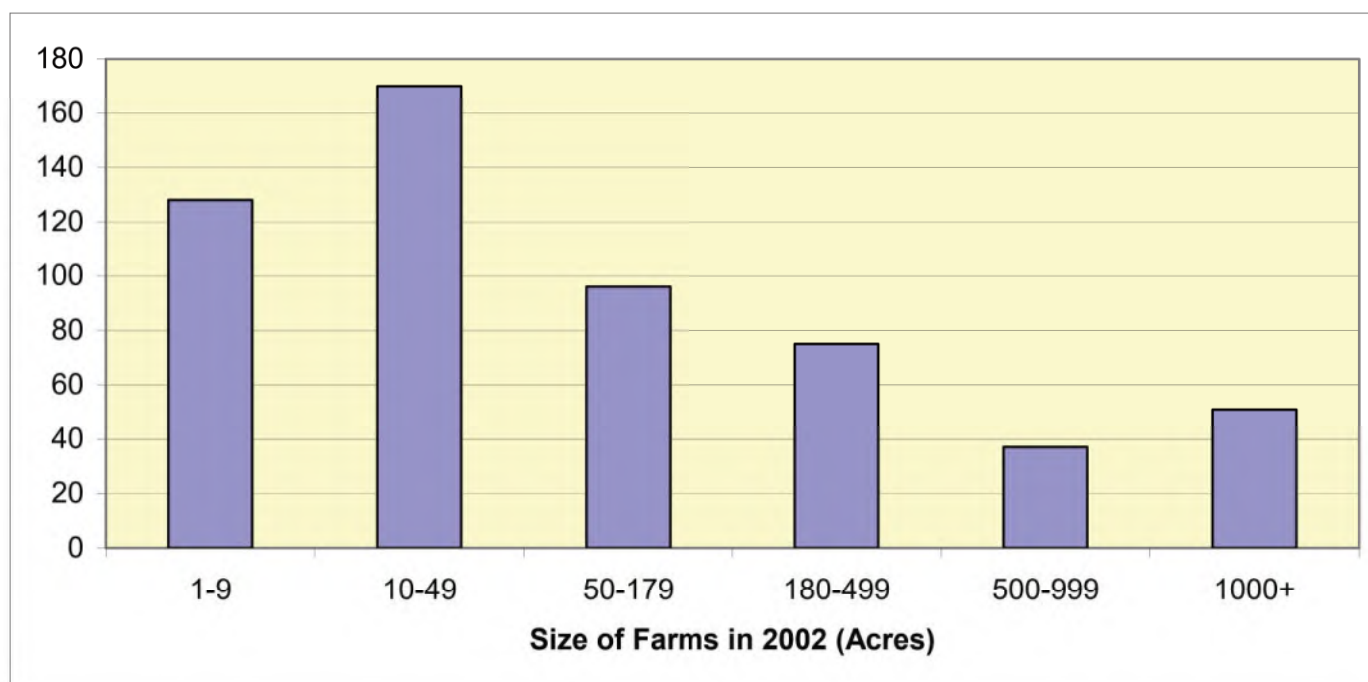
The Utah CWCS also prioritizes habitat categories based on several criteria important to the species of greatest conservation need. The top ten key habitats state-wide are (in order of priority):

- 1) **Lowland Riparian** (riparian areas <5,500 ft elevation; principal vegetation: Fremont cottonwood and willow)
- 2) **Wetland** (marsh <5,500 ft elevation; principal vegetation: cattail, bulrush, and sedge)
- 3) **Mountain Riparian** (riparian areas >5,500 ft elevation; principal vegetation: narrowleaf cottonwood, willow, alder, birch and dogwood)
- 4) **Shrubsteppe** (shrubland at 2,500 - 11,500 ft elevation; principal vegetation: sagebrush and perennial grasses)
- 5) **Mountain Shrub** (deciduous shrubland at 3,300 - 9,800 ft elevation; principal vegetation: mountain mahogany, cliff rose, bitterbrush, serviceberry, etc.)
- 6) **Water - Lotic** (open water; streams and rivers)
- 7) **Wet Meadow** (water saturated meadows at 3,300 - 9,800 ft elevation; principal vegetation: sedges, rushes, grasses and forbs)
- 8) **Grassland** (perennial and annual grasslands or herbaceous dry meadows at 2,200 - 9,000 ft elevation)
- 9) **Water - Lentic** (open water; lakes and reservoirs)
- 10) **Aspen** (deciduous aspen forest at 5,600 - 10,500 ft elevation)

Resource Concerns – SOCIAL AND ECONOMIC

Categories	Specific Resource Concern / Issue	Crop	Hay	Pasture	Grazed Range	Grazed Forest	Pasture Native/Naturalized	Wildlife	Watershed Protection	Forest	Headquarters	Urban	Recreation	Water	Mined	Natural Area
Social and Economic	Non-Traditional Landowners and Tenants	X	X	X												
	Urban Encroachment on Agricultural Land	X	X	X												
	Marketing of Resource Products															
	Innovation Needs															
	Non-Traditional Land Uses							X	X	X			X			
	Population Demographics, Changes and Trends	X	X	X								X				
	Special Considerations for Land Mangement (High State and Federal Percentage)				X	X		X	X	X			X	X		X
	Active Resource Groups (CRMs, etc)	X	X	X	X	X	X	X	X	X			X	X		X
	Full Time vs Part Time Agricultural Communities	X	X	X	X	X	X									
	Size of Operating Units	X	X	X												
	Land Removed from Production through Easements															
	Land Removed from Production through USDA Programs															
Other																

Census and Social Data



Number of Farms: 557

Number of Operators:

- Full-Time Operators: 277
- Part-Time Operators: 280

Public Survey/Questionnaire Results:

Footnotes / Bibliography

1. General information about Summit County obtained from the official Summit County website: <http://utahreach.org/summit/visitor/HISTORY.HTM>
2. Location and land ownership maps made using GIS shapefiles from the Automated Geographical Reference Center (AGRC), a Utah State Division of Information Technology. Website: <http://agrc.utah.gov/>
3. Land Use/Land Cover layer developed by the Utah Department of Water Resources. A polygon coverage containing water-related land-use for all 2003 agricultural areas of the state of Utah. Compiled from initial USGS 7.5 minute Digital Raster Graphic waterbodies, individual farming fields and associated areas are digitized from Digital Orthophotos, then surveyed for their land use, crop type, irrigation method, and associated attributes.
4. Prime and Unique farmlands derived from SURGO Soils Survey UT607 and Soil Data Viewer. Definitions of Prime and Unique farmlands from U.S. Geological Survey, http://water.usgs.gov/eap/env_guide/farmland.html#HDR5
5. Land Capability Classes derived from SURGO Soils Survey UT607 and Soil Data Viewer.
6. Tons of Soil Loss by Water Erosion data gathered from National Resource Inventory (NRI) data. Estimates from the 1997 NRI Database (revised December 2000) replace all previous reports and estimates. Comparisons made using data published for the 1982, 1987, or 1992 NRI may produce erroneous results. This is due to changes in statistical estimation protocols, and because all data collected prior to 1997 were simultaneously reviewed (edited) as 1997 NRI data were collected. In addition, this December 2000 revision of the 1997 NRI data updates information released in December 1999 and corrects a computer error discovered in March 2000. For more information: <http://www.nrcs.usda.gov/technical/NRI/>
7. Precipitation data was developed by the Oregon Climate Service at Oregon State University using average monthly or annual precipitation from 1960 to 1990. Publication date: 1998. Data was downloaded from the Resource Data Gateway, <http://dgateway-wb01.lighthouse.itc.nrcs.usda.gov/lighthouse>
8. Irrigated Adjudicated Water Rights obtained from the Utah Division of Water Rights.
9. Stream Flow data from USGS Utah Water Science Center Surface-water data found at <http://waterdata.usgs.gov/ut/nwis/sw>.
10. Stream length data calculated using ArcMap and 100k stream data from AGRC and 303d waters from the Utah Department of Environmental Quality.
11. Watershed information from Natural Resources Conservation Service Ogden Service Center Office staff.
12. The 2003 noxious weed list was obtained from the State of Utah Department of Food and Agriculture. For more information contact Steve Burningham, 801-538-7181 or visit their website at http://ag.utah.gov/plantind/noxious_weeds.html

13. Wildlife information derived from the Utah Division of Wildlife Resources' Comprehensive Wildlife Conservation Strategy (CWCS) (<http://wildlife.utah.gov/cwcs/>) and from the Utah Conservation Data Center (<http://dwrcdc.nr.utah.gov/ucdc/>).
14. County population data from the U.S. Census Bureau, Utah Quick Facts, <http://quickfacts.census.gov/qfd/states/49000.html>
15. Farm information obtained from the National Agricultural Statistics Service, 2002 Census of Agriculture. <http://www.nass.usda.gov/census/census02/volume1/index2.htm>

WASATCH COUNTY RESOURCE ASSESSMENT

APRIL 2013

Conserving Natural Resources For Our Future

WASATCH COUNTY CONSERVATION DISTRICT



Acknowledgments

Wasatch County Conservation District

with the:

Utah Association of Conservation Districts (UACD)
Utah Department of Agriculture and Food (UDAF)
Natural Resources Conservation Service (NRCS)

in partnership with the:

Utah Conservation Commission

Utah Conservation Districts Zones 1 - 7
Utah Association of Conservation Districts
Utah Department of Agriculture and Food
Utah Department of Environmental Quality
Utah Department of Natural Resources
Utah Division of Forestry, Fire and State Lands
Utah Grazing Board (Chair and Vice-Chair)
Utah School and Institutional Trust Lands Administration
Utah State University Cooperative Extension
Utah Weed Supervisor Association

Utah Partners for Conservation and Development (UtahPCD)

State Agencies and Organizations

Utah Association of Conservation Districts
Utah Department of Agriculture and Food
Utah Department of Community and Culture
Utah Department of Environmental Quality
Utah Department of Natural Resources
Utah Resource Conservation & Development Councils
Utah School and Institutional Trust Lands Administration
Utah State University College of Natural Resources
Utah State University Cooperative Extension
Utah Energy Office

Federal Agencies

U.S. Department of Interior
Bureau of Land Management
U.S. Fish and Wildlife Service
Bureau of Reclamation
U.S. Department of Agriculture
U.S. Forest Service
Natural Resources Conservation Service
Agriculture Research Service
Farm Service Agency

Other

State Historical Preservation Office
Governor's Office of Planning and Budget

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Devin McKrola - Central Utah Water Conservancy District

Plants and Rangeland

Keith Covington - UACD Planner

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Wasatch County Resource Assessment : Executive Summary



Why a Resource Assessment?

The Wasatch Conservation District has developed this resource assessment with the goal that conservation efforts in the county address the most important local resource needs. This report identifies natural and social resources present in Wasatch County and details specific areas of concern. Local, state, and regional entities can use this assessment to develop county resource management plans or to target conservation assistance needs.

We recognize that all who could have provided information may not have had the opportunity. This document is dynamic and will be updated as additional information becomes available.

Your comments are requested:

Wasatch Conservation District
PO Box 545
Heber City, Utah 84032
<http://wasatchconservationdistrict.org/>

Natural Resource Priorities and Concerns

The Wasatch Conservation District has identified five natural priorities and concerns. These priorities receive special emphasis because of their immediate significance to Wasatch County.

1. **Noxious and Invasive Weeds:** Thistle, leafy spurge, toadflax, and knapweed.
2. **Water Quality and Water Conservation:** Watershed health of Deer Creek, Jordanelle, and Strawberry reservoirs and water conservation efforts.
3. **Small Acreage Agriculture:** Sustainability and urbanization.
4. **Wildlife Habitat:** Sage-grouse and impacts of the wildlife-urban interface.
5. **Forest Health:** Declining aspen forests and soil erosion.

General Resource Observations

Natural and social resources are categorized as soil, water, air, plants, animals, and humans (SWAPA+H). This assessment describes the general condition of these resources and highlights additional concerns in each category. As opportunities become available to address these issues, and as circumstances change, their emphasis should be elevated accordingly.

*Conservation districts
provide local leadership and education to
connect private property owners with state
and federal assistance to improve, protect,
and sustain Utah's soil, water, and
related natural resources.*

The Conservation District Movement

The Dust Bowl of the 1930s brought the beginning of national programs for conserving soil and water resources in the United States. On April 27, 1935, Congress declared soil erosion “a national menace” and established the Soil Erosion Service. Since then, the agency was been changed to the Natural Resources Conservation Service (NRCS). Seeing a need for local input, farmers were allowed to set up their own districts to direct soil conservation practices in May of 1936. Today, Utah has 38 conservation districts.

Conservation Progress

Since the organization of the Wasatch County Conservation District in 1949, great strides have been made toward increasing and sustaining natural resources in Wasatch County. The 2005 resource assessment listed the most critical resource concerns as 1) invasive and noxious weeds, 2) impacts of urban and suburban growth, 3) watershed health and water quality, and 4) soil erosion and condition. The 2013 resource assessment provides an opportunity to evaluate the progress made during the last several years and to set new goals to address the highest priority conservation needs in Wasatch County.

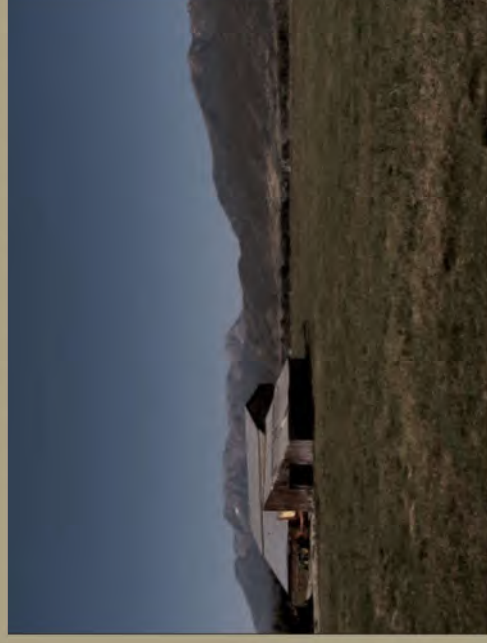
Public Outreach

In April 2011, the Wasatch County Conservation District conducted a public meeting to determine which resources in the county were of major concern and which conservation issues were most pressing. Comments received at the meeting indicated that invasive and noxious weeds are still a major concern, as well as water quality and urban and suburban growth. Other top concerns included small acreage agriculture, wildlife habitat, specifically concerning sage-grouse, and forest health, concerning both aspen and beetle killed conifers.

Photo courtesy of USDA NRCS



Wind-devastated farmland during the Dust Bowl.



Farmland in Heber City, Utah. Photo courtesy of Ivan Spencer.

Wasatch County Overview

Background

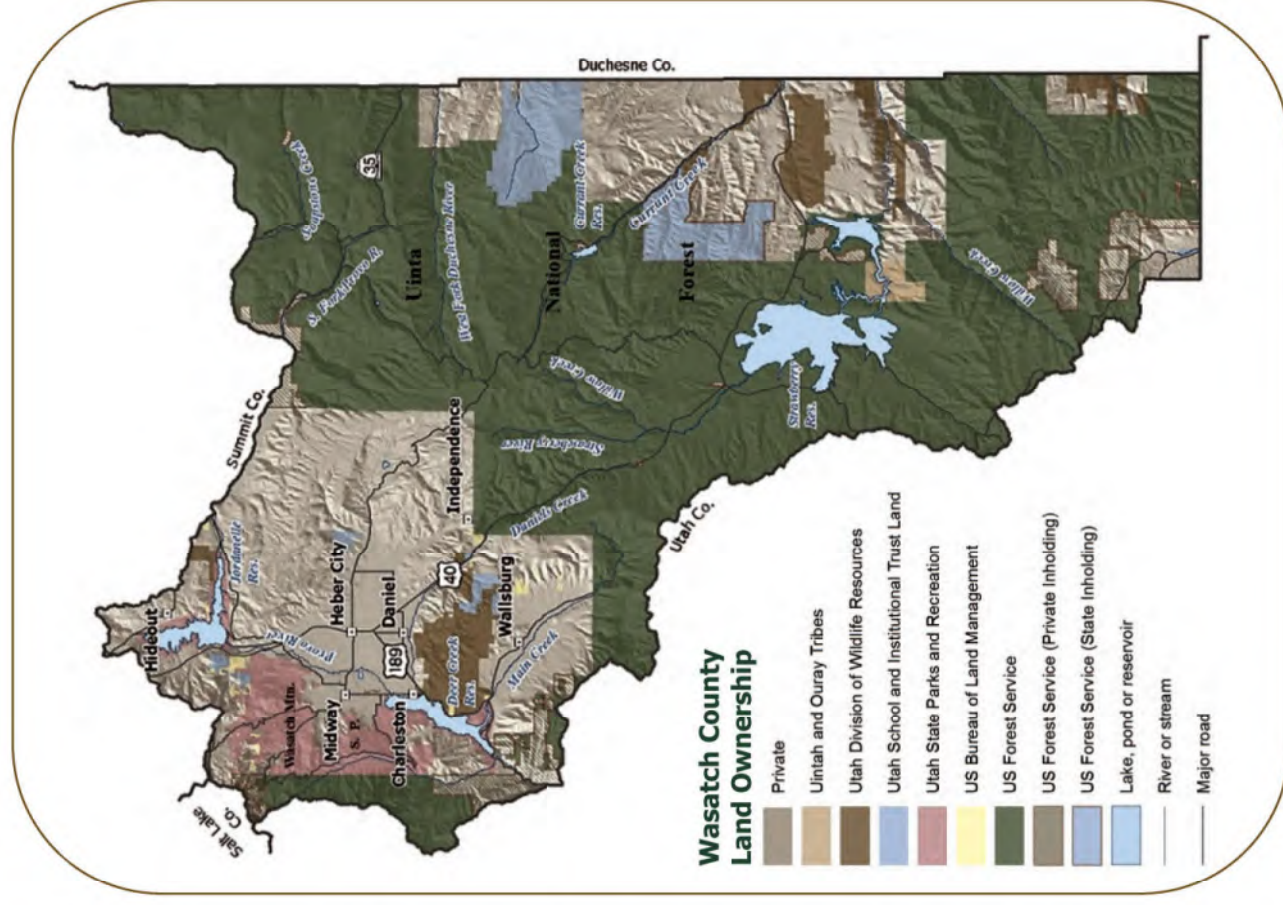
Wasatch County is located in north-central Utah, between the Great Basin and the Uintah Basin, and has a total land area of approximately 1,176 square acres.¹ Much of the county's area is mountainous, expect for Strawberry, Round, and Heber valleys. The county's highest peaks top 10,000 feet, and over half of the land is 7,500 feet above sea level.²

Wasatch in Ute means "mountain pass" or "low pass over high range". The first settlers came into Wasatch County from Utah Valley in the spring of 1859 and located a short distance north of present day Heber City. In 1862 the territorial legislature created Wasatch County, which then included all of the Uinta Basin. The last boundary change occurred in 1914 when Duchesne County was created out of the eastern half of Wasatch County.²

The county is divided into two watersheds—the Colorado and the Great Basin drainage systems. The southern part of the county drains to the Colorado River by way of the Strawberry River; however, most of the water is diverted through tunnels to Utah County. With three large man-made reservoirs, Jordanelle, Strawberry, and Deer Creek, Wasatch County is a popular recreational area. The climate zone, classified as undifferentiated highlands, offers cool summers and very cold winters. The average annual precipitation is approximately sixteen inches.²

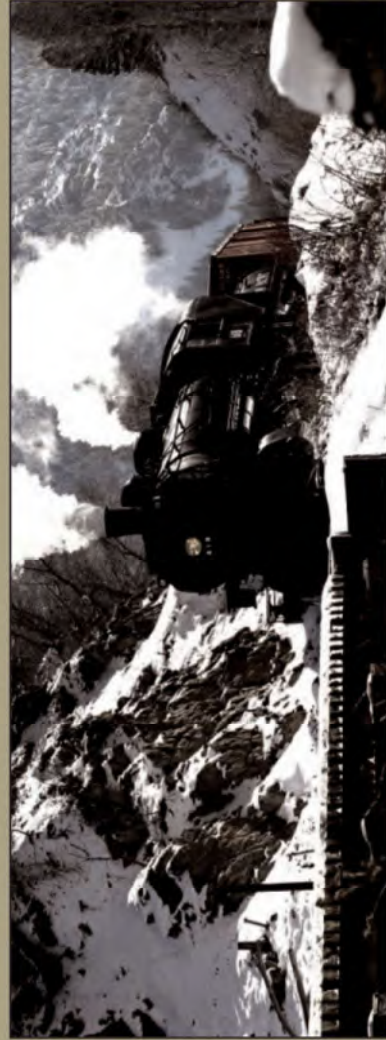
In 2010, the population of Wasatch county was 23,530. Median family income was \$65,204. At 82.8%, Wasatch county's racial makeup was primarily white.¹

Nearly all of the county's population and irrigated agricultural lands are located in the Heber and Round valleys. Heber Valley contains the incorporated communities of Heber City, Midway, and Charleston, while Round Valley contains the town of Wallsburg.



¹ U.S. Census Bureau

² Utah Association of Counties



WASATCH COUNTY

Photo credits clockwise from top left: Fort Douglas Military Museum Living History Detachment, by Tori Elwell; white fir, by Brock Benson; sprinkler irrigation wheel line, by Jane Giles; hot air balloons rise above irrigation diversion structure, by Jane Giles; and Steam Engine 618 on Wildwood Bridge in Provo Canyon, by the Heber Valley Railroad.

NOXIOUS WEEDS

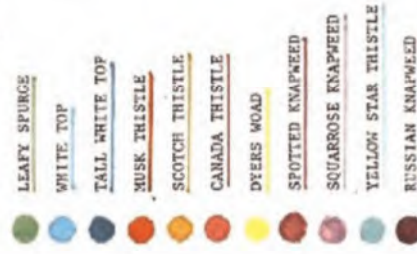
The invasion of noxious weeds has been likened to a raging biological wildfire out of control and spreading rapidly. With more than 7,000 acres affected, noxious weeds are a major concern throughout Wasatch County.

If weed infestations spread without control or containment, large acreages of land used for farming, grazing, or recreation will become completely useless. Noxious weeds have been known to reduce property values, reduce forage for livestock and wildlife, increase soil erosion, displace native plants species, which reduces biodiversity, and reduce field production.

Many noxious weeds are toxic to animals. Leafy spurge can be poisonous to cattle and contact can cause blindness. Yellowstar thistle and Russian Knapweed are toxic to horses. Houndstongue is poisonous to both horses and cattle. The seeds, stems and leaves of poison hemlock and black henbane are poisonous to people and animals.



*A Canada thistle patch in Heber City.
Photo courtesy of Jane Giles.*



Noxious Weeds in Wasatch County

Courtesy of the Wasatch County Noxious Weed Management Plan

and big game animals. This in turn reduces the carrying capacity of rangelands, reduces ground cover, and increases the potential for soil erosion.³

Prevention and Early Detection

Weeds are a problem for everyone. Federal, state, and local agencies and private landowners are responsible for the noxious weeds present on their lands. Prevention, early detection, control, and eradication of noxious weeds are the most practical means of weed management. Listed below are things that can be done to control the spread of noxious weeds.

- **Education.** Learn to identify the problem weeds of Wasatch County.
- **Buy only certified weed-free hay.**
- **Avoid planting noxious weeds as an ornamental or in landscaping,** such as Russian olive, tamarisk, or sulfur cinquefoil.
- **Be aware of hitchhikers.** Weed seeds attach themselves to clothing when hiking, hunting, fishing, or working. Pets and animals can also carry hitchhikers.
- **Bird feeders beware.** Some bird seed mixtures can be loaded with noxious and invasive weed seeds.
- **Know its origin.** Gravel, road fill, and topsoil can be contaminated with seeds.
- **Control.** Each weed is different, and the way to control one might not work for another. The County Weed Supervisor is a great source for information on weed control.³

Current Weed Control Efforts

Wasatch County Weed Department

The weed department focuses primarily on weed control efforts on county land. They track infestations and advise landowners on proper maintenance.

Wasatch County Weed Board

County weed boards are responsible for the formulation and implementation of county-wide coordinated noxious weed control programs designed to prevent and control noxious weeds.

Wasatch County Coordinated Weed Management Area (CWMA)

The Wasatch County CWMA is the main tool to obtain cooperation and coordination of the noxious weed program among land management agencies and private landowners. The CWMA has resulted in increased sharing of expertise, information, and resources and provides a process to improve the efficiency and effectiveness of the noxious weed program in Wasatch County.

Wasatch County Noxious Weeds List

Listed below are the major weeds that are problematic in Wasatch County.

Class A

- Blackhenbane
- Leafy Spurge
- Johnson Grass
- Spotted Knapweed
- Yellowstar Thistle
- Yellow Toadflax
- Russian Knapweed
- Salt Cedar
- Dyers Wood
- Oxeye Daisy
- Perennial Pepperweed
- Poison Hemlock
- Scotch Thistle
- Squarrose Knapweed

Class C

- Bermuda Grass
- Canada Thistle
- Diffuse Knapweed
- Field Bindweed
- Medusa Head
- Purple Loosestrife
- Quack Grass
- St. Johnswort
- Sulfur Cinquefoil

Class B

- Tall White Top
- Dalmatian Toadflax
- Houndstongue
- Musk Thistle

Class A weeds are relatively minor in extent and density but pose a well known threat to native plant communities and should be a top priority with eradication as the ultimate goal. Class B weeds are meant to be contained and controlled, with the goal of halting the spread. Class C weeds should be watched closely and contained when possible. The goal, however, is not to stop the spread but to disseminate education, research, and biological control for those that want management of the weed.

WATER QUALITY & CONSERVATION

The water quality of Jordanelle Reservoir is very good. It has a moderate hardness, with early total phosphorus parameters exceeding state standards. This is not unusual, as elevated phosphorus levels are expected during the early stages of a new reservoir. There are three water bodies on the 303 (d) list of impaired waters in the county.

Strawberry Reservoir

High total phosphorus and low dissolved oxygen concentrations in Strawberry Reservoir have exceeded the state's water quality standards for its cold-water fisheries beneficial use designation. Though listed, analyses seem to indicate a fairly healthy reservoir. However, small bays and deep portions of the reservoir do experience unfavorable conditions at certain times of the year.

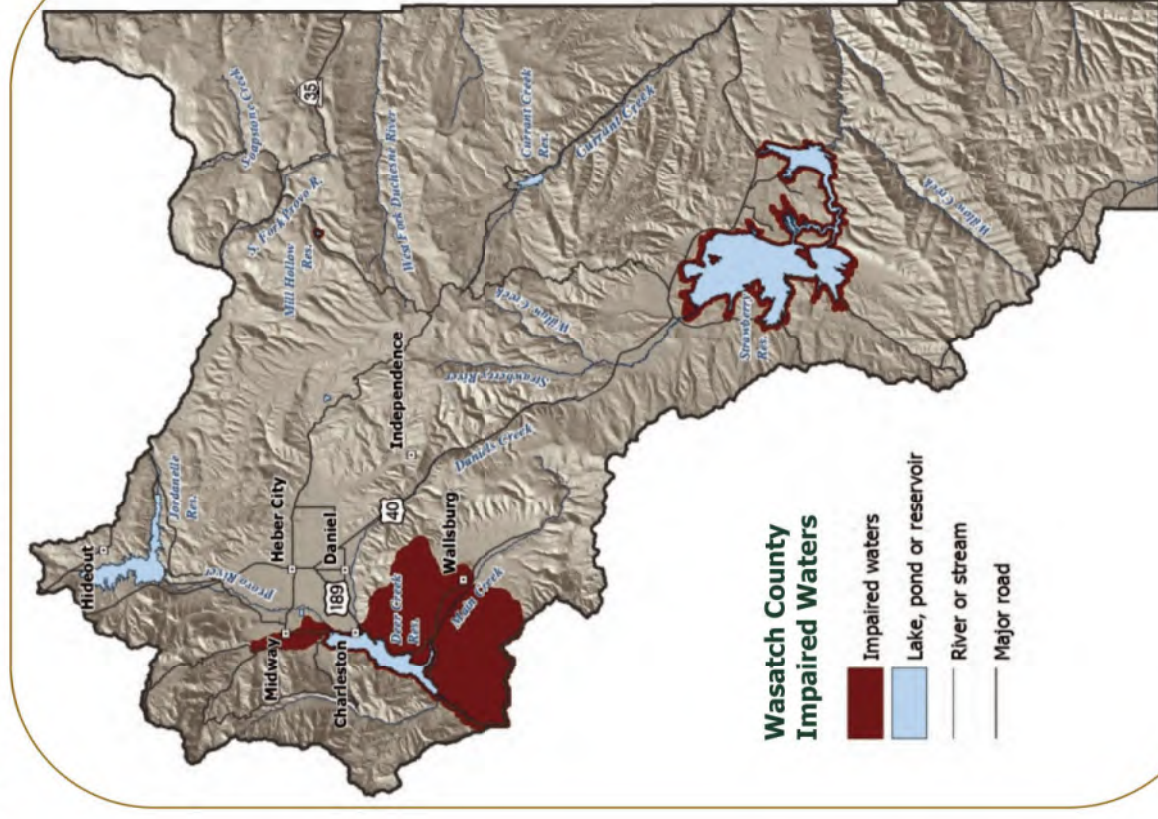
Mill Hollow Reservoir

Parameters that have exceeded state water quality standards for defined beneficial uses are phosphorus and dissolved oxygen. On occasion, when a heavy algal bloom is in progress, pH values will exceed the criteria of 9.0.

Deer Creek Reservoir

Deer Creek has been identified as a priority target for the state's water quality improvement effort. Past water quality monitoring has shown that Deer Creek Reservoir regularly exceeded state water quality criteria for total phosphorus and dissolved oxygen. Erosion has been identified as one of the major sources of phosphorus into the reservoir. Main Creek has high concentrations of nutrients and sediments in its flow to Deer Creek Reservoir. The high sediments indicate that stream bank stabilization is a likely problem.⁴ To address the issues, a large stream restoration project along Main Creek will begin fall of 2013 in Wallsburg.

Streams and lakes not meeting their water quality standards are identified on the state's 303 (d) list, per the Clean Water Act. This section of the act also requires states to develop and implement plans to improve water quality to meet these standards.



Water Quality Issues

Stream-bank Erosion: Sediment is probably one of the most easily recognized water quality issues. Turbid water decreases light penetration, interferes with plant growth, and decreases species diversity. Sediment also decreases the storage capacity of lakes and reservoirs. Solutions include stream fencing, proper grazing management, stream restoration, bank stabilization, and riparian vegetation establishment.

Nutrients: Increases of phosphorus and nitrogen into receiving waters results in an increase of plant and algae growth, which can lead to increased eutrophication rates. Highly enriched conditions result in changes in taste, color, and odor of drinking water and a significant decrease in organism diversity. Solutions include stream fencing, proper grazing management, berms, stream restoration, and riparian vegetation establishment.⁵

Wasatch County Water Efficiency Project

Completed in the spring of 2001, the Wasatch County Water Efficiency Project increased water use efficiency throughout Wasatch County. Approximately 9.5 miles of canal were lined with concrete. Pipelines, regulating ponds, and pump stations were installed to distribute water from the canals to nine participating irrigation companies on the east side of the Heber Valley, and approximately 9.2 miles of stream were enhanced. Due to the conserved water, the efficiency project was able to replace the water that was diverted from the upper Strawberry trans-basin diversion structure, allowing for the removal of the structure and returning the diverted water to the Strawberry River Watershed and increasing the natural stream flow. Termination of the trans-basin diversion and the increased flow of approximately 2,900 acre feet of water has improved the fishery in the Strawberry River.

A major water use change was the conversion of 3,675 acres of farmland from flood to sprinkler irrigation. Overall, irrigation use efficiency on the converted lands increased from 35 percent to approximately 65 percent. The second type of water use change was an improvement in water availability, primarily during years with low precipitation. Since the completion of the project, producers have reported an increase in crop yields.

Additional uses for the conserved water includes supplemental in-stream flows and the maintenance of wetland areas.⁶



Wasatch County Water Efficiency Project cement canal lining.



Regulation pond. Photos courtesy Jane Giles

SMALL ACREAGE AGRICULTURE

The unprecedented movement of people from cities and towns into formerly rural areas has created many problems in sanitation, flood control, and road and building construction, as well as farming. Summer home developments have already started in several parts of the Heber Valley Area. Many summer and year-round homes have been built in the mountains and foothills west and northwest of Midway. Expanding population into Wasatch County will require additional public services and such facilities as schools, churches, and recreational areas.

Land values in this area have taken a sharp rise in recent years. The median house value in Wasatch County was \$317,900 in 2006 to 2010 and has grown by 71.56% since 2000, which is much higher than the state average rate of 48.67%.⁷ This is mainly due to summer home site developments and other speculative ventures. The result of this rise in home and land value has made it almost prohibitive to purchase land for farming.

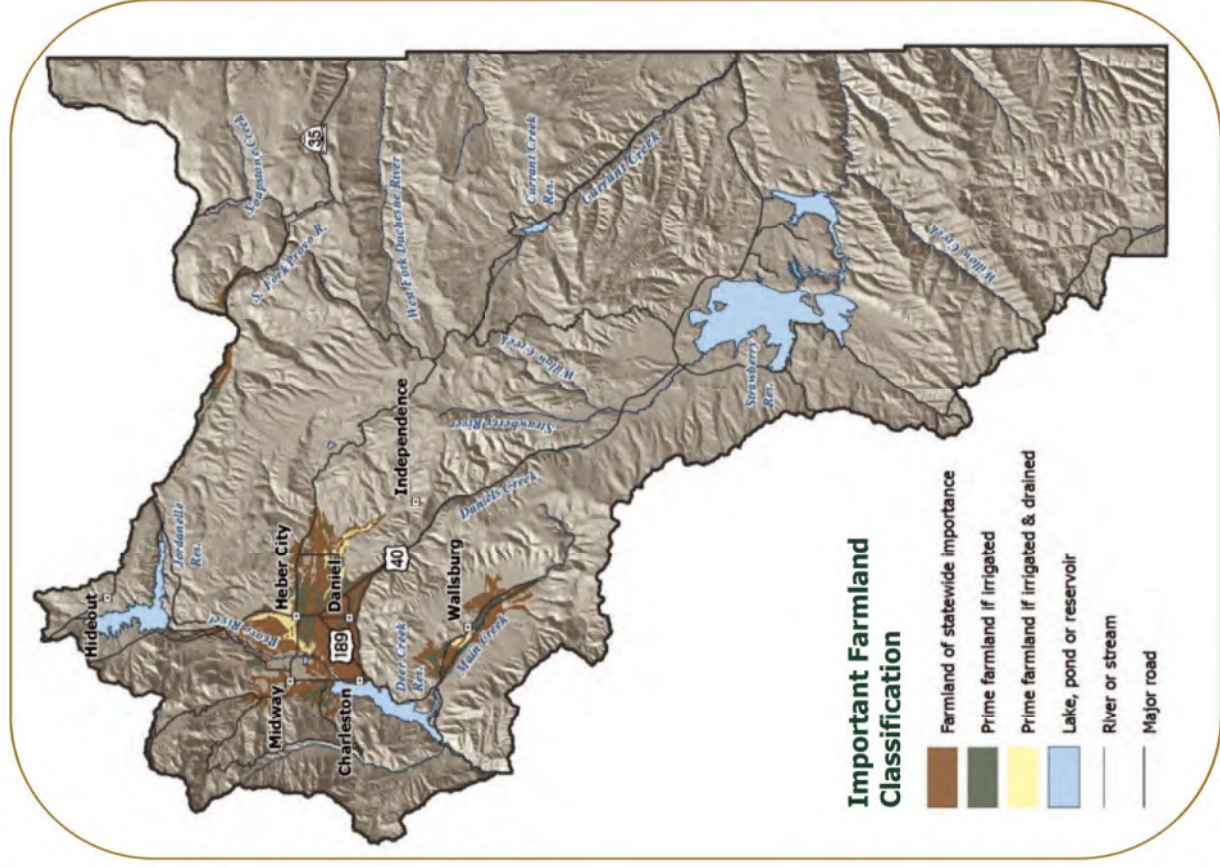
As Wasatch County continues to grow and develop, planners and land managers will need to consider the role productive farm lands and soils play in maintaining the economic viability of agriculture in the county.⁸

Farmland of Statewide Significance

Land identified by state agencies as important for agricultural use, but not of national significance, can be designated as statewide important farmland.

Prime Farmland

Prime farmland is a national designation for land that has the best combination of physical and chemical characteristics for producing food, feed, fiber, forage, oilseed, and other agricultural crops with minimum inputs of fuel, fertilizer, pesticides, and labor and without intolerable soil erosion.



⁷ USA.com, Wasatch County
⁸ Soil Survey, Heber Valley Area, Parts of Wasatch and Utah Counties

Loss of Agricultural Lands in Wasatch County

Contrasting aerial photos taken west of Heber City in 1993 and again in 2011 illustrate the intensity of urban development.



The Utah Agriculture Sustainability Task Force was created to address popular interest in agricultural land preservation and sustainability. The Task Force is offering 29 recommendations that are expected to protect and enhance Utah agriculture. The recommendations generally call for the creation of new laws and policies at the federal, state, and local levels that remove obstacles for safe modern farming and ranching. The full report can be found at: www.ag.utah.gov/divisions/conservation/documents/TaskForceSummaryNov162011.pdf.

WILDLIFE HABITAT

Aquatic Habitat

In 1999, the Utah Division of Wildlife Resources and the U.S. Bureau of Reclamation initiated the Provo River Restoration Project by creating new meanders, side channels, and wetland ponds in and around the Provo River. A multiple-thread meandering channel was created. The river was reconnected to existing remnants of historic secondary channels, and small side channels were inserted to recreate aquatic features. A significant amount of vegetation was added to provide the necessary environment for healthy fisheries. Side channels and ponds were created to improve fish habitat and create wetland habitat for wildlife.⁹

Mule Deer Habitat

Mule deer numbers are declining across the West, and recent deer hunts have been difficult for many Utah hunters. This issue has been—and continues to be—a top priority for Utah's wildlife managers. Over the past six years, the Division of Wildlife Resources (DWR) has invested tens of millions of dollars to implement a comprehensive deer-management plan and to help our struggling herds.



Photo Courtesy: Utah Division of Wildlife Resources

The DWR has launched a massive effort to restore mule deer habitat. It's the largest such initiative ever undertaken in Utah—and in the West. Over the past six years, the DWR and its many partners have improved mule deer habitat on more than 778,000 acres, at a cost of more than \$76 million. Habitat improvement projects often take a few years to pay off, but over the long term, this effort will result in healthier deer populations statewide. The current Utah deer-management plan (effective 2008–2013) includes an objective to improve another 500,000 acres of habitat.

Starting in early December each year, the DWR monitors individual mule deer herds on a weekly basis. Biologists look at both the deer and their winter range, assessing the following factors: snow depth, area temperatures, availability of forage, body condition (fat measurements), and depredation issues. If the deer fall below certain pre-established thresholds in three or more of these categories, the DWR is prepared to begin a supplemental feeding program to help them through the season.¹⁰



Photo Courtesy: Utah Reclamation Mitigation and Conservation Commission, by Tyler Allred

Predator Control

Predator control is vital to the establishment of sage-grouse and other threatened and endangered species. It is observed that the increase in predators, through their protection, has resulted in the decrease of the sensitive species that wildlife agencies are trying to protect. The use of best management practices to control predators is needed to protect sensitive species.

Additional concerns exist regarding wildlife in Wasatch County. The following list shows a number of those concerns, as well as needs that, if observed, may help address fish and wildlife concerns.

Concerns

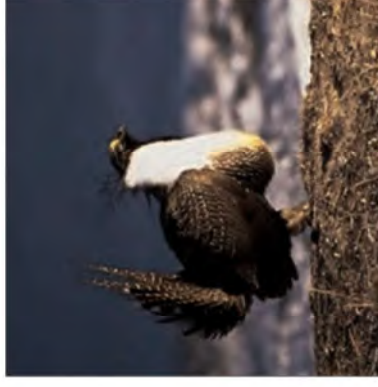
- Predators reducing the numbers of desired wildlife species.
- Habitat management instead of predator control, reducing acreage once available to grazing.
- Introduction of otters creating water use problems.
- Wolves potentially negatively impact citizens, livestock, and wildlife.
- Endangered species and sensitive species regulation impacting water and land use.
- Declining pollinator numbers.

Needs

- Improve management of predator numbers to restore historic populations of wildlife, especially where habitat is sufficient.
- Use livestock as a tool to improve habitat.
- Discourage otter introduction.
- Discourage wolf introduction.
- Collaborate and increase opportunities for local input on endangered and sensitive species-related regulation.
- Support and increase the number of pollinators through habitat enhancement and other measures.¹²

Greater Sage-Grouse

(*Centrocercus urophasianus*)



The greater sage-grouse is an icon of western sagebrush ecosystems. It is a large, rounded-winged, spike-tailed, ground-dwelling bird, about two feet tall and weighing from two to seven pounds. Females are a mottled brown, black, and white. Males are larger and have a large white ruff

around their neck and bright yellow air sacks on their chest.¹¹ Sagebrush is the predominant plant of quality habitat. A good understory of grasses and forbs, and associated meadow areas, are essential for optimum habitat. Male sage-grouse gather in traditional “strutting grounds” during March and April and put on spectacular courtship performance—strutting with their tails erect and spread and air sacs inflated. The principle winter food item is sagebrush leaves. During summer, the fruiting heads of sagebrush, leaves, and flower heads of clovers, dandelions, grasses, and other plants are eaten.¹²

Greater sage-grouse conservation is urgent. Once seen in great numbers across sagebrush landscapes of the West, sage-grouse have declined in number over the past one hundred years because of the loss, degradation, and fragmentation of the sagebrush habitats essential for their survival. Greater sage-grouse now occupy only about 56% of the habitat that was available to them before the arrival of settlers of European descent. Sagebrush ecosystems are home to a surprisingly abundant number of wildlife species that depend on this complex and often fragile ecosystem type. If sage grouse populations are in trouble, it means other sagebrush-dependent species are too.¹¹

FOREST HEALTH

Trees are identified as an important resource in Wasatch County. With the creation of a tree board, public awareness in Heber City is high. In 2010, Heber City was recognized as a Tree City. Not only are the trees located in the city important, but the surrounding mountainous woody vegetation are also of vital concern. Watershed health is dependent upon vegetation in order to increase water percolation and reduce soil erosion.¹³

In 2011, the U.S. Forest Service performed a forest health aerial detection survey within Wasatch County. The table to the right shows the type of species infected, number of trees, and acres affected. The results of the survey showed the biggest impact was contributed to a epidemic population of spruce beetle and spruce tree mortality.

Spruce beetle populations are rapidly expanding in some areas, causing entire drainages to be infested in the course of one year. In some cases nearly every mature spruce has been killed in multiple drainages, from the creek bottoms all the way up to the high elevations.

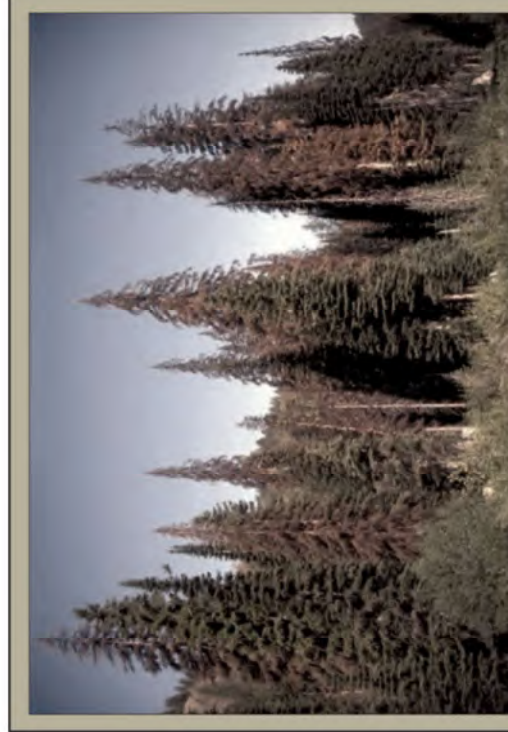
In Wasatch County substantial pockets of spruce mortality (over 20,000 trees killed) were detected on the northern end of the Heber Ranger District. High levels of Engelmann spruce mortality were mapped, centered around Duchesne Ridge and extending south to Trout Creek Ridge, north to Soapstone Basin, west to Bald Knolls, and east to the district boundary and along the Lake Creek drainage.

The spruce beetle still poses important management concerns for the heavily used recreation areas along the Wasatch Back.¹⁴

2011 Wasatch County Forest Health Aerial Detection Survey

Insect/Tree Species	Trees	Acres
Mountain Pine Beetle	815	490
Douglas-fir Beetle	587	285
Spruce Beetle	23,325	10,125
Fir Engraver	75	38
Subalpine Fir Mortality	615	312
Aspen Dieback/Decline		755
Aspen Defoliation		421

Forest Health Aerial Detection Survey



Beetle kill spruce. Photo courtesy PJ Abraham, Division of Forestry Fire and State Lands.

¹³ Heber City Corporation

¹⁴ Wasatch County Forest Health Resource Assessment

Aspen is another species in the county showing signs of stress and lack of regeneration. The two principle reasons associated with these observations are: succession of aspen forests to other vegetation types due to fire exclusion and heavy ungulate damage.

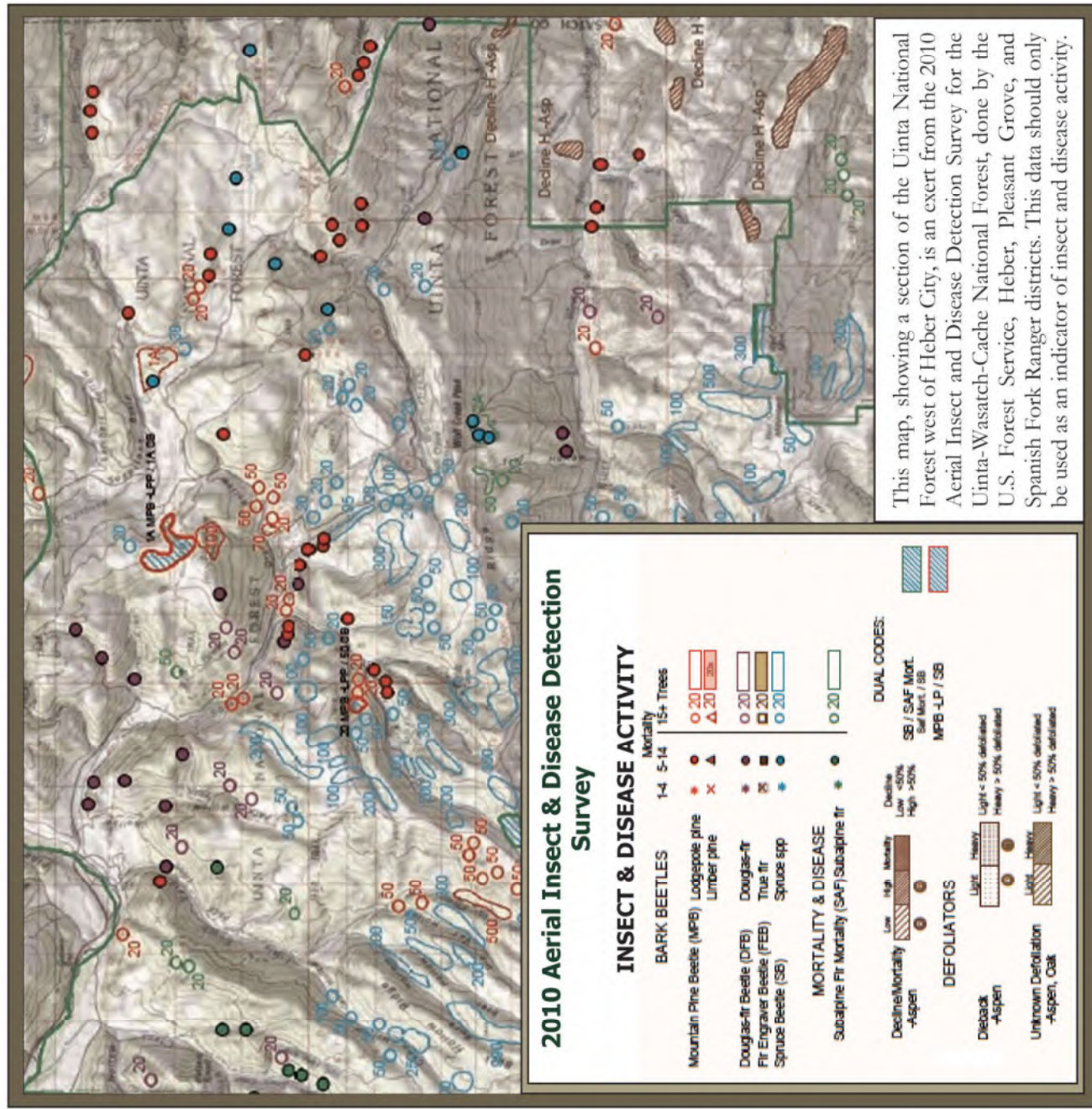
Given the abundance of dead, dying, and on-the-ground debris, fire has become an ever increasing concern. Fire is nature's way of cleaning landscapes and recycling resources. The different types of landscapes found within the county have become dependent upon fire to maintain the health and vigor of the many ecosystems found within in the area. With the advent of fire suppression, many of the ecosystems have departed from pre-suppression conditions. As a result, when fires occur, they are often more damaging to ecosystems and cause a greater adverse impacts to soil, wildlife habitat, recreational resources, and important watersheds.¹⁵

For technical assistance or more information regarding forest health concerns please contact:

PJ Abraham, Area Forester
Forestry, Fire & State Lands
2210 S. Hwy. 40 Ste. B
Heber City, UT 84032
(435)671-3326

Additional information regarding the 2010 Aerial Insect and Disease Detection Survey can be found at:

http://www.fs.usda.gov/detailfull/r4/forest-grasslandhealth/?cid=fsbdev3_016120&width=full.



Web Soil Survey

Three examples of Web Soil Survey (WSS) interpretations showing suitability and limitations for the selected area: available water capacity, soil limitations for dwellings with basements, and septic tank absorption fields. Additional soil criteria and the complete descriptions for each category below can be obtained at: websoilsurvey.nrcs.usda.gov. WSS is a free online service that provides information on a large variety of soil concerns for any selected land area or parcel.

Available Water Capacity



Available water capacity (AWC) refers to the quantity of water that the soil is capable of storing for use by plants. The capacity for water storage is given in inches of water per inch of soil for each soil layer. The capacity varies, depending on soil properties that affect retention of water. The most important properties are content of organic matter, soil texture, bulk density, and soil structure, with corrections for salinity and rock fragments. Available water capacity is an important factor in the choice of plants or crops.

Soil Limitations for Dwellings with Basements



Dwellings are single-family houses for three stories or less. For dwellings with basements, the foundation is assumed to consist of spread footings of reinforced concrete built on undisturbed soil at a depth of about 7 feet. The ratings for dwellings are based on the soil properties that affect the capacity of the soil to support a load without movement and the properties that affect excavation and construction costs. The properties that affect the load-supporting capacity include depth to a water table, ponding, flooding, ...

Septic Tank Absorption Fields



Septic tank absorption fields are areas in which effluent from a septic tank is distributed into the soil through subsurface tiles or perforated pipe. Only that part of the soil between depths of 24 and 60 inches is evaluated. The ratings are based on the soil properties that affect absorption of the effluent: construction and maintenance of the system, and public health. Saturated hydraulic conductivity (Ksat), depth to a water table, ponding, depth to bedrock or a cemented pan, and flooding affect absorption of the

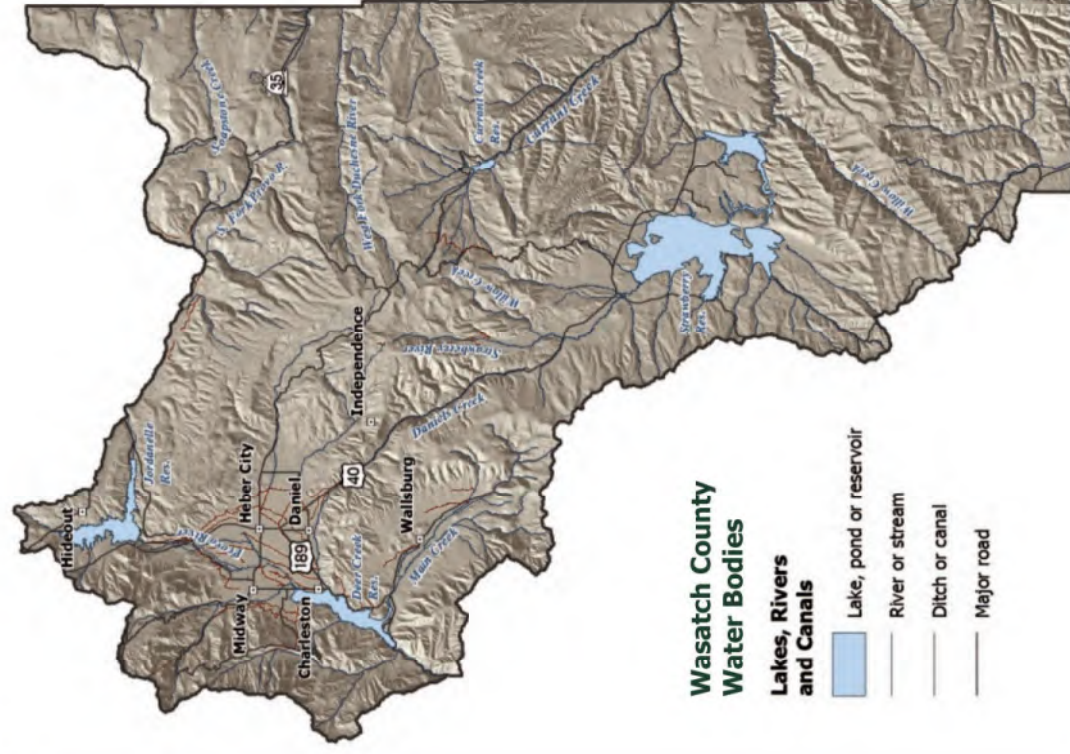
WATER

With many high mountains and valleys and an annual precipitation rate of 16 to 30 inches in the higher elevations¹⁵, Wasatch County rarely hurts for water. At 32 square miles, reservoirs and lakes in the county cover approximately 2.63 percent of the total land in the county.¹

At approximately 1,106,500 acre-feet of storage, the largest water-body in the county is Strawberry Reservoir. The Strawberry Watershed is approximately 136,000 acres, with 132 miles of the perennial streams and 235 miles of intermittent stream found within the watershed area. Strawberry Reservoir is one of principal water storage features of the Central Utah Project that delivers water to the Uinta Basin and the Wasatch Front. It is estimated that the Central Utah Project's Utah Lake Drainage Basin Water Delivery System delivers an average of 101,900 acre-feet of water from Strawberry Reservoir to the Wasatch Front area for municipal and industrial uses. Recreation is significant; Strawberry is considered to be Utah's premier trout fishery in terms of angler hours and number of fish produced. It is the destination of over two million visitors each year, and is one of the most heavily used reservoirs in the state.¹⁶

The second largest water-body in the county is Jordanelle Reservoir with 360,500 acre-feet. Jordanelle is an impoundment of the Jordan River, capturing spring runoff and storing it for irrigation, municipal, industrial, fish and wildlife, and recreational use. The Jordanelle Watershed is approximately 339,800 acres.⁴

Deer Creek Reservoir is located in Wasatch County, has a capacity of 152,700 acre-feet, drains an area of 171,663 acres, and serves residents of both Utah and Salt Lake Counties. The reservoir has four major inflows: Provo River, Main Creek, Snake Creek, and Daniels Creek.⁹



¹⁵ Pioneer, Utah's Online Library

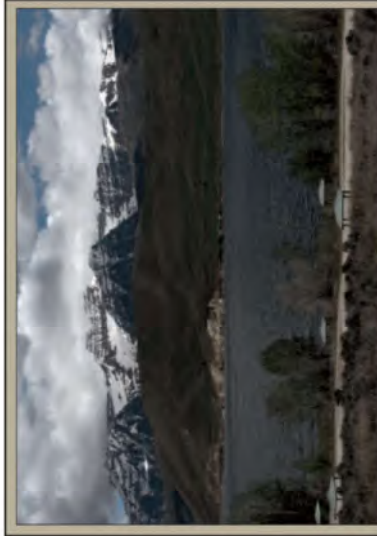
¹ US Census Bureau

¹⁶ Strawberry Reservoir TMDL

⁴ Utah DEQ, DWQ, Watersheds, Lakes and Reservoirs.

⁹ Deer Creek TMDL

Current Creek Reservoir only holds 15,670 acre-feet of water, drains an area of 30,200 acres, and is primarily used for irrigation on the Wasatch Front. As urbanization replaces agricultural land, it is expected that some water will be used for culinary purposes.



*Deer Creek Reservoir.
Photo courtesy Dave Wham.*

Mill Hollow Reservoir is a small artificial stabilized lake (315 acre-feet) maintained by the Division of Wildlife Resources to provide angling opportunities. Water is used for recreation and aquatic habitat and is never drained for agricultural use.⁴

The Provo River flows approximately 70 miles and is a source of irrigation water for agricultural purposes. In the Heber Valley there are fourteen irrigation companies that have water rights to the Provo River.⁹

Wasatch county is divided into two main watersheds—the Colorado and the Great Basin drainage systems. Because of its annual precipitation and its location between the Uinta and Wasatch mountains, Heber Valley is well endowed with water. Flowing from the East are Daniels, Lake Fork, and Center creeks. From the north and northeast is the Provo River. From the west Snake Creek drains a central portion of the Wasatch Mountains. Two additional sources of water are man-made—the Ontario Drain Tunnel west of Keetley drains many of the Park City mines and the Weber/Provo diversion canal diverts water from the Weber across the Kamas prairie in Summit to the Provo River in Wasatch County.¹⁵

As depicted in the map to the right, sub-watersheds include the Provo, Duchesne, and Strawberry. A small portion of the Price River watershed is located in the southern tip of the county. The Spanish Fork watershed borders on the west.

Sub-Watersheds within Wasatch County



*Wasatch County consists of four sub-watersheds:
Duchesne, Provo, Strawberry, and Price.*

⁴ Utah DEQ, DWQ, Watersheds, Lakes and Reservoirs.

⁹ Deer Creek TMDL

¹⁶ Pioneer, Utah's Online Library

AIR & CLIMATE

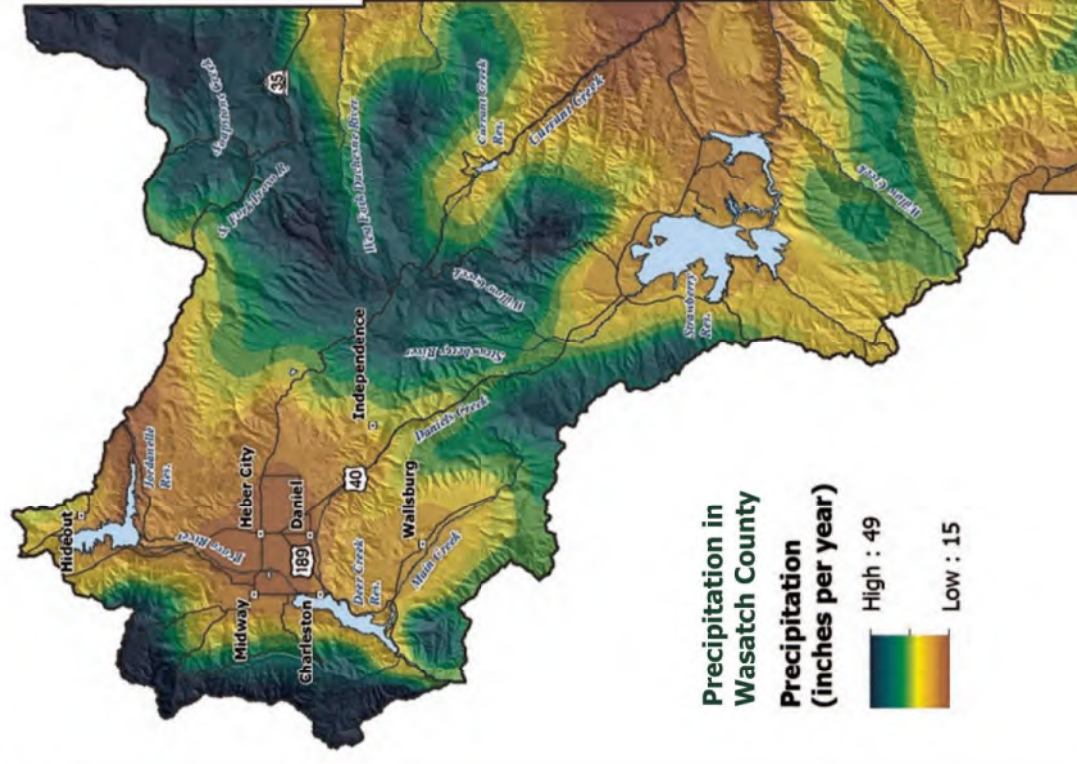
Air Quality

Identified by the Clean Air Act, six common air pollutants are found across the United States that can create health hazards, harm the environment, or cause damage to property. These six common air pollutants include carbon monoxide, lead, nitrogen dioxide, particulate matter (PM10 and PM2.5), ozone, and sulfur oxides.

Wasatch County is classified by the United States Environmental Protection Agency (EPA) as an attainment area for air quality. This means that the county's air meets the National Ambient Air Quality Standards (NAAQS) set forth by the EPA. Areas that do not meet the NAAQS are classified as nonattainment areas and are then required to develop and implement comprehensive state plans to reduce pollutant levels. The State of Utah currently has 24 air monitoring stations located across the Wasatch Front and in southwestern Utah.¹⁷

Climate

The Heber Valley area, consisting of mountain valley and the surrounding higher areas of mountains, has a very wide variation in climate. The floor of the valley averages just over a mile above sea level; however, some fifteen miles to the west, the Wasatch Mountains tower more than a mile higher. The valley has two main drainage ways and several minor ones, but the only outlet is through the relatively narrow Provo Canyon. The remainder of the area is composed of the encircling mountains, which have fairly steep slopes.⁸



¹⁷ Division of Air Quality Annual Report
⁸ Soil Survey Heber Valley Area, Parts of Wasatch and Utah Counties

The climate of this area is continental. It features low humidity, abundant sunshine all year except in winter and early in spring, relatively light precipitation, and wide ranges in annual temperature. The topographic features result in the formation of a pronounced temperature inversion during most seasons of the year, because the cold air flows down the mountain slopes and collects on the floor of the valley below. This inversion causes the average temperature on the slopes 1,000 to 1,500 feet above the valley floor to be several degrees higher than temperatures either above or below this level. The growing season on the valley floor is very short, generally between June 19th and September 4th.

Summer temperatures are cool and pleasant. A maximum temperature of 100°F is recorded during only about one out of ten years. During the warmest month (July), maximum temperatures are generally in the middle eighties and the minimum in the middle forties.

Winter temperatures are very cold. The January average minimum on the valley floor is only 6°F and the maximum is in the middle thirties. The bulk of the precipitation is received from October to May, when low-pressure fifteen from the Pacific Ocean frequent the region. Amounts range from as low as fifteen inches a year near the valley floor to between 25 and 36 inches on some of the higher mountain slopes. On an average, the heaviest amounts occur during December and January, but there is a secondary maximum in August when summer thunderstorms occur. Nearly half the annual precipitation falls as snow in the lower valley, and the percentage increases as the elevation increases.

Winds in the valley are generally light to moderate during all seasons of the year, but they become quite strong at higher elevations during winter storms. In the lower valley, the strong winds that occur are generally associated with local thunderstorm activity.⁸

NRCS Snow Survey and SCAN Programs

The Natural Resources Conservation Service (NRCS) Snow Survey Program generates water supply forecasts and provides near real-time climatic data from high elevation, snow-fall driven environments in the western United States. Timing and amount of snowpack, along with temperature fluctuations throughout the spring and summer months, impact the amount of water available for irrigation during the growing season. The NRCS Snow Survey provides valuable data that is used to help manage water resources in order to maximize available water.



The SNOTEL site at Strawberry Divide in Wasatch County.

In Wasatch County, NRCS operates five SNOTEL (SNOWpack TELEmetry) sites monitoring snowpack conditions: Beaver Divide (8,280 ft), Curran Creek (8,000 ft), Daniels-strawberry (8,123 ft), Hobbie Creek (7,399 ft), and Strawberry Divide (8,123 ft). SNOTEL sites are highly important to the watersheds and water outlook in Wasatch County. Additional climatic data is available at <http://www.ut.nrcs.usda.gov/snow/>.

The NRCS Soil Climate Analysis Network (SCAN) is a nationwide climate network that provides near real-time soil moisture and temperature data coupled with additional climate information for use in natural resource planning, drought assessment, water resource management, and resource inventory. The stations are remotely located and collect hourly atmospheric and soils data from spatially representative soils and landscapes. Sites are located in agriculturally important areas that best represent current irrigated and non-irrigated practices. For access to data from other nearby sites, visit <http://www.wcc.nrcs.usda.gov/scan/Utah/utah.html>.

PLANTS

Crops and Pasture

There are approximately 17,000 acres of irrigated land in Wasatch County. The primary irrigated crops are oats for grain and hay for forage. Wasatch County had roughly 6,800 acres in alfalfa production in 2009 and 6,200 acres in 2010. The remaining irrigated land is used as pasture consisting mainly of native, introduced, and improved grasses.¹⁸

Rangeland

Wasatch County lies within the E47A, Wasatch Mountains North Major Land Resource Area (MLRA). Approximately 90 ecological range sites are found in the county and four major zones: the lowland sub-irrigated zone, upland zone, mountain zone, and high mountain zone.

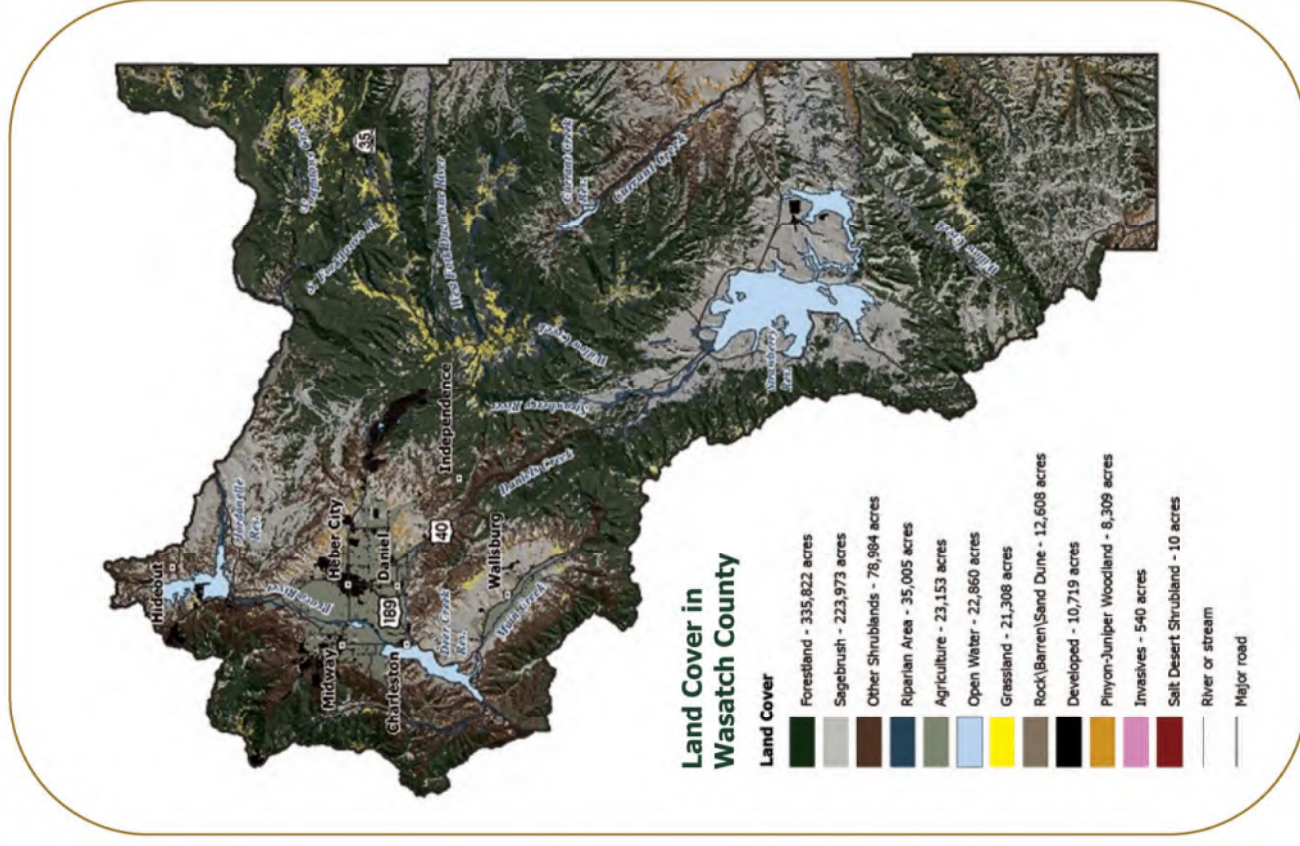
Plants present in the lowland sub-irrigated zone may include: tufted hairgrass, Nebraska sedge, alpine timothy, meadow plantain, white march marigold, bittercress, cottonwood, Geyer willow, and Woods rose. These sites have the potential to produce approximately 6,400 lbs. of herbage per acre in favorable years.

The upland zone may include: bluebunch wheatgrass, needleandthread grass, Indian ricegrass, Great Basin wildrye, western aster, longleaf hawksbeard, common yarrow, arrowleaf balsamroot, Wyoming and basin big sagebrush, bitterbrush, and winterfat. This zone has a potential to produce 1,600-2,000 lbs. of herbage per acre in favorable years.

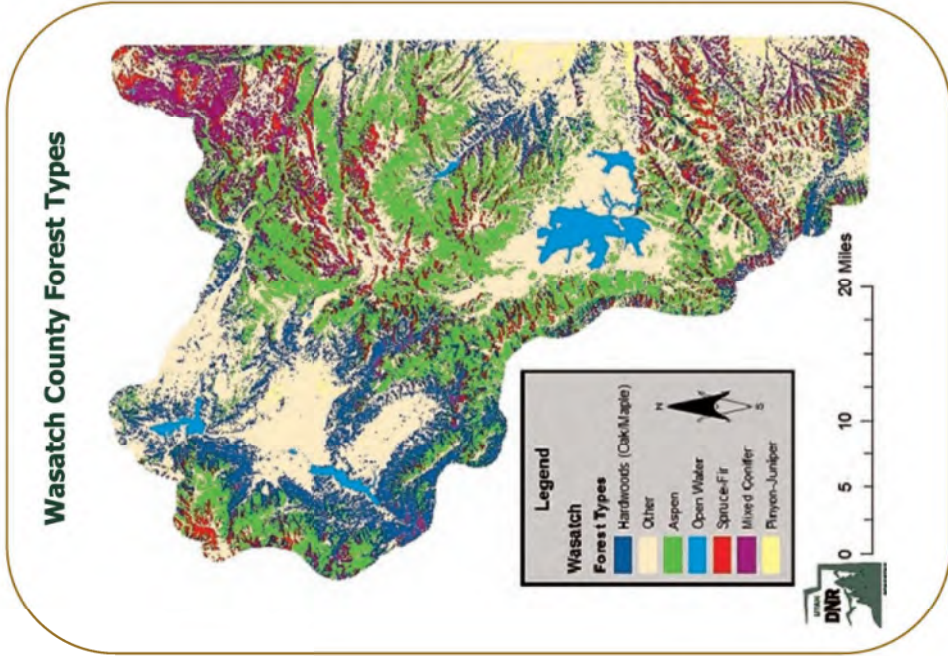
Plants present in the mountain zone may include: bluebunch wheatgrass, muttongrass, Indian ricegrass, king spike fescue, common yarrow, arrowleaf balsamroot, small leaf pussytoes, black sage, mountain big sage, curleaf mountain mahogany, and serviceberry. This zone has the potential to produce 2,400-2,500 lbs. of herbage per acre per year.

Plants in the high mountain zone may include: slender wheatgrass, mountain brome, sheep fescue, nodding brome, cutleaf balsamroot, larkspur, phlox, bitterbrush, and silver sagebrush. This zone has the potential to produce 1,700-1,800 lbs. per acre in favorable years.¹⁹

¹⁸ Utah Agricultural Statistics
¹⁹ Ecological Site Descriptions



Production varies from zone to zone depending on moisture, soils, climate, and elevation. The growing season varies from 50 to 180 days, depending on ecological site and elevation. Elevation in Wasatch County varies from 5,600 feet to over 10,000 feet. The majority of grazing land is controlled by federal (USFS) and state governments (DWR and SITLA) and comprises a total of 443,483 acres. Private rangeland is made up of about 51,046 acres.²⁰ Production is excellent on most ecological sites in favorable years and plays a vital role in helping to maintain and support the ranching industry. Cattle and sheep are the dominant grazers with horses and goats playing a lesser role in rangeland utilization. Wildlife populations depend heavily on native rangelands and utilize all major ecological range sites in Wasatch County for forage, nesting, escape cover, parturition cover, and summer and winter range. Like anywhere, invasive weeds can be a problem on range sites that may get abused by domestic grazing animals. It will be a priority of the district to continue working with livestock producers to carry out responsible range management.²⁰



Forestland and Woodland

Tree species that are found above the cities are: Gambel oak, bigtooth maple, boxelder, cottonwood, mahogany, juniper, lodgepole, ponderosa, Douglas fir, aspen, white-fir, spruce (blue and Englemann), sub-alpine fir, and limber pine.

It is difficult to put a value on forested land. However, the only timber in the county that holds commercial value are conifers (Douglas fir, spruce, and, to some extent, white and sub-alpine firs). With the current spruce beetle attacks, the value of spruce is diminishing each year the trees stands die. Other than these species, there's virtually no value in any tree species at this point in time.²¹

Ute ladies'-tresses (*Spiranthes diluvialis*)

Status: Threatened



Ute ladies'-tresses is a perennial herb with erect, glandular-pubescent stems 12-60 cm tall, arising from tuberous-thickened roots. Basal leaves are narrowly linear, up to 1 cm wide and 28 cm long, and persist at the time of flowering. Leaves become progressively smaller up the stem and are alternate. The inflorescence is a sparsely pubescent 3-15 cm long spike of numerous small white or ivory-colored flowers arranged in a gradual spiral. Individual flowers are 7.5-15 mm long and faintly fragrant (with a vanilla-like scent). The lip petal is oval to lance-shaped, narrowed at the middle, and has crispy-wavy margins. Sepals are separate or fused only at the base (not fused into a hood-like structure) and are often spreading at their tips. Fruits are cylindrical capsules with numerous seeds.²²

1 US Census Bureau
 20 Wallsburg Coordinated Resource Management Plan
 21 PJ Abraham, DJFSL
 22 United States Fish and Wildlife Service

ANIMALS

Livestock

Most cattle operations in the county are cow-calf operations where calves are marketed and sold in the fall. The sheep industry is also found in the county. In 2007, cattle and sheep production in Wasatch County averaged around 11,000 and 10,000, respectively.²³ The mountains and lower elevations of the valley floors provide significant summer and winter range for the beef cattle and sheep industries.

Aquatic life

Because Strawberry, Deer Creek, and Jordanelle reservoirs are higher in elevation, they offer an abundant population of cold water sport fish. All three reservoirs contain numerous trout species, including rainbow trout, cutthroat trout, brown trout, and brook trout. Other species of fish include small mouth bass, largemouth bass, yellow perch, chubs, and carp. Walleye were illegally introduced to Deer Creek Reservoir and have become the dominate predator; crawfish were also illegally introduced. Anglers at Mill Hollow Reservoir will occasionally catch albino rainbow trout.⁴

Wildlife

Mule deer and Rocky Mountain elk inhabit the mountains of Wasatch County during the summer and spend winter in lower elevations. Moose also call Wasatch County home. Several Wildlife Management Areas (WMAs) are located in the county and are managed by the Utah Division of Wildlife Resources, primarily for preserving wildlife habitat and providing sportsmen access for hunting and fishing. Black bear, mountain lion, bobcat, badger, mink, skunks, beaver, muskrat, raccoon, red fox, and coyote are found in Wasatch County, along with many other smaller mammal species. River otter can be observed in the Provo River above and below Jordanelle Reservoir.

Many bird species can be observed in Wasatch County, including raptors, waterfowl, wading birds, and migratory birds. The number and variety of birds in Wasatch County is so diverse that two birding organizations have identified the Heber Valley/Provo River corridor and Strawberry Valley as *Important Bird Areas* and *Utah Bird Habitat Conservation Areas*, for their respective organizations. Bald eagles can be observed during the winter in Wasatch County. The large expanses of sage brush communities in several areas of the county provide habitat for greater sage-grouse.²⁴



Photo Courtesy: US Fish and Wildlife Service



Photo Courtesy: Jane Giles

²³ National Agriculture Statistics Service

⁴ Utah DEQ: DWQ: Watersheds: Lakes and Reservoirs

²⁴ Doug Sakaguchi, Wildlife Biologist, DWR

Utah Sensitive Species

The purpose the Utah Sensitive Species list is to identify those species in the state that are the most vulnerable to population or habitat loss. This list provides land managers, wildlife managers, and concerned citizens with a brief overview of the conservation status of listed species. The list is intended to stimulate management actions, e.g., development and implementation of a conservation strategy, for listed species. By developing and implementing timely and sufficient conservation measures for sensitive species, federal listing of these species under the Endangered Species Act (ESA) may be precluded.²⁵

Threatened and Endangered Species

The purpose of the ESA is to protect and recover imperiled species and the ecosystems upon which they depend. It is administered by the U.S. Fish and Wildlife Service and the Commerce Department's National Marine Fisheries Service (NMFS). Under the ESA, species may be listed as either endangered or threatened. "Endangered" means a species is in danger of extinction throughout all or a significant portion of its range. "Threatened" means a species is likely to become endangered within the foreseeable future. All species of plants and animals, except pest insects, are eligible for listing as endangered or threatened.²⁶

Wasatch County's Federally Listed Threatened (T), Endangered (E), and Candidate (C) Species		
Common Name	Status	
Greater Sage-Grouse	C	
Yellow-Billed Cuckoo	C	
Brown (Grizzly) Bear	T	Extirpated
Canada Lynx	T	
Utah Division of Wildlife Resources, <i>County Lists of Utah's Federally Listed Threatened (T), Endangered (E), and Candidate (C) Species</i> . March 29, 2011. http://dwr.utah.gov/ucdc/ViewReports/te_cnty.pdf		



The Canada lynx is on the threatened species list.

Utah Sensitive Species

Included on Utah's State Listed Conservation Species Agreement with the U.S. Fish and Wildlife Service and Species of Concern in Wasatch County:

- Bald Eagle
- Black Swift
- Bluehead Sucker
- Bobolink
- Bonneville Cutthroat Trout
- Brown (Grizzly) Bear
- Canada Lynx
- Colorado River Cutthroat Trout
- Columbia Spotted Frog
- Ferruginous Hawk
- Fringed Myotis
- Greater Sage-Grouse
- Lewis's Woodpecker
- Long-Billed Curlew
- Northern Goshawk
- Roundtail Chub
- Short-Eared Owl
- Smooth Greensnake
- Southern Leatherside Chub
- Three-Toed Woodpecker
- Townsend's Big-Eared Bat
- Western Toad
- Yellow-Billed Cuckoo

This list was compiled using known species observations from the Utah Natural Heritage Program within the last 20 years. A comprehensive species list, which is updated quarterly, can be obtained from the Utah Division of Wildlife Resources website at: dwr.utah.gov/ucdc/.

HUMANS: Social and Economic Considerations

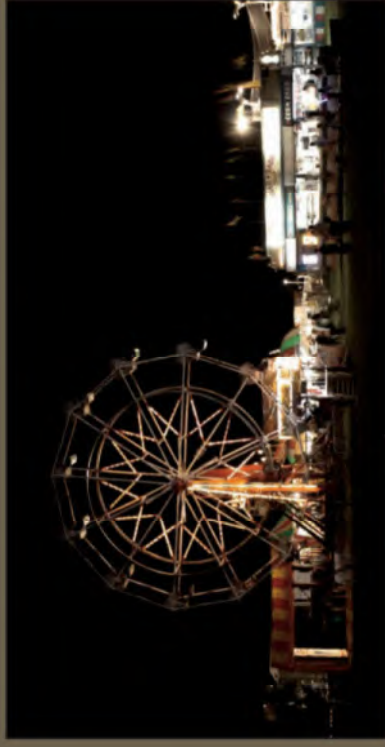
Population

From 1980 to 2011, Wasatch County's population has increased at an average rate of 3.6 percent per year. The highest population increase rate was 8.1 percent in 1980. The total population of Wasatch County in 2011 was 24,456. While natural increase is a factor in the county's population growth, two-thirds is from net in-migration.²⁷ As of 2010, populations of Wasatch County cities and towns were:

Charleston	415
Daniel	938
Heber	11,362
Hideout	656
Independence	164
Midway	3,845
Wallsburg	250

Demographics

In 2011, the county's racial makeup was 82.8 percent White, 13.5 percent Hispanic or Latino, 0.9 percent Asian, 0.8 percent American Indian, 0.5 percent Black, and 0.2 percent Hawaiian or Pacific Islander. In the same year, persons under the age of 18 represented 33.5 percent and persons 65 years and older represented 8.8 percent of the population. Seven percent of the county's population were below the poverty level, which is 4.4 percent lower than the state average of 11.4 percent mean from 2007 to 2011. High school graduates in the county made up 91.1 percent of the population, while 30.5 percent of the county reports having a bachelors degree or higher.¹



Wasatch County Fair Days Carnival. Photo courtesy Ivan Spencer.

Wasatch County Population Data



Area Name	Wasatch
Period Year	2011
Population	24,456
Births	372
Deaths	121
Natural Increase	251
Net Migration	523
Annual Change	774
Annual Rate of Change	3.3%

Source: Utah Population Estimates Committee
<http://www.governor.state.ut.us/dea/UPEC.html>

Economy

The top five nonfarm employers are the Wasatch School District, Wasatch County, Homestead/Zermatt Resort, the State of Utah and RMD Management. Federal, state, and local government jobs are the most prevalent in the county, followed by leisure/hospitality, trade/transportation/utilities, construction, and health/social services.²⁸ Agriculture is a significant portion of the labor force in Wasatch County, accounting for the jobs of nearly half the labor force. According to the USDA 2007 census of agriculture in Wasatch County, the mainstays of the agricultural community are beef cow, sheep, and hog production and oats for grain and hay for forage.²³

Recreation

Wasatch County offers year-round outdoor recreation. In summer, temperatures are usually cool and pleasant. In winter, abundant snowfall and access to numerous ski resorts makes it a paradise for winter recreation. The Provo River is a premier blue ribbon trout fishery, with brown and rainbow trout reaching record lengths. Deer Creek, Strawberry, and Jordanelle reservoirs offer additional fishing sites, as well as water skiing, boating, and opportunities for other water sports. Heber City and Midway offer various 18-hole golf courses, spas, resorts and dining options. Swiss Days is held annually in Midway and attracts tens of thousands of visitors.

One of the most popular attractions in Heber Valley is the historic Heber Valley Railroad. The sixteen miles of track between the valley and Vivian Park in Provo Canyon offers access to some of the most spectacular scenery in the state. From the reservoir, the tracks descend into Provo Canyon, following the twists and turns of the Provo River. Here, wildlife is abundant, featuring bald eagles, deer, and elk. Scenic excursions range from one and a half hours round-trip to three hours round-trip. Seasonal activity rides are also available.

The Uintas includes a high, pristine mountain area in northeastern Utah that is popular for fishing, hiking, backpacking, horse packing, hunting, and other outdoor activities. Much of the area is designated as a roadless wilderness where vehicles are prohibited. A few roads, and a handful of rugged 4X4 tracks, provide access to areas outside the wilderness and to trailheads. Developed campgrounds are located wherever roads extend into the forest. Camping is also allowed in undeveloped areas.²⁹



Wasatch County Fair Days Talent Find. Photo courtesy Ivan Spencer.



Sunset barbeque. Photo courtesy Heber Valley Railroad.

Map and GIS Data Sources

Land Ownership/Overview: Land ownership status and areas of responsibility for the State of Utah. The Utah School and Institutional Trust Lands Administration (SITLA) and the Bureau of Land Management revise this data regularly to reflect changes in ownership. Available for download from the Utah Automated Geographic Reference Center at: [http://gis.utah.gov/sgid-vector-download/utah-
sgid-vector-gis-data-layer-download-index?fc=LandOwnership](http://gis.utah.gov/sgid-vector-download/utah-
sgid-vector-gis-data-layer-download-index?fc=LandOwnership)

Watersheds: A subset of the National Hydrography Dataset (NHD). The National Hydrography Dataset (NHD) is a comprehensive set of digital spatial data that contains information about naturally occurring and constructed bodies of water, paths through which water flows, and related entities. The NHD was developed by U.S. Geological Survey (USGS) in cooperation with U.S. Environmental Protection Agency, USDA Forest Service, and other Federal, State, and local partners. Available for download from the USGS National Map website at: <http://nationalmap.gov/index.html>

Hydrography: A subset of the National Hydrography Dataset (NHD). The National Hydrography Dataset (NHD) is a comprehensive set of digital spatial data that contains information about naturally occurring and constructed bodies of water, paths through which water flows, and related entities. The NHD was developed by U.S. Geological Survey (USGS) in cooperation with U.S. Environmental Protection Agency, USDA Forest Service, and other Federal, State, and local partners. Available for download from the Utah Automated Geographic Reference Center at: [http://gis.utah.gov/sgid-vector-download/utah-
sgid-vector-gis-data-layer-download-index?fc=StreamsNHDHighRes](http://gis.utah.gov/sgid-vector-download/utah-
sgid-vector-gis-data-layer-download-index?fc=StreamsNHDHighRes)

Important Farmland: Prime, Statewide and Uniquely Important Farmland derived from the following SSURGO soil surveys: UT613 –Summit Area, Utah, Parts of Summit, Salt Lake and Wasatch Counties and UT622 - Heber Valley Area, Utah - Parts of Wasatch and Utah Counties using Soil Data Viewer, a tool created by USDA Natural Resources Conservation Service as an extension to ArcMap that allows users to create soil-based thematic maps. SSURGO depicts information about the kinds and distribution of soils on the landscape. The soil map and data used in the SSURGO product were prepared by soil scientists as part of the National Cooperative Soil Survey. SSURGO Soil Surveys are available for download from the NRCS Soil Data Mart: <http://soildatamart.nrcs.usda.gov/>

Soils Detail Data: Detailed soil properties derived from the following SSURGO soil surveys: UT613 –Summit Area, Utah, Parts of Summit, Salt Lake and Wasatch Counties and UT622 - Heber Valley Area, Utah - Parts of Wasatch and Utah Counties using Soil Data Viewer, a tool created by USDA Natural Resources Conservation Service as an extension to ArcMap that allows users to cre-

ate soil-based thematic maps. SSURGO depicts information about the kinds and distribution of soils on the landscape. The soil map and data used in the SSURGO product were prepared by soil scientists as part of the National Cooperative Soil Survey. SSURGO Soil Surveys are available for download from the NRCS Soil Data Mart: <http://soildatamart.nrcs.usda.gov/>

General Soils: General soil properties derived from the STATSGO soil survey. STATSGO depicts information about soil features on or near the surface of the Earth. These data are collected as part of the National Cooperative Soil Survey. STATSGO is designed primarily for regional, multi-county, riverbasin, state, and multi-state regional planning, management, and monitoring. The STATSGO Soil Survey is available for download from the NRCS Soil Data Mart: <http://soildatamart.nrcs.usda.gov/USDGSM.aspx>

Land Cover: USGS National Gap Analysis Program. 2004. Provisional Digital Land Cover Map for the Southwestern United States. Version 1.0. Produced by RS/GIS Laboratory, College of Natural Resources, Utah State University. Published 9/15/2004. Multi-season satellite imagery from 1999 – 2001 were used in conjunction with digital elevation model derived datasets to model natural and semi-natural vegetation.

Precipitation: Produced by U.S. Department of Agriculture Natural Resources Conservation Service – National Cartography and Geospatial Center. This vector data set provides derived average annual precipitation according to a model using point precipitation and elevation data for the 30-year period of 1971 – 2000.

Assessment Units (Impaired Waters): Produced by Utah Division of Water Quality, January 2010. This dataset represents water quality assessment units for the State of Utah, and shows the 2006 assessment category for meeting State of Utah water quality standards. Available for download from the Utah Automated Geographic Reference Center at: [http://gis.utah.gov/sgid-vector-download/utah-
sgid-vector-gis-data-layer-download-index?fc=DWQAAssessmentUnits](http://gis.utah.gov/sgid-vector-download/utah-
sgid-vector-gis-data-layer-download-index?fc=DWQAAssessmentUnits)

Roads: This data set represents street centerline data for the State of Utah as compiled by the Utah Automated Geographic Reference Center from data contributed by local, county, state, federal and tribal governments. Available for download from the Utah Automated Geographic Reference Center at: [http://gis.utah.gov/sgid-vector-download/utah-
sgid-vector-gis-data-layer-download-index?fc=Roads](http://gis.utah.gov/sgid-vector-download/utah-
sgid-vector-gis-data-layer-download-index?fc=Roads)

County Boundaries: This data set represents county boundaries in Utah at 1:24,000 scale. Last updated July, 2012. Available for download from the Utah Automated Geographic Reference Center at: [http://gis.utah.gov/sgid-vector-download/utah-
sgid-vector-gis-data-layer-download-index?fc=Counties](http://gis.utah.gov/sgid-vector-download/utah-
sgid-vector-gis-data-layer-download-index?fc=Counties)

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Map and GIS Data Sources continued...

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Loss of Agricultural Lands in Wasatch County: Image compiled using the aerial photography time comparison feature to show historical imagery on Google Earth.

2010 Aerial Insect & Disease Detection Survey: This data set represents the 2010 aerial insect survey completed by the US forest service throughout Utah. http://www.fs.usda.gov/detailfull/r4/forest-grasslandhealth/?cid=fsbdev3_016120&width=full

Wasatch County Forest Types: Southwest Regional GAP Analysis <http://earth.gis.usu.edu/swgap/>

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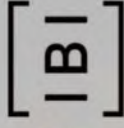
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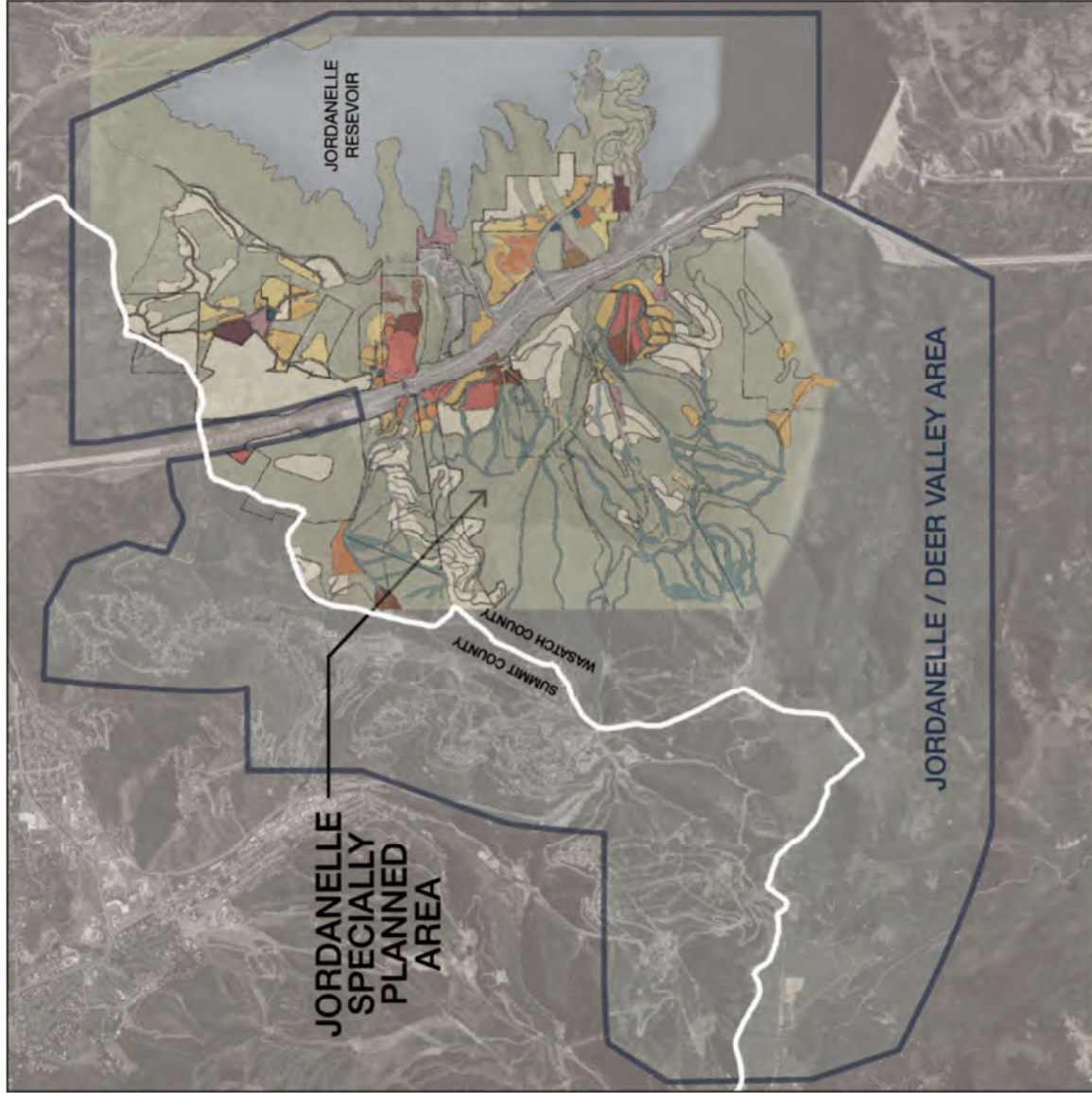
Group=PLANT&Species=PLANTUnconvEnergy_OnePager_1.PDF

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JORDANELLE SPECIALLY PLANNED AREA OVERLAY ZONE PLAN BOOK





DEER VALLEY / JORDANELLE AREA

The Jordanelle Basin is an important area in northwest Wasatch County, and is the primary gateway to Wasatch County from Park City and Salt Lake City. This area is situated between two incredible assets: Deer Valley Resort and the Jordanelle Reservoir, which offers the possibility of creating a true four seasons resort community based in outdoor recreation. Wasatch County has realized the importance of planning this area so that it can one day be a village (or series of villages) worthy of its stunning location.

VISION & PURPOSE

1. To Create a Globally Recognized "Year Round" Resort
2. To Preserve the Beauty of and Environmental Integrity of the JSPA
3. To Support and Expand the Deer Valley ski system
4. To Provide Amenities Supporting the Year Round Activities

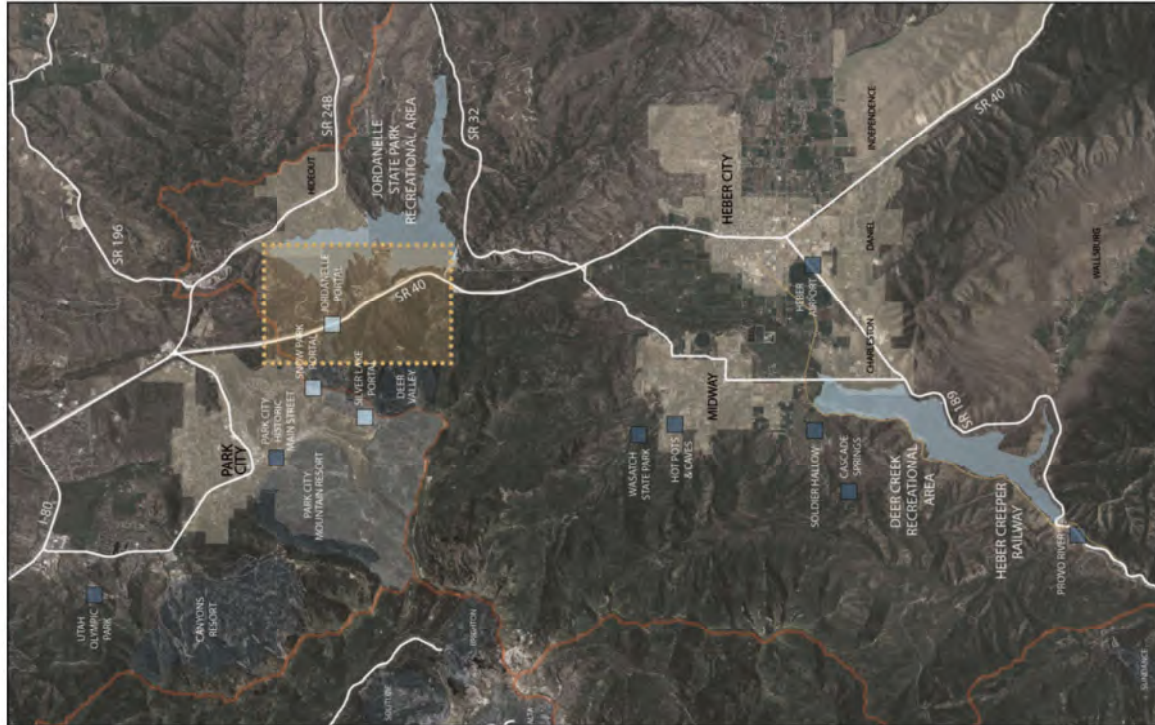
PLANNING HISTORY - 2002 "RSPA"

In 2002, Wasatch County adopted the Resort Specially Planned Area (RSPA) code as a means to encourage resort development on the westside of Jordanelle Reservoir and adjacent to Deer Valley Resort. The RSPA utilized an extensive public outreach process for input from land owners and citizens to address development potential in the area.

JORDANELLE SPECIALLY PLANNED AREA

The Jordanelle Specially Planned Area replaces the RSPA and the JBOZ as the land-use regulations for the area to further encourage high-quality resort development in the area through new financing tools, as provided by Military Installation Development Authority (MIDA).





VICINITY MAP



A STORY NO PLACE ELSE CAN TELL

The Jordanelle/Deer Valley area presents a unique, year-round resort opportunity. It is surrounded by abundant recreation opportunities, from world-class skiing on one side, to an incredible reservoir on the other, and a planned trail system to connect everything. The larger region, from Park City to the Heber Valley, contains numerous natural wonders and recreation opportunities, including fly fishing, water skiing, mountain biking, and golfing, that combine to make this location a true destination, and an ideal location for a four seasons resort.

Utah Olympic Park. This winter sports park was built for the 2002 Olympics, including facilities for ski jumping, luge, bobsled, skeleton, and nordic combined events. This facility is still used today for Olympic athlete training.

Canyons Resort. This four seasons resort has an exciting mix of experiences with 19 lifts and 4,000 acres of skiable terrain. It includes a village, lodging, dining, and shopping.

Park City Mountain Resort. This is the original ski mountain in Park City, with 19 lifts and 114 runs. It was host to all of the snowboarding events and the giant slalom competition for the 2002 Winter Olympics.

Deer Valley. This elite resort has 24 lifts and 101 runs which are extremely well groomed. It was the host for the freestyle aerials, the moguls and slalom events in the 2002 Winter

Olympics. It includes the following portals to its ski system: Snowpark Lodge (Deer Valley), Jordanelle Run (Deer Valley), and Silverlake Lodge (Deer Valley).

Jordanelle State Park Recreation Area. This area offers the best in mountain fishing, boating, water skiing, hiking trails, snowshoe trails and a state-of-the-art boat launching facility.

Wasatch State Park. The most beautiful golf course in the Intermountain West is found here, as well as camping areas and an extensive trail system.

Soldier Hollow. This facility is a cross-country ski resort that also features tubing and snowshoeing in the winter. In the summer it becomes a 36 hole golf course and features mountain biking as well. It was the new site for the 2002 Winter Olympics Biathlon, Cross Country, and Nordic Combined events.

Deer Creek Recreation Area. This is one of the best wind sailing and ice fishing areas in the Country.

Provo River. Exceptional tube floating and world class fly fishing take place on this famous river.

Heber Creeper Railway. This historic steam railway runs its scenic route several times a day.

Midway Hot Pots & Caves. Located in Midway, these natural warm springs offer revitalizing effects. You can scuba dive in a lava cave in the middle of the winter without a wetsuit.

Heber City Airport. Accommodates all private aircraft but it best known as the glider center of activity for the entire region.

Cascade Springs State Park. Incredibly beautiful multiple natural springs.

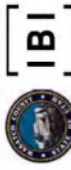
Midway City. Multiple hot air balloon launchings occur each day in a setting reminiscent of the alps.

Sundance Resort. Exclusive small ski resort owned by Robert Redford and host (along with Park City) to the Sundance Film Festival.

Historic Park City Main Street. This street is home to world-class shopping and dining, and becomes the heart of the Sundance Film Festival each year.

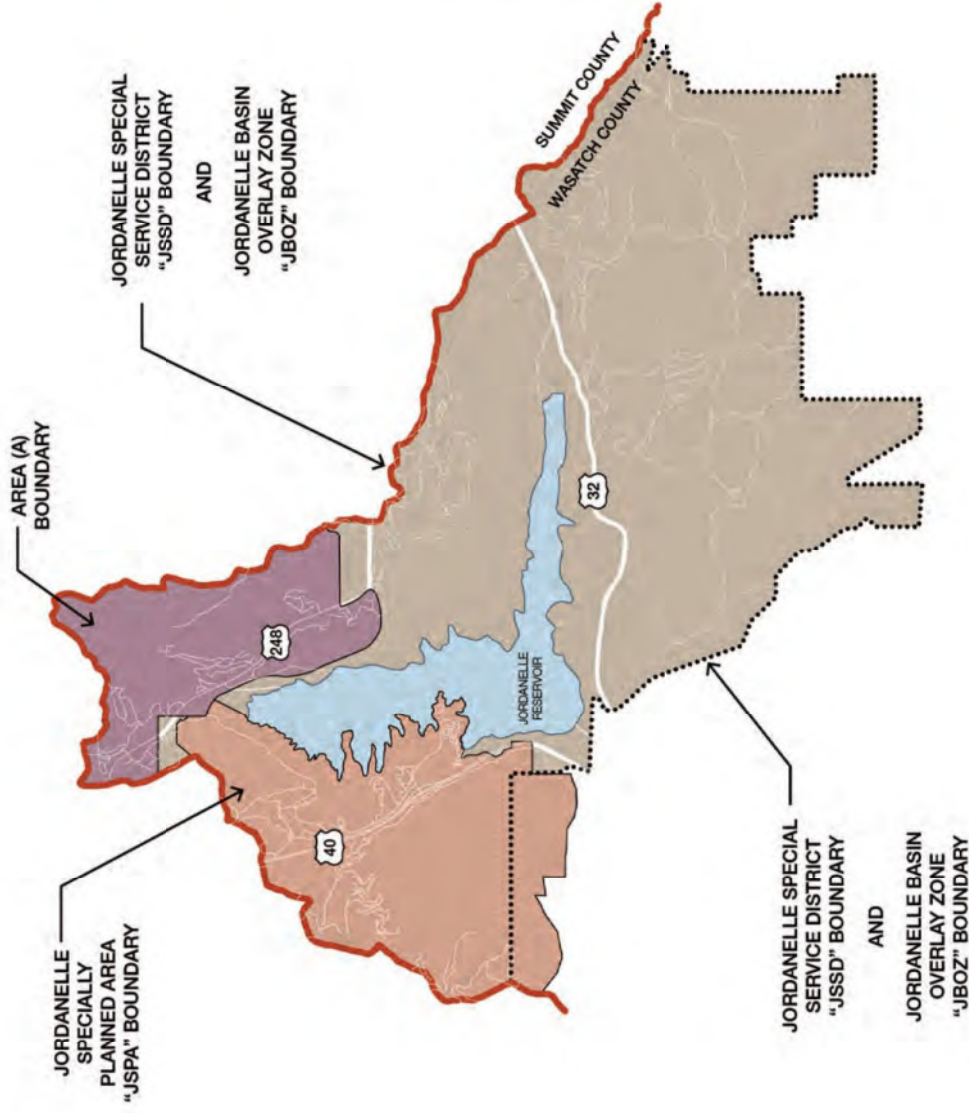
B-2

REGIONAL CONTEXT

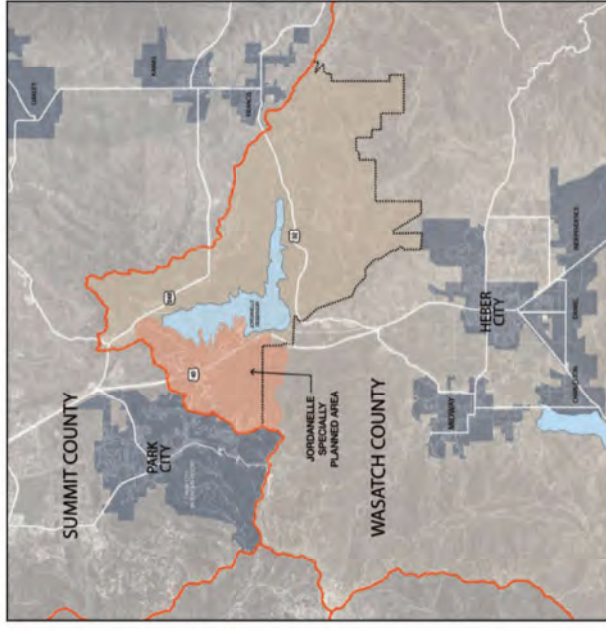


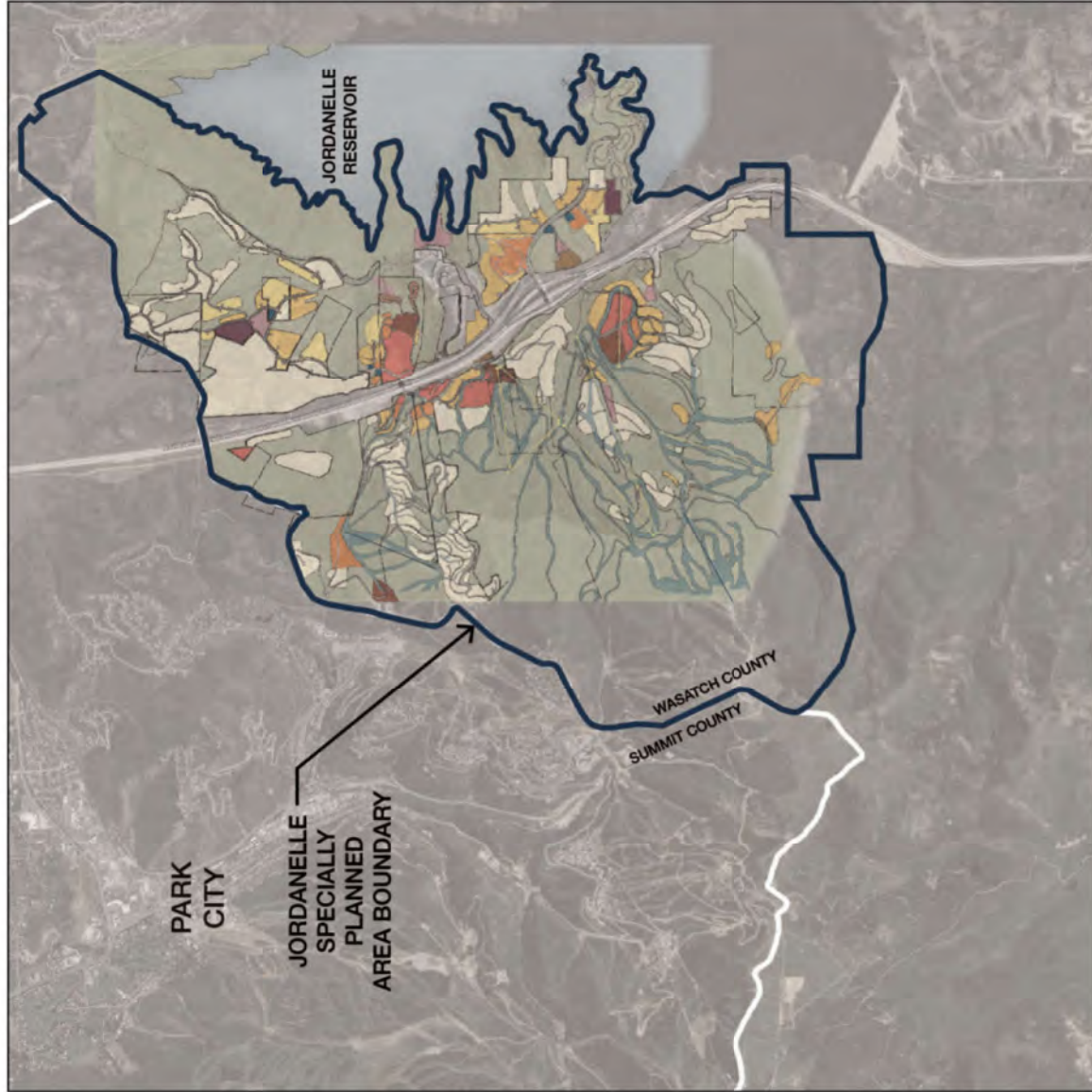


JORDANELLE BASIN PLANNING AREA



CONTEXT WITHIN WASATCH COUNTY





JORDANELLE SPECIALLY PLANNED AREA ("JSPA")

This map shows the Master Plan Area. It consists of almost 4,700 acres and is bordered on the west side by the mountain and the on the east side by the Jordanelle Reservoir.

The RSPA will serve visitors as a cohesive and well functioning resort community. The Resort will be comprised of several Mid Mountain and Lakeside development areas, including major Villages called Deer Cove Village and Mayflower Village.

Some of the potential features and amenities for this resort community include:

- A hotel cluster with meeting and exhibit space.

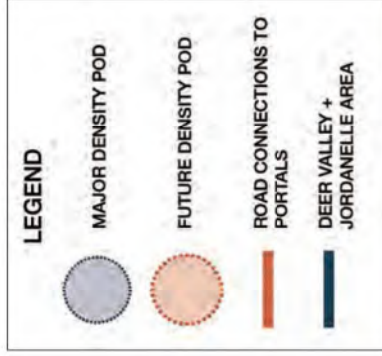
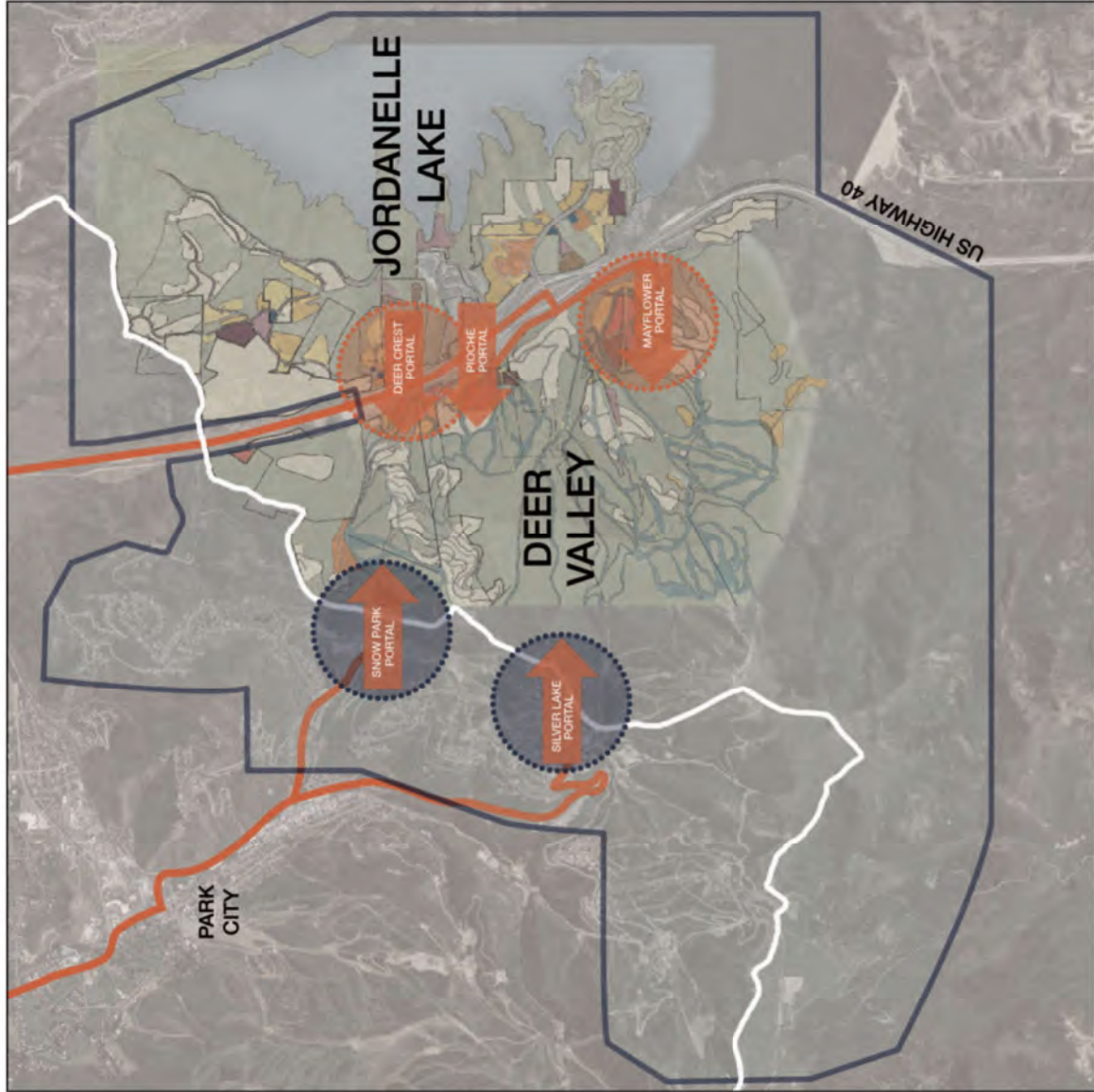
- Upscale hospitality, boutique retail and spa.

- A golf course.

- A day use beach and dock on the Jordanelle Lake.

- A comprehensive trail network that will provide access of both paved family trails and mountain trails, with potential connections from the Jordanelle to Sundance, Park City, Summit County, and Provo Canyon.





DEER VALLEY SKI PORTALS

This map shows the existing and proposed portals (entrances) to Deer Valley Resort.

Snow Park Lodge

This is the original entrance to Deer Valley and still draws the largest number of skiers.

Silver Lake Village

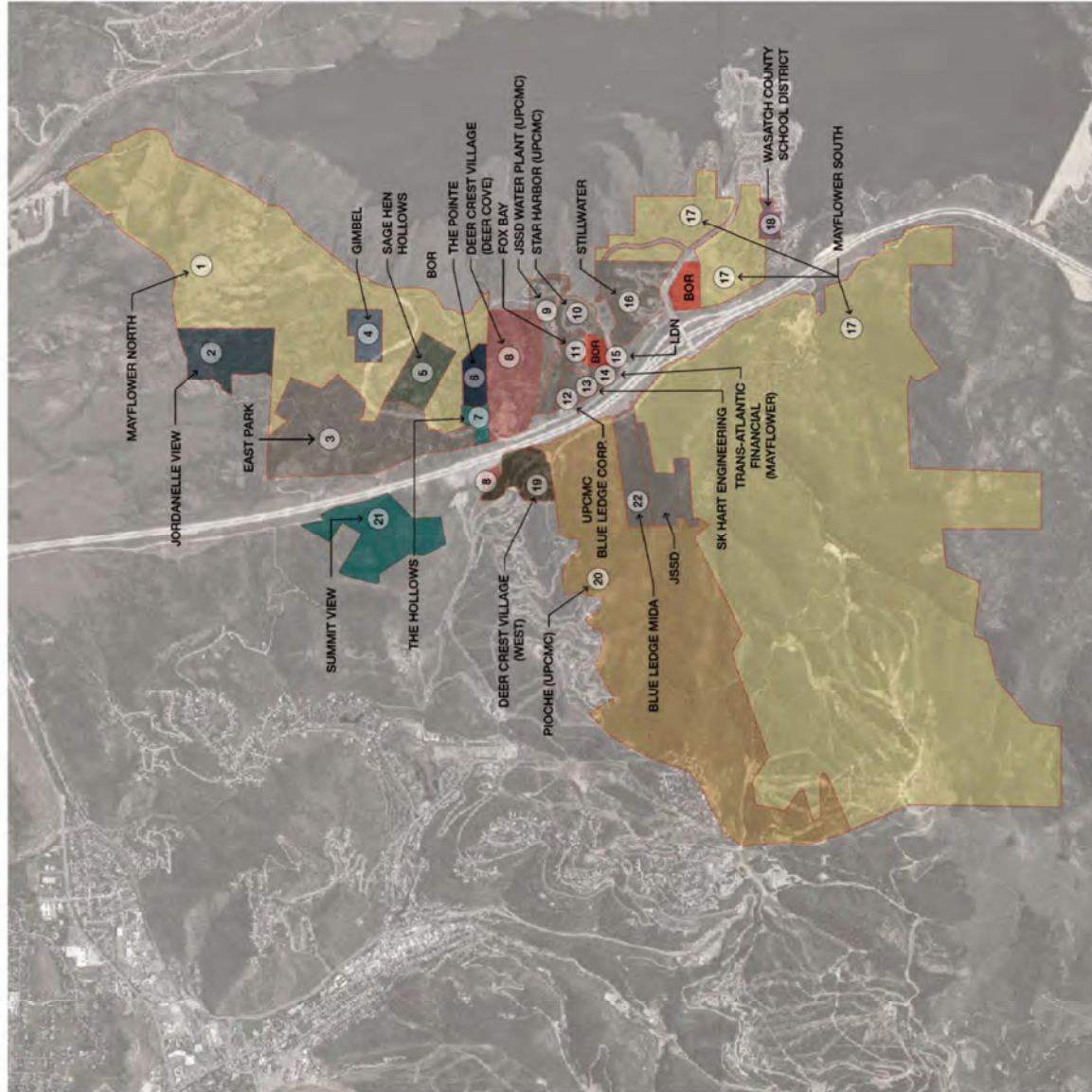
Well established density pod with a high number of lifts and users.

Deer Crest Portal

This will become the main portal for the JSPA area, and will potentially become one of the busiest as the JSPA develops.

Mayflower Village

This area will be a significant addition to the Deer Valley system, with the potential to support a approximately 2,000 dwelling units.



#	PROPERTIES	TOTAL ACRES	MAX ERU'S
1	MAYFLOWER NORTH	667	503
2	JORDANELLE VIEW	64	72
3	EAST PARK	188	260
4	GIMBEL	22	55
5	SAGE HEN HOLLOW	40	60
6	THE POINT	22	172
7	THE HOLLOW	11	190
8	DEER COVE	87	865
9	JSSD WATER TREATMENT SITE	31	0
10	STAR HARBOR	36	35
11	FOX BAY	10	66
12	UPCMCO BLUE LEDGE CORP.	11	39
13	SK HART ENGINEERING	31	0
14	TRANS-ATLANTIC FINANCIAL (MAYFLOWER)		0
15	LDN		0
16	STILLWATER	60	181
17	MAYFLOWER SOUTH	1,279	1,418
18	SOUTH SCHOOL SITE	10	0
19	DEER CREST (WEST)	35	195
20	PIOCHE	240	432
21	SUMMIT VIEW	155	240
22	BLUE LEDGE MIDA		MIDA

There is no warranty or guarantee as to the accuracy or reliability of any information on these maps. Questions concerning precise ownership and property line locations should be directed to a title company, attorney, or licensed land surveyor.

B-6

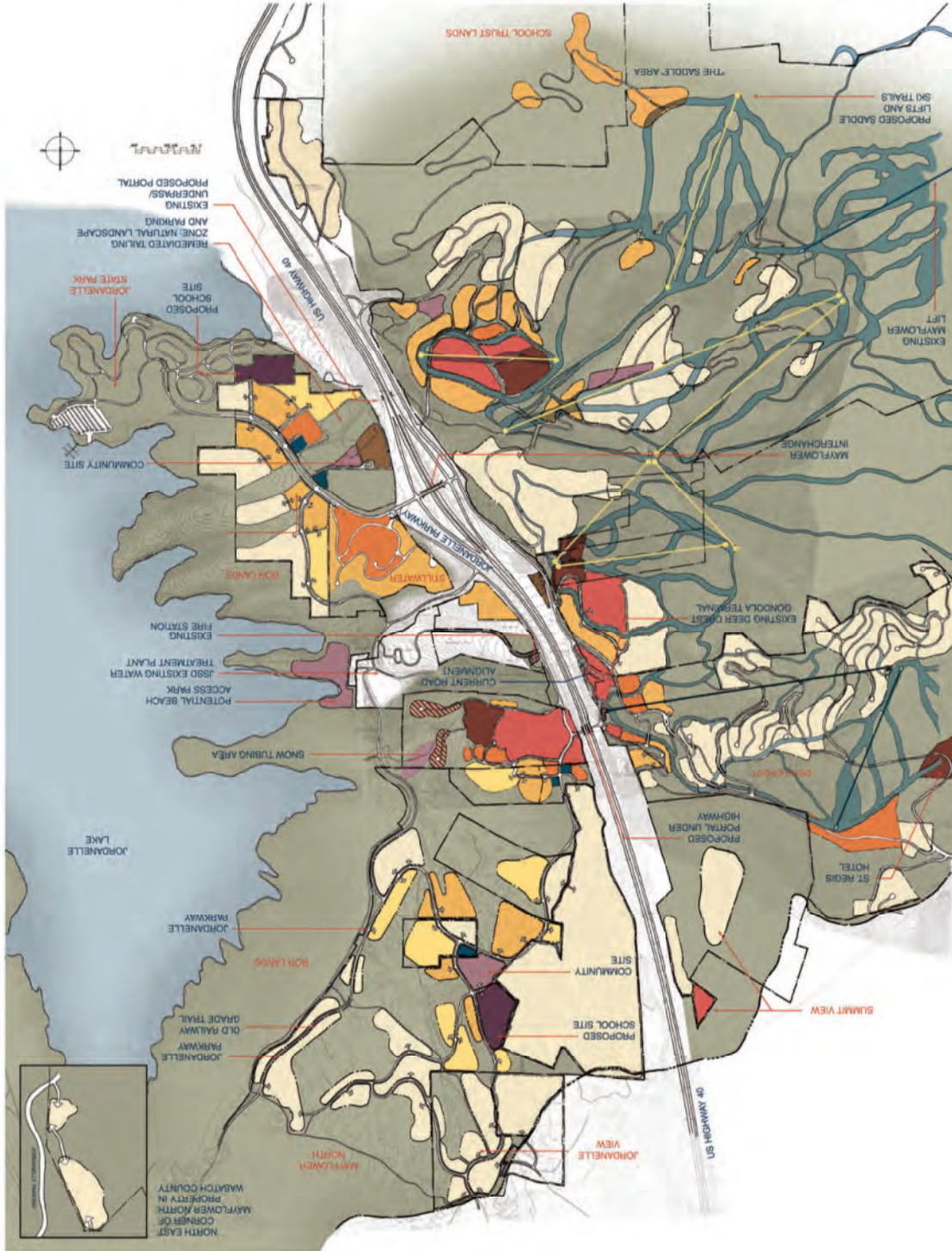
OWNERSHIP SUMMARY



IBLI



B-7 JSPA USE PLAN TARGET STUDY

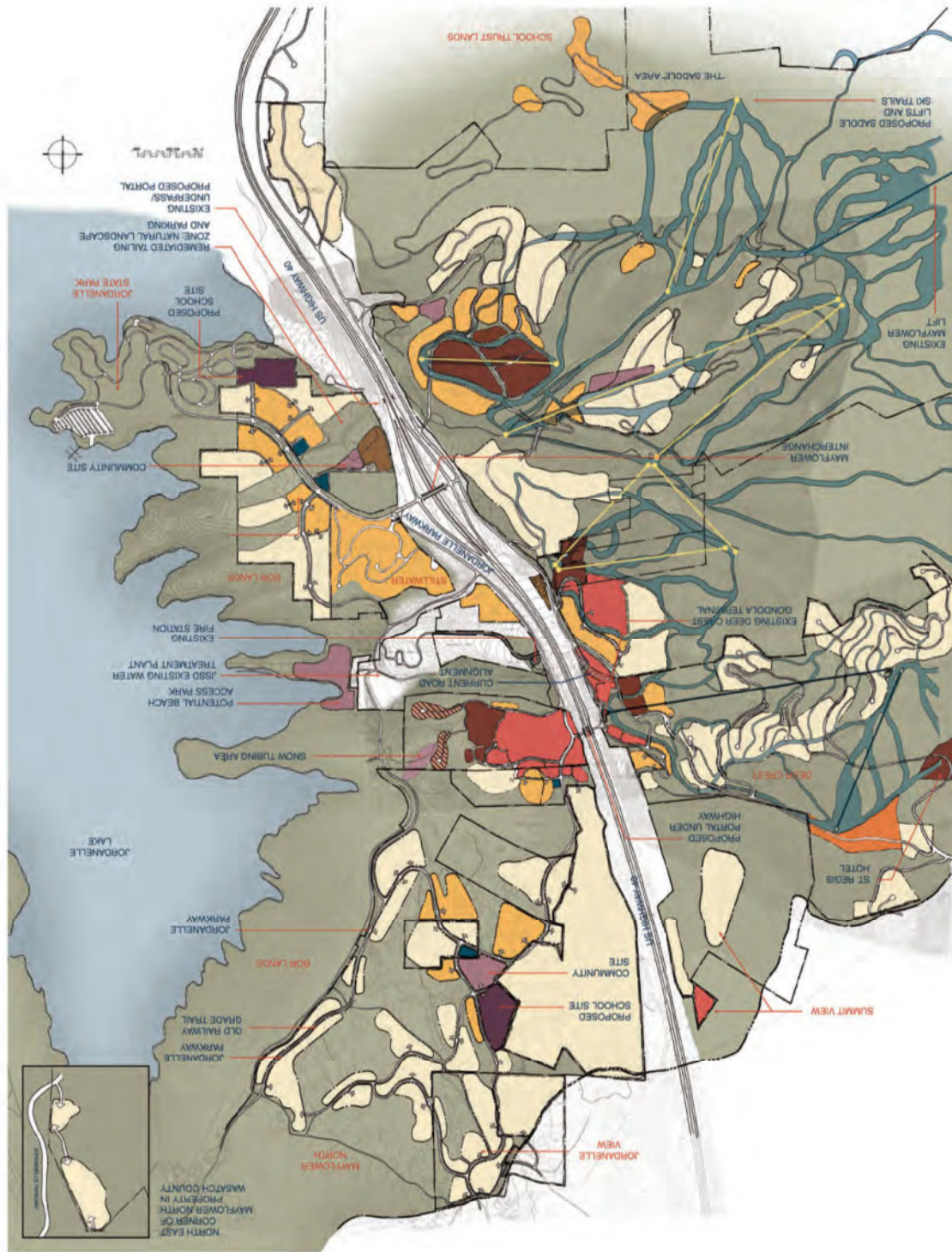


TARGET STUDY

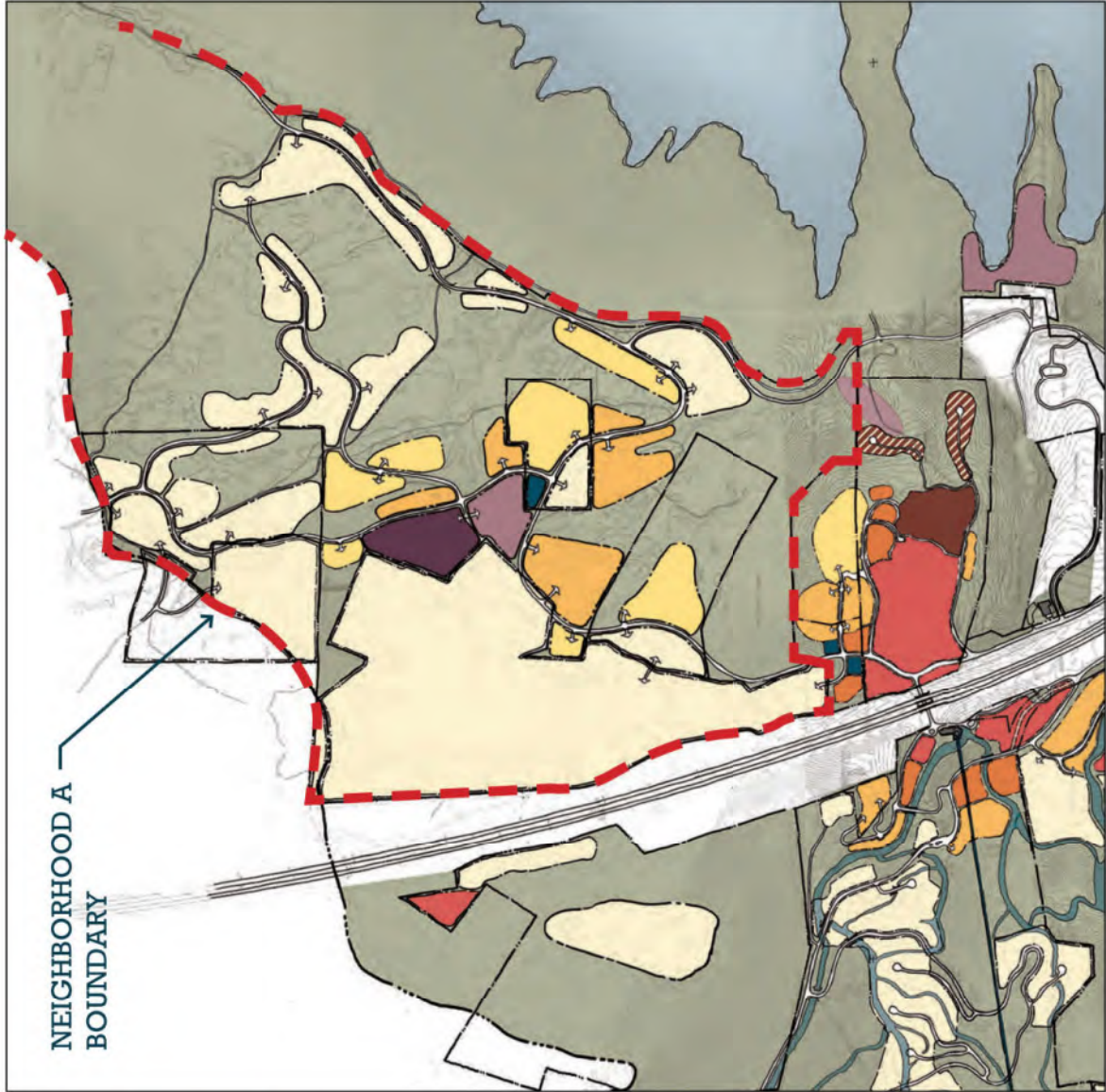
As part of the planning process for the JSPA, A Target Use Study was prepared by qualified land planners to show optimal development densities on the various parcels comprising the JSPA. The Zone designations were determined in reliance upon the Target Study, but the Target Study does not create Zones, grant densities or establish any other legal rights. The Target Study for the JSPA is simply provided to show the land use study on which the Zones were based.

MAXIMUM DENSITIES

The maximum densities (ERUs) based on this target study were derived in the 2002 RSPA plan. The ERU numbers used in this JSPA ordinance have been derived in the 2002 RSPA Plan or adopted by ordinance or determination of



LAND USE LEGEND	
NAME	DESCRIPTION
MSF	RESIDENTIAL SINGLE FAMILY
MSR	RESIDENTIAL MEDIUM DENSITY
HC	RESIDENTIAL SINGLE FAMILY OR SEMI-DETACHED DENSITY
RMVD	RESORT VILLAGE MEDIUM DENSITY
NC	NEIGHBORHOOD COMMERCIAL
SCH	SCHOOL
CS	COMMON SPACE/RECREATION
OS	OPEN SPACE
NA	
MAX HEIGHT	UNITS/ACRE
2.5 FLOORS	(6 FPA/AC)
3.5 FLOORS	(8 FPA/AC)
2 FLOORS	(6 FPA/AC)
4.5 FLOORS	(10 FPA/AC)
2.5 FLOORS	(8 FPA/AC)
NA	(NA)



KEY PLAN



LEGEND

- ESTATE LOTS & LARGE LOTS
- MEDIUM LOTS & SMALL LOTS
- MEDIUM DENSITY
- MEDIUM-HIGH DENSITY
- HIGH DENSITY
- VILLAGE CENTER / HIGH DENSITY / MIXED USE
- HOSPITALITY
- LOW DENSITY RESIDENTIAL
- COMMERCIAL
- COMMON SPACE / AMENITY
- SCHOOL
- PARKING
- OPEN SPACE

NEIGHBORHOOD A - TARGET STUDY

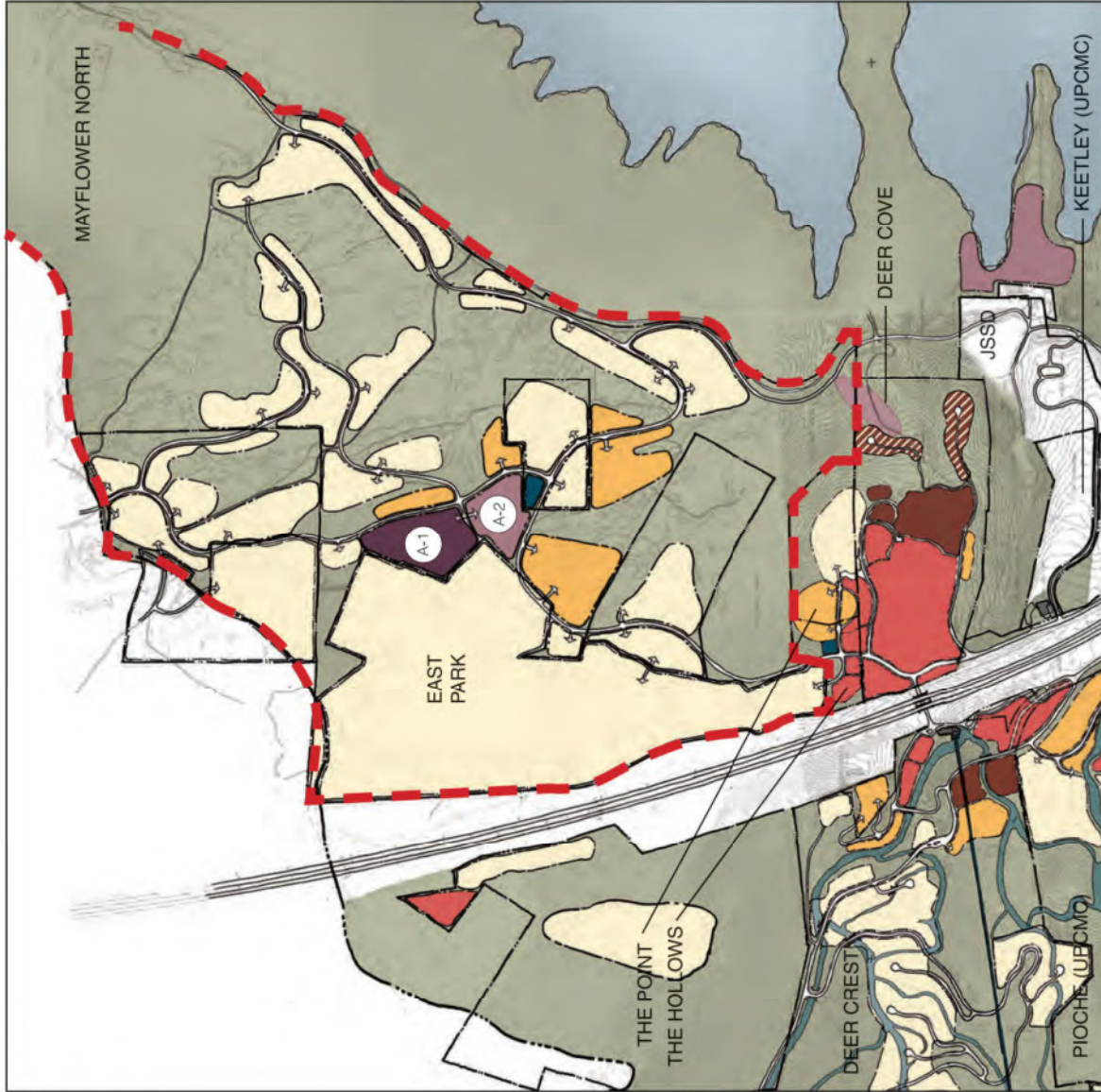
As part of the planning process for the JSPA, a Target Use Study was prepared for Neighborhood A ("Target Study"). The Target Study was prepared to show optimal development densities on the various parcels comprising the Neighborhood. The Zone designations for each Neighborhood were determined in reliance upon the Target Study, but the Target Study does not create Zones, grant densities or establish any other legal rights. The Target Study for this neighborhood is simply provided to show the detailed land use study on which the Zones were based.

MAXIMUM DENSITIES

Page B-11 shows the maximum densities (ERU's) for each property in Neighborhood A. These ERU numbers were derived in the 2002 RSPA Plan or adopted by ordinance or determination of maximum density.

B-9 NEIGHBORHOOD A TARGET STUDY





KEY PLAN



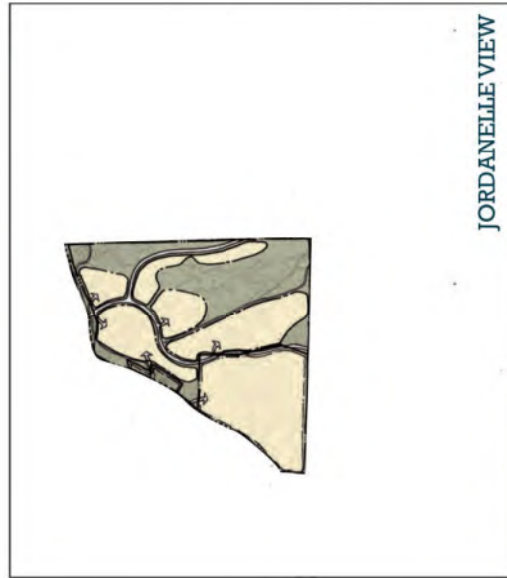
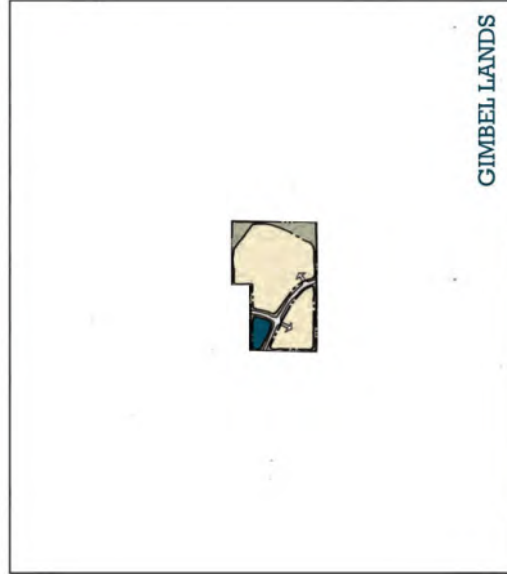
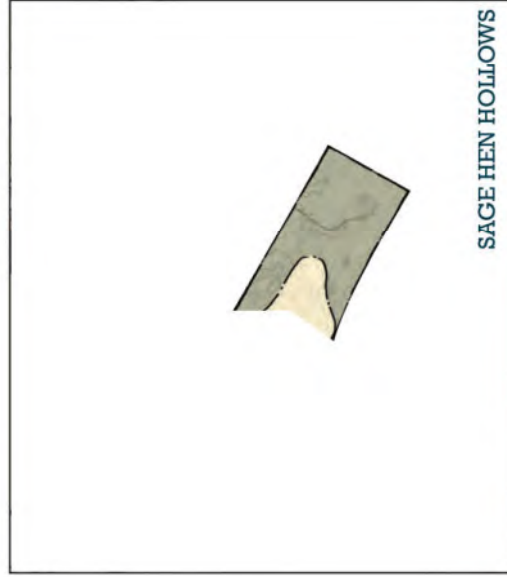
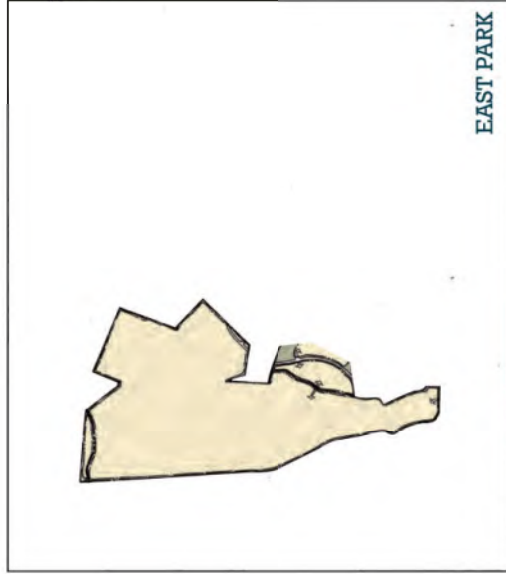
NOTE: DENSITY PODS A-1 AND A-2 (AS LABELED ON PLAN ON THIS PAGE) HAVE CLASSIFICATIONS OF SCH AND CS RESPECTIVELY. IF THESE ARE NOT USED AS PUBLIC AMENITIES, THEN A-1 WILL BE RSF AND A-2 WILL BE RMD.

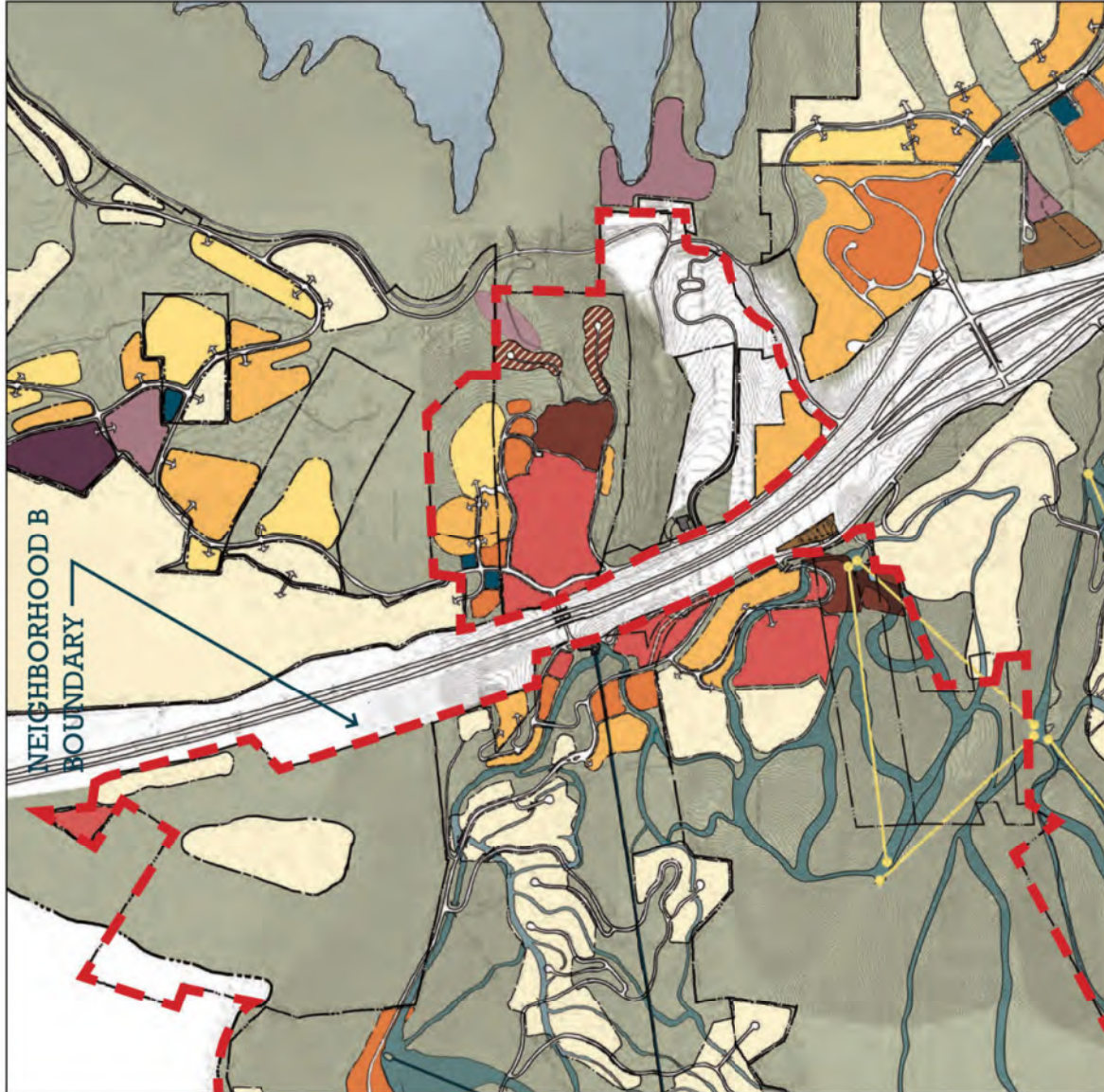
LAND USE LEGEND			
NAME	DESCRIPTION	UNITS/ACRE	MAX. HEIGHT
RSF	RESIDENTIAL SINGLE FAMILY	(6 DU/AC)	2.5 FLOORS
RMD	RESIDENTIAL MEDIUM DENSITY	(6-20 DU/AC)	3.5 FLOORS
HC	RESIDENTIAL SINGLE FAMILY OR HOSPITALITY CASITA	(6 DU/AC) (21-40 DU/AC)	2.5 FLOORS 2 FLOORS
RMD	RESORT VILLAGE MEDIUM DENSITY	(70 UPA)	4-6 FLOORS
RMD	RESORT VILLAGE HIGH DENSITY	(80 UPA)	4-8 FLOORS
NC	NEIGHBORHOOD COMMERCIAL	(FSR)	2.5 FLOORS
SCH	SCHOOL	(NA)	NA
CS	COMMON SPACE/AMENITY	(NA)	2.5 FLOORS
OS	OPEN SPACE	(NA)	NA



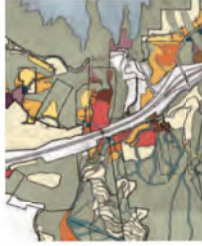


KEY	DESCRIPTION	UNITS/ACRE	MAXIMUM HEIGHT	MAX. ERS
MAYFLOWER NORTH				
RSF	RESIDENTIAL SINGLE FAMILY	6 DU/AC	2.5 STORIES	
RMD	RESIDENTIAL MEDIUM DENSITY	6-20 DU/AC	3.5 STORIES	900
SCH	SCHOOL	NA	NA	
CSA	COMMUNITY SITE	NA	2.5 STORIES	
EAST PARK				
RSF	RESIDENTIAL SINGLE FAMILY	6 DU/AC	2.5 STORIES	260
JORDANELLE VIEW				
RSF	RESIDENTIAL SINGLE FAMILY	6 DU/AC	2.5 STORIES	72
GIMBEL LANDS				
RSF	RESIDENTIAL SINGLE FAMILY	6 DU/AC	2.5 STORIES	55
NC	NEIGHBORHOOD COMMERCIAL	4 FSR	2.5 STORIES	
SAGE HEN HOLLOW				
RSF	RESIDENTIAL SINGLE FAMILY	6 DU/AC	2.5 STORIES	60





KEY PLAN



LEGEND

- ESTATE LOTS & LARGE LOTS
- MEDIUM LOTS & SMALL LOTS
- MEDIUM DENSITY
- MEDIUM-HIGH DENSITY
- HIGH DENSITY
- VILLAGE CENTER / HIGH DENSITY / MIXED USE
- HOSPITALITY
- LOW DENSITY RESIDENTIAL / HOSPITALITY
- COMMERCIAL
- COMMON SPACE/AMENITY
- SCHOOL
- PARKING
- OPEN SPACE

NEIGHBORHOOD B - TARGET STUDY

As part of the planning process for the JSPA, a Target Use Study was prepared for Neighborhood B ("Target Study"). The Target Study was prepared to show optimal development densities on the various parcels comprising the Neighborhood. The Zone designations for each Neighborhood were determined in reliance upon the Target Study, but the Target Study does not create Zones, grant densities or establish any other legal rights. The Target Study for this neighborhood is simply provided to show the detailed land use study on which the Zones were based.

MAXIMUM DENSITIES

Page B-14 shows the maximum densities (ERU's) for each property in Neighborhood B. These ERU numbers were derived in the 2002 RSPA Plan or adopted by ordinance or determination of maximum density.



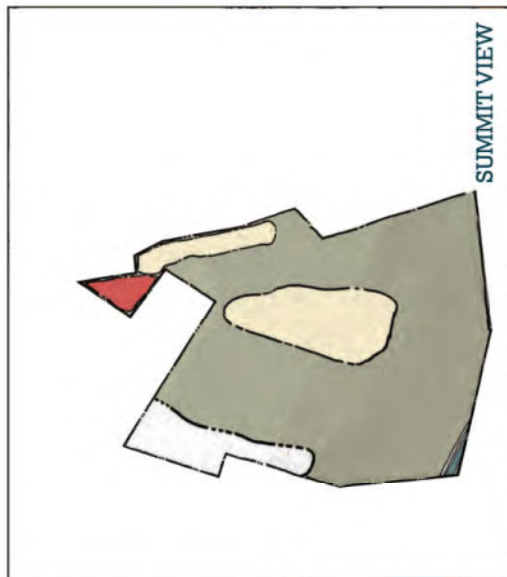


KEY PLAN

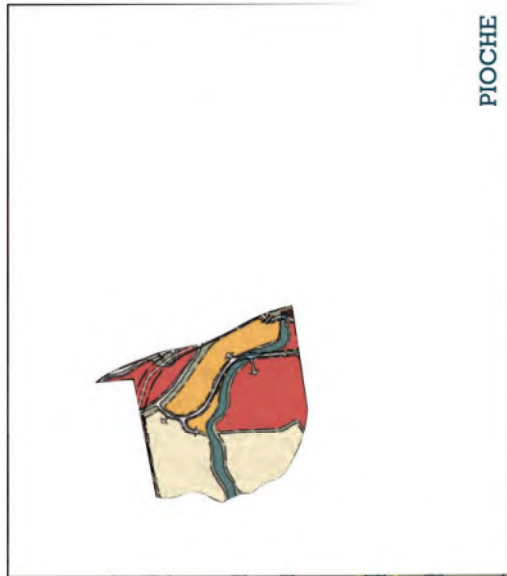


LAND USE LEGEND			
NAME	DESCRIPTION	UNITS/ACRE	MAX. HEIGHT
RSF	RESIDENTIAL SINGLE FAMILY	(6 DU/AC)	2.5 FLOORS
RMD	RESIDENTIAL MEDIUM DENSITY	(6-20 DU/AC)	3.5 FLOORS
HC	RESIDENTIAL SINGLE FAMILY OR HOSPITALITY CASITA	(6 DU/AC) (21-40 DU/AC)	2.5 FLOORS 2 FLOORS
RWMD	RESORT VILLAGE MEDIUM DENSITY	(70 UPA)	4-6 FLOORS
RWHD	RESORT VILLAGE HIGH DENSITY	(80 UPA)	4-8 FLOORS
NC	NEIGHBORHOOD COMMERCIAL	(FSR)	2.5 FLOORS
SCH	SCHOOL	(NA)	NA
CS	COMMON SITE/AMENITY	(NA)	2.5 FLOORS
OS	OPEN SPACE	(NA)	NA



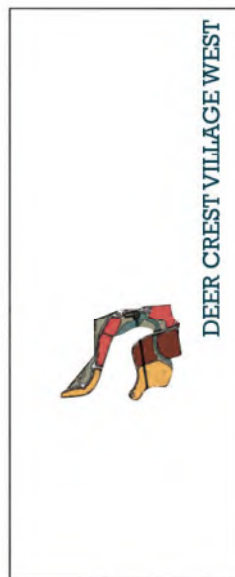


SUMMIT VIEW

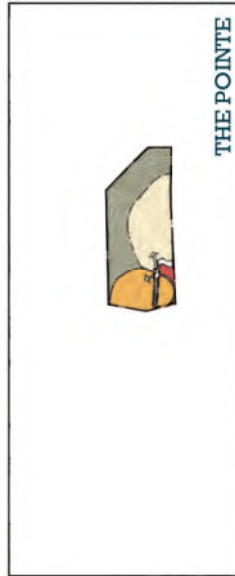


PIOCHE

KEY	DESCRIPTION	UNITS/ACRE	MAXIMUM	MAX. ELEV.
PIOCHE				
RSF	RESIDENTIAL SINGLE FAMILY	6 DU/AC	2.5 STORIES	432
RMD	RESIDENTIAL MEDIUM DENSITY	6-20 DU/AC	3.5 STORIES	
RVMD	RESORT VILLAGE MEDIUM DENSITY	70 UPA	4.5 STORIES	
RVHD	RESORT VILLAGE HIGH DENSITY	80 UPA	4.5 STORIES	
DEER CREST VILLAGE WEST				
RMD	RESIDENTIAL MEDIUM DENSITY	6-20 DU/AC	3.5 STORIES	198
RVMD	RESORT VILLAGE MEDIUM DENSITY	70 UPA	4.5 STORIES	
DEER VALLEY				
RVMD	RESORT VILLAGE MEDIUM DENSITY	70 UPA	4.5 STORIES	0
DEER COVE				
RMD	RESIDENTIAL MEDIUM DENSITY	6-20 DU/AC	3.5 STORIES	809
RVMD	RESORT VILLAGE MEDIUM DENSITY	70 UPA	4.5 STORIES	
SCH	SCHOOL	NA	NA	
RVHD	RESORT VILLAGE HIGH DENSITY	80 UPA	4.5 STORIES	
HC	RESIDENTIAL SINGLE FAMILY OR HOTEL CASITA	(6 DU/AC) (21-40 DU/AC)	2.5 STORIES 2 STORIES	
THE PONTE				
RSF	RESIDENTIAL SINGLE FAMILY	6 DU/AC	2.5 STORIES	172
RMD	RESIDENTIAL MEDIUM DENSITY	6-20 DU/AC	3.5 STORIES	
RVMD	RESORT VILLAGE MEDIUM DENSITY	70 UPA	4.5 STORIES	
THE HOLLOWES				
RMD	RESIDENTIAL MEDIUM DENSITY	6-20 DU/AC	3.5 STORIES	190
RVMD	RESORT VILLAGE MEDIUM DENSITY	70 UPA	4.5 STORIES	
HC	NEIGHBORHOOD COMMERCIAL	4 FSR	2.5 STORIES	
SUMMIT VIEW				
RSF	RESIDENTIAL SINGLE FAMILY	6 DU/AC	2.5 STORIES	246
RVMD	RESORT VILLAGE MEDIUM DENSITY	70 UPA	4.5 STORIES	



DEER CREST VILLAGE WEST



THE PONTE



BLUE LEDGE CORP.

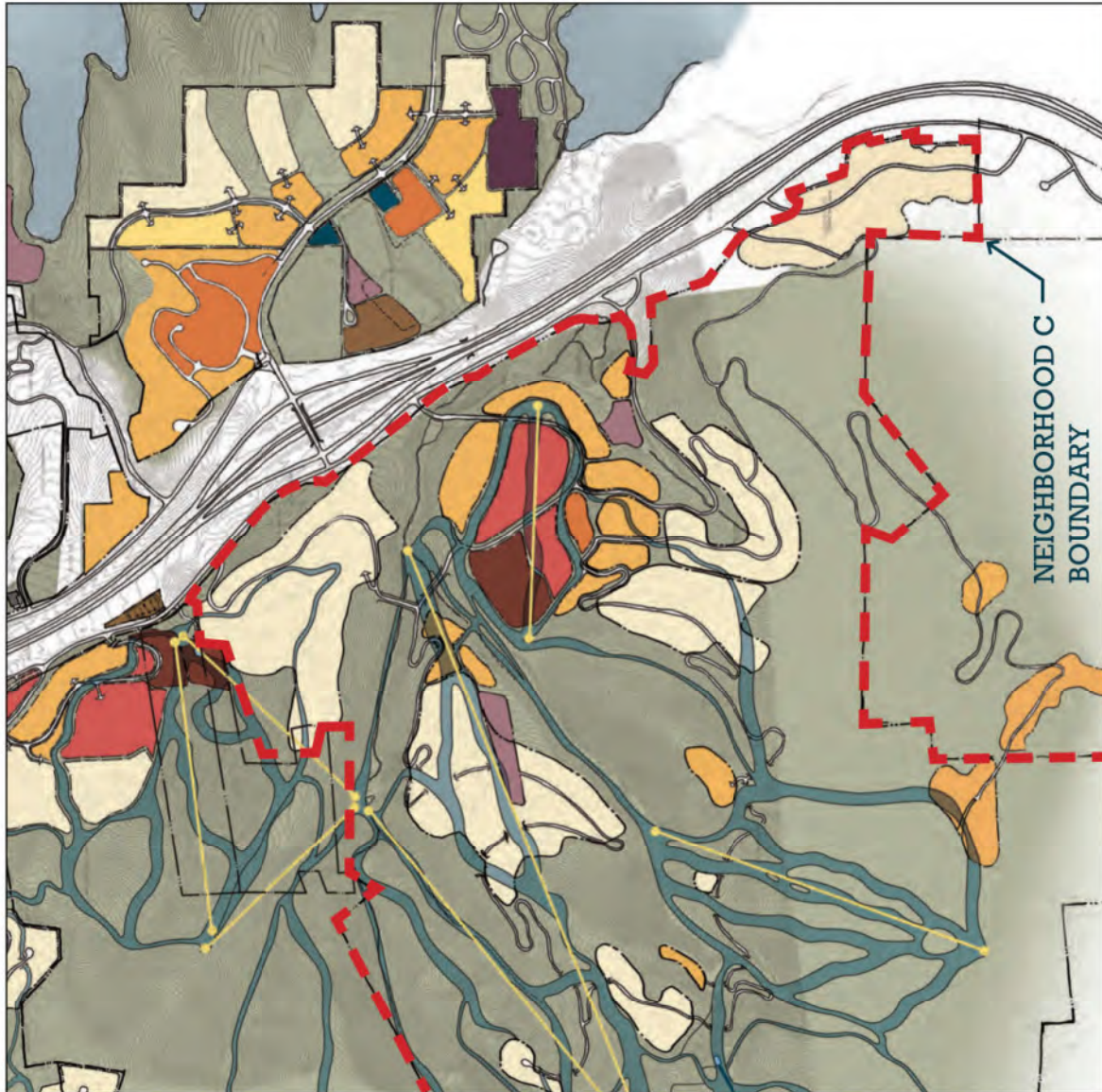


THE HOLLOWES

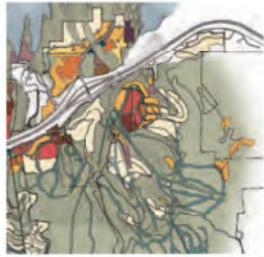


DEER COVE





KEY PLAN



LEGEND

- ESTATE LOTS & LARGE LOTS
- MEDIUM LOTS & SMALL LOTS
- MEDIUM DENSITY
- MEDIUM-HIGH DENSITY
- HIGH DENSITY
- VILLAGE CENTER / HIGH DENSITY / MIXED USE
- HOSPITALITY
- LOW DENSITY RESIDENTIAL
- HOSPITALITY
- COMMERCIAL
- COMMON SPACE / AMENITY
- SCHOOL
- PARKING
- OPEN SPACE

NEIGHBORHOOD C - TARGET STUDY

As part of the planning process for the JSPA, a Target Use Study was prepared for Neighborhood C ("Target Study"). The Target Study was prepared to show optimal development densities on the various parcels comprising the Neighborhood. The Zone designations for each Neighborhood were determined in reliance upon the Target Study, but the Target Study does not create Zones, grant densities or establish any other legal rights. The Target Study for this neighborhood is simply provided to show the detailed land use study on which the Zones were based.

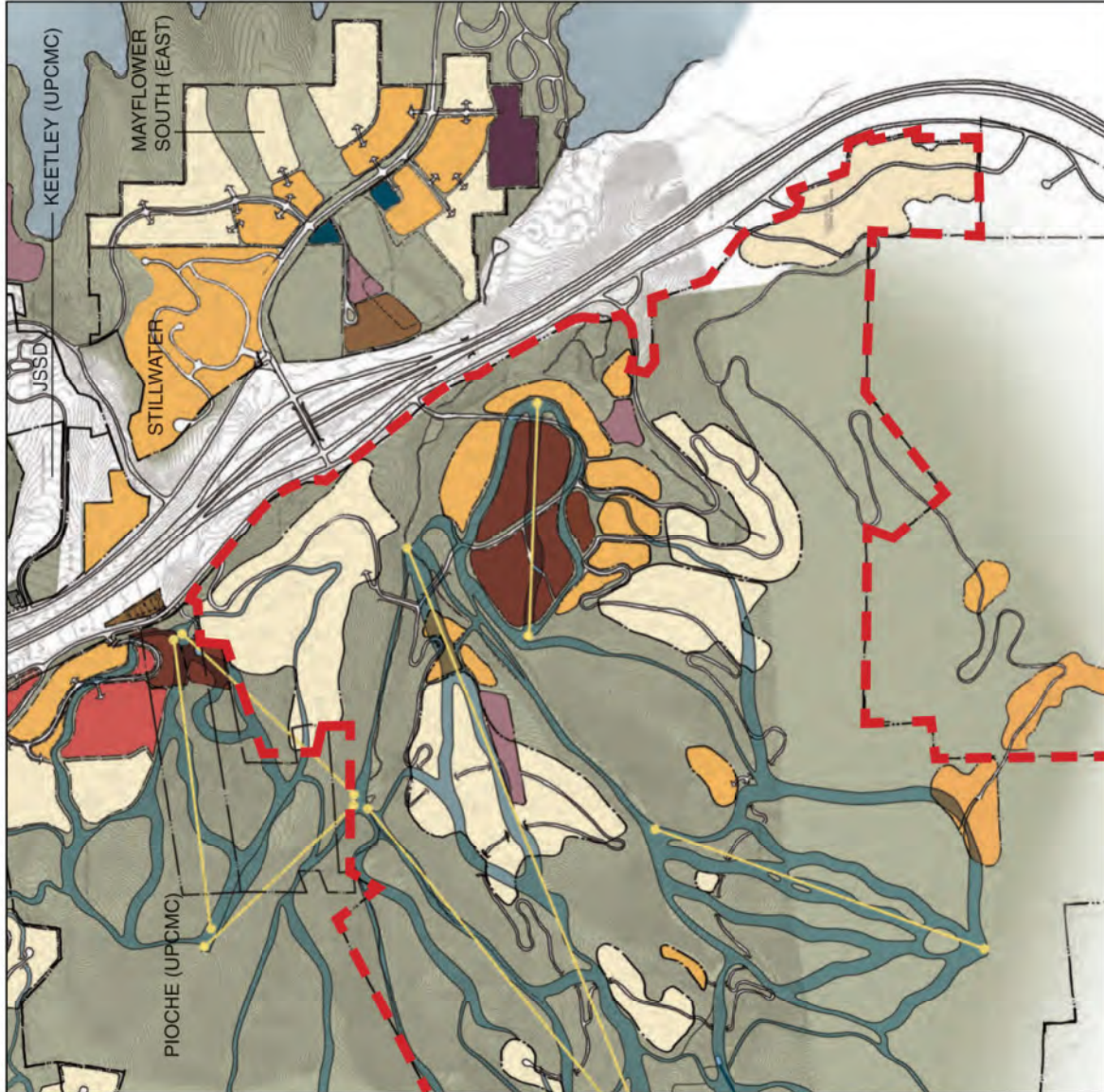
MAXIMUM DENSITIES

Page B-17 shows the maximum densities (ERU's) for each property in Neighborhood C. These ERU numbers were derived in the 2002 RSPA Plan or adopted by ordinance or determination of maximum density.

B-15 NEIGHBORHOOD C TARGET STUDY



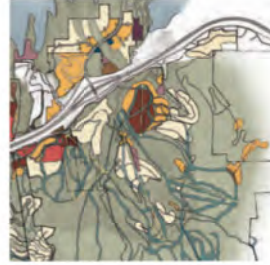
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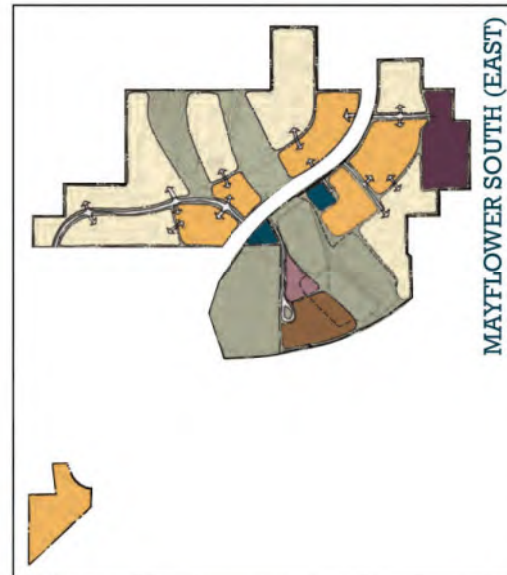
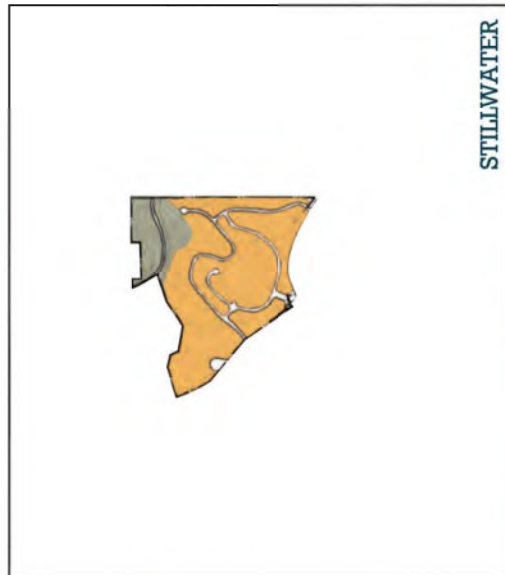


LAND USE LEGEND

NAME	DESCRIPTION	UNITS/ACRE	MAX. HEIGHT
RSF	RESIDENTIAL SINGLE FAMILY	(6 DU/AC)	2.5 FLOORS
RMD	RESIDENTIAL MEDIUM DENSITY	(6-20 DU/AC)	3.5 FLOORS
HC	RESIDENTIAL SINGLE FAMILY OR HOSPITALITY CASITA	(6 DU/AC) (21-40 DU/AC)	2.5 FLOORS 2 FLOORS
RWMD	RESORT VILLAGE MEDIUM DENSITY	(70 UPA)	4-6 FLOORS
RWHD	RESORT VILLAGE HIGH DENSITY	(80 UPA)	4-8 FLOORS
NC	NEIGHBORHOOD COMMERCIAL	(FSR)	2.5 FLOORS
SCH	SCHOOL	(NA)	NA
CS	COMMON SPACE/AMENITY	(NA)	2.5 FLOORS
OS	OPEN SPACE	(NA)	NA

KEY PLAN



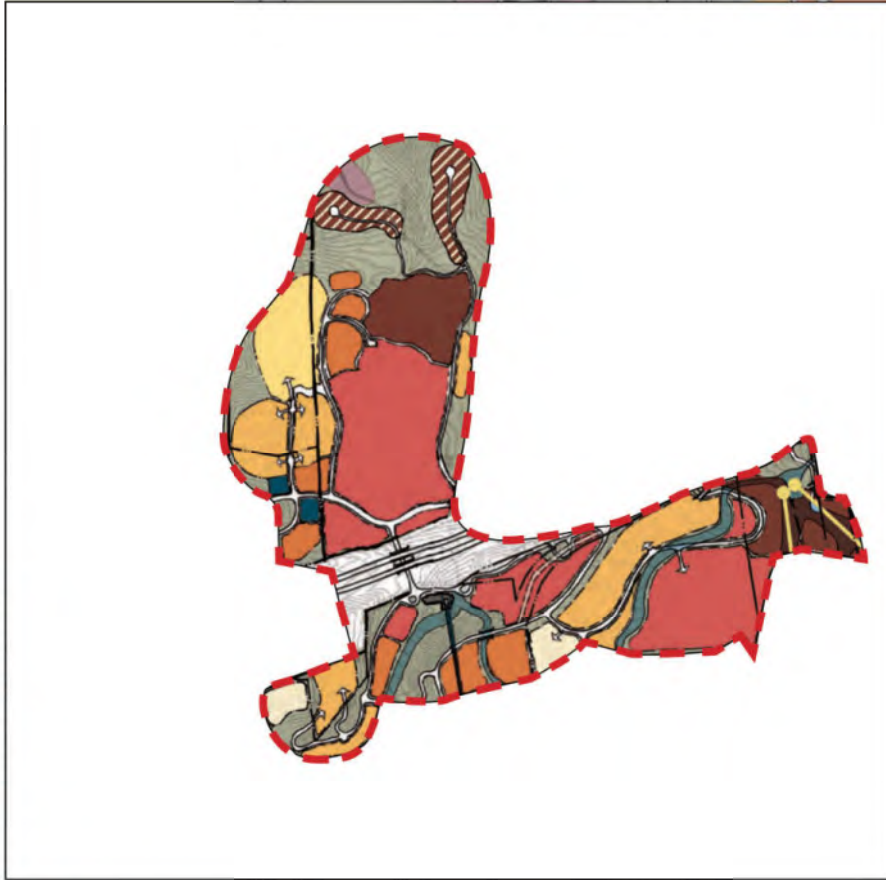


KEY	DESCRIPTION	UNITS/ACRE	MAXIMUM HEIGHT	MAX. ERU/S
MAYFLOWER WEST	RESIDENTIAL SINGLE FAMILY	6 DU/AC	2.5 STORES	1,024
	RESIDENTIAL MEDIUM DENSITY	6-10 DU/AC	3.5 STORES	
	RESORT VILLAGE HIGH DENSITY	80 UPA	4-8 STORES	
	COMMUNITY SITE	NA	2.5 STORES	
MAYFLOWER EAST	RESIDENTIAL SINGLE FAMILY	6 DU/AC	2.5 STORES	392
	RESIDENTIAL MEDIUM DENSITY	6-10 DU/AC	3.5 STORES	
	NEIGHBORHOOD COMMERCIAL	4 FSR	2.5 STORES	
	COMMUNITY SITE	NA	2.5 STORES	
	SCHOOL	NA	NA	
	PARKING	NA	NA	
STILLWATER	RESIDENTIAL MEDIUM DENSITY	6-10 DU/AC	3.5 STORES	181



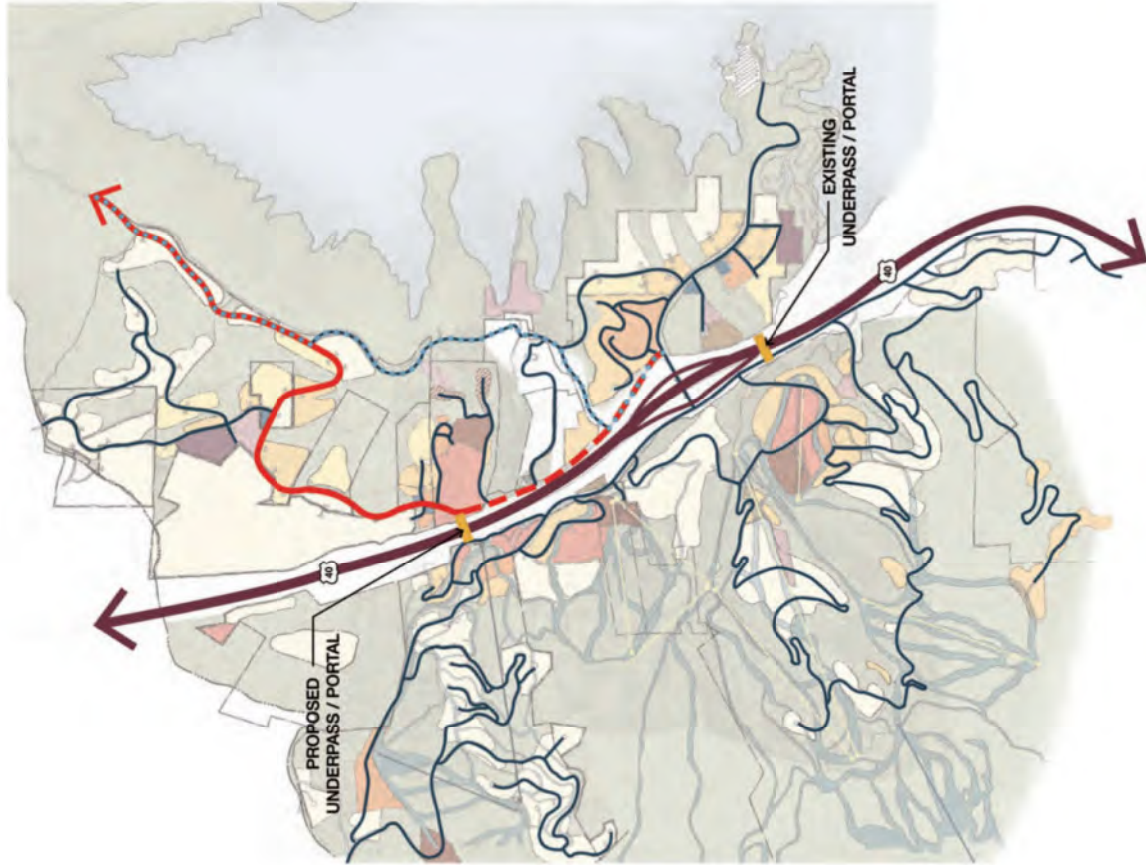


DEER CREST VILLAGE



MAYFLOWER SOUTH VILLAGE



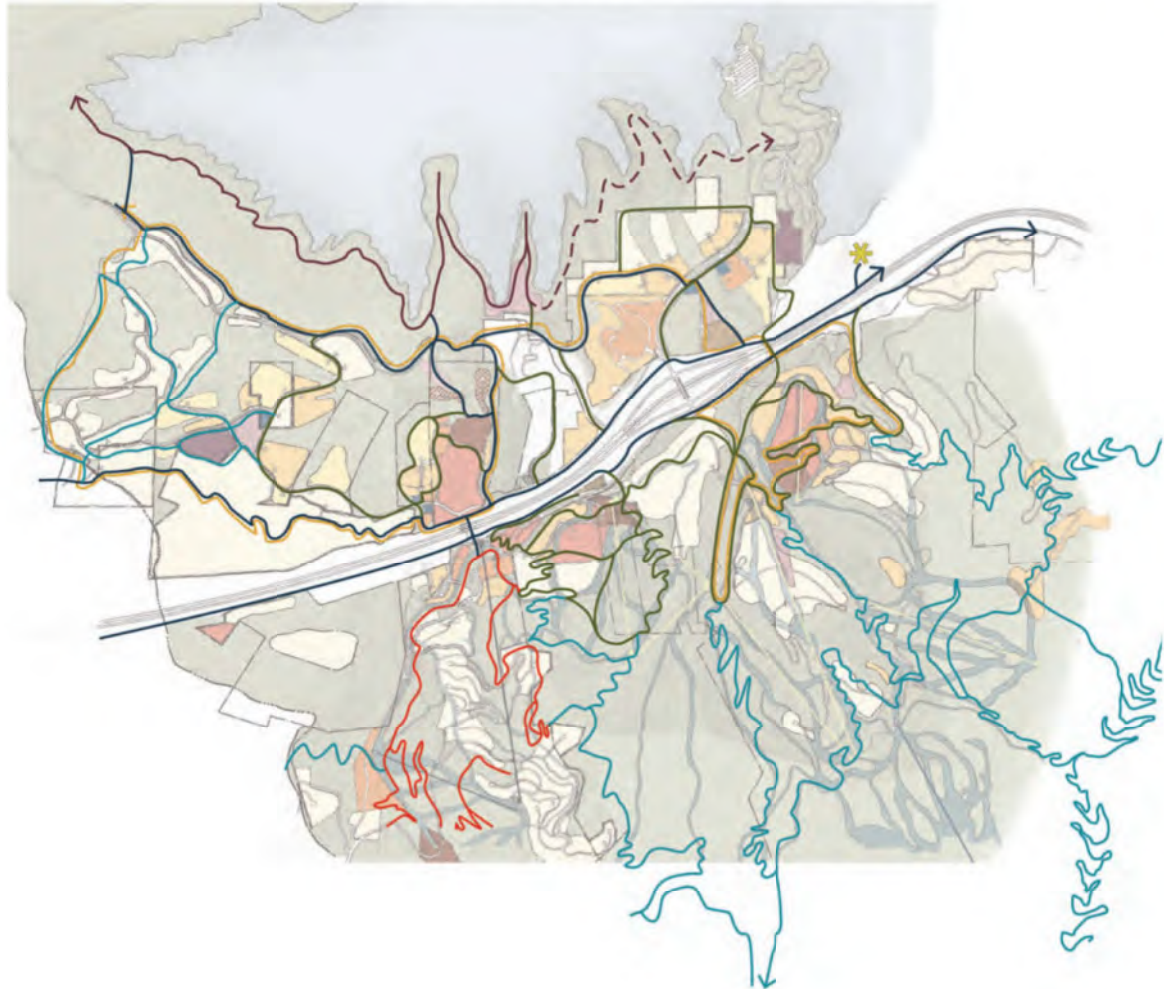


LEGEND	
	HWY 40
	PORTAL / UNDERPASS
	JORDANELLE PARKWAY - 2 LANES
	JORDANELLE PARKWAY - 4 OR 5 LANES
	CONNECTOR ROADS - 2 LANES
	JORDANELLE PARKWAY - POTENTIAL ALTERNATE

NOTES

The proposed roads are shown in the drawing. The major road, the Jordanelle Parkway, and the Portal, are the only roads that span multiple landowners and will be shared costs on some basis.

The alignment of the Jordanelle Parkway and connector roads are subject to change based on topography and the need to work with the actual design and alignment of approved master plans.



LEGEND

- 6' - 12' EQUESTRIAN TRAILS
- 4' SOFT MOUNTAIN BIKE, PEDESTRIAN TRAILS
- 6' - 8' SOFT PEDESTRIAN TRAILS
- 10' HARD PEDESTRIAN, BICYCLE TRAILS
- EXISTING TRAILS
- EXISTING STATE PARK TRAIL
- PROPOSED STATE PARK TRAIL
- OVERLOOK

Paved Trails

As part of the master plan, the area will have a comprehensive and user friendly trail system. The paved trails, which will be easier trails suitable for family use, will accommodate cycling, hiking and equestrian use. They will also be usable for sleighs in the winter.

Mountain Trails

The more difficult Mountain trails will connect to the Park City, Deer Valley and Wasatch State Park trail system.

Eventual Connection to Sundance and Provo Canyon

When the entire system is completed in Wasatch County, trail users will be able to go from the Jordanelle and Summit County, to Sundance and Provo Canyon.

Trail Head Parking

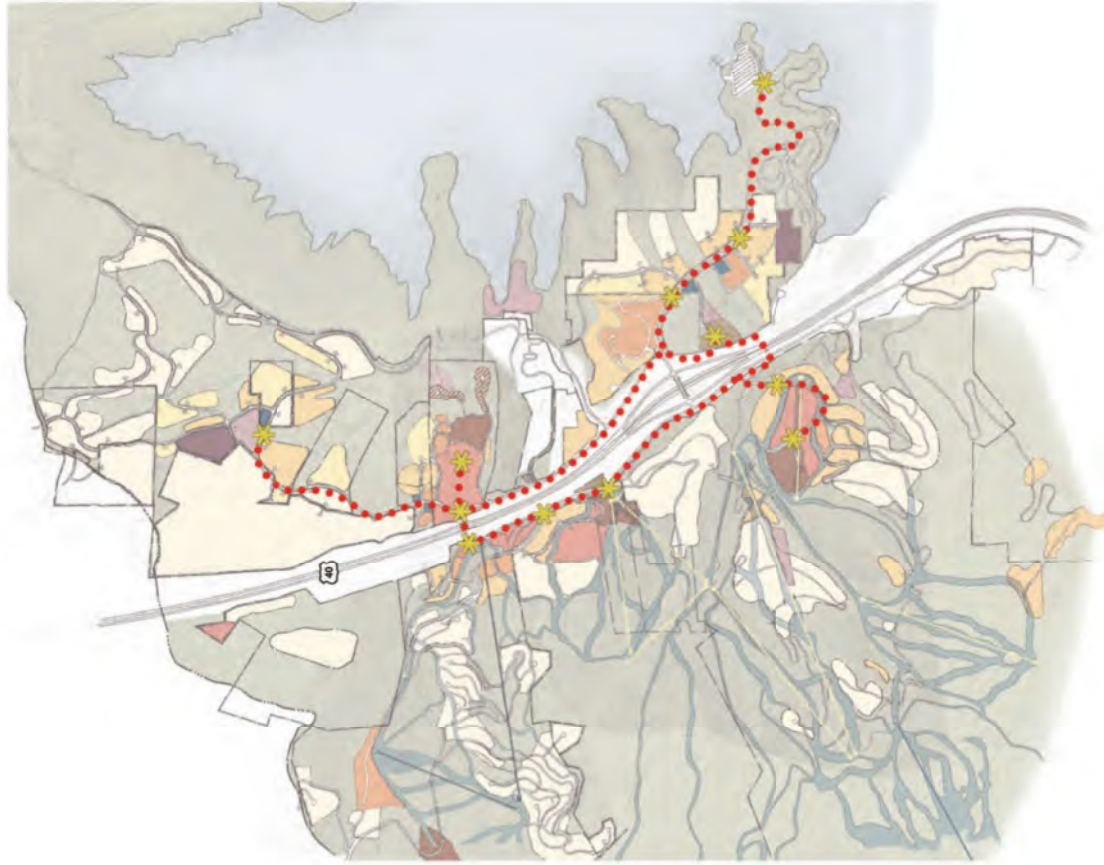
The parking next to Highway 40 in the Deer Crest Village area has approximately 450 parking spaces.

B-20

TRAILS
MASTER PLAN



IBI



LEGEND

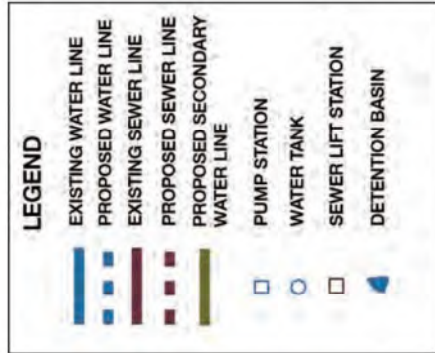
TRANSIT ROUTE

TRANSIT STOP

NOTES

A transit system providing access to ski terminals may be provided as part of the JSPA. The transit system would be seasonally operated, and financed by a small assessment to landowners or tenants of the JSPA and/or a fare system. This Transit System will not be considered until approximately fifty (50) percent of the JSPA is developed and absorbed or as determined by Wasatch County.

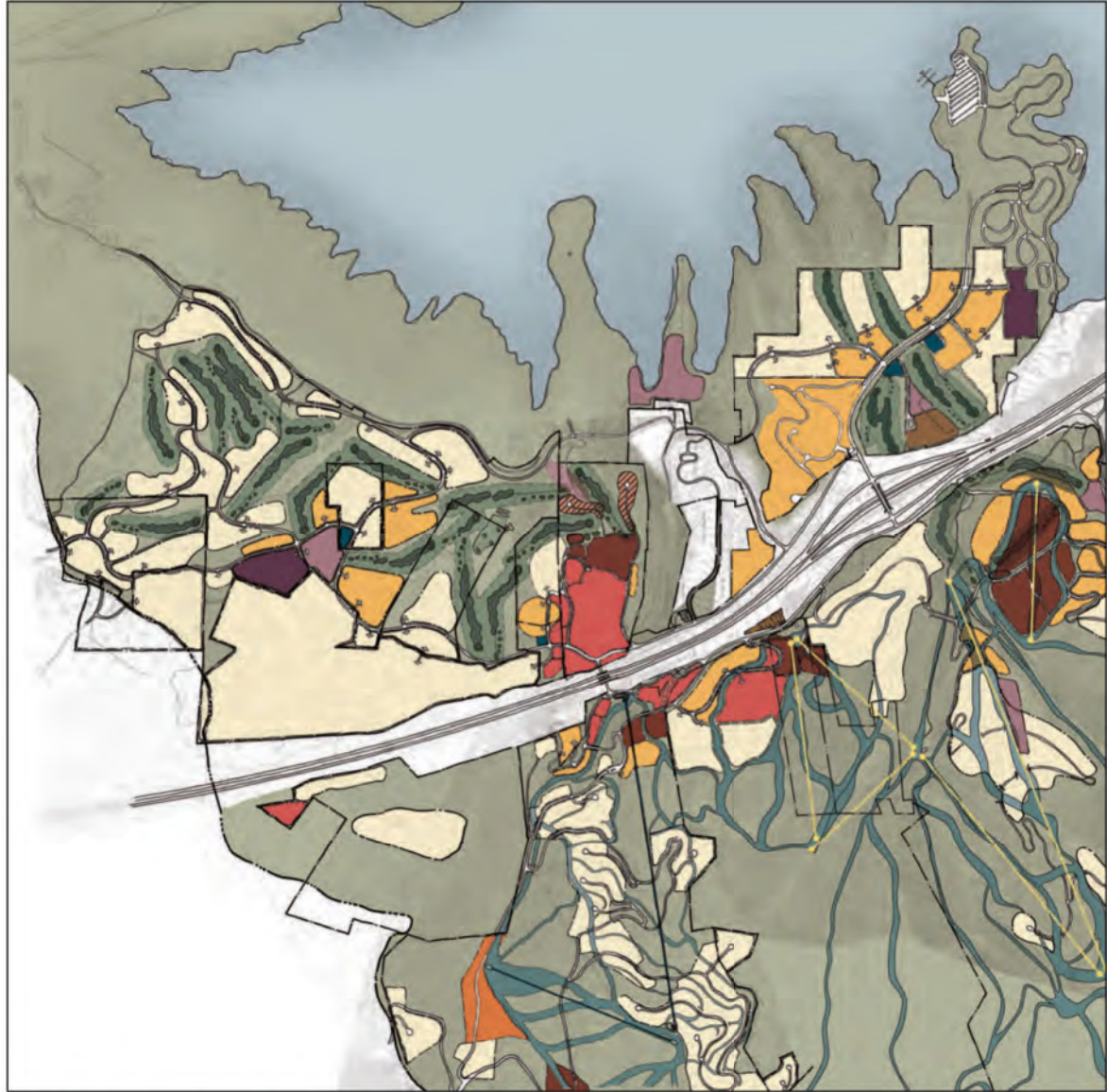




This plan is subject to change based on the actual design and alignment of approved master plans.

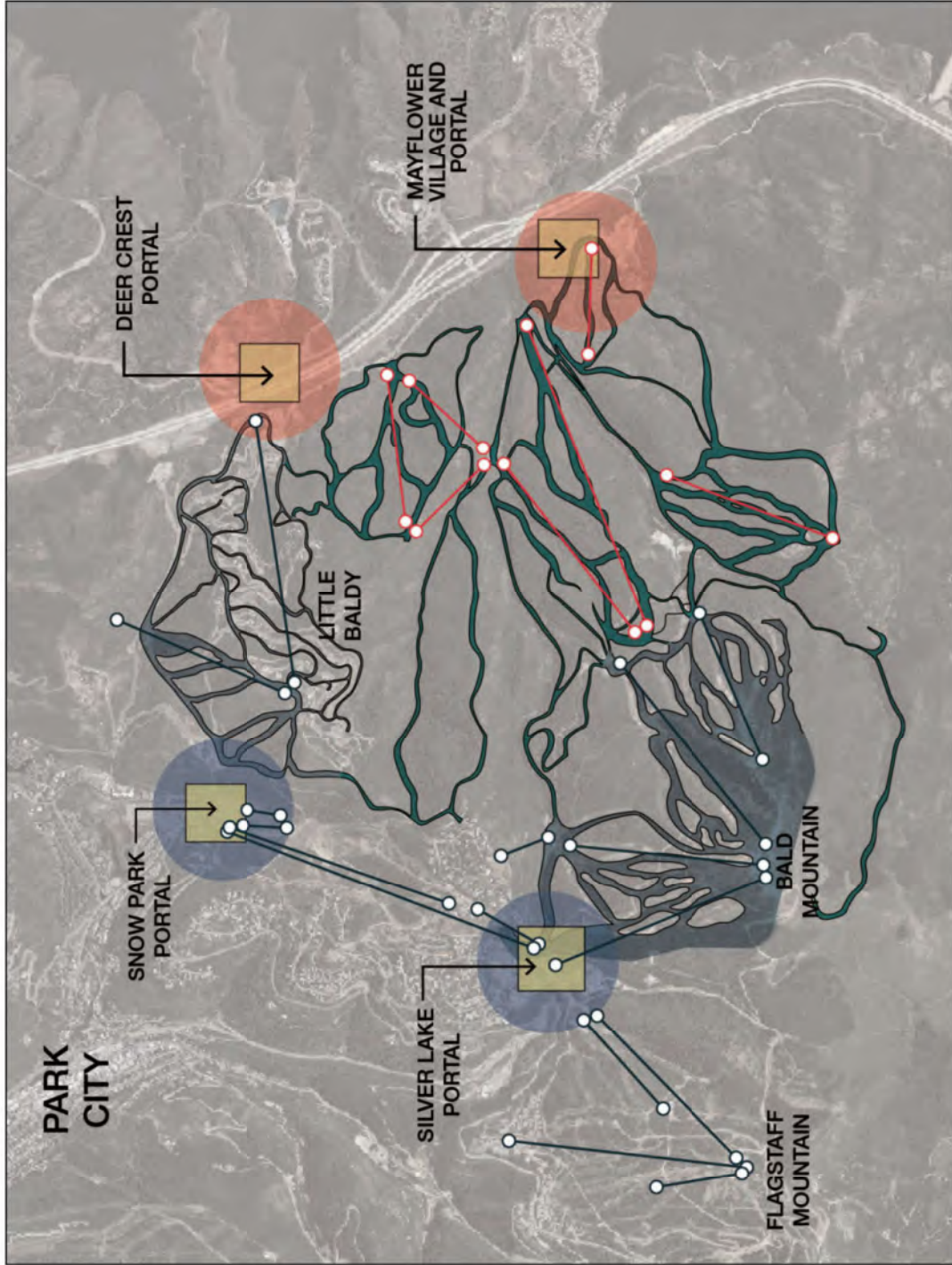
The Culinary water, Sewer plans and Secondary water system plan were produced by the JSSD. Actual locations of infrastructure improvements are subject to final agreements and review by affected agencies and landowners.

Detention Basin locations are taken from earlier studies. Actual locations of infrastructure improvements are subject to final agreements and review by affected agencies and landowners.



NOTES

One potential feature of the JSPA is a golf course. A golf course would help solidify the JSPA as a four seasons resort, complementing the other warm weather recreational uses, as well as taking advantage of the beautiful setting.

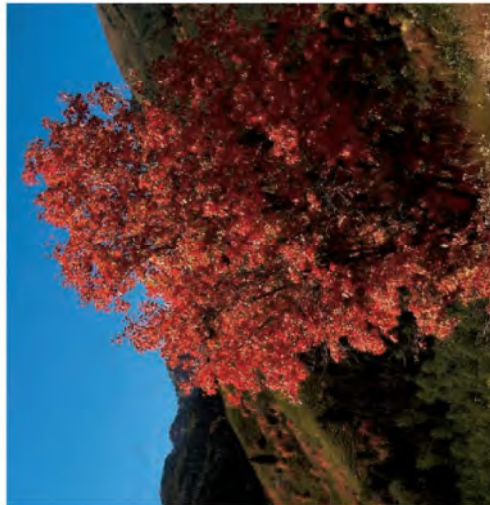


LEGEND

- EXISTING DENSITY POD
- FUTURE DENSITY POD
- FUTURE SKI AREA PORTAL
- EXISTING SKI AREA PORTAL
- FUTURE SKI LIFT
- EXISTING SKI LIFT
- PROPOSED SKI RUNS
- EXISTING SKI RUNS

NOTES

The proposed ski lifts and runs shown are based on a draft of the Deer Valley East Ski Concept Plan, dated November 19, 2013, and are subject to change.



Botanical Name	Common Name
Trees	
Acer ginnala 'Flame'	Flame Maple
Acer freemanii 'Jeffers Red'	Farview Flame Maple
Betula occidentalis	Western Red Birch
Celtis occidentalis	Hackberry
Cercocarpus ledifolius	Cutleaf Mountain Mohogany
Corylus avellana 'Contorta'	Contorted Filbert
Juniperus scopulorum	Rocky Mountain Juniper
Malus 'Dolgo'	Dolgo Crabapple
Populus tremuloides	Quaking Aspen
Quercus gambelli	Gambel Oak
Evergreen Trees	
Abies lasiocarpa	Alpine Fir
Picea abies	Norway Spruce
Picea engelmannii	Engelmann Spruce
Picea pungens	Colorado Spruce
Pinus aristata	Bristlecone Pine
Pinus ponderosa	Ponderosa Pine
Pinus sylvestris	Scotch Pine
Shrubs	
Amelanchier alnifolia	Serviceberry
Aronia arbutifolia	Chokeberry
Cornus sericea	Red Osier Dogwood
Cotoneaster lucidus	Peking Cotoneaster
Euonymus alatus	Burning Bush
Juniperus horizontalis 'Plumosa Compacta'	Compact Andorra Juniper
Juniperus horizontalis 'Bar Harbor'	Bar Harbor Juniper
Juniperus horizontalis 'Prince of Wales'	Prince of Wales Juniper
Juniperus sabinna tamariscifolia	Tamarix Juniper
Juniperus monosperma	One-Seed Juniper
Pinus Mugo 'Compacta'	Compact Mugo Pine
Potentilla fruticosa	Shrubby Cinquefoil
Ribes Aureum	Golden Currant
Rosa woodsii	Woods Rose
Rosa rubrifolia	Red Leaf Rose
Rosa Multiflora	Multiflora Rose
Salix purpurea nana	Dwarf Arctic Willow
Shepherdia argentea	Silver Buffaloberry
Symphoricarpos albus	Common Snowberry
Viburnum x burejaeticum	Manchurian Viburnum

Botanical Name	Common Name
Ground Covers/Vines	
Clematis Jackmanii	Jackman Clematis
Clematis tangutica	Golden Tiara
Gallium odorata	Sweet Woodruff
Mahonia repens	Creeping Oregon Grape
Vinca minor 'Mrs. Bowles'	Periwinkle
Perennials	
Achillea filipendula	Fern-Leaf Yarrow
Anemone pulsatilla	Basque Flower
Anemone sylvestris	Snowdrop Anemone
Astilbe chinensis	Chinese Astilbe
Campanula carpatica	Carpathian Bellflower
Clematis x Paratiele 'Travelers Joy'	Hardy Clematis
Coreopsis resea	Pink Lowered Coreopsis
Echinacea purpurea	Purple Coneflower
Euphorbia griffithii 'Fireglow'	Fireglow Spurge
Gaillardia x grandiflora	Blanketflower
Iris missouriensis	Rocky Mountain Iris
Iris siberica x 'Papillon'	Siberian Iris
Iris versicolor	Blueflag Iris
Lupinus 'Dwarf Miniature Lupine'	Dwarf Miniature Lupine
Lupinus 'Russell Hybrids'	Russel Lupine
Monarda didyma	Beesbalm
Penstemon barbatus	Beard-Tongue
Rudbeckia 'fulgida 'Goldstrum'	Goldstrum Coneflower
Sedum 'Autumn Joy'	Autumn Joy Stone Crop





Resolution No. 12-98

**RESOLUTION TO AMEND DEVELOPMENT PARAMETERS
FOR FLAGSTAFF MOUNTAIN**

WHEREAS, on May 17, 1994 United Park City Mines Company (UPCM) filed an application for annexation to Park City of certain UPCM holdings within the Ontario and Daly Canyons, along with property held by several other mining companies and/or families; and

WHEREAS, the Planning Commission reviewed the proposal several times throughout 1994 and 1995, provided feedback, and based on Planning Commission feedback, the applicant submitted a revised annexation plan on June 14, 1995; and

WHEREAS, the Planning Commission and a special Flagstaff Task Force held several meetings on the revised plan throughout the remainder of 1995 and the balance of 1996 and held public hearings on the revised plan on October 25, 1995 and November 13, 1996; and

WHEREAS, on March 26, 1997, the Planning Commission recommended annexation of the Flagstaff area, with certain development parameters; and

WHEREAS, the Council began its consideration of the Planning Commission recommendation on April 17, 1997 and continued to take staff, applicant, and public input on April 24, 25, 28 and 29 and May 1, 6, and 8, 1997; and

WHEREAS, on April 24, 1997 the Council opened a public hearing for over 350 attendees, and took testimony from 46 participants. The public sentiment revealed support for annexation, but concerns regarding the development parameters; and

WHEREAS, the City mailed and published notice of the proposed annexation and annexation policy declaration to all affected entities and received no protest to the annexation; and

WHEREAS, on May 10, 1997, the Council concluded in Resolution No. 10-97 that annexation was appropriate and that many, but not all, of the proposed development parameters could be accommodated in the Flagstaff area; and

WHEREAS, without withdrawing its annexation petition, the applicant rejected the Council's 1997 development parameters, and began to pursue development entitlement in unincorporated Summit and Wasatch Counties; and

WHEREAS, on July 8, 1998 the applicant approached the Council with a renewed desire to annex and with additional offers of on and off-site transportation facilities, utilities, enhancements, and recreation amenities; and

WHEREAS, Council convened several work sessions, an additional public meeting, and facilitated interest group meetings to consider new development parameters; and

WHEREAS, on August 27, 1998, approximately 100 people attended, and over 20 individuals commented on new draft development parameters; and

WHEREAS, based on public input, Council further negotiated improved development parameters; and

WHEREAS, based on all of the staff, applicant and public input, the Council hereby reconfirms that the Flagstaff area should develop within the City; and

WHEREAS, in consideration of the foregoing, the Council finds that it is in the best interests of the citizens of Park City to adopt the attached development parameters and to direct staff to prepare a development agreement and annexation documents for Council to consider in its next step to finalize annexation of the Flagstaff area:

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

SECTION 1. FLAGSTAFF DEVELOPMENT.

1. The development parameters adopted for the Flagstaff annexation area in Resolution No. 10-97 are hereby rescinded.
2. The attached development parameters for the Flagstaff area attached hereto are hereby adopted (Attachment A).
3. Staff shall prepare a development agreement for Council review and consideration prior to annexation.
4. Staff shall prepare annexation documents for Council review and consideration.

SECTION 2. EFFECTIVE DATE. This Resolution shall become effective upon adoption.

PASSED AND ADOPTED this 10th day of September, 1998.

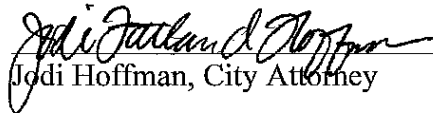
PARK CITY MUNICIPAL CORPORATION


Mayor Bradley A. Olch

Attest:


Janet M. Scott, City Recorder

Approved as to form:


Jodi Hoffman, City Attorney



FLAGSTAFF DEVELOPMENT PARAMETERS

September 10, 1998

PART I. FLAGSTAFF AREA

SECTION 1. Development Configuration, Limitations and Maximum Density

- A. Flagstaff Area: (see Exhibit A). The Flagstaff Area is composed of two primary development zones: the lower "Mountain Village" area and the "Northside Neighborhood" area".
1. Mountain Village: (formerly Pods A and B) The Mountain Village is intended to be a mixed use residential and commercial resort support area which is configured as a *pedestrian village*. Site specific configuration will be established as a part of the Small Scale Master Plan process. In reviewing the configuration, the Planning Commission will consider the following parameters:
 - a. The development shall be constrained to up to 115 acres in overall size.
 - b. Pedestrian village means that at least 65% of the residential properties are clustered within walking distance (5 minute walk) of a transportation hub of the village, which can be directly accessed by pathways or sidewalks. The transportation hub is defined as the terminus of a public and/or private transportation system and public plaza located as centrally as possible within the village. The balance of the density may occur in one of the two other pods shown on Exhibit A, as determined appropriate by the Planning Commission during the Small Scale Master Planned Development (MPD) review process.
 - c. A maximum of sixteen (16) single-family homes on Prospect Ridge above the 7800 foot elevation. The applicant shall limit the height and size and siting of the single-family development on Prospect Ridge north of the proposed road to reduce the visibility with the precise limitations to be established by the Planning Commission at the MPD stage based on a visual analysis.
 - d. A maximum of four hundred seventy (470) residential units (705 Unit Equivalents) of density within the Mountain Village. Such density shall be configured as multi-family, hotel or planned unit development (PUD) units, provided the PUD units do not exceed 60 within the village. Clustering of residential units within the village and around common open spaces is a specific design criteria. The specific siting and configuration of such units shall be determined through the small scale MPD process by the Planning Commission.

- e. A maximum of 75,000 sq. ft. of resort related commercial uses which shall include neighborhood commercial uses for residents and visitors, such as groceries and sundries.
2. Northside Neighborhood (formerly Pod D) is intended as a single- family residential area within the annexation boundaries and shall consist of :
 - a. A maximum of 100 acres of development in this area.
 - b. A maximum of 38 single family homes, the size and location of which shall be determined by the Planning Commission at the Small Scale MPD/ Subdivision stage according to the following principles:
 - homes shall be placed out of the meadow areas
 - limits of disturbance shall be at least 50 feet from any ski runs
 - structures and roads shall be configured to minimize road and utility impacts
 - minimize visual intrusion from road and ski run viewpoints
 - provide trail easements to connect to the area trail system
 - the limits of disturbance of building sites shall avoid restricting ski access through the area generally referred to as the “enchanted forest”.
 - c. A Chapel will be allowed under the following conditions:
 - No utility extension will be allowed (power may be allowed if it is readily accessible).
 - The Chapel will not be accessed by an improved road.
 - The siting and construction will comply with the provisions of the Sensitive Lands Ordinance.
3. UPCM has agreed to preserve the head frame at the Daly West site. Other significant structures and equipment related to prior mining operations shall be preserved for their historic value to the extent feasible based upon the required inventory of historic features and historic preservation plan.
4. UPCM agrees to limit wood-burning to one fireplace or wood-burning device per single family unit. The multifamily units will be allowed to have only one common wood-burning fireplace per project.
5. The applicant shall formulate and incorporate detailed design guidelines for the Flagstaff development. The development shall have a strong common architectural theme through the use of materials, roof pitch, architectural detailing, landscape, color, mass, scale, building heights and pedestrian linkages. These guidelines shall be approved by the Planning Commission prior to any building permit issuance in the Flagstaff area.
6. Existing improvements to the Ontario Mine Site (Silver Mine Adventure) shall be

permitted to continue to operate as the current use within the annexation boundary and will be allowed to be improved or replaced within its historical context. Any expansion or modification of use would require approval by the City in accordance with the provisions of the Park City Land Management Code.

7. Building heights shall be those allowed in the RD zone. Projects in Flagstaff would be subject to the height provisions of the Land Management Code, which includes a process for consideration of height variation. Projects in the Mountain Village could apply for the height variation.
8. It is anticipated that interval ownership will be considered in Flagstaff. The Planning Commission and City Council will review requests for interval ownership and would prefer interval ownership programs with longer intervals to increase the use of the units as nightly rental.

SECTION 2. Access and Utilities

A. UPCMC agrees to the following restrictions on access:

1. Some realignment to existing SR224 may be necessary from the Ontario Mine site to the Summit County line. The road will be to a similar standard as the historical SR224. Access over SR224 would remain seasonal (see attached Exhibit C).
2. UPCM C agrees not to renew any leases for recreational snowmobiling.
3. A private road would serve the Flagstaff project. Access would be limited to project use at two intersections with SR224, not at the County line (see attached Exhibit C). Operational procedures to control access would be refined prior to any small scale Master Plan approval.
4. The project would require seasonal emergency, secondary access through Deer Valley (Exhibit D).
5. A comprehensive emergency response plan will be required. The proposal includes a public safety facility site. The final public safety and emergency access plan would be determined prior to any permit issuance, and after coordination with affected entities, such as the Park City Fire District
6. UPCM C agrees to provide, and improve where appropriate, recreational access to trails and other amenities with the annexation area.

B. Utilities and Public Facilities

1. Flagstaff would be served by and subject to approval of, the Snyderville Basin Sewer Improvement District (SBSID).

2. UPCMC agrees that water for the Flagstaff Annexation Area would be a part of the Park City water system. UPCMC would be responsible for developing the distribution system and UPCMC and the City for developing the source. UPCMC agrees to cooperate with the City in developing sources including, but not limited to, making well sites, water rights and easements available to the City.
3. The utilities will be sized to serve the Flagstaff project, and contiguous UPCMC property, and will not have excess capacity to serve other adjacent developments.

SECTION 3. Transit, Traffic and Parking.

A. Transportation and Traffic Mitigation. The developer has agreed to provide the following to reduce the traffic generated by the project:

1. Provide a base level of van and shuttle service including, but not limited to, circulator service within the Mountain Village and a designated City transit connection. Provide guest shuttles to key destinations such as Main Street, Silver Lake and recreational trail heads. Specific van and shuttle routes will be established to minimize impacts on existing neighborhoods.
2. Construct road and intersection improvements of SR224 and the intersection of Marsac and Deer Valley Drive to remedy existing deficiencies including:
 - Financial participation by UPCMC on the reconstruction of the intersection of Marsac Avenue and Deer Valley Drive. UPCMC will be responsible for paying its proportional share of the cost of such reconstruction in order to offset the impact directly attributable to Flagstaff and adjacent UPCMC traffic.
 - Dedication of land and construction of a run-away truck lane along SR224.
 - Widening and passing lane on SR224 between Deer Valley Drive and the Ontario Mine site.
 - Drainage Improvements
 - Landscape improvements uphill from the intersection with Hillside to act as a project entry

B. Parking.

1. Reduce the parking requirements in the Mountain Village by at least 25% of those required by the Land Management Code so as to substantially

reduce private vehicle trips to the Mountain Village. Provide offsetting mitigation, such as parking management programs, private paid parking for commercial uses, shuttles, airport pick-up and return, and other programs to reduce the demand for private vehicles and parking.

2. Provide shared parking in all commercial, short-term residential and mixed use buildings (assigned or reserved spaces prohibited).
3. The majority of required parking will be fully enclosed and/or underground. This specific requirement will be determined at the small scale MPD stage for each development area.

C. Trails. As a part of the Flagstaff Annexation application, the applicant agrees to:

1. Construct and maintain, through the Master Property Owner's Association, a year round (hard surfaced) trail system interconnecting developments within Mountain Village and connecting those areas to Old Town provided that the City provides a suitable alignment on the lower portions of Prospect Ridge (the property owned by UPCM).
2. Construct and maintain summer trails throughout the property for public biking and hiking.

D. Gondola

CTEC (a ski lift / gondola manufacturer) has determined that an 8-person gondola from the base of Swede Alley to the Mountain Village via an angle station near "the bulkhead property" is feasible and can be built for about \$4.5 to \$5.0 million. UPCM is willing to install the gondola if the City determines, through an appropriate public process, it is in the City's best interest.

1. Operation and maintenance costs would be borne by a variety of beneficiaries to be negotiated prior to approval of the Gondola.
2. Total length - about 9,000 feet
Trip time - 10 minutes
Capacity - 1200 people per hour
3. A base facility should be located in close proximity to Historic Main Street. An angle station would have to be built on the hillside to the east of the intersection of State Highway 224 and Hillside Ave.
4. Public transit connections to and from the top of the Gondola to other areas of Deer Valley is required.

5. Park City reserves the right to explore extending the Gondola from the Mountain Village to Silver Lake Village in order to provide a large enough service area to make the project feasible.
6. If the Gondola becomes a part of this project, the City and Deer Valley will evaluate the Deer Valley Master Plan for skiing to determine if modifications are necessary to integrate the gondola into it.
7. If the City Council determines that a gondola is not feasible or in the public interest, UPCMCM agrees to contribute \$1.0 million to the City, to be used specifically for other traffic mitigation projects in the City related to the project. An additional \$1.0 million will be required to be expended by the developer for traffic mitigation directly related to the Flagstaff project.
8. UPCMCM is obligated to secure agreement from Deer Valley to operate the Gondola.
9. The City agrees to work expeditiously through the public process for the Gondola.

SECTION 4. Phasing. The developer is required to submit a phasing plan for review and approval by the City. The phasing plan will provide that:

- Arterial or main infrastructure improvements (roads, sewer, water, private utilities) commence with the Mountain Village and progress in sequence to the Northside Neighborhood
- One section of arterial or main infrastructure be completed before moving to the next section.
- The golf course (s) in Richardson Flats be commenced with the first phase following EPA authorization and City or County approvals.
- The Iron Mountain parcel and conservation lease dedication with the approval of the Development Agreement.

SECTION 5. Construction Mitigation. The developer will provide measures to mitigate the impact to the environment by phasing, to the greatest extent practical, the various stages of the utility, road, and building construction so as to minimize the extent, at any given time, of disturbed areas. These measures will be reflected in CC&R's of each development parcel. The conditional use review for each development parcel will specify site and development specific mitigation measures.

- A. The applicant agrees to:
 - Limits of Disturbance and Vegetation Protection for the construction of public improvements
 - Provision of a construction staging and stockpile area at the Daly West site

- A construction traffic routing plan
 - Dust and soil monitoring and controls
 - Soil stabilization and erosion and runoff controls
 - Stockpiling of all earthen material on the site
 - Provide on-site batch plants, material staging and construction material recycling
 - Mitigation of mining and soils hazards
 - Provide temporary trails during construction
- B. Developers of individual sites will be required to:
- Provide secure storage for tools and equipment on-site
 - Provide Limits of Disturbance and Vegetation Protection, including soil stabilization adequate to control erosion and water run-off.
 - Provide a traffic routing plan
 - Provide temporary trails during construction

SECTION 6. Employee Housing

- A. The applicant agrees to provide 10% employee/affordable housing units as defined by Resolution 7-95 in connection with development in Flagstaff. The 10% shall be based on both residential and commercial unit equivalents. UPCMC has agreed to place at least 25% of these units within the development. Mountainlands Housing Trust will be consulted to determine the type and location of housing which would be most effective in offsetting the demand generated from this project. The employee housing construction will be phased with the project. At the City's discretion, the balance of the obligation would be provided as follows:
1. Developing employee housing on the 20 acre "corner parcel" (Exhibit F) by the developer; or
 2. Donating the corner parcel to the City and constructing the units on an alternate parcel provided by the City (which may include property donated to the City by UPCMC in the Sandridge area); or
 3. If mutually acceptable to UPCMC and the City, by paying a fee in lieu of housing, if it results in the construction or dedication of actual units for affordable/employee housing.

SECTION 7. Ski Expansion and Open Space. Deer Valley will be allowed to expand skiing consistent with the approved Flagstaff Annexation Plan , subject to administrative review procedures.

A. Skiing

1. Pod Z shall be allowed to contain only 2 graded runs. Limited vegetation removal may be considered in the balance of the pod.
2. A skier day lodge of up to 35,000 square feet will be allowed at the Daly West area,

provided no public parking is included and the lodge is accessed only by a service road.

3. A private club cabin for the benefit of property owners within the Flagstaff area, provided no public access road or public parking is included.

B. Open Space

1. Zone all areas within the annexation area which are not developed, as Recreation Open Space.
2. Prohibit development in significant wetland and wildlife areas such as, but not limited to, the Lady Morgan Springs area.
3. Dedicate to a third party an open space easement for land not designated for commercial and residential development to assure that the land is permanently open. Different sections of this land may have different provisions in the open space easement (i.e. ski terrain, wildlife habitat, sensitive lands).
4. Dedicate the area below (north of) Prospect Ridge to the City as an addition to and providing a continuous link with the City's open space on Prospect Ridge.

SECTION 8. MPD Requirements

- A. The annexation and development agreement will constitute Large Scale MPD approval.
- B. Prior to any construction occurring on the site and prior to or concurrent with the first small scale MPD approval, the following must be reviewed and approved:
 - Design Guidelines
 - Detailed Construction Mitigation Plan
 - Mine/Soil Hazard Mitigation Plan
 - Construction and Housing Phasing Plans, which call for the efficient extension of services, concentrating initial infrastructure development in Mountain Village and secondarily in the Northside Neighborhood.
 - Specific transit plan
 - Specific design of roads and public improvements
 - Parking Management Plan
 - Access limitation procedures
 - Trail locations, specifications and phasing
 - Detailed Open Space Management Plan
 - Historic Preservation Plan
 - Emergency Response Plan
 - A Utilities Master Plan including the timing, alignment, and service strategy for water and sewer service.

- Wildlife management plan
- C. Each development parcel will be required to be reviewed and approved as a Small Scale MPD.

SECTION 9. Additional Public Benefits/Mitigation

A. Iron Mountain Property

UPCMC agrees to deed restrict or transfer to the City 106 acres on Iron Mountain (at the City's discretion) with skiing rights reserved. The City reserves the right to review any future proposed skiing (Exhibit G).

B. Richardson Flats (Exhibit H)

As a part of the Flagstaff project with the City, or the County, UPCM is considering the following two options in the Richardson Flats area (total area of about 600 acres), subject to UPCM entering into a satisfactory agreement with EPA regarding reclamation and reuse of the Richardson Flats tailings impoundment area. Recreation impact fees for Empire Canyon would be earmarked toward development of this site. The project would pay a negotiated Park development impact fee similar to the rate charged by the Snyderville Basin Recreation District's impact fee.

Option 1

- A privately owned, publicly accessible, golf course to be constructed by UPCM. The golf course would be operated to maximize play.
- A 50 acre site which could be used for activities such as an equestrian facility, rodeo grounds, a special events site, driving range, or other recreational activities.

Option 2

- The Richardson Flats area may accommodate 36 holes of golf of which 18 holes would be required to be public and 18 could be for private use. This alternative would require the acquisition of additional land from an adjacent property owner and the City would consider participating in this acquisition. The public course will require public funds for improvement. If two courses are achievable, UPCM and the City will work to provide water to both courses and cooperatively develop shared facilities such as a driving range and maintenance shops.

UPCM is exploring alternatives for water delivery to Richardson Flats, including using an Ontario Canyon source conveyed to the site via the existing slurry line, or development of UPCM rights in Jordanelle water.

UPCM agrees to facilitate the design and development of Richardson Flats for agreed upon recreational uses in the early phases of the construction of the Flagstaff project and does not oppose annexation of the Richardson Flats area to the City. The timing of such recreational facilities may, however, be subject to yet undetermined

resolution and/or mitigation of environmental concerns.

C. Real Estate Transfer Fee

UPCMC has offered a Real Estate Transfer Fee of 1% which is considered an enhancement. The Real Estate Transfer Fee would be contributed in addition to usual impact fees and will be used as follows:

- 50% to the Master Property Owners Association to assist in funding transit and open space maintenance
- 50% to Park City Municipal Corporation to assist in funding transit, recreation improvements and open space acquisition

D. Sandridge Property (Exhibit I) UPCMCM agrees to restrict property owned by UPCMCM in the Sandridge area (both parking and hillside area) to Park City and requests the option of evaluating the feasibility of providing affordable housing on the hillside site. In the event affordable housing is not feasible, the property shall remain open space or parking.

PART II. BONANZA FLATS AREA

Context. UPCMC owns significant property in the Bonanza Flats area of Wasatch County and wishes to develop such property. UPCMC has conducted traffic studies which indicate that at least 75% of all traffic from the Bonanza property will come to and through Park City. Therefore, in consideration of these traffic impacts, UPCMC agrees to limit its application to Wasatch County as stated below.

1. UPCMC agrees, to restrict the residential development in the Bonanza Flats area to a maximum of 260 Units or 280 Park City Unit Equivalents, of which no more than 160 would be single family (Exhibit B). The commercial development may be up to 75,000 sq. ft. of resort related support commercial, a privately owned 18 hole golf course, and alpine and Nordic skiing. Units would be sited away from the lakes in Bonanza.
2. UPCMC agrees to amend its development application currently on file with Wasatch County to reflect this agreement. The areas of UPCMC property which are not to be developed will be appropriately restricted through third party conservation easements so that they are reserved for recreational and open space uses in perpetuity.
3. As further consideration, Park City agrees to permit a private access road to be constructed and maintained by UPCMC between the Flagstaff and Bonanza Flats development areas, provided such private road is restricted to Flagstaff & Bonanza property owners and guests.
4. Annexation of the Bonanza Flats development is not being considered at this time by Park City or UPCMC. Park City and UPCMC commit to work cooperatively with Wasatch County as the process for Bonanza Flats proceeds in Wasatch County.
5. UPCMC may request a transfer of approved density units in Bonanza Flats to the Flagstaff Mountain Village to support a more efficient transportation hub. If such density transfer is approved by Park City, it is anticipated that an Interlocal Agreement between Park City and Wasatch County would be created to address the potential fiscal impacts to Wasatch County of the density transfer. The City shall give a higher priority to multifamily or lodging units in considering any transfer and shall consider the following factors:
 - the location and quality of open space within Bonanza Flats
 - the suitability of increased density in the Mountain Village
 - the potential reduction of traffic
 - the positive impacts on the transportation system
 - the visual and other impacts to the Mountain Village
 - the positive and negative impacts to Bonanza Flats
6. It is understood and acknowledged by all parties that water and sewer must be provided to Bonanza from the same basin to avoid any trans-basin transfer issues. Park City is providing water the UPCMC's Flagstaff project and Park City and UPCMC desire to serve Bonanza Flats as well. Wasatch County must approve the water and sewer service for Bonanza at a

later date. However, if Wasatch County approved Park City providing water to Bonanza Flats, UPCM agrees as follows:

- UPCM would be responsible for developing the distribution system and UPCM and the City for developing the source
 - UPCM agrees to cooperate with the City in developing sources including, but not limited to, making well sites, water rights and easements available to the City
 - UPCM agrees to apply to the Snyderville Basin Sewer Improvement District to provide sewerage for the development in Bonanza Flats.
7. In the event that Wasatch County does not require an amount of employee / affordable residential units equal to at least 10% of the total approved residential and commercial unit equivalents in the Bonanza Flats project, UPCM agrees to provide that number of employee/affordable housing units.
 8. To lessen the fire danger in Bonanza Flats and surrounding Flagstaff areas, UPCM agrees to limit wood-burning to one fireplace or wood-burning device per single family unit. The multifamily units will be allowed to have only one common woodburning fireplace per project
 9. UPCM and the City shall pursue an interlocal agreement with Wasatch County to provide utility and fire protection services for Bonanza Flats.

List of Exhibits

Exhibit A - Flagstaff Development Areas
Exhibit B - Bonanza Potential Development Areas
Exhibit C - Road Alignments
Exhibit D - Seasonal Emergency Access
Exhibit F - Corner Parcel
Exhibit G - Iron Mountain Property
Exhibit H - Richardson Flat
Exhibit I - Sandridge Property



Resolution No. 20-99

**A RESOLUTION AUTHORIZING THE
FLAGSTAFF MOUNTAIN
DEVELOPMENT AGREEMENT**

WHEREAS, on May 17, 1994, United Park City Mines Company (UPCM) filed an application for annexation to Park City of certain UPCM holdings within the Ontario and Daly Canyons, along with property held by several other mining companies and/or families; and

WHEREAS, the Planning Commission reviewed the proposal several times throughout 1994 and 1995, provided feedback, and based on Planning Commission feedback, the applicant submitted a revised annexation plan on June 14, 1995; and

WHEREAS, the Planning Commission and a special Flagstaff Task Force held several meetings on the revised plan throughout the remainder of 1995 and the balance of 1996 and held public hearings on the revised plan on October 25, 1995 and November 13, 1996; and

WHEREAS, on March 26, 1997, the Planning Commission recommended annexation of the Flagstaff area, with certain development parameters; and

WHEREAS, the Council began its consideration of the Planning Commission recommendation on April 17, 1997, and continued to take staff, applicant, and public input on April 24, 25, 28 and 29, and May 1, 6, and 8, 1997; and

WHEREAS, on April 24, 1997, the Council opened a public hearing for over 350 attendees, and took testimony from 46 participants. The public sentiment revealed support for annexation, but concerns regarding the development parameters; and

WHEREAS, the City mailed and published notice of the proposed annexation and annexation policy declaration to all affected entities and received no protest to the annexation; and

WHEREAS, on May 10, 1997, the Council concluded in Resolution No. 10-97 that annexation was appropriate and that many, but not all, of the proposed development parameters could be accommodated in the Flagstaff area; and

WHEREAS, without withdrawing its annexation petition, the applicant rejected the Council's 1997 development parameters, and began to pursue development in unincorporated Summit and Wasatch Counties; and

WHEREAS, on July 8, 1998, the applicant approached the Council with a renewed desire to annex and with additional offers of on and off-site transportation facilities, utilities, enhancements, and recreation amenities; and

WHEREAS, the council convened several work sessions, an additional public meeting, and facilitated interest group meetings to consider new development parameters; and

WHEREAS, on August 27, 1998, approximately 100 people attended, and over 20 individuals commented on new draft development parameters; and

WHEREAS, based on public input, Council further negotiated improved development parameters; and

WHEREAS, on September 10, 1998, the Council unanimously adopted a resolution to rescind Resolution No. 10-97 and to adopt new development parameters for Flagstaff Mountain, Bonanza Mountain, Richardson Flats, the 20-Acre Quinn's Junction Parcel and the Iron Mountain Parcels; and

WHEREAS, a Development Agreement has been negotiated between the City and the Developer setting forth the terms of the September 10, 1998 resolution and further terms and conditions; and

WHEREAS, it is in the best interests of the City to authorize the Mayor to execute the Development Agreement;

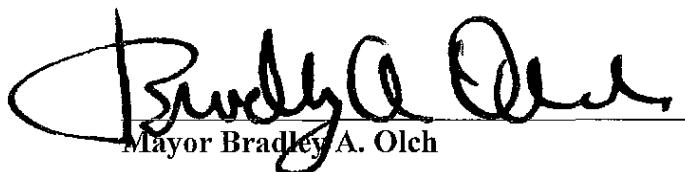
NOW, THEREFORE BE IT RESOLVED, by the City Council of Park City, Utah, as follows:

SECTION 1. AUTHORIZATION TO EXECUTE. The Mayor is hereby authorized to execute the Development Agreement in substantially the same for attached hereto as Exhibit A which sets forth, *inter alia*, the terms and conditions of annexation of Flagstaff Mountain.

SECTION 2. EFFECTIVE DATE. This Resolution shall take effect immediately.

PASSED AND ADOPTED this 24th day of June, 1999.

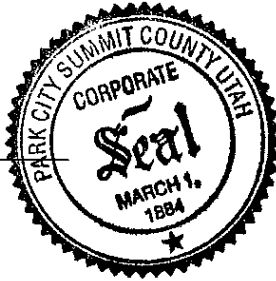
PARK CITY MUNICIPAL CORPORATION



Mayor Bradley A. Olch

Attest:

Janet M. Scott
Janet M. Scott, City Recorder



Approved as to form:

Jodi Hoffman
Jodi Hoffman, City Attorney

EXHIBIT A

REFER TO RECORDER FILE 99-0624

Recorded this ____ day of
_____, 1999
at Book # ____ Page # ____

ORIGINAL

**Fee Exempt per Utah Code
Annotated 1953 21-7-2**

Recorded at the request of and return
to: Park City Municipal Corp.
Attn: City Recorder
P. O. Box 1480, Park City, UT 84060

**DEVELOPMENT AGREEMENT
FOR FLAGSTAFF MOUNTAIN,
BONANZA FLATS, RICHARDSON FLATS,
THE 20-Acre QUINN'S JUNCTION PARCEL
AND IRON MOUNTAIN**

00544835 Bk01276 Pg00485-00575
ALAN SPRIGGS, SUMMIT CO RECORDER
1999 JUL 26 10:36 AM FEE \$1.00 BY DMG
REQUEST: PARK CITY MUNICIPAL CORP

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into as of the 24th day of June, 1999, by and between UNITED PARK CITY MINES COMPANY, ("UPCM" or "DEVELOPER"), DEER VALLEY RESORT COMPANY, ("DEER VALLEY"), and PARK CITY MUNICIPAL CORPORATION, a third class city of the State of Utah ("City") (collectively, the "Parties").

RECITALS

- A. WHEREAS, DEVELOPER and DEER VALLEY own approximately: 1,600 of 1,750 acres of patented mining claims located in the unincorporated Flagstaff Mountain area of Summit County, more particularly described and depicted in Exhibit A attached hereto (hereafter, "Flagstaff Mountain"); approximately 106 acres of patented mining claims located on Iron Mountain within an unincorporated area of Summit County more particularly described and depicted in Exhibit B attached hereto (hereafter, "the Iron Mountain Parcels"); approximately 1,500 acres of patented mining claims, constituting all of UPCM's land located in the unincorporated Bonanza Flats area of Wasatch County more particularly described and depicted in Exhibit C attached hereto (hereafter, "Bonanza Flats"); all of UPCM's land east of U.S. 40 and south of S.R. 248 constituting approximately 650 acres of real property owned in fee simple located immediately east of U.S. 40 and south of S.R. 248 within an unincorporated area of Summit County more particularly described and depicted in Exhibit D attached

hereto (hereafter, "Richardson Flats"); and approximately 20-Acres of real property owned in fee simple located west of U.S. 40 and south of S.R. 248 within an unincorporated area of Summit County more particularly described and depicted in Exhibit E attached hereto (hereafter, "the 20-Acre Quinn's Junction Parcel");

- B. WHEREAS, on May 17, 1994 DEVELOPER filed an application for annexation to Park City of Flagstaff Mountain, consisting of DEVELOPER's, DEER VALLEY's and Northside Neighborhood Property Owners' land, together totaling an area of approximately 1,750 acres;
- C. WHEREAS, on May 10, 1997 the Park City Council unanimously resolved by Resolution 10-97 to annex Flagstaff Mountain under certain Development Parameters;
- D. WHEREAS, on July 8, 1998 DEVELOPER requested reconsideration by the City of Resolution 10-97 and offered certain incentives for limiting development of the Bonanza Flats, Richardson Flats and the Iron Mountain Parcels;
- E. WHEREAS, on September 10, 1998 the Park City Council unanimously adopted a resolution to rescind Resolution No. 10-97 and to adopt new development parameters for Flagstaff Mountain, Bonanza Flats, Richardson Flats and the Iron Mountain Parcels, as set forth in this Agreement; and
- F. WHEREAS, in the intervening months since the City Council adopted the September 10, 1998 development parameters, the DEVELOPER has further refined its proposal by offering to move 16 single family homes from the sensitive Prospect Ridge area to the Mountain Village and to constrain development in the Northside Neighborhood to reduce site disturbance and to facilitate sale to a conservation buyer for a time certain; and
- G. WHEREAS, the Parties intend to enter into this Agreement to establish new development parameters for Flagstaff Mountain, Bonanza Flats, Richardson Flats, the 20-Acre Quinn's Junction Parcel, and the Iron Mountain Parcels and to establish a time certain for annexation of Flagstaff Mountain into the City.

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants hereafter set forth, the sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

SECTION I. DEFINITIONS

Unless the context requires a different meaning, any term or phrase used in this Agreement that has its first letter capitalized shall have that meaning given to it by the Park City Land Management Code (LMC) in effect on the date of a complete application or, if different, by this Agreement. Certain such terms and phrases are referenced below; others are defined where they appear in the text of this Agreement.

- 1.1 **"Annexation Property"** means that approximately 1.750 acres of property known as Flagstaff Mountain, described and depicted on Exhibit A.
- 1.2 **"Bonanza Flats"** means that approximately 1,500 acres of UPCM property commonly referred to as Bonanza Flats, constituting all of UPCM's holdings in Bonanza Flats and described and depicted on Exhibit C.
- 1.3 **"DEER VALLEY"** means the Deer Valley Resort Company, a Utah limited Partnership and each of its assigns, joint venture partners, and successors in interest, whether in whole or in part. DEER VALLEY shall cause its employees and agents to act in accordance with the terms of this Agreement.
- 1.4 **"DEVELOPER"** means United Park City Mines Company, a publicly traded Delaware corporation, and each of its assigns, joint venture partners, and successors in interest, whether in whole or in part. DEVELOPER shall cause its employees and agents to act in accordance with the terms of this Agreement.
- 1.5 **"Inaction"** provisionally¹ means (a) DEVELOPER's failure to pursue a sequential permit (i.e. Small Scale MPD permit, conditional use permit, subdivision application, or building permit) by failing to submit a complete application for such a permit or by failing to respond to the

¹ This definition has been inserted in anticipation of its inclusion in a new revision of the Land Management Code. This definition will be superseded by an LMC definition of the term.

City's written requests for information which the City deems is necessary to process the application; or (b) DEVELOPER's failure to sustain permitted construction such that the permit under which construction is allowed, expires or is otherwise suspended or revoked.

- 1.6 "Meeting Accessory Uses" provisionally² means uses normally associated and necessary to serve meeting and banquet space. Meeting Accessory Uses do not require the use of Unit Equivalents and include:
- 1.6.1 Administrative and Banquet Offices
 - 1.6.2 Banquet Storage Areas
 - 1.6.3 Banquet Prep Areas Storage Areas
 - 1.6.4 Common A/V Storage Areas
 - 1.6.5 Coat Check Areas
 - 1.6.6 Public Restrooms
 - 1.6.7 Public Telephone Areas
 - 1.6.8 Public Hallways
 - 1.6.9 Public Circulation Areas.
- 1.7 "Mountain Village" means that mixed-use portion of Flagstaff Mountain described and depicted as the Mountain Village in Exhibit A attached hereto and limited to a total of 84 acres, within three development Pods (A, B₁, and B₂) and maximum densities, unit equivalencies and configuration more fully described herein.
- 1.8 "Northside Neighborhood" means that 63-acre portion of Flagstaff Mountain described and depicted as the Northside Neighborhood in Exhibit A attached hereto and limited to the maximum density, unit equivalency, and configuration more fully described herein.
- 1.9 "Northside Neighborhood Property Owners" means, in addition to UPCM and DEER VALLEY, Park City Star Mining Company, Inc., a Utah corporation, Bransford Land Company, representing the interests of

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² This definition has been inserted in anticipation of its inclusion in a new revision of the Land Management Code. This definition will be superseded by an LMC definition of the term.

Anne Bransford Newhall, Mary Bransford Leader and Carolyn Bransford MacDonald, and Stichting Beheer Mayflower Project, a legal entity representing the interests of Stichting Mayflower Recreational Fonds and of Stichting Mayflower Mountain Fonds.

- 1.10 **"Pedestrian Village"** means an area configured within Pod A of the Mountain Village for the mixed use of residential, Residential Accessory, Resort Support Commercial, Resort Accessory, meeting and Meeting Accessory Uses within which at least sixty-five percent (65%) of the residential properties are clustered within walking distance (5 minutes) of a Transportation Hub for such residential properties, which can be directly accessed by pathways or sidewalks.
- 1.11 **"Planned Unit Development" or "PUD"** means a master planned development consisting of clustered, detached, single family or duplex units with common open space and coordinated architecture.
- 1.12 **"Pod Z"** means that area, depicted on Exhibit F that is limited for ski-related uses as further defined herein.
- 1.13 **"Project"** means the residential, recreational and commercial real estate development to be constructed within Flagstaff Mountain.
- 1.14 **"Residential Accessory Uses"** provisionally means uses that are for the benefit of the residents of a commercial residential use, such as a hotel or nightly rental condominium project. Residential Accessory Uses do not require the use of Unit Equivalents. Residential Accessory Uses include:
- 1.14.1 Common Ski Lockers
 - 1.14.2 Common Lobbies
 - 1.14.3 Registration
 - 1.14.4 Concierge
 - 1.14.5 Bell Stand/Luggage Storage
 - 1.14.6 Common Maintenance Areas
 - 1.14.7 Mechanical Rooms

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³ This definition has been inserted in anticipation of its inclusion in a new revision of the Land Management Code. This definition will be superseded by an LMC definition of the term.

1.14.8 Common Laundry Facilities and Common Storage Areas

1.14.9 Employee Facilities

1.14.10 Common Pools, Saunas and Hot Tubs

1.14.11 Public Telephone Areas

1.14.12 Public Restrooms

1.14.13 Administrative Offices

1.14.14 Public Hallways and Circulation Areas

1.15 "Resort Accessory Uses" provisionally⁴ means uses that are clearly incidental to and customarily found in connection with the principal resort building or use and are operated for the convenience of the owners, occupants, employees, customers or visitors to the principal resort use. Resort Accessory

Uses do not require the use of Unit Equivalents. They include such uses as:

1.15.1 Information

1.15.2 Lost and Found

1.15.3 Mountain Patrol

1.15.4 Mountain Administration

1.15.5 Mountain Maintenance and Storage Facilities

1.15.6 Mountain Patrol and Emergency Medical Facilities

1.15.7 Public Lockers

1.15.8 Public Restrooms

1.15.9 Employee Lockers

1.15.10 Ski School/Day Care

1.15.11 Ticket Sales Areas

1.15.12 Ski Check Areas

1.15.13 Public Circulation Areas and Hallways

1.16 "Richardson Flats" means all of UPCM's property at the southeast corner of U.S. 40 and S.R. 248, more fully described and depicted on Exhibit D.

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⁴ This definition has been inserted in anticipation of its inclusion in a new revision of the Land Management Code. This definition will be superseded by an LMC definition of the term.

1.17 "Transportation Hub" means the terminus of a public and/or private transportation system that is located at a convenient location within the Mountain Village.

1.18 "Unit Equivalent," with respect to commercial structures and multifamily and PUD structures, has the meaning set forth in the LMC.³ Each single family residential structure (excluding PUDs) approved by the City pursuant to this Agreement for construction within the Project shall have a Unit Equivalent of 1.00, regardless of the size or the location of the single family residential structure. Each commercial structure or portion thereof shall consume 1 Unit Equivalent for each 1000 square feet. Each multifamily and PUD residential structure shall consume 1 Unit Equivalent for each 2000 square feet.

SECTION II. LARGE SCALE MPD—FLAGSTAFF MOUNTAIN

2.1. DEVELOPER is hereby granted the equivalent of a Large Scale Master Planned Development (Large Scale MPD) for Flagstaff Mountain. This Large Scale MPD sets forth maximum densities, location of densities and DEVELOPER-offered amenities and is subject to all normally-applicable City processes, and in addition thereto, such processes defined below, including DEVELOPER's responsibility, prior to or concurrent with the Small Scale MPD process, to submit and ultimately to obtain (upon modification, if necessary) City approval, of satisfactory plans detailed below:

2.1.1. Mine/Soil Hazard Mitigation Plan--which plan shall include an inventory of all mine sites, potential sources of release of hazardous materials into the environment, and a plan and schedule for their remediation;

2.1.2. Detailed Design Guidelines, with strong architectural themes, for the entire Flagstaff Mountain Project;

2.1.3. Specific Transit Plan;

2.1.4. Parking Management Plan;

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³ Hotel rooms of 500 square feet or less constitute ¼ Unit Equivalent.

- 2.1.5. Detailed Open Space Management Plan;
 - 2.1.6. Historic Preservation Plan;
 - 2.1.7. Emergency Response Plan, including DEVELOPER's commitments to provide infrastructure necessary to serve the Project and Bonanza Flats and phasing therefor;
 - 2.1.8. Trails Master Plan setting forth trail locations, specifications, phasing and timing of public easements;
 - 2.1.9. Private Road Access Limitation Procedures;
 - 2.1.10. Construction Phasing Plan—including construction milestones for project amenities, including Richardson Flats development;
 - 2.1.11. General Infrastructure and Public Improvements Design and Phasing Plan, which calls for the efficient extension of services, concentrating initial infrastructure development in the Mountain Village, and secondarily in the Northside Neighborhood. Such plan shall allow for the construction of a variety of housing types in each phase;
 - 2.1.12. Utilities Master Plan—including the timing, alignment and service strategy for water and sewer service, as well as storm water management throughout the Project and Bonanza Flats;
 - 2.1.13. Wildlife Management Plan; and
 - 2.1.14. Affordable Housing Plan, including phasing.
- 2.2. **Maximum Development Parameters--Flagstaff Mountain.** Flagstaff Mountain is composed of the Mountain Village, the Northside Neighborhood, various ski related improvements, and the Silver Mine Adventure. Upon annexation, Flagstaff Mountain will be zoned as shown on the zoning map attached hereto as Exhibit P. The following maximum development parameters apply to Flagstaff Mountain:
- 2.2.1 **Mountain Village:** The Mountain Village is constrained as follows:

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2.2.1.1 **Small Scale MPD.** Site specific volumetrics and configuration will be established in the Small Scale MPD process.

2.2.1.2 **Maximum Development Area.** In the Small Scale MPD process, the entire Mountain Village development shall be constrained within a total of 84 acres.

2.2.1.3 **Maximum Density.** The maximum density within the Mountain Village is 705 Unit Equivalents configured in no more than 470 residential units.⁶ Such density shall be configured as multi-family, hotel, or PUD units, provided the PUD units do not exceed 60. PUD units consume Unit Equivalents in the same respect as multifamily units. Additionally, the Mountain Village may contain up to 16 detached single family home sites.

2.2.1.4 **Pedestrian Village.** At least 65% of the residential units within the Mountain Village must be clustered within the primary development pod (Pod A), and must be located within a five-minute walk of the Transportation Hub. All three development pods (Pods A, B₁, and B₂) within the Mountain Village must be linked by transit.

2.2.1.5 **Commercial.** The Mountain Village may additionally include up to 75,000-sq. ft. of Resort Support Commercial uses, which shall include Neighborhood Convenience Commercial uses for residents and visitors such as groceries and sundries.

2.2.1.6 **Mine Site Reclamation.** To the greatest extent possible, DEVELOPER shall locate density in disturbed areas. This provision applies primarily to potential density at the Daly West site. Additionally, DEVELOPER shall

⁶ Hotel rooms of 500 square feet or less constitute ¼ Unit Equivalent.

reclaim⁷ all mining and mining overburden sites within Flagstaff Mountain, in accordance with state and federal regulatory agency review.

2.2.1.7. **Public Trails.** DEVELOPER shall construct and dedicate public trails designated on an accepted Trails Master Plan. Many trails will be constructed on land ultimately owned by DEER VALLEY. In those areas, DEER VALLEY shall be responsible for trail maintenance and for enforcing reasonable rules and regulations for public trail use. Such rules may not exclude free public access to the public trail systems identified on the Trails Master Plan.

2.2.1.8. **Deed Restricted Open Space.** Within 30 days of issuance of a Small Scale MPD, DEVELOPER and/or DEER VALLEY shall execute for the benefit of the City perpetual covenants and restrictions with respect to all designated open space associated with the Small Scale MPD and which, at a minimum, shall prevent the construction thereon of residential, commercial and retail structures but shall provide for ski-related uses consistent with paragraph 2.5 herein.

2.2.1.9. **Parking.** Each Small Scale MPD submittal shall include a parking management plan with respect to the portion of the property covered by such Small Scale MPD submittal. The goal of the plan is to design the Mountain Village in such a way as to reduce parking demand by 25%. DEVELOPER shall plan and encourage within the Mountain Village portion of the Project programs such as parking management, paid parking for commercial uses, shuttles and other programs designed to reduce the

⁷ Reclamation shall include, at a minimum, revegetation of exposed areas.

demand for private vehicles and parking. DEVELOPER shall provide for shared parking in all commercial, short-term residential and mixed-use buildings. Assigned or reserved spaces within commercial, short-term residential and mixed-use buildings are prohibited. The majority of the required parking areas will be fully enclosed and/or constructed underground.

- 2.3 **Prospect Ridge.** DEVELOPER considers the Prospect Ridge area depicted in Exhibit K to be a critical viewshed area for Old Town.

2.3.1 **Public Trails.** Consistent with the Trails Master Plan, DEVELOPER shall construct and dedicate to the City public trails designated within the Prospect Ridge area.

2.3.2 **Deed Restricted Open Space.** Within 30 days of issuance of the first Small Scale MPD, DEVELOPER shall cause to be recorded a document, approved by the City, which shall impose perpetual covenants and use restrictions for that portion of Prospect Ridge depicted as "Recreation Open Space Dedication" on Exhibit K which shall prevent the construction thereon of residential, commercial and/or retail structures, ski lifts, and developed alpine ski runs.

- 2.4. **Northside Neighborhood.** The Northside Neighborhood is composed of property owned by five separate Northside Neighborhood Property Owners and, upon their written acceptance of the terms of this Agreement, may contain a maximum of 38 homes, the size and location of which shall be determined at Small Scale MPD/subdivision review. The Northside Neighborhood may also contain a 1000 sq. ft. non-denominational Chapel, that will remain open and reasonably available to the public.*

2.4.1 **Small Scale MPD.** The Small Scale MPD must include all Northside Neighborhood Property Owners to achieve the

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* No utility extension will be allowed for the Chapel. Power may be allowed if it is readily accessible. Location of the Chapel cannot cause the extension of an improved road. Siting and construction must comply with all Code provisions.

maximum density of 38 detached single-family homes. Absent participation by all Northside Neighborhood Property Owners, DEVELOPER and DEER VALLEY may apply for a Small Scale MPD for a maximum of 30 single-family homes on the portion of the Northside Neighborhood owned by DEVELOPER and DEER VALLEY.⁹ In all circumstances, DEVELOPER and DEER VALLEY shall limit development in the Northside Neighborhood as follows:

- 2.4.1.1. **Meadow Restriction.** Homes shall not be in the meadow area generally designated on Exhibit A and further defined in the Small Scale MPD process.
- 2.4.1.2. **Ski Run Separation.** Limits of disturbance for each site shall be a minimum of 50 feet from any ski run.
- 2.4.1.3. **Viewpoint Restrictions.** Structures and roads must be configured to minimize road and utility impacts and to minimize wintertime visual impacts¹⁰ from ski runs and designated viewpoints, including but not limited to the knoll behind the terminus of what is presently known as the Northside chairlift.
- 2.4.1.4. **Public Trails.** Consistent with the Trails Master Plan, DEVELOPER, DEER VALLEY, and Northside Neighborhood Property Owners shall dedicate to the City improved public trails and trail easements that connect to the surrounding trail system. Where trails pass through the Deer Valley Ski Area, DEER VALLEY shall be responsible for trail maintenance and for enforcing reasonable rules and regulations. Such rules

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⁹ If Park City Star, Bransford or Mayflower do not reach an agreement with DEVELOPER and DEER VALLEY with respect to the joint development of the detached single family homes within the Northside Neighborhood, then DEVELOPER and DEER VALLEY shall grant to the City the right to connect to the utility lines and to grant limited access to roads within the Northside Neighborhood without cost to serve the remaining property owners.

¹⁰ As well as summertime visual impacts.

may not exclude free public access to the public trail systems identified on the Trails Master Plan.

2.4.1.5. **Enchanted Forest.** No development shall occur in the "Enchanted Forest" area generally designated on Exhibit A and further defined in the Small Scale MPD process.

2.4.1.6. **Deed Restricted Open Space.** Within 30 days of issuance of a Small Scale MPD, DEVELOPER shall record perpetual covenants and restrictions with respect to all designated open space associated with the Small Scale MPD and which shall prevent the construction thereon of residential, commercial and retail structures but shall allow ski-related uses.

2.4.2. **Northside Neighborhood Conservation Plan.** DEVELOPER and DEER VALLEY agree to refrain from transferring, improving or developing the Northside Neighborhood for 3 years, from the date of this Agreement to facilitate the potential of (a) the fee simple sale of the Northside Neighborhood, or (b) the sale and transfer of the development rights from the Northside Neighborhood. In either case, the sale would be completed within said time period and would be to a conservation buyer or buyers at fair market value at the date of purchase. Fair market value in this context shall reflect the entitlement for single family detached units set forth in the Large Scale Master Plan and this Agreement or, if the Small Scale Master Plan has been issued, as reflected in the Small Scale Master Plan for the Northside Neighborhood. The three-year period noted above shall not limit the Planning Commission's authority in connection with approval of the phasing plans required in sections 2.1.10 and 2.1.11.

2.5. **Ski-Related Development.** Subject to conditional use review, DEER VALLEY may construct a skier day lodge of a maximum of 35,000 square feet, in the approximate location depicted on Exhibit A. The day lodge

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shall have no public road access and no day skier parking, must have adequate emergency vehicle access, and shall have only limited parking to meet service and administrative requirements. DEER VALLEY shall provide deed-restricted employee/affordable housing units as defined by the City's affordable housing policy in an amount equal to 20% of the commercial Unit Equivalents approved by the City for the day lodge prior to issuance of a Certificate of Occupancy for the day lodge.

2.5.1 Conditional Use (Administrative). Ski terrain and ski-related development is an administrative conditional use within the Project, consistent with the Deer Valley Ski Area Master Plan depicted in Exhibit F attached hereto, provided that only two graded runs shall be allowed in ski Pod Z, with thinning and other limited vegetation removal in the balance of Pod Z for skier safety and glade skiing. Review of ski terrain and ski-related development shall include, but shall not be limited to consideration of the following:

- 2.5.1.1 Openings for ski trails and lifts with straight edges and uniform widths will be minimized to the greatest extent possible.
- 2.5.1.2 Trails that are designed for base area return or circulation between fall line areas shall be designed for appropriate grades and widths consistent with minimizing visual impact.
- 2.5.1.3 Lift towers shall be painted or otherwise treated to blend with the natural surroundings.
- 2.5.1.4 Vegetation management, re-vegetation and erosion control techniques shall be designed in accordance with the "Deer Valley Resort Company Ski Run Construction and Revegetation Standards" attached hereto as Exhibit G. The objective shall be to achieve a vegetative condition that enhances the skier experience and long

term forest health. Re-vegetation shall be designed to control erosion and to restore ground cover as quickly as possible after ground disturbing activities.

2.6 Beano's Style Private Club. DEVELOPER may construct a private restaurant (Beano's Cabin at Beaver Creek-style¹¹), at a location to be determined at the Small Scale MPD phase, with emergency access only, and no private vehicular access or parking. The size of the private restaurant shall be determined at Small Scale MPD review and shall not exceed 7000 square feet.

2.7 Silver Mine Adventure. DEVELOPER may continue to operate the Silver Mine Adventure on the Ontario Mine Site as a valid, non-conforming use. Any change or expansion of use shall be processed in accordance with the LMC in effect at the time of the DEVELOPER's submission of a complete application for the proposed expansion.

2.8 Access and Alignment of S.R. 224. DEVELOPER shall access Flagstaff Mountain by means of S.R. 224, and a private road system. DEVELOPER shall realign a portion of S.R. 224 in the approximate location set forth on Exhibit H attached hereto, and shall construct a private road system for Flagstaff Mountain in the approximate location depicted on Exhibit H. The Parties agree to the following access and alignment of the road systems within Flagstaff Mountain:

2.8.1 Alignment. Upon Planning Commission approval of the first Small Scale MPD for Flagstaff Mountain, DEVELOPER shall petition to vacate the existing S.R. 224 alignment and, if granted, shall realign and dedicate the relocated S.R. 224 right of way to a standard similar to the existing S.R. 224 (with an asphalt surface for dust control). Such alignment shall be as generally depicted on Exhibit H. DEVELOPER shall block and prohibit vehicular access over the discontinued historic alignment of S.R. 224.

¹¹ Beano's is a 7000 square foot private restaurant. This reference to a Beano's-style restaurant is not intended to predetermine the Planning Commission's decision regarding the maximum allowable size of such a restaurant.

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Access over the realigned S.R. 224 shall remain seasonal (warm weather only). Upon completion of construction thereof, to the reasonable satisfaction of the City Engineer, the City shall accept the dedication of public roads under its jurisdiction identified on Exhibit H, or as determined by the Council, upon recommendation of the Planning Commission through the Small Scale MPD and subdivision processes.

2.8.2 **Private Road.** Upon Small Scale MPD approval, and only to the extent of the Small Scale MPD approval, DEVELOPER shall construct a private road system within Flagstaff Mountain, as depicted in Exhibit H, over which DEVELOPER shall maintain all-season access throughout the year.

2.8.3 **Seasonal, Controlled Automobile Access.** DEVELOPER shall support and shall not undermine seasonal closure of realigned S.R. 224 and shall control motorized vehicular access from S.R. 224 to the private road system to prevent vehicular through traffic.

2.8.4 **Emergency Deer Valley Access.** The Project's seasonal emergency secondary access is through the Deer Valley Ski Area generally as depicted on Exhibit I and crash-gated in the approximate locations shown on Exhibit I. DEER VALLEY shall provide the City and the Park City Fire Service District with keys and/or combinations to the gates. The emergency access is necessary as a controlled evacuation route and as an emergency access for fire and safety personnel and equipment only. The secondary access route is an important ski run to the Deer Valley Ski Area that, in all but the most exceptional circumstances, will be used by skiers and over-the-snow vehicles. The Park City Fire Marshall may cause the access to be plowed and placed into winter service for emergency and evacuation purposes in that

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exceptional emergency situation when normal road access to Flagstaff Mountain is interrupted for an extended period.¹²

2.8.5 Controlled Snowmobile Access. Winter snowmobile access to Brighton Estates and to Bonanza Flats is presently available over portions of S.R. 224. DEVELOPER and DEER VALLEY shall allow seasonal snowmobile access to property owners and renters in Brighton Estates over those portions of S.R. 224 within the Project that are presently used or alternatively over similar portions of S.R. 224 as may be relocated. DEVELOPER and DEER VALLEY shall otherwise prevent wintertime motorized vehicular access to the extent such action is consistent with the policy of the public entity that owns S.R. 224. The current recreational snowmobile concession in Flagstaff Mountain shall be eliminated with the relocation of S.R. 224.

2.8.6 DEVELOPER's Consent to Transfer. DEVELOPER consents to cooperate with the City in any state transfer of any portion of S.R. 224.

2.9 Flagstaff Mountain Mitigation/Amenities. At the City's request, the DEVELOPER shall deliver the following mitigation and amenities as an inducement to execute this Development Agreement:

2.9.1 Trails. DEVELOPER shall construct, maintain and commit to free public use, an improved public trail system as set forth in an approved Trails Master Plan. The construction of the trails shall be phased with the progress of the development of the Project. Existing trails shall remain open to the public until provisional or final trails have been constructed. Final trail locations may vary due to field conditions and season. Relocation of any trails shall be identified in the Trails Master Plan. Where the trails pass through the Deer Valley Ski Area, or are located on non-development lands owned or controlled by Deer Valley, Deer

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¹² The Park City Fire Marshall may not cause the access to be plowed simply for public convenience.

Valley shall be responsible for trail maintenance and for enforcing reasonable rules and regulations for trail use, including reasonable rules and regulations intended to prevent or minimize conflict between potential trail uses. Pedestrian and bicycle uses of the trail system shall not be prohibited or restricted without being so identified in the Trails Master Plan.

2.9.2 **Gondola.** If approved by the City, DEVELOPER shall construct a gondola from a location in or near Old Town to a terminus in the Mountain Village. DEVELOPER shall submit to the City a complete written description comparing the development scenarios for Flagstaff Mountain with the construction of a gondola and without the construction of a gondola. The City agrees to work expeditiously through the public process with respect to making a final decision regarding the construction of a gondola as set forth in this Section.

2.9.3 **No Gondola Alternative.** If the City determines that the construction of a gondola is not feasible or in the public interest, then: a) DEVELOPER shall contribute \$1,000,000 in cash to the City to be used specifically for other traffic mitigation projects in the City related to the Project, and b) pursuant to an approved Specific Transit Plan or a Parking Management Plan, and in addition to all other commitments herein, DEVELOPER shall expend an additional \$1,000,000 (\$2,000,000 total) for traffic mitigation beneficial to the Project. If DEVELOPER is required to expend \$1,000,000 for traffic mitigation directly related to the Project, then such traffic mitigation expenses and the timing thereof shall be set forth in the Specific Transit Plan.

2.9.4 **Historic Preservation.** The Historic Preservation Plan, at a minimum, shall contain an inventory of historically significant structures located within the Project and shall set forth a preservation and restoration plan, including a commitment to

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dedicating preservation easements to the City, with respect to any such historically significant structures. The head frame at the Daly West site is historically significant.

2.9.5 Enhanced Environmental Protection. DEVELOPER shall limit the construction or installation of wood-burning devices to one wood-burning device in each of the 54 single-family homes in the Project. DEVELOPER shall not request approval from the City for wood-burning devices in any other attached, or detached, residential uses. Within each lodge, or hotel constructed within the Project, DEVELOPER shall have the right to construct one wood-burning device in each such lodge or hotel.

2.9.6 Lady Morgan Springs Open Space (Passive Use). The Lady Morgan Springs Area¹³, shall be restricted, by conservation easements acceptable to the City, and signs and monitoring, if necessary, to limit use of the area to skiing (without cutting runs, glading, or thinning trees) and daytime recreational hiking. Neither construction activity nor motorized vehicular use of any kind shall be allowed in the Lady Morgan Springs Area, except as allowed, with City staff approval, for forestry and wetlands management.

2.9.7 Open Space (Active). All land outside of the development areas (ski terrain and open space designated on Exhibit A) will be zoned as Recreation Open Space (ROS-MPD). Upon issuance of the first Small Scale MPD for any portion of the Project, DEVELOPER and DEER VALLEY shall execute a conservation easement, for the benefit of the City and a third party conservation trust (or similar entity), to limit their use of the Flagstaff Mountain ski terrain to construction, development and operation of ski and mountain bike lifts, ski and mountain bike

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¹³ Described and depicted on Exhibit J, and as further defined in the Small Scale MPD process.

runs, one skier day lodge, and other similar winter and summer recreational uses and services. Such conservation easements shall prohibit any hotel, lodging, residential or commercial construction or use on ROS-zoned land in Flagstaff Mountain. Such conservation easement shall be to the reasonable satisfaction of the City and shall be first in priority in title.

2.9.8 **Open Space (Prospect Ridge).** Within 30 days of issuance of a Small Scale MPD, DEVELOPER shall grant to the City a conservation easement, with free public trail access, without encumbrances, over acreage located on Prospect Ridge, contiguous with City-owned open space. The conservation easement area on Prospect Ridge is identified on Exhibit K attached hereto. Such conservation easement shall be to the reasonable satisfaction of the City and shall be first in priority in title.

2.9.9 **Open Space (Iron Mountain).** Upon the issuance of any Small Scale MPD, for any portion of the Project, DEVELOPER shall deed restrict or transfer to Park City, the Iron Mountain Parcels with City-approved encumbrances. In connection with such dedication, DEVELOPER shall reserve to DEVELOPER the right to lease to third parties the Iron Mountain Parcels for ski and other environmentally sensitive recreational uses. Such reservation shall not include the right to cut runs, glade, or thin trees, or construct or install ski lifts or developed alpine ski runs. DEVELOPER shall also reserve the right to retain all rent, proceeds and other consideration resulting from or generated by DEVELOPER leasing the Iron Mountain Parcels to third parties for ski and recreation-related uses. DEVELOPER shall indemnify, defend and hold the City harmless from any claim arising from DEVELOPER's or a third party lessee's use of the Iron Mountain Parcels. Nothing herein should be construed to

limit or waive governmental immunity with respect to claims made against the City.

2.9.10 Neighborhood-Specific Design Guidelines. DEVELOPER shall incorporate a Master Resort Association for Flagstaff Mountain and a Project-specific Property Owners' Association for the Mountain Village and Northside Neighborhood areas to cooperatively manage certain aspects of the Project. The Design Guidelines for both the Project and Bonanza Flats must emphasize a strong, common architectural theme, and shall be enforceable by one or more of the above-mentioned Associations.

2.9.11 Public Safety. A comprehensive emergency response plan will be required. The proposal includes a public safety site, at a minimum. The final public safety and emergency access plan must be determined prior to any permit issuance and only after coordination with the affected entities, such as the Park City Fire Service District.

2.9.12 Sandridge Parking Lots. Prior to the issuance of a Small Scale MPD for any portion of Flagstaff Mountain, DEVELOPER shall irrevocably offer to dedicate to the City a conversation easement, or deed, satisfactory to the City to preserve the Sandridge Parking Lots, described in Exhibit L as a public parking facility. Such interest shall be offered with no outstanding monetary encumbrances.

2.9.13 Sandridge Heights Property. Developer further agrees to limit its use of its Sandridge Heights property, described in Exhibit L, to either affordable housing or open space.

2.10 FLAGSTAFF MOUNTAIN MITIGATION MEASURES:

2.10.1 Water System. DEVELOPER shall build and dedicate to the Park City Water Service District an adequate water delivery

system within Flagstaff Mountain to serve the Project, including all fire flow and irrigation needs.

2.10.1.1 Withdrawal of Water Protests. DEVELOPER shall immediately withdraw its protests to the City's pending water change application(s) before the State Engineer and agrees not to protest future City applications before the State Engineer.

2.10.1.2 Water Source. DEVELOPER shall design and construct a water source and delivery system to transport water from the water source to Flagstaff Mountain and to dedicate that system to the City. DEVELOPER and the City anticipate that such delivery system will include the development of a well of sufficient capacity to serve the Project.

2.10.1.3 Group II Rights. The City and DEVELOPER agree to file a joint application with the State Engineer to convert to municipal use within the boundaries of the Park City Water Service District all "Group II" water rights owned by both parties. The joint application will list all mutual points of diversion, all of the City's municipal sources, and all of DEVELOPER's sources including the proposed Ontario and Empire Canyon Wells. DEVELOPER and the City shall divide the Group II rights approved for municipal use evenly, with DEVELOPER and the City each taking ownership of one-half of the total approved rights. DEVELOPER agrees to sell exclusively to the City its portion of the approved Group II water rights and DEVELOPER's interest in its Theriot Springs and Haueter Springs water rights (Weber Decree Award #456, #467 and #468)

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collectively referred to herein as the "Committed Water".

2.10.1.4 Committed Water. Once approved for municipal use, all Committed Water shall be leased to the City at a nominal cost and will therefore be unavailable for sale to others. DEVELOPER shall dedicate the Committed Water to the City, and the City shall pay to DEVELOPER from time to time an amount equal to the water development impact fees actually collected by the Park City Water Service District from the development of Flagstaff Mountain. Each such payment from the City to DEVELOPER shall be paid within 30 days following the receipt by the Park City Water Service District of each such water development impact fee.

2.10.1.5 Excess Water Rights. If after ten (10) years or 90% buildout of Flagstaff Mountain and Bonanza Flats, whichever last occurs, DEVELOPER retains water rights in excess of the water demand for both projects, the City may purchase the excess water rights from DEVELOPER at fair market value based on an appraisal from a mutually agreed upon appraiser or the City may relinquish its interest in the excess water rights. The City shall elect to either purchase (some or all of the excess water rights) or relinquish its interest in the excess water rights within 180 days of written notice of the expiration of 10 years or 90% buildout of both projects, whichever last occurs. If the City takes no action within the 180 days, City will be deemed to have relinquished its interest in the excess water rights.

2.10.1.6 Impact Fees and Water Rates. The City will charge water development and connection impact fees

and water rates within the Project in an amount equal to the water development and connection impact fees and water rates charged to other water users within the Park City Water Service District, unless extraordinary costs can be identified by the City and fairly assigned to the water users within the Project.

2.10.2 Transportation and Traffic Mitigation. DEVELOPER has agreed to provide the following transportation and traffic mitigation measures.¹⁴ Prior to the issuance of a Certificate of Occupancy within the Mountain Village,¹⁵ the DEVELOPER shall provide the following to reduce the traffic anticipated by the Project:

2.10.2.1 **Van and Shuttle Service.** DEVELOPER shall provide for its owners, employees and guests, van and shuttle service alternatives consisting of regular circulator service within the Mountain Village and service from the Mountain Village to key destinations such as the Salt Lake International Airport, Main Street, Silver Lake, golf courses, and recreational trail heads.

2.10.2.2 **Road and Intersection Improvements.** Attached hereto as Exhibit M is a map and a more detailed list of improvements, which shall be constructed by DEVELOPER in satisfaction of this obligation. Prior to the construction of any of the improvements described below, the City shall review and approve or reject with suggested changes all plans, drawings and specifications with respect to the alignment and construction of such road and intersection

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¹⁴ However, within the Small Scale MPD process, the City may conclude that these transportation and traffic measures should be reduced, and will modify DEVELOPER's obligations accordingly.

¹⁵ Except for DEER VALLEY's day lodge pursuant to paragraph 2.5 herein.

improvements. Following DEVELOPER's completion of the construction of such improvements, DEVELOPER shall offer to dedicate such improvements to the appropriate governmental entity.

2.10.2.3 Contribution to Marsac Roundabout.

DEVELOPER shall financially participate in the reconstruction of the intersection of Marsac Avenue and Deer Valley Drive. DEVELOPER is responsible for paying its proportionate share (determined by projected traffic generation) of the City's cost of such reconstruction to mitigate the impact of the Flagstaff Mountain and Bonanza Flats projects on the intersection.

2.10.2.4 Runaway Truck Lane. DEVELOPER, or an affiliate of DEVELOPER, shall construct a runaway truck lane on the Mine Road section of S.R. 224, as described on Exhibit N attached hereto. DEVELOPER expects to dedicate the Runaway Truck Lane to UDOT.

2.10.2.5 Mine Road Widening. Upon Planning Commission recommendation, DEVELOPER shall widen the Mine Road section of S.R. 224 as described on Exhibit M attached hereto.

2.10.2.6 Mine Road Passing Lane. Upon Planning Commission recommendation, DEVELOPER shall create and dedicate a passing lane on the Mine Road section of S.R. 224 as described on Exhibit M attached hereto.

2.10.2.7 Drainage Improvements. DEVELOPER shall improve drainage to S.R. 224 as described on

Exhibit M attached hereto.

2.10.2.8 **Landscaping.** Upon Planning Commission approval, DEVELOPER may construct and create, at DEVELOPER'S sole cost and expense, landscape improvements in the area depicted on Exhibit M, uphill from the intersection of S.R. 224 with Hillside to act as a Project entry statement.

2.10.3 **Construction Mitigation.** DEVELOPER shall provide the following measures, all to the reasonable satisfaction of the City's Chief Building Official, to mitigate the impact of construction within Flagstaff Mountain. DEVELOPER shall also adhere to the usual construction impact mitigation measures required by the City. Additional reasonable site-specific mitigation measures may be required at the Small Scale MPD phase. These measures will be permanently reflected in Covenants, Conditions and Restrictions of each development parcel. The Detailed Construction Phasing Plan to be submitted by DEVELOPER to the City shall include, without limitation, provisions pertaining to:

- 2.10.3.1 Limits of Disturbance and Vegetation Protection for all construction, including construction of public improvements.
- 2.10.3.2 Construction staging, on-site batch plants, and materials stockpiling¹⁶ and recycling in the Daly West area to keep all excavated materials on site during the Project infrastructure and construction phases.
- 2.10.3.3 Construction traffic routing plan to minimize traffic impacts on Old Town and residential areas, by only allowing construction traffic to use current state roads, unless otherwise directed by the City.
- 2.10.3.4 Dust and soils monitoring and containment, along with

¹⁶ Developer shall stockpile all earthen material on site.

remediation of contaminated mining waste within the areas that are disturbed during the construction of the improvements within the Project and erosion and runoff controls for the entire Project

2.10.3.5 Temporary public access trails throughout construction.

2.10.3.6 Tools and equipment storage on-site adequate to serve all construction.

2.10.4 **Employee/Affordable Housing.** DEVELOPER shall provide deed-restricted employee/affordable housing units as defined by the City's affordable housing policy in an amount equal to 10% of the residential and 20% of the commercial Unit Equivalents approved by the City for the Project. A minimum of 25% of the affordable housing obligation shall be located on-site within the Project, unless otherwise directed by the Housing Authority. DEVELOPER and the City shall consult with Mountainlands Housing Trust, or its equivalent (if any), to determine the type and location of employee/affordable housing which would be most effective in offsetting the demand generated from the Project. DEVELOPER shall provide the remaining 75% of the units as directed by the Housing Authority. The employee/affordable housing will be phased with the Project. Upon Planning Commission recommendation, the Housing Authority may direct DEVELOPER to:

2.10.4.1 Develop, subject to deed restrictions some of the remaining units on the 20-Acre Quinn's Junction Parcel; or

2.10.4.2 Donate in a form satisfactory to the City, without restrictions or encumbrances, the 20-Acre Quinn's Junction Parcel to the City in lieu of some or all of the remaining portion of DEVELOPER's affordable housing obligation; or

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2.10.4.3 Build the units on an alternate parcel provided to DEVELOPER by the City. DEVELOPER must donate the 20-Acre Quinn's Junction Parcel to the City if the City offers to donate otherwise suitable land to DEVELOPER. If the City and DEVELOPER exchange parcels with respect to the new employee/affordable housing units, then DEVELOPER shall construct on such alternate parcel such number of new employee/affordable housing units, up to the required number of units, for which DEVELOPER is able to obtain approval. In no event shall the cost incurred by DEVELOPER to construct the new employee/affordable housing units on an alternate parcel provided by the City exceed the cost which DEVELOPER would have incurred to construct such new employee/affordable housing units on the 20-Acre Quinn's Junction Parcel; or

2.10.4.4 If mutually acceptable to DEVELOPER and the City, pay to the City a fee in lieu of constructing employee/affordable housing, consistent with the City's affordable housing policy, if such payment in lieu of constructing employee/affordable housing results in the construction or dedication of actual units for affordable /employee housing; or

2.10.4.5 Satisfy its obligation in a manner otherwise consistent with the City's affordable housing policy.

2.10.5 5-Year Irrevocable Offer to Annex the 20-Acre Quinn's Junction Parcel. For the next five years, DEVELOPER hereby irrevocably offers to annex the 20-Acre Quinn's Junction Parcel to the City.

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SECTION III. ADDITIONAL PUBLIC BENEFITS

In addition to the foregoing, DEVELOPER offers the following inducements to contract:

3.1 **Richardson Flats.** DEVELOPER unconditionally offers to annex Richardson Flats to the City and, regardless of the annexation of Richardson Flats, to restrict development of Richardson Flats to one of the following options to be selected by DEVELOPER, at DEVELOPER'S sole discretion:

Option 1. Under Option one DEVELOPER must limit the use of Richardson Flats to golf (with the requisite clubhouse, maintenance buildings and other related improvements), equestrian uses (including the construction of an arena or indoor equestrian center), and/or such other public recreational opportunities or special events as the City may deem proper. In the event DEVELOPER is able to obtain necessary approvals from EPA and/or DEQ, then DEVELOPER must construct on Richardson Flats a golf course, clubhouse, and driving range with adequate¹⁷ provisions for defined public access.

Option 2. Under Option two, DEVELOPER must limit the use of Richardson Flats to an 18-hole golf course (with the requisite clubhouse, maintenance buildings and other related improvements)¹⁸ and would make available to the City a site for a second 18-hole golf course. The site to be donated to the City would not include land in need of environmental remediation. If a second golf course is constructed under Option two, then the City and DEVELOPER shall work cooperatively to develop shared facilities such as a driving range and golf maintenance shops.

Option 3. If, after diligent efforts, DEVELOPER cannot receive EPA or DEQ approval of the aforementioned recreational

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¹⁷ The course must be operated to maximize play.

¹⁸ Under Option 2 DEVELOPER may in the City's sole discretion be afforded the right to use Richardson Flats for such other public recreational opportunities or special events as the City may deem proper.

improvements, DEVELOPER will perpetually deed restrict Richardson Flats to prevent further development.¹⁹

- 3.2 **Open Space/Transit Management Fund.** DEVELOPER shall pay on each transfer of DEVELOPER's land, and shall separately covenant with all successors in interest in a manner which runs with the land, to assess a 1% Open Space/Transit Management Fee on the gross sales price of all real property within the Project. 50% of the Open Space/Transit Management Fee shall belong to the Flagstaff Mountain Master Resort Association to reduce Master Resort Association dues associated with obligations assumed herein or to enhance the Master Resort Association's service to its members. 50% of the Open Space/Transit Management Fee shall be paid to the City to assist in funding the costs and expenses for enhanced transportation to the Project, recreation improvements and/or open space acquisition, maintenance or preservation. This Open Space/Transit Management Fee shall not apply to the transfer of real property within the Project either solely as security for financing (e.g. mortgage) or for nominal consideration solely to initially capitalize the development entity. DEVELOPER acknowledges that the Project requires an open space management fee to mitigate the adverse effects of the Project. As such, DEVELOPER covenants that it will pay this fee as a contractual obligation, and not as a regulated entity. DEVELOPER shall vigorously defend the imposition of such fees. DEVELOPER shall not take any action (contractually, judicially, or legislatively) to challenge or otherwise adversely affect the enforceability of the Open Space/Transit Management Fee as a valid and enforceable real covenant.

SECTION IV. IMPACT FEES/PLAN CHECK FEES

- 4.1 **Conditions of Approval and Impact Fees.** With respect to the development of Flagstaff Mountain, DEVELOPER accepts and agrees to comply with the impact, connection and building fees of the City currently

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¹⁹ The timing of Richardson Flats development shall be addressed in the Construction Phasing and General Infrastructure Phasing Plans required in Sections 2.1.10 and 2.1.11 with development commencing as early as possible.

in effect, or as amended, to the extent the amended fees are applied uniformly within an impact fee district. DEVELOPER acknowledges that the Project requires infrastructure supported by impact fees and finds the fees currently imposed to be a reasonable monetary expression of exactions that would otherwise be required at this time. As such, DEVELOPER covenants that it will pay impact fees as a contractual obligation, and not exclusively as a regulated entity. If the state legislature disallows the imposition of a regulatory impact fee, DEVELOPER will pay those impact fees in effect at the time of such change in state law throughout the remaining buildout of the Project. Further DEVELOPER agrees to pay plan check fees in the amount of 65% of the building permit fee.

SECTION V. BONANZA FLATS DEVELOPMENT PARAMETERS

5.1 **Restrictions on Bonanza Flats Development.** DEVELOPER covenants that it will never apply, nor assist in any application, to the City or to Wasatch County for the development of Bonanza Flats in excess of the following maximum densities. Further, DEVELOPER shall amend its development application with Wasatch County, and shall restrict development in Bonanza Flats to the following maximum densities:

- 5.1.1 A maximum of 260 residential units (280 Unit Equivalents), of which no more than 160 units shall be Bonanza Flats single family home sites.
- 5.1.2 An 18-hole golf course, including the construction of no larger than a 20,000 sq. ft club house and other golf-related facilities, with Nordic skiing thereon during the winter, all as generally depicted on Exhibit O.
- 5.1.3 75,000 square feet of resort-related commercial uses.
- 5.1.4 Alpine and Nordic ski terrain, ski runs, ski lifts and other ski-related improvements, all as depicted on Exhibit O.

5.2 **Wasatch County Approval of Bonanza Flats Development Proposal.** DEVELOPER has a pending application in Wasatch County, with respect

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to Bonanza Flats, requesting density far in excess of that which the City regards as appropriate. As an inducement for the City to enter into this Agreement, DEVELOPER agrees to amend its development application with Wasatch County in order to reflect the terms and conditions of this Agreement regarding the development of Bonanza Flats. City's contractual restrictions on Bonanza Flats development are in no respect an endorsement of development on Bonanza Flats. DEVELOPER agrees that the portions of Bonanza Flats, as described on Exhibit C attached hereto, which are not to be developed shall be subjected to restrictive covenants or conservation easements, dedicated to a third party conservation trust (or similar entity), in a form acceptable to the City, so that the real property which is not to be developed shall be limited in perpetuity to recreational and open-space uses. DEVELOPER and the City acknowledge that the annexation of Bonanza Flats to the City is not being considered at this time by either the City or by DEVELOPER.

- 5.3 **Snyderville Basin Sewer Improvement District Annexation.** Snyderville Basin Sewer Improvement District ("SBSID") must agree to annex Bonanza Flats and agree to provide sewer service within Bonanza Flats if Park City is to provide water service to the area. SBSID capacity shall be restricted in size to accommodate no more than the restricted densities agreed to herein. If Wasatch County approves the use of Park City water for culinary use in Bonanza Flats, then DEVELOPER must apply for and pursue annexation to SBSID.
- 5.4 **Annexation.** If Wasatch County recommends that DEVELOPER seek annexation to the City of Bonanza Flats, then DEVELOPER shall request that the City annex Bonanza Flats. In the event that DEVELOPER requests that the City annex Bonanza Flats, the City anticipates the execution of an interlocal agreement with Wasatch County to address fiscal issues in connection with the City's annexation of Bonanza Flats.
- 5.5 **Request for Transfer of Bonanza Flats Density to Flagstaff Mountain.** DEVELOPER may seek approval from the City of additional density

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within Flagstaff Mountain in exchange for DEVELOPER transferring approved density from Bonanza Flats and deed restricting such land as open space. City's contractual restrictions on development in Bonanza Flats in no way shall be construed as an endorsement of such densities either in Bonanza Flats nor transferred to the Mountain Village. Upon DEVELOPER's request, the City would consider such transfer. If favorably inclined to entertain such density transfer, the City would attempt in good faith to negotiate an interlocal agreement with Wasatch County to address fiscal issues associated with such action. In connection with any such request by DEVELOPER, the City may give higher priority to the transfer of multifamily or lodging units and may consider many factors, including but not limited to the following:

- 5.5.1 The location and quality of open space within the Bonanza Flats property that would occur as a result of the transfer;
 - 5.5.2 The suitability of increased density in the Mountain Village;
 - 5.5.3 The potential reduction of traffic;
 - 5.5.4 The potential positive impacts on the transportation system;
 - 5.5.5 The visual and other impacts to the Mountain Village; and
 - 5.5.6 The positive and negative impacts to the Bonanza Flats Property.
- 5.6 **Private Road.** Consistent with an approved phasing plan for Flagstaff Mountain, DEVELOPER may construct a private controlled access road between the Flagstaff Mountain and the Bonanza Flats development areas, provided that such private road is properly controlled to prevent through access to adjacent properties and deed restricted to prevent its extension beyond the terminus depicted in Exhibit C.
- 5.7 **Water Service.** DEVELOPER and the City acknowledge and agree that water service and sewer service to Bonanza Flats should be provided from the same basin in order to avoid any trans-basin transfer issues. Inasmuch as the City shall be providing water service to the Project, the City and DEVELOPER desire that the City provide water service to Bonanza Flats as well. If Wasatch County: 1) approves DEVELOPER's amended

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proposal for the limited development of Bonanza Flats detailed herein, and
2) approves DEVELOPER's proposal that the City provide water service to Bonanza Flats, then, subject to a City-approved infrastructure phasing plan, DEVELOPER shall build and dedicate to the Park City Water Service District an adequate water delivery system, to service Bonanza Flats, including all fire flow and irrigation needs. DEVELOPER shall work cooperatively with the City to develop a water source or sources, including, but not limited to, making well sites, water rights and easements available to the City. The City shall provide culinary water to Bonanza Flats according to the terms of this Agreement. DEVELOPER will construct all infrastructure, including a source of water necessary to provide water service to Bonanza Flats. City water development and connection fees, as well as water rates, shall be the same as those imposed in the Project, unless the City can identify and fairly assign extraordinary costs to end users within Bonanza Flats. No water from a Weber Drainage Basin source shall be used for outdoor uses in Bonanza Flats.

5.8 **No Annexation Alternative.** If Bonanza Flats is not annexed into the City, and if the requirements described in Sections 5.3, 5.6 and 5.7 are satisfied, then DEVELOPER shall not build within Bonanza Flats more than the units described in Section 5.1 above.

5.9 **Conditions of Development of Bonanza Flats.** Regardless of the annexation of Bonanza Flats to the City, DEVELOPER agrees to the following:

5.9.1 The residential and commercial units constructed within Bonanza Flats shall not be located adjacent to the lakes within the Bonanza Flats property.

5.9.2 If Bonanza Flats is developed, but is not annexed DEVELOPER agrees to provide employee/affordable housing units consistent with its obligations in the Flagstaff Mountain annexation.

5.9.3 Within Bonanza Flats, DEVELOPER shall limit the construction of wood-burning devices to one wood-burning device per single

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family unit. DEVELOPER shall not request approval from Wasatch County or from the City for wood-burning devices in any other attached, or detached, residential uses. Within each lodge, or hotel constructed within Bonanza Flats, DEVELOPER may construct one wood-burning device in each such lodge or hotel.

5.9.4 DEVELOPER shall pursue an interlocal agreement with Wasatch County whereby the Park City Fire Protection District will provide fire protection services within Bonanza Flats.

5.9.5 Upon reallignment of S.R. 224, DEVELOPER shall prohibit commercial snowmobile use within Bonanza Flats.

SECTION VI. AMENDMENT OF AGREEMENT AND DEVELOPMENT PLAN

6.1 This Agreement may be amended from time to time by mutual written consent of the Parties.

SECTION VII. IMPLEMENTATION OF THIS AGREEMENT

7.1 **Processing and Approvals.** Site specific plans shall be deemed proposed Small Scale Master Plans and shall be subject to the process and limitations set forth in the Park City Municipal Corporation Land Management Code that is in effect when the DEVELOPER submits a complete application for a Small Scale MPD.

7.2 **Cooperation in the Event of Legal Challenge.** If any third party challenges the validity, or any provision, of this Agreement, (1) the Parties shall cooperate in defending such action or proceeding, and (2) DEVELOPER shall hold harmless, and shall indemnify the City for all costs (including attorneys' fees) associated with defending this Agreement. Nothing herein shall be construed as a waiver of governmental immunity, as applicable.

7.3 **Impossibility of Performance.** If this Agreement is delayed in its effect by actions beyond the control of City or DEVELOPER, this Agreement shall remain in full force and effect during such delay. If such delay in the effect of this Agreement extends for a period of more than one year, this

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Agreement shall be terminable by DEVELOPER or the City upon written notice to the other at any time after such initial one-year period. In the event of termination, all rights and obligations hereunder shall be deemed terminated, provided, however, that the parties shall cooperate to return to the status quo ante.

Section VIII. GENERAL PROVISIONS

- 8.1 **Covenants Running with the Land.** The provisions of this Agreement shall constitute real covenants, contract and property rights and equitable servitudes, which shall run with all of the land subject to this Agreement. The burdens and benefits hereof shall bind and inure to the benefit of each of the Parties hereto and all successors in interest to the Parties hereto. All successors in interest shall succeed only to those benefits and burdens of this Agreement which pertain to the portion of the Project to which the successor holds title. Such titleholder is not a third party beneficiary of the remainder of this Agreement or to zoning classifications and benefits relating to other portions of the Project.
- 8.2 **Transfer of Property.** DEVELOPER and DEER VALLEY shall have the right, without obtaining the City's consent or approval, to assign or transfer all or any portion of its rights, but not its obligations, under this Agreement to any party acquiring an interest or estate in the Project, or any portion thereof. Third party assumption of DEVELOPER's or DEER VALLEY's obligations under this Agreement shall not relieve DEVELOPER or DEER VALLEY of any responsibility or liability with respect to the expressly assumed obligation, unless the City expressly agrees in writing to the reduction or elimination of DEVELOPER's or DEER VALLEY's responsibility or liability. DEVELOPER and DEER VALLEY shall provide notice of any proposed or completed assignment or transfer. If DEVELOPER or DEER VALLEY transfers all or any portion of the property comprising Flagstaff Mountain, Richardson Flats, Sandridge or Bonanza Flats, the transferee shall succeed to all of DEVELOPER's or DEER VALLEY's rights under this Agreement. To

the extent the City believes (in its sole discretion, considering the totality of the DEVELOPER's and/or DEER VALLEY's obligations) that the successor in interest has ample resources to secure the City's rights under this Agreement, the City may release DEVELOPER and/or DEER VALLEY from its proportionate liability under this Agreement.

- 8.3 **No Agency, Joint Venture or Partnership.** It is specifically understood and agreed to by and among the Parties that: (1) the subject development is a private development; (2) City, DEER VALLEY and DEVELOPER hereby renounce the existence of any form of agency relationship, joint venture or partnership among City, DEER VALLEY and DEVELOPER; and (3) nothing contained herein shall be construed as creating any such relationship among City, DEER VALLEY and DEVELOPER.

SECTION IX. MISCELLANEOUS

- 9.1 **Incorporation of Recitals and Introductory Paragraphs.** The Recitals contained in this Agreement, and the introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement as if fully set forth herein.
- 9.2 **Other Miscellaneous Terms.** The singular shall include the plural; the masculine gender shall include the feminine; "shall" is mandatory; "may" is permissive.
- 9.3 **Severability.** If any provision of this Agreement or the application of any provision of this Agreement to a particular situation is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.
- 9.4 **Construction.** This Agreement has been reviewed and revised by legal counsel for DEVELOPER, DEER VALLEY and the City, and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.
- 9.5 **Notices.** Any notice or communication required hereunder between the Parties must be in writing, and may be given either personally or by registered or certified mail, return receipt requested. If given by registered

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or certified mail, the same shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered, a notice is given when delivered to the Party to whom it is addressed. Any Party hereto may at any time, by giving ten (10) days written notice to the other Parties hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at the address set forth below:

If to City to:

City Manager
445 Marsac Ave.
P.O. Box 1480
Park City, UT 84060

Copy to:

City Attorney
445 Marsac Ave.
P.O. Box 1480
Park City, UT 84060

If to DEVELOPER to:

United Park City Mines Company
P.O. Box 1450
Park City, UT 84060

Copy to:

Craig B. Terry
Parsons Behle and Latimer
P.O. Box 45898
Salt Lake City, Utah 84145-0898

If to DEER VALLEY:

Deer Valley Resort Company
Attn: Bob Wheaton, President
2250 Deer Valley Drive South
P.O. Box 889
Park City, Utah 84060

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Copy to:
Wendy A. Faber
General Counsel
Royal Street Corporation
7620 Royal Street East, Suite 205
P.O. Box 3179
Park City, Utah 84060

9.6 **No Third Party Beneficiary.** This Agreement is made and entered into for the sole protection and benefit of the Parties and their assigns. No other party shall have any right of action based upon any provision of this Agreement whether as third party beneficiary or otherwise.

9.7 **Counterparts and Exhibits.** This Agreement is executed in four (4) duplicate counterparts, each of which is deemed to be an original. This Agreement consists of forty-two (42) pages, including notary acknowledgment forms, and in addition, sixteen (16) exhibits, which constitute the entire understanding and agreement of the Parties to this Agreement. The following exhibits are attached to this Agreement and incorporated herein for all purposes:

- Exhibit A Map and Legal description of Flagstaff Mountain
- Exhibit B Map and Legal description of the Iron Mountain
Parcels
- Exhibit C Map of Bonanza Flats
- Exhibit D Map and Legal description of Richardson Flats
- Exhibit E Map and Legal description of 20-Acre Quinn's
Junction Parcel
- Exhibit F Deer Valley Ski Area Master Plan
- Exhibit G Deer Valley Resort Company Ski Run Construction
and Revegetation Standards
- Exhibit H Guardsman Realignment
- Exhibit I Emergency Access
- Exhibit J Lady Morgan Springs Open Space Area
- Exhibit K Approximate Location of Prospect Ridge Open
Space

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Exhibit L Map of Sandridge Parking Lots and Sandridge Heights parcels

Exhibit M Road and Intersection Improvements Detail

Exhibit N Runaway Truck Lane

Exhibit O Bonanza Flats golf course and ski improvements

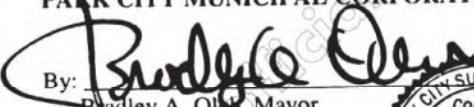
Exhibit P Zoning Map for Flagstaff Mountain

9.8 **Attorneys' Fees.** In the event of a dispute between any of the Parties arising under this Agreement, the prevailing Party shall be awarded its attorneys' fees and costs to enforce the terms of this Agreement.

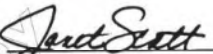
9.9 **Duration.** This Agreement shall continue in force and effect until all obligations hereto have been satisfied. DEVELOPER shall record the approved annexation plat for Flagstaff Mountain within 30 days of the City's adoption of an annexation ordinance to annex Flagstaff Mountain. The Large Scale Master Plan for Flagstaff Mountain granted herein shall continue in force and effect for a minimum of four years from its issuance and shall be effective so long as construction is proceeding in accordance with the approved phasing plan. Upon expiration of the minimum four-year period, approval will lapse after two additional years of Inaction following the expiration of such four-year period, unless extended for up to two years by the Planning Commission.

IN WITNESS WHEREOF, this Agreement has been executed by UPCM and by DEER VALLEY by persons duly authorized to execute the same and by the City of Park City, acting by and through its City Council as of the 24th day of June, 1999.

PARK CITY MUNICIPAL CORPORATION

By: 
Bradley A. Olson, Mayor

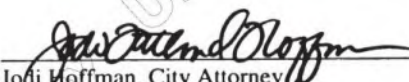
ATTEST: City Clerk

By: 
Janet Scott, City Recorder



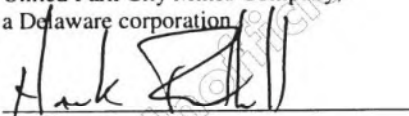
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APPROVED AS TO FORM:


Jodi Hoffman, City Attorney

DEVELOPER:

United Park City Mines Company,
a Delaware corporation

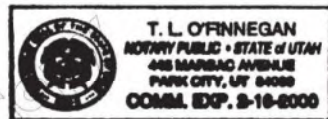

By: Hank Rothwell
Title: President

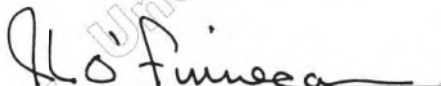
STATE OF UTAH)

: ss

COUNTY OF SUMMIT)

On this 2nd day of July 1999, before me, **Thomas L. O'Finnegan**, the undersigned Notary Public, personally appeared **Hank Rothwell**, personally known to me to be the President of United Park City Mines Co., on behalf of the corporation named herein, and acknowledged to me that the corporation executed it. Witness my hand and official seal.

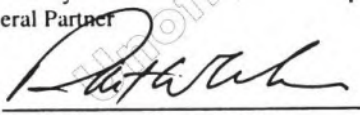



Notary Public, State of Utah
Residing in Park City, Utah

DEER VALLEY RESORT COMPANY,

a Utah limited partnership

By: Royal Street of Utah, a Utah corporation,
General Partner

By: 
Robert Wells, Vice President

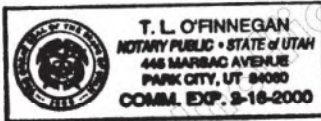
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STATE OF UTAH)

: ss

COUNTY OF SUMMIT)

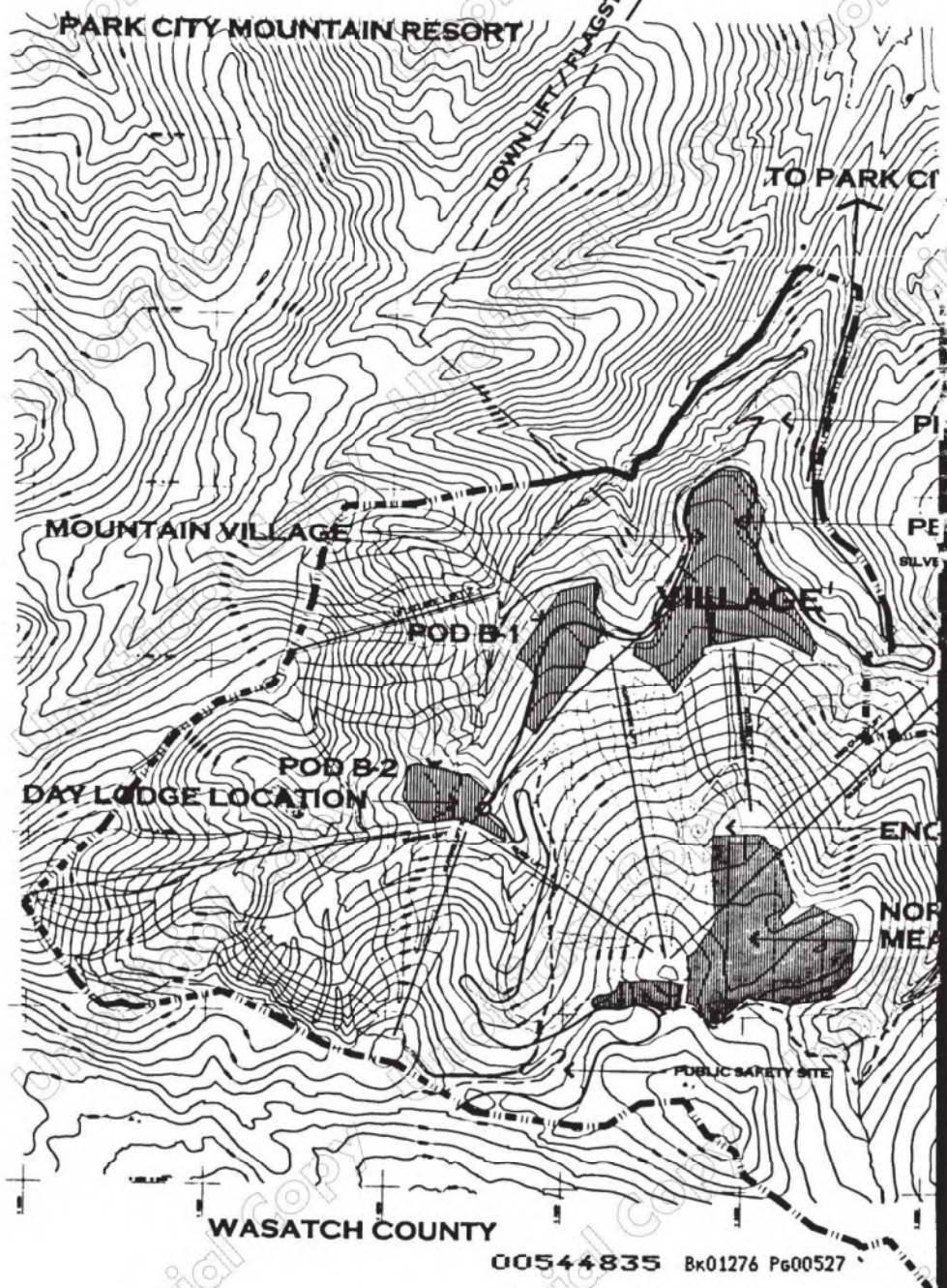
On this 2nd day of July 1999, before me, **Thomas L. O'Finnegan**, the undersigned Notary Public, personally appeared **Robert Wells**, personally known to me to be the Vice President of Royal Street of Utah, on behalf of the corporation named herein, and acknowledged to me that the corporation executed it. Witness my hand and official seal.

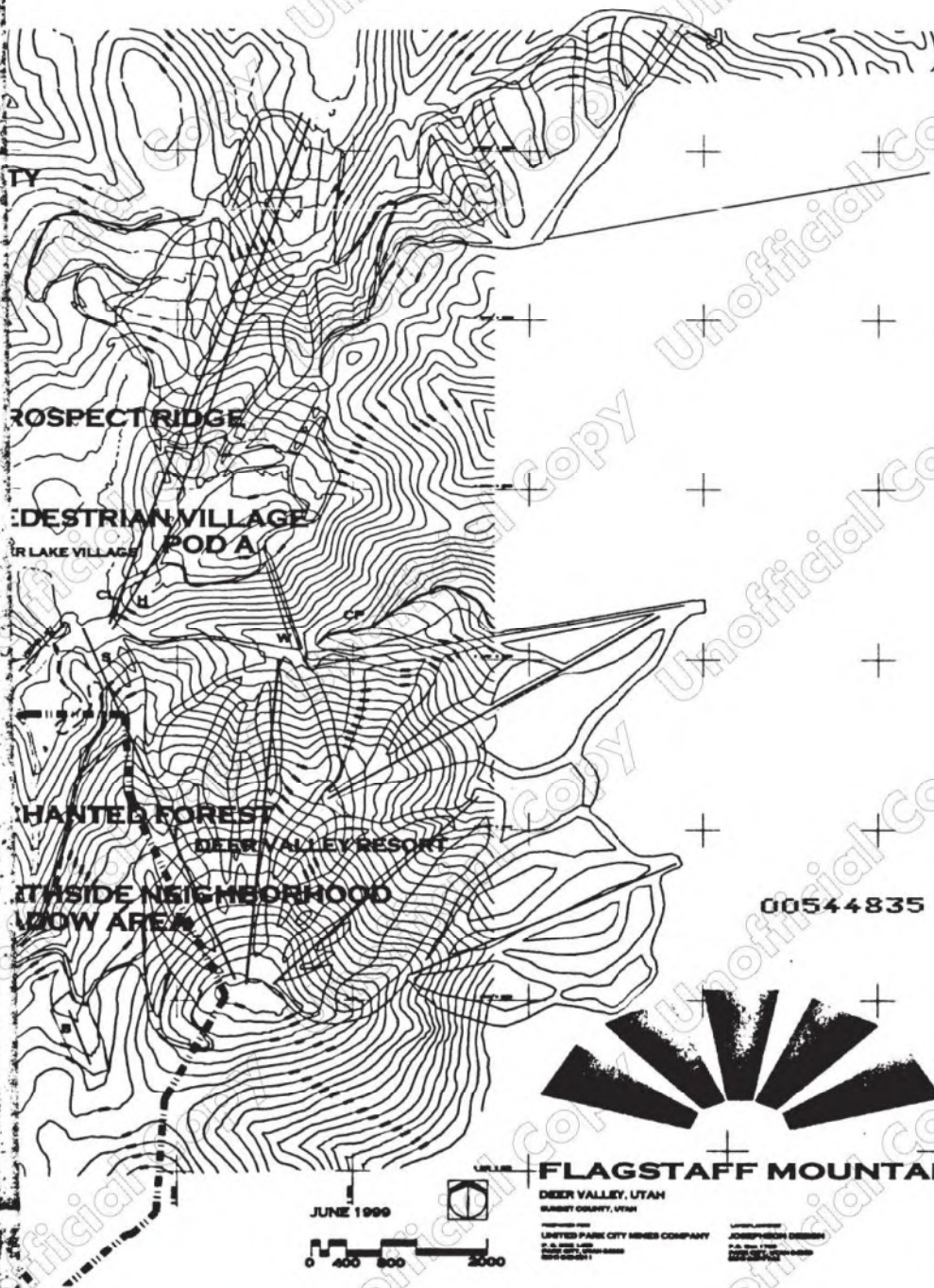


Thomas L. O'Finnegan

Notary Public, State of Utah
Residing in Park City, Utah

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FLAGSTAFF MOUNTAIN RESORT
 DEER VALLEY, UTAH
 SUNDAY COUNTY, UTAH

EXHIBIT A

Exhibit A

FLAGSTAFF MOUNTAIN AT DEER VALLEY

Boundary Description

Beginning at a point identified as County Line Monument Number 2343, said point on the line common to Summit and Wasatch counties and also on the demarcation line between the Park City Ski Area and the Deer Valley Resort, said point lying on the ridge and hilltop above the Anchor Mine Shaft and also being North 04°39'13" East 1303.92 feet, more or less, from the Southwest corner of Section 29, Township 2 South Range, 4 East, Salt Lake Base and Meridian and running Northeasterly along said demarcation and ridge line :

North 44°09'00" East 1236.63 feet; thence North 35°07'44" East 548.54 feet; thence North 37°33'27" East 779.84 feet; thence North 49°33'13" East 616.72 feet; thence North 71°34'40" East 644.26 feet; thence North 30°09'00" East 354.14 feet; thence North 20°48'44" East 698.015 feet; thence North 10°48'36" East 569.75 feet; thence North 23°55'00" East 604.00 feet; thence North 87°35'00" East 778.00 feet; thence North 77°17'18" East 735.40 feet; thence North 82°14' East 672.44 feet more or less to a point on the Westerly boundary line of the "Anchor Tunnel Portal Mining Reservation", said point being North 39°17'38" East 942.39 feet more or less from the Southwest corner of Section 21 Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point also lying along the ridge line between Empire Canyon and Walker and Webster Gulch; thence along said ridgeline the following eight courses: thence North 64°44'13" East 136.79 feet; thence North 67°45'58" East 149.28 feet; thence North 81°11'10" East 122.88 feet; thence North 77°19'44" East 85.84 feet; thence North 77°48'30" East 79.25 feet; thence North 86°11'16" East 94.42 feet; thence South 72°54'27" East 85.42 feet; thence South 71°42'35" East 163.49 feet more or less to a point on the westerly right-of-way line of the Judge Tunnel/Empire Canyon Water Tank Supply Line Easement, said point lying North 79°18'06" West 5.00 feet more or less, from Map Point A-1 as described in that certain Reservoir Easement dated April 19, 1978 and Recorded as Entry No. 147912 in the Records of the of the Recorder for Summit County, Utah; thence along said westerly right-of-way the following fifteen (15) courses: North 10°41'54" East 76.70 feet; thence North 15°21'41" East 116.20 feet; thence North 56°44'38" East 142.80 feet; thence North 46°47'25" East 123.00 feet; thence North 35°09'16" East 88.70 feet; thence North 32°14'53" East 101.60 feet; thence North 32°00'03" East 159.20 feet; thence North 33°26'55" East 136.00 feet; thence North 38°27'54" East 138.00 feet; thence North 27°54'51" East 126.00 feet; thence North 31°30'07" East 96.20 feet; thence North 40°35'50" East 110.80 feet; thence North 50°15'25" East 92.50 feet; thence North 56°00'00" East 94.90 feet; thence North 50°23'25" East 105.09 feet; thence North 47°29'30" East 405.07 feet more or less to a point on the westerly edge of Daly Avenue; thence along said Daly Avenue the following three courses: North 32°04'00" East 296.25 feet; thence North 29°09'57" East 315.97 feet; thence North 28°18'45" East 186.56 feet, more or less, to the East-West center line of Section 21 Township 2 South, Range 4 East, Salt Lake Base and Meridian, said Section Line also being the southerly

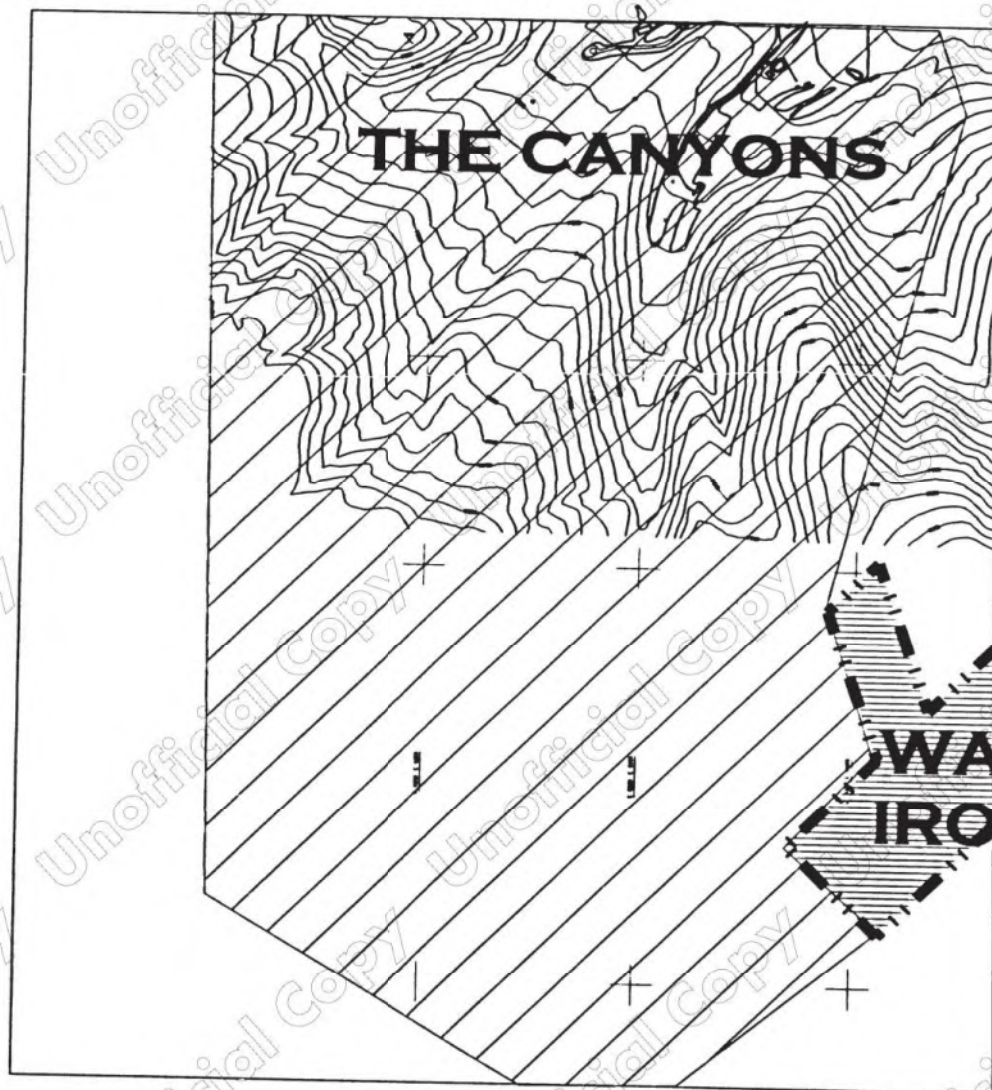
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boundary line for the corporate limits of Park City, Utah; thence South 89°59'59" East 940.12 feet, more or less, along said Section line 940.12 feet to a point on the easterly right-of-way line for Utah State Highway 224 as located in Ontario Canyon; thence along said highway the following 12 courses; South 00°15'34" West 115.59 feet to a point on a 1,482.39 foot radius curve to the left; thence Southwesterly along the arc of said curve through a central angle of 15°23'33" 398.24 feet more or less; thence South 15°39'07" West 559.69 feet to a point on a 5,679.58 foot radius curve to the left; thence Southwesterly along the arc of said curve, through a central angle of 06°11'23", a distance of 613.57 feet; thence South 09°27'44" West 368.77 feet to a point on a 1,382.39 foot radius curve to the left; thence southerly along the arc of said curve, through a central angle of 16°06'55", a distance of 388.82 feet; thence South 6°39'11" East 217.32 feet to a point on a 586.62 foot radius curve to the left; thence southeasterly along the arc of said curve, through a central angle of 48°51'38", a distance of 500.26 feet; thence South 55°30'59" East 87.30 feet to a point on a 686.62 foot radius curve to the right; thence along the arc of said curve, through a central angle of 30°23'53", a distance of 364.28 feet; thence South 25°06'53" East 397.14 feet to a point on a 508.37 foot radius curve to the right; thence along the arc of said curve, through a central angle of 21°36'53", a distance of 191.78 feet; thence South 3°30'00" East 63.08 feet to a point on a 220.00 foot radius curve to the left; thence along the arc of said curve, through a central angle of 55°51'14", a distance of 214.46 feet; thence South 31°30'00" West 68.20 feet; thence South 79°38'18" West 45.49 feet to a point on the southeasterly boundary of the Ontario Number 3 Shaft Mining Reservation; thence South 79°59'46" West 300.78 feet more or less along the southeastern edge of said Mining Reservation; thence South 17°09'45" East 88.76 feet more or less to a point on a piece of property that is the subject of Entry Number 158551 of the Summit County Records; thence along said parcel the following five courses: South 955.96 feet; thence North 69° East 360.00 Feet; thence South 29°20' West 117.60 feet; thence North 78°10' East 714.30 feet; thence East 1,106.71 feet more or less to a point the Wasatch-Summit County line: thence along said Wasatch - Summit County line. The following thirty courses: South 04°15'00" East 1,028.07 feet; thence South 25°30'30" East 2,521.90 feet to County Line Point 51; thence South 29°50'00" West 1,398.30 Feet to County Line Point 55; thence South 4°19'00" West 1,320.70 feet to County Line Point 58; thence South 47°05'00" West 369.50 feet to a County Line Point; thence South 83°34'00" West 69.10 feet to County Line Point 59; thence South 47°42'00" West 1,207.40 feet to County Line Point 62A; thence North 39°53'30" West 1,352.50 feet to County Line Point 64; thence North 72°50'00" West 317.30 feet to County Line Point 65; thence North 46°45'00" West 87.90 feet to County Line Point 66; thence North 70°57'00" West 502.00 feet to County Line Point 67; thence North 51°56'00" West 481.90 feet to County Line Point 68; thence North 55°53'00" West 466.80 feet to County Line Point 69 feet; thence North 21°49'00" West 317.40 feet to County Line Point 70; thence North 59°57'00" West 360.50 feet to County Line Point and Triangulation Point; thence North 33°22'30" West 467.10 feet to County Line Point 71; thence South 85°10'30" West 492.30 feet to County Line Point 72; thence South 54°42'30" West 453.20 feet to County Line Point 73; thence South 88°55'30" West 344.00 feet to County Line Point 74; thence North 82°52'30" West 1,132.30 feet to

00544835 Bk01276 Pg00530.

County Line Point 77; thence North $59^{\circ}43'30''$ West 1,074.55 feet to County Line Point 2338; thence North $79^{\circ}07'30''$ West 494.73 feet to County Line Point 80; thence North $70^{\circ}28'30''$ West 339.90 feet to County Line Point 81; thence North $60^{\circ}14'30''$ West 550.10 feet to County Line Point 82 and Triangulation Point 2339; thence North $64^{\circ}07'00''$ West 727.60 feet to County Line Point 83; thence South $77^{\circ}44'00''$ West 966.80 feet to County Line Point 85; thence North $77^{\circ}28'00''$ West 161.00 feet to a County Line Point and Triangulation Point 2340 which is also Judge Triangulation Point Q; thence South $85^{\circ}36'00''$ West 219.10 feet to County Line Point 86; thence North $46^{\circ}44'00''$ West 384.70 feet to County Line Point 87; thence North $34^{\circ}37'00''$ West 1,077.30 feet, more or less to county Line Point 2343 the point of beginning. Said Parcel contains 1,655.4 acres more or less.

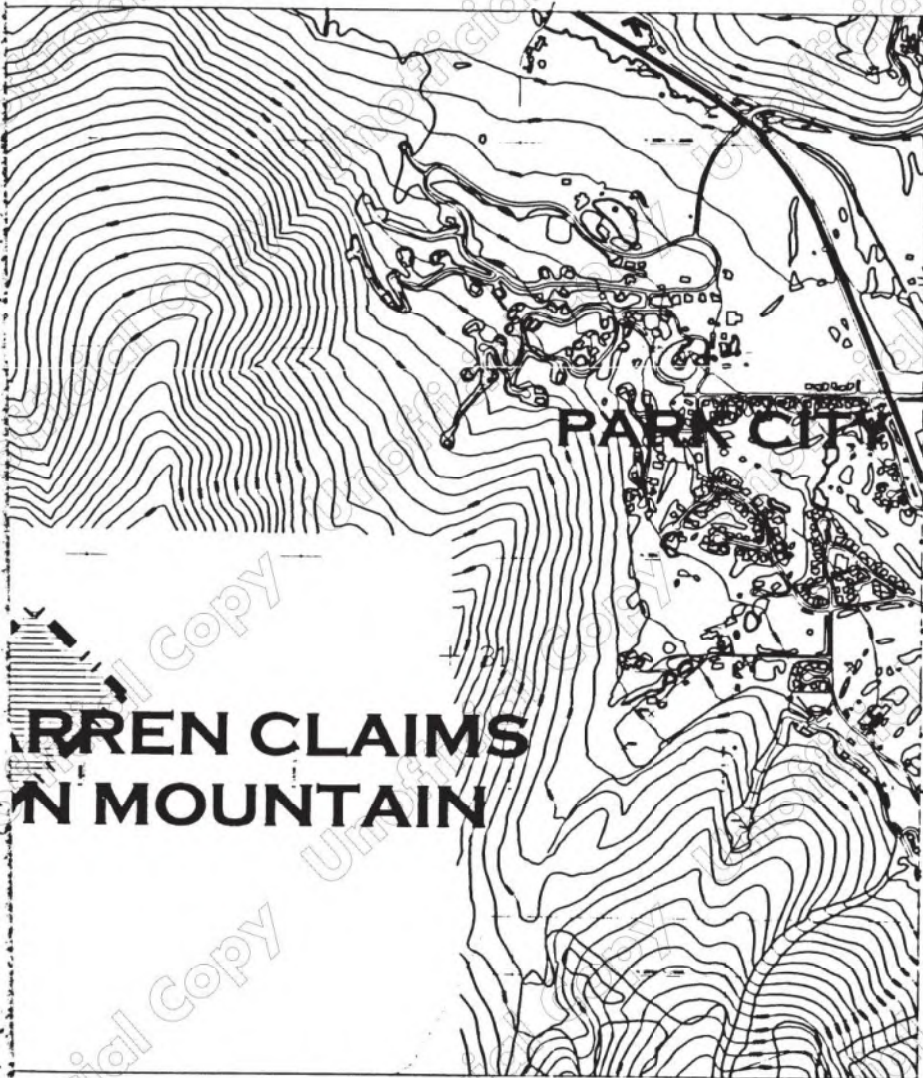
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00544835 Bk01276 Pg00532

APRIL

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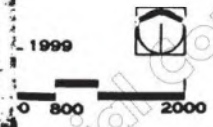
**IRON CLAIMS
IN MOUNTAIN**



00544835 Bk01276 Pg00533

IRON MOUNTAIN PARCEL

EXHIBIT B



BLAINE COUNTY, UTAH
PREPARED FOR:
UNITED PARK CITY HOMES COMPANY
P.O. BOX 1000
PARK CITY, UTAH 84302
COMPILED BY:
JOSEPHSON DESIGN
P.O. BOX 1000
PARK CITY, UTAH 84302

P.03

Lot 2.

SEC 7

CA.

SEC 7

N.W.4 N.E.4 SEC
S.H.E.034931
John George Condas

John George Co
S.W. 4 1/4 S
S.H.E. 054931

~~A3, SEC.7~~

Noted Sec 2

[illegible]

Lot 8 SEC. 7

Lot 7

Let c

SHE 034931
John George Condas

00544835 Bk1276 Pg00034

IRON MT.

Approx. El. 8990.

1919 SEC 7

Let 10 Sep 7

TOTAL P.03

JUL-21-1999 15:42

P.02

Exhibit B

**FLAGSTAFF MOUNTAIN RESORT
IRON MOUNTAIN PROPERTY LEGAL DESCRIPTION
LOCATED IN SECTION 7, T2S, R4E, SLB & M**

ALL OF THE WARREN MINING CLAIMS NO. 1, NO. 2, NO. 3, NO. 4, AND NO. 5,
MINERAL SURVEY NUMBER 6292.

Y:\UPCMC\FLAGSTAFF\OVERALL\DOCS\WARREN LGL

00544835 Bk01276 Pg00535

TRI-COUNTY PEAK

To BRIGHTON

PUBLIC PARKING - 15 CARS

SALT LAKE COUNTY

10,420'

BLOOD LAKE

GIRL SCOUT CAMP

BURNHALL LAKE

SILVER LAKE

SILVER LAKE BECKY

LAKE LACHRYMOSA

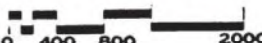
CLAYTON PEAK



BONANZA MOUNTAIN

WABATCH COUNTY, UTAH

JUNE 1999

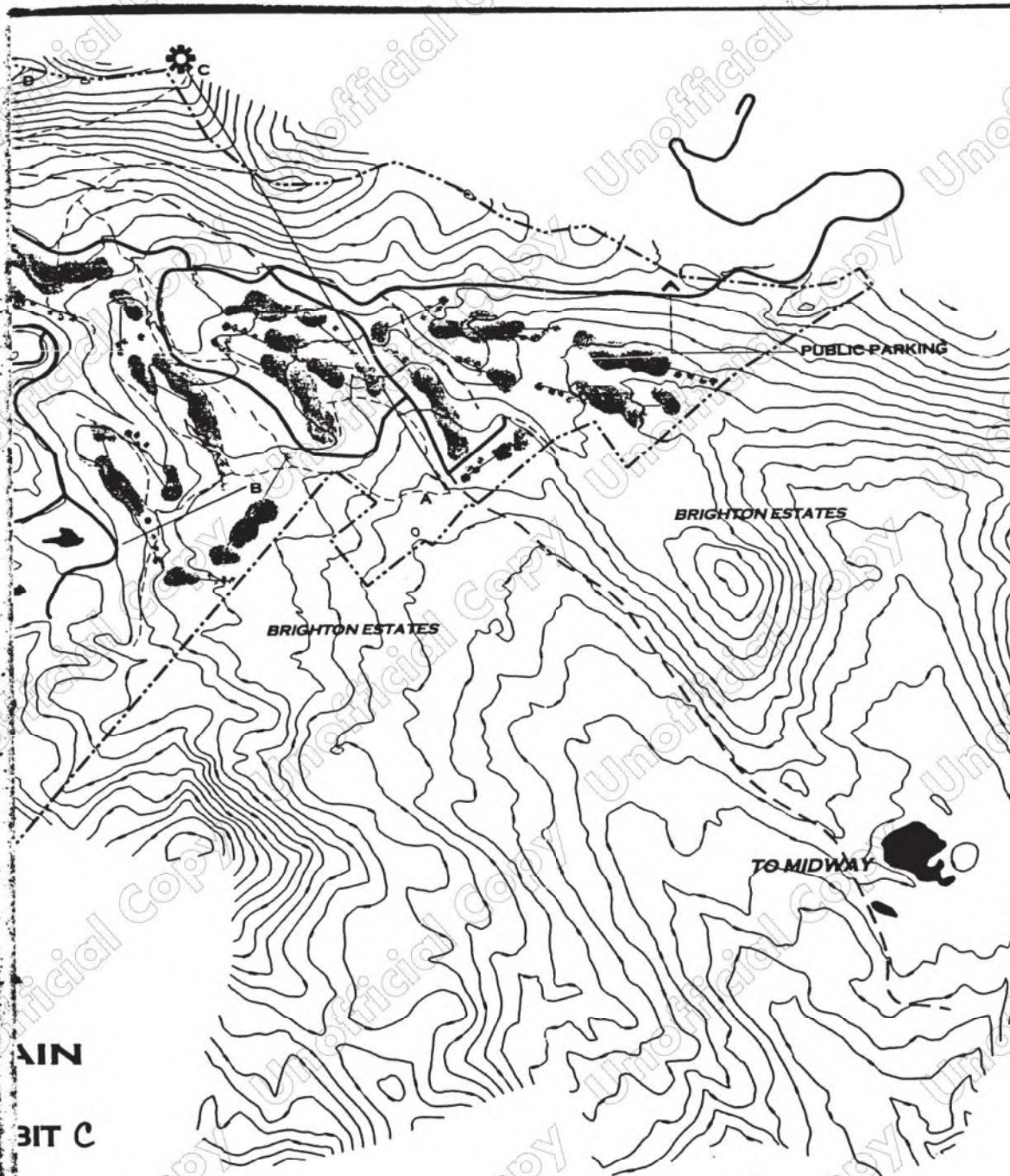


PREPARED FOR:
UNITED PARK CITY MINES COMPANY
P.O. BOX 1400
PARK CITY, UTAH 84302
(801) 798-1111

DESIGNED BY:
JOSEPHSON DESIGN
P.O. BOX 1700
PARK CITY, UTAH 84302
(801) 798-1111

EXHIBIT

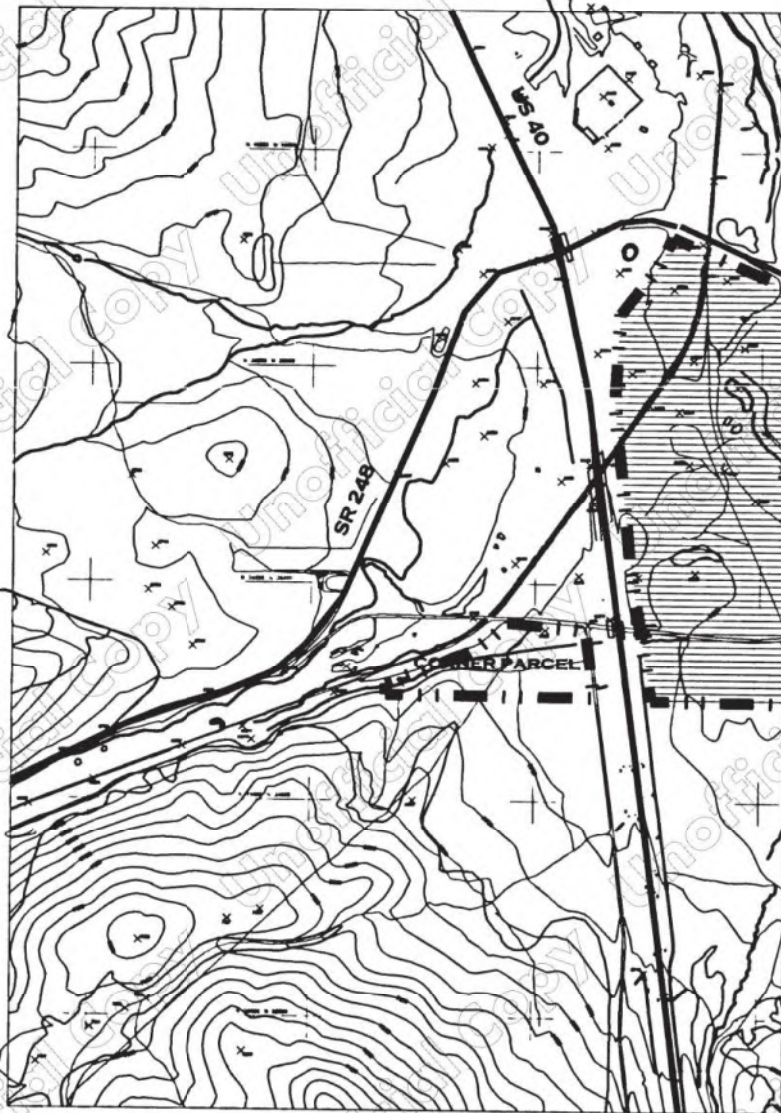
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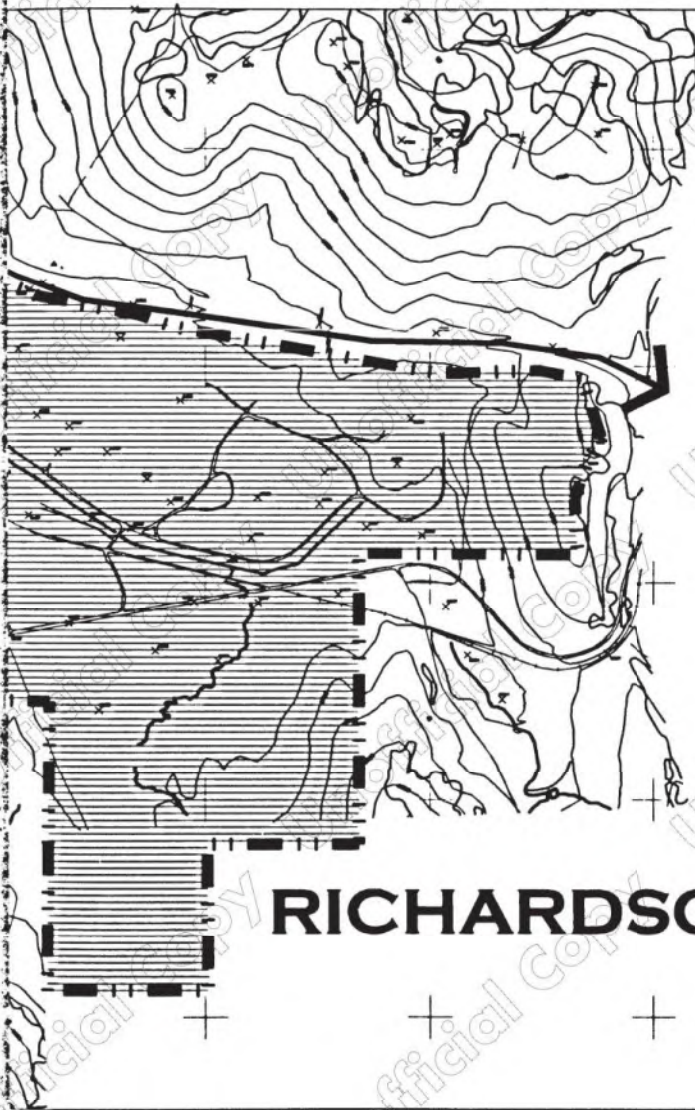
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BIT C

00544835 Bk01276 Pg00537



00544835 Bk01276 Pg00538



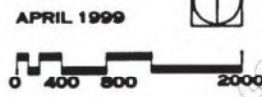
TO KAMAS

RICHARDSON FLATS

00544835 Bk01276 Pg00539



RICHARDSON FLATS PARCEL



SUMMIT COUNTY, UTAH
SUMMIT COUNTY, UTAH
PREPARED FOR:
UNITED PARK CITY HOMES COMPANY
P.O. BOX 1000
PARK CITY, UTAH 84302

LANDSCAPE
DESIGN
JOSEPHSON DESIGN
P.O. BOX 1000
PARK CITY, UTAH 84302

EXHIBIT D

Exhibit D

UNITED PARK CITY MINES COMPANY

RICHARDSON FLATS DESCRIPTION

GENERAL DESCRIPTION

All of the property owned by United Park City Mines Company lying East of U. S Highway 40, South of Utah Highway 189, West of the Summit Wasatch County Line and North of the foothills forming the South edge of the Basin, being more particularly described as follows:

Beginning at a point lying on the center section line of Section 1, Township 2 South, Range 4 East Salt Lake Base and Meridian, said point also common with a point on the Summit and Wasatch County lines and lying South $64^{\circ}34'17''$ East 6177.91 Feet, more or less, from the Northwest Corner of said Section 1;

Thence North $07^{\circ}48'30''$ West 569.42 Feet more or less;
Thence North $30^{\circ}03'00''$ East 491.00 Feet along said County Line to County Line Marker 138;
Thence North $15^{\circ}43'00''$ West 620.95 Feet more or less to a point on the Southerly Right-of-Way line to Utah State Highway 189, said point lying on a 1,679.86 Foot radius curve to the left whose radius point bears South $18^{\circ}25'57''$ West;
Thence along said curve, through a central angle of $12^{\circ}57'43''$ a distance of 380.03 Feet;
Thence North $87^{\circ}46'51''$ West 300.64 Feet;
Thence South $88^{\circ}33'10''$ West 541.22 Feet;
Thence North $85^{\circ}26'18''$ West 193.25 Feet;
Thence North $78^{\circ}57'34''$ West 621.06 Feet;
Thence North $81^{\circ}30'46''$ West 503.42 Feet;
Thence North $76^{\circ}56'20''$ West 501.60 Feet;
Thence North $81^{\circ}30'46''$ West 700.00 Feet;
Thence North $71^{\circ}23'40''$ West 227.68 Feet;
Thence North $79^{\circ}09'47''$ West 994.80 Feet;
Thence North $66^{\circ}54'08''$ West 590.16 Feet;
Thence North $64^{\circ}10'15''$ West 167.19 Feet;
Thence North $89^{\circ}53'00''$ West 978.55 Feet;
Thence South $25^{\circ}23'31''$ West 116.87 Feet to a point on the northerly section line of said section 2;
Thence South $00^{\circ}45'29''$ West 178.58 Feet more or less along said section line to a point on the Easterly Right-of-Way line of U. S. Highway 40;
Thence South $5^{\circ}56'20''$ West 253.60 Feet;
Thence South $5^{\circ}56'20''$ West 205.58 Feet to a point on a 2406.48 radius curve to the left whose radius point bears South $84^{\circ}01'04''$ East;
Thence along said curve, through a central angle of $9^{\circ}17'52''$ a distance of 390.52 Feet;
Thence South $3^{\circ}23'37''$ East 105.10 Feet;
Thence South $7^{\circ}04'23''$ East 356.56 Feet more or less to a point on the northwesterly boundary of the Rails to Trails Right-of-Way;
Thence South $7^{\circ}04'23''$ East 150.58 Feet to a point on the southeasterly boundary of said Right-of-Way;
Thence South $7^{\circ}04'24''$ East 48.63 Feet;
Thence South $1^{\circ}27'27''$ West 202.24 Feet;
Thence South $40^{\circ}00'00''$ East 554.91 Feet;
Thence South $31^{\circ}40'49''$ West 481.87 Feet;

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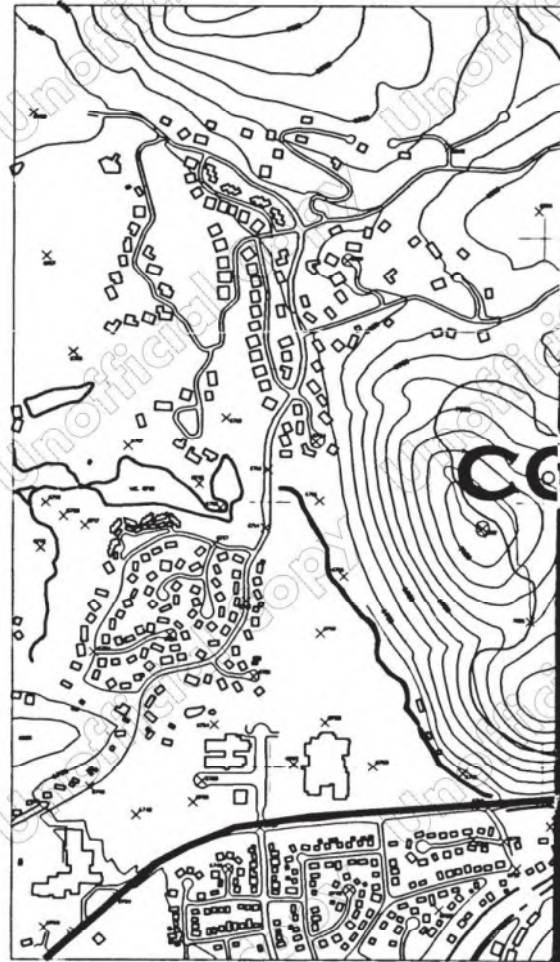
RICHARDSON FLAT DESCRIPTION

Page Two

Thence South 7°04'23" East 493.36 Feet more or less to a point on the northerly edge of the County Road across Richardson Flat;
Thence South 7°04'19" East 102.54 Feet to a point on the southerly boundary of said roadway;
Thence South 7°04'23" East 575.60 Feet to a point on the northern line of the South 1/2 of the Southeast one quarter of said Section 2;
Thence South 89°57'22" East 1604.54 Feet more or less along said line to the east line of said Section 2;
Thence South 00°33'35" West 1326.74 Feet more or less to the Southeast Corner of said Section 2, said point also common to Sections 1, 12 and 11 of Township 2 South, Range 4 East S.L.B. & M.;
Thence South 00°10'48" West 1328.76 Feet along the east section line of said Section 11 to a point common to the center line of the Northeast one quarter of said Section 11;
Thence South 89°09'12" East 1358.31 Feet more or less along the south line of the northwest one quarter of the northwest quarter of said Section 12;
Thence North 00°07'55" East 1347.76 Feet more or less to a point on the south line of said Section 1;
Thence North 89°58'31" East 1357.10 Feet, more or less, along said south section line to the south quarter corner of said Section 1;
Thence North 00°00'24" East 2679.92 Feet more or less along the center section line of said Section 1 to the Center of said Section 1;
Thence South 89°30'01" East 2043.63 Feet more or less along the center section line of said Section 1 to the Point of Beginning;

Contains 573 acres more or less.

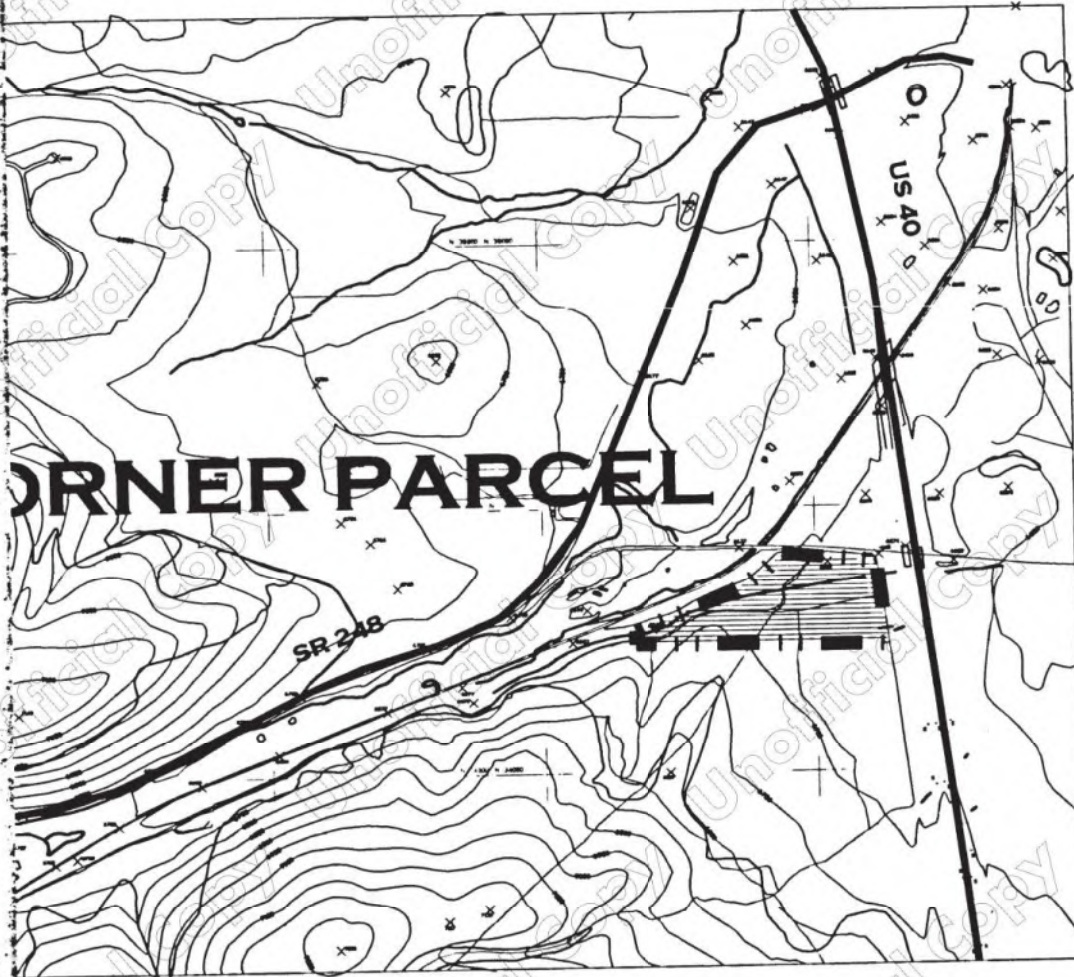
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00544835 Bx01276 Pg00542

APRIL 19

0 400



CORNER PARCEL

99



800

2000

SUMMIT COUNTY, UTAH
 PREPARED FOR
 UNITED PARK CITY MINES COMPANY
 P.O. BOX 1400
 PARK CITY, UTAH 84302
 (801) 645-0011

LANDPLANNING
 JOSEPHSON DESIGN
 P.O. BOX 1700
 PARK CITY, UTAH 84302
 (801) 647-7764

00544835 Bk01276 Pg00543

EXHIBIT E

Exhibit E

UNITED PARK CITY MINES COMPANY

Richardson Flat Corner Parcel Description

Two parcels of land located in the North 1/2 of the South 1/2 of Section 3, Township 2 South, Range 4 East, S. L. B. & M. being more particularly described as follows:

All of that portion of the NE 1/4 of the SW 1/4 of Section 2, Township 2 South, Range 4 East S.L.B. & M. lying South of the Rails to Trails right-of-way and the County Road.
Contains 12.33 acres more or less.

And,

All of that portion of the NW 1/4 of the SE 1/4 of Section 2, Township 2 South, Range 4 East S.L.B. & M. lying west of the relocated U. S. 40 and South of the County Road.
Contains 7.01 acres more or less.

00544835 Bk01276 Pg00544



00544835 Bx01276 Pg00545



SKI AREA PLAN

DEER VALLEY RESORT COMPANY

- EXISTING SKI RUNS (SOLID)
- PROPOSED SKI RUNS (DASHED)
- EXISTING SKI LIFTS (SOLID WITH DOT)
- PROPOSED SKI LIFTS (DASHED WITH DOT)

NOTE:
THIS MAP IS NOT INTENDED TO BE A SURVEY OF
BOUNDARY AND PLANNED SKI PLANNING.
IT IS A DESIGN CONCEPT ONLY.

Exhibit F

SHANER
Design Graphics

00544835 Bx01276 P600546

Exhibit G

Deer Valley Resort Company Ski Run Construction and Revegetation Standards

1. Prior to construction activity, ski trail sidelines will be flagged by Deer Valley Resort Company personnel. Construction activity shall be limited to within the flagged sidelines, lift tower and lift terminal areas.
2. Access to construction activity shall be by existing service roads where available.
3. Clearing operations shall leave the ski trails with a feathered edge. Low shrubs at trail edges shall remain. Tree islands shall be incorporated in the field into trails where feasible and safe.
4. After clearing in areas of cut, topsoil shall be stripped and stockpiled for later respreading.
5. In fill areas, stumps shall remain in place to a 2' maximum height. In cut areas, stumps will be removed by backhoe or dozer. Stumps shall be flush cut in areas where no grading or fill will occur.
6. Any trees cut suitable for use as firewood will be cut into firewood length and transported to Deer Valley's day lodges. Stumps and slash shall be buried as deeply as possible in field-designated areas with 3' minimum cover over uppermost slash layer. Alternate 3' maximum slash layers with 3' soil layers, running over layers with heavy equipment as placement occurs. Maximum length of any one piece of slash shall be 10'. Slash and rock burial may be used to produce terrain features within ski trails.
7. Excavation, embankment and fill operations shall proceed in such a manner that finish grading and erosion control implementation will occur as soon as possible after disturbance.

00544835 Bk01276 Pg00547

Exhibit G

Deer Valley Resort Company Ski Run Construction and Revegetation Standards

1. Prior to construction activity, ski trail sidelines will be flagged by Deer Valley Resort Company personnel. Construction activity shall be limited to within the flagged sidelines, lift tower and lift terminal areas.
2. Access to construction activity shall be by existing service roads where available.
3. Clearing operations shall leave the ski trails with a feathered edge. Low shrubs at trail edges shall remain. Tree islands shall be incorporated in the field into trails where feasible and safe.
4. After clearing in areas of cut, topsoil shall be stripped and stockpiled for later respreading.
5. In fill areas, stumps shall remain in place to a 2' maximum height. In cut areas, stumps will be removed by backhoe or dozer. Stumps shall be flush cut in areas where no grading or fill will occur.
6. Any trees cut suitable for use as firewood will be cut into firewood length and transported to Deer Valley's day lodges. Stumps and slash shall be buried as deeply as possible in field-designated areas with 3' minimum cover over uppermost slash layer. Alternate 3' maximum slash layers with 3' soil layers, running over layers with heavy equipment as placement occurs. Maximum length of any one piece of slash shall be 10'. Slash and rock burial may be used to produce terrain features within ski trails.
7. Excavation, embankment and fill operations shall proceed in such a manner that finish grading and erosion control implementation will occur as soon as possible after disturbance.

00544835 Bk01276 Pg00547

8. Cut and fill slopes shall be 1.5 : 1 maximum unless rock is encountered. Cut slopes in rock may be oversteepened depending upon geotechnical considerations. The top of all cut slopes in soil shall be rounded for a horizontal distance of 3' beyond the catch point. Slope rounding shall occur as the slope is being brought down.

9. Lift towers shall be set by helicopter. No work roads shall be cut to lift tower locations except at the upper and lower terminals where access roads are depicted.

10. The finished surface of ski trails shall be graded with 3' maximum, well graded topsoil and native soils. The finished surface of ski trails, fills and cut slopes not in rock shall be tracked prior to reseeding, with cleat marks left perpendicular to the fall line of the slope.

11. Sediment shall be controlled for the duration of the project. Straw bales and sediment filter fencing shall be installed at the lower limits of graded areas so that sediment is not transported off the site or into drainages.

12. On ski trails, construct water bars at 300' intervals for slopes less than 25%, at 200' intervals for slopes between 25% and 50%, and at 100' intervals for slopes in excess of 50%. Water bar locations will be field determined. Water bars shall slope at 6% to 7% in the direction of existing vegetated areas. Water bars shall be constructed immediately after rough grading and shall be maintained for the duration of the project.

13. Snowmaking and utility trenches shall be backfilled to at least 85% of maximum density. Trenches shall be mounded with 6' of compacted soil to allow settlement.

14. Riprap for drainage channels and culvert inlets and outlets shall be angular and outlets shall be angular, hard, dense, durable rock. Riprap shall be spread to achieve an interlocking structure and minimize voids.

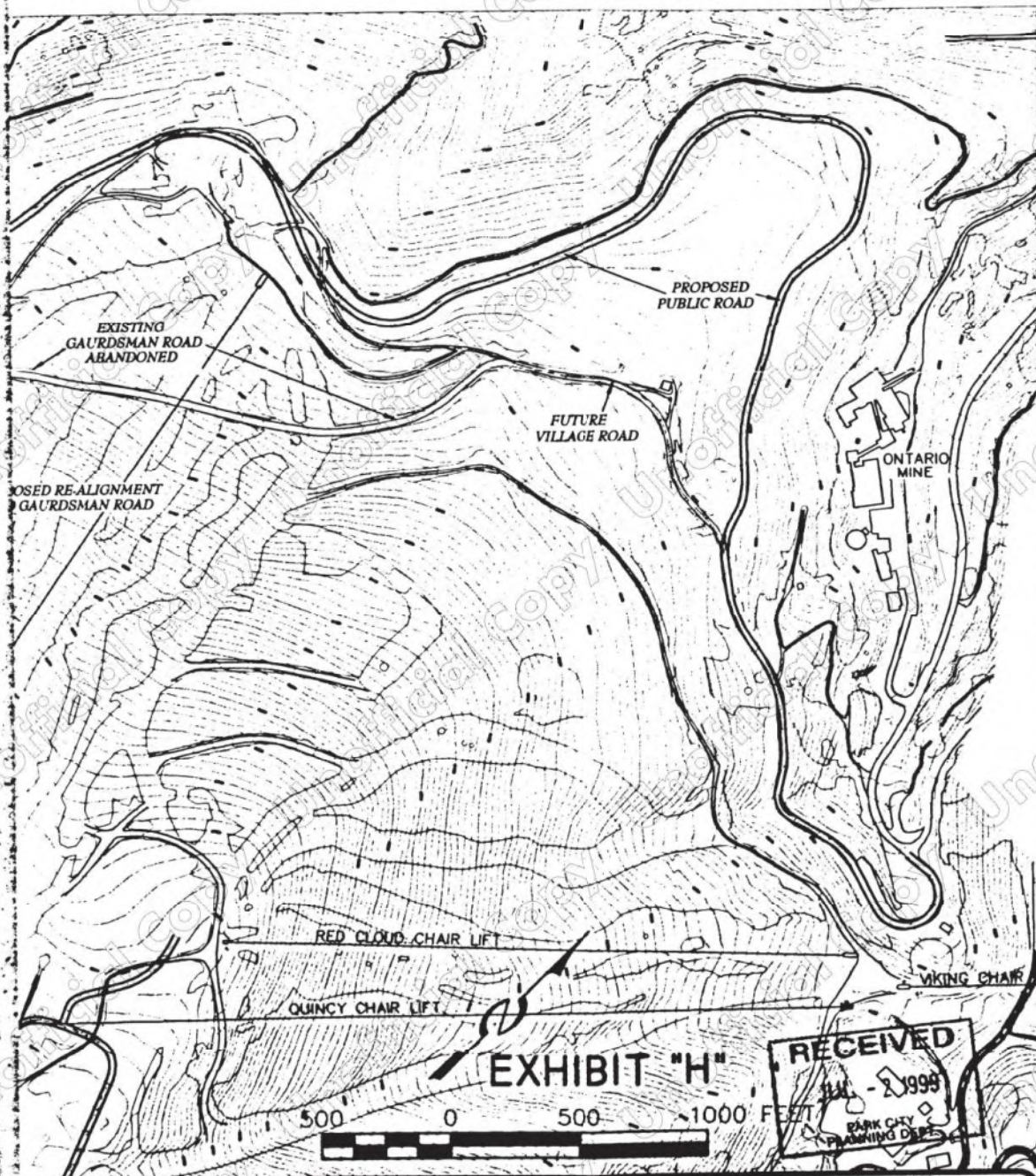
15. All areas with earth disturbance other than existing roads shall be revegetated. Seed mix shall be applied at a minimum rate of 26 lbs. per acre. Seed mix shall have the following proportions:

Durar Hard Fescue	30%
Manchar Bromegrass	30%
Orchardgrass	30%
Perennial Ryegrass	15%
Pubescent Wheatgrass	15%

Seed shall be applied by broadcast methods. Fertilizer shall be applied at a minimum rate of 400 lbs. per acre. Areas not achieving germination and subsequent coverage of 80% shall be reseeded.

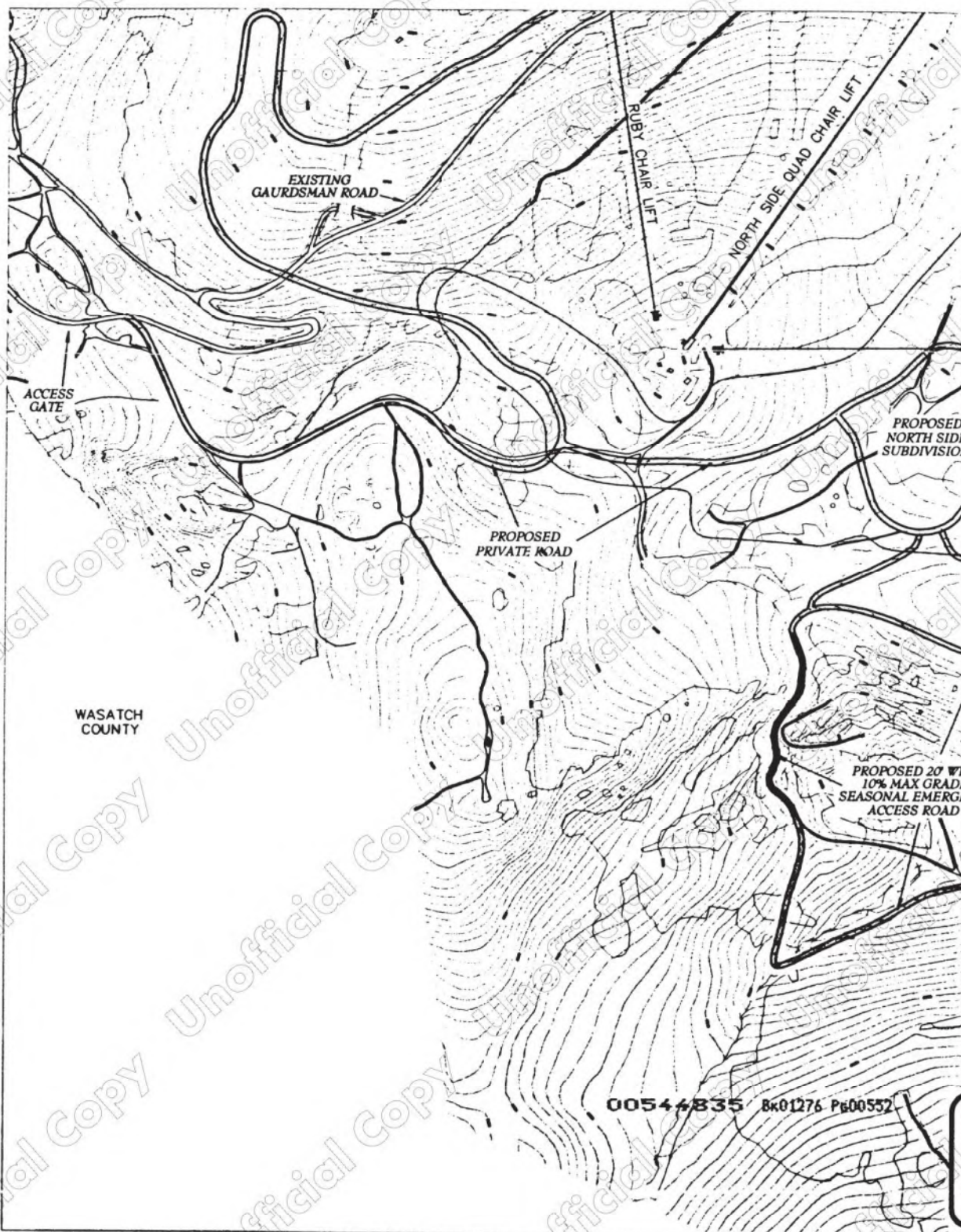
16. After seeding, ski trails shall be mulched with certified weed free straw mulch at a rate of approximately 2 tons per acre (2' to 3' in depth).

00544835 Bk01276 Pg00549



 CONSULTING ENGINEERS, LAND PLANNERS, SURVEYORS 302 Main Street P.O. Box 2004 Park City, Utah 84002	(435) 640-9467 REVISED: 9-1-98 1-13-99 4-13-99 6-9-99	STAFF: S. DECKERT D. CARDWELL DATE: 6-22-98	PAGE 1 OF 1	FLAGSTAFF MOUNTAIN RESORT GAURDSMAN RE-ALIGNMENT PROPOSED PUBLIC/PRIVATE ROADS FOR: UPCMC JOB NO.: 5-2-94 FILE: \UPCMC\OVERALL\DA ROAD-EX
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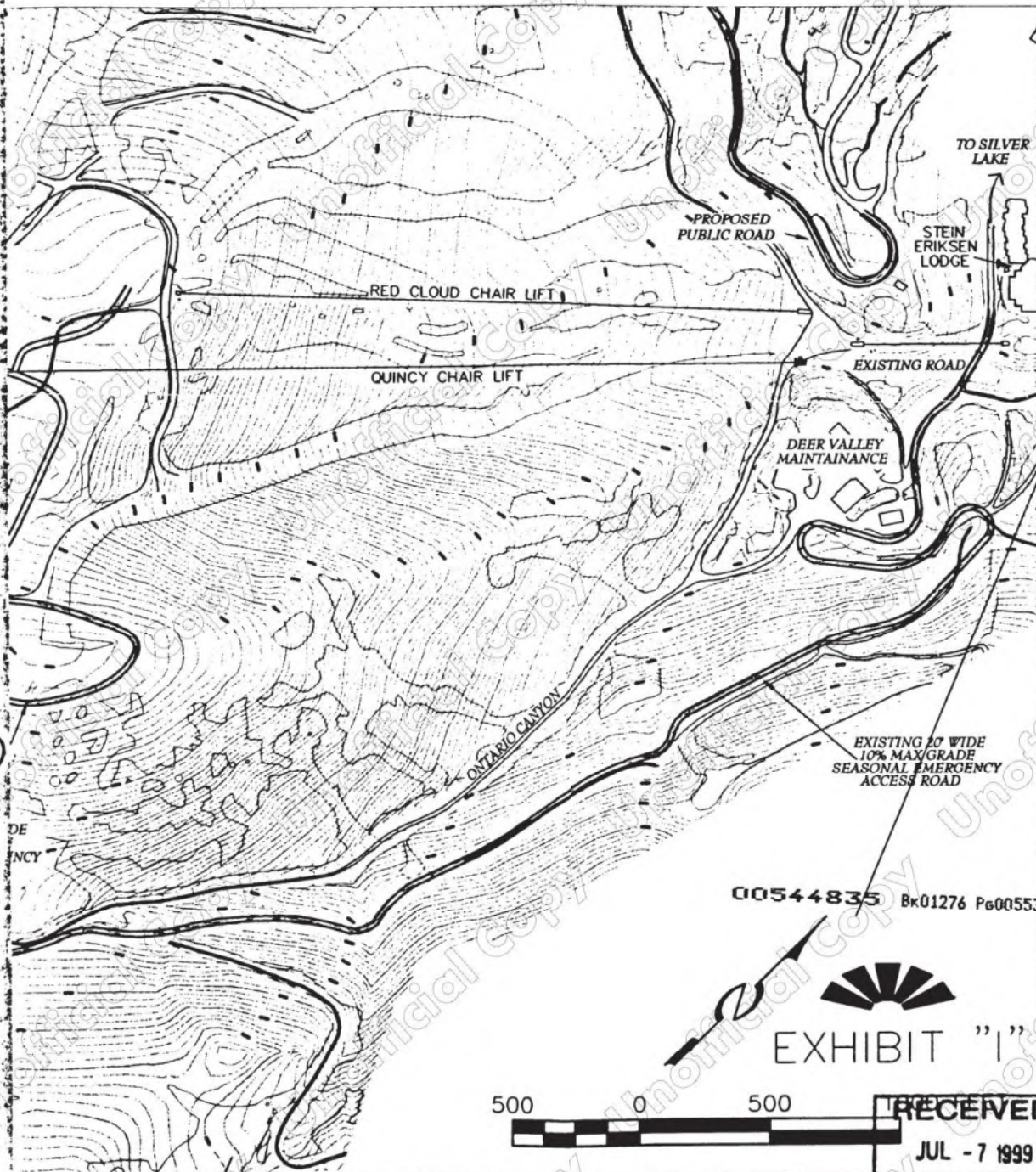


EXHIBIT "I"

500 0 500

RECEIVED

JUL - 7 1999

(435) 849-9487 Alliance CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 422 Main Street P.O. Box 2884 Park City, Utah 84098	REVISED: 9-1-98 4-13-99	STAFF: S. DECKERT D. CARDWELL DATE: 6-22-98	PAGE 1 OF 1	FLAGSTAFF MOUNTAIN PARK CITY BOGGS DEPT. PROPOSED SEASONAL EMERGENCY ACCESS ROAD FOR: UPCMC JOB NO.: 5-2-94 FILE: \UPCMC\OVERALL\0\ROADS-EX2
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MOUNTAIN V

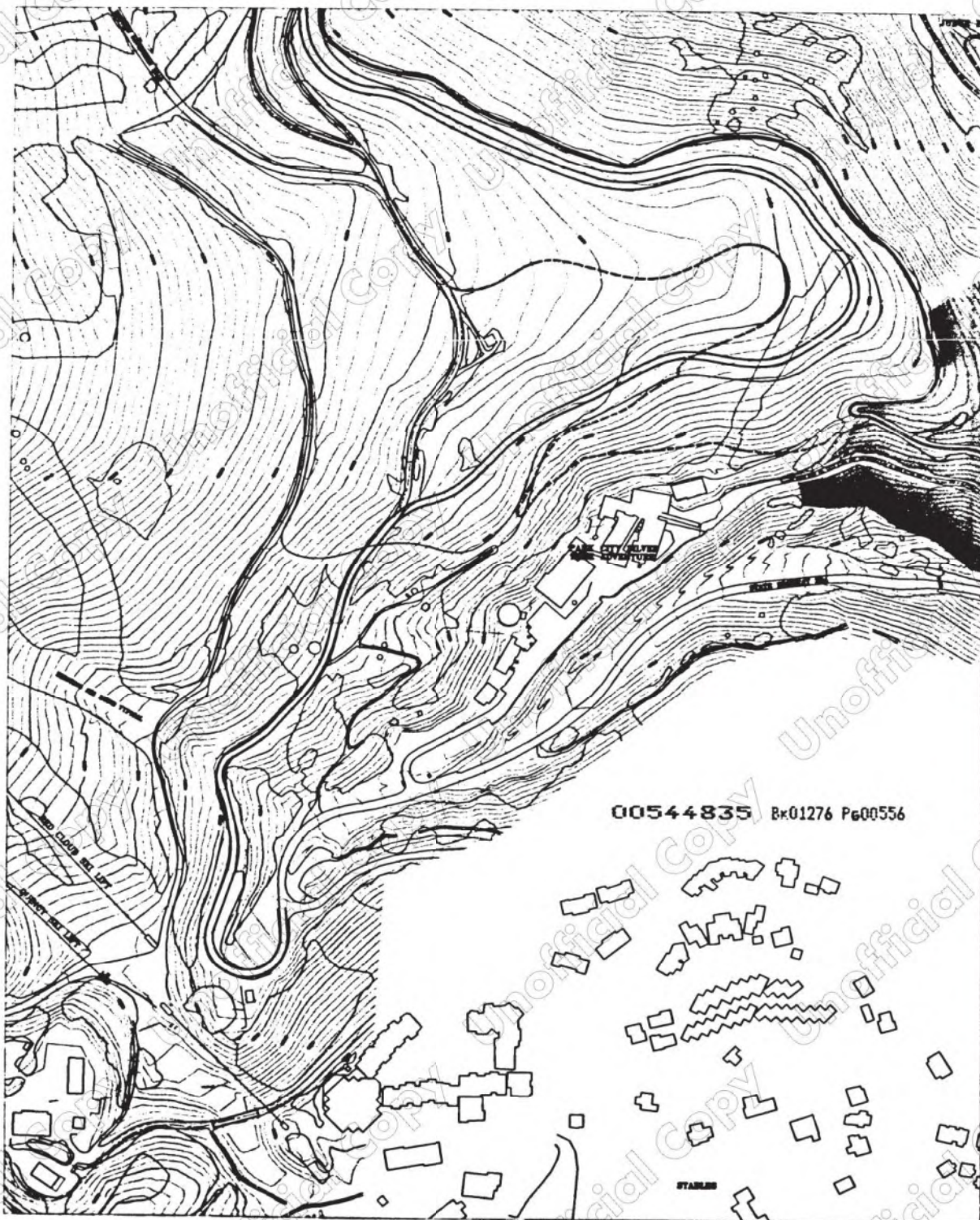
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SPACE PROTECTION**

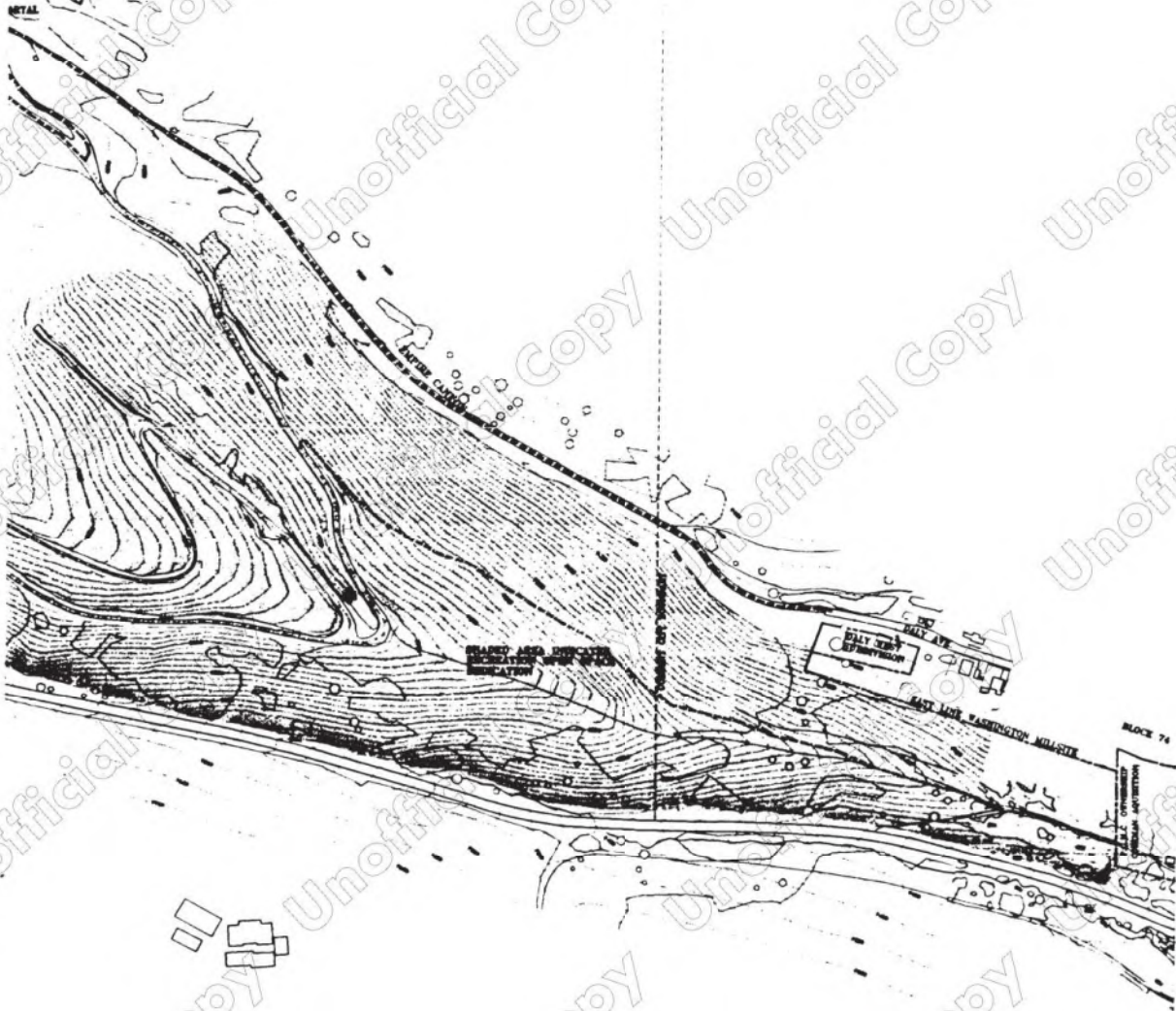
WASATC

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JUNE 1999





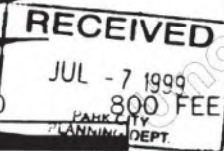


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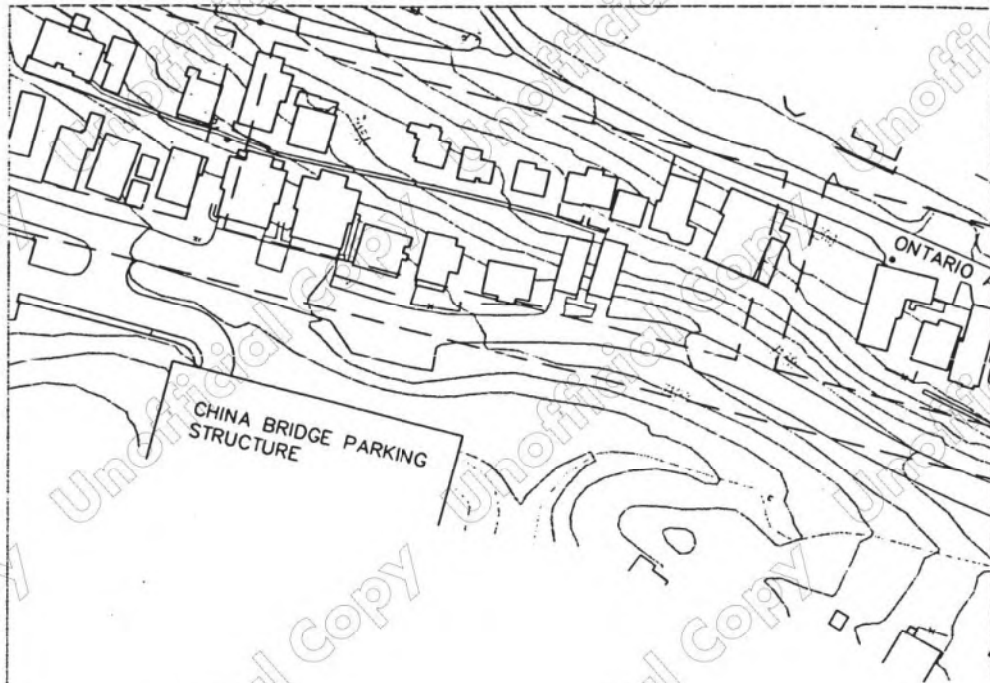
EXHIBIT "K"



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 203 Main Street P.O. Box 2004 Park City, Utah 84050	(435) 649-9467 REVISED: 8-7-98 9-1-98 4-13-99	STAFF: S. DECKERT D. CARDWELL DATE: 6-30-98	PAGE 1 OF 1	FLAGSTAFF MOUNTAIN RESORT PROSPECT RIDGE RDS DEDICATION FOR: UPMC JOB NO.: 17-4-98 FILE: UPMC/D/52-PRELM
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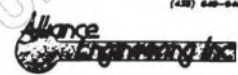


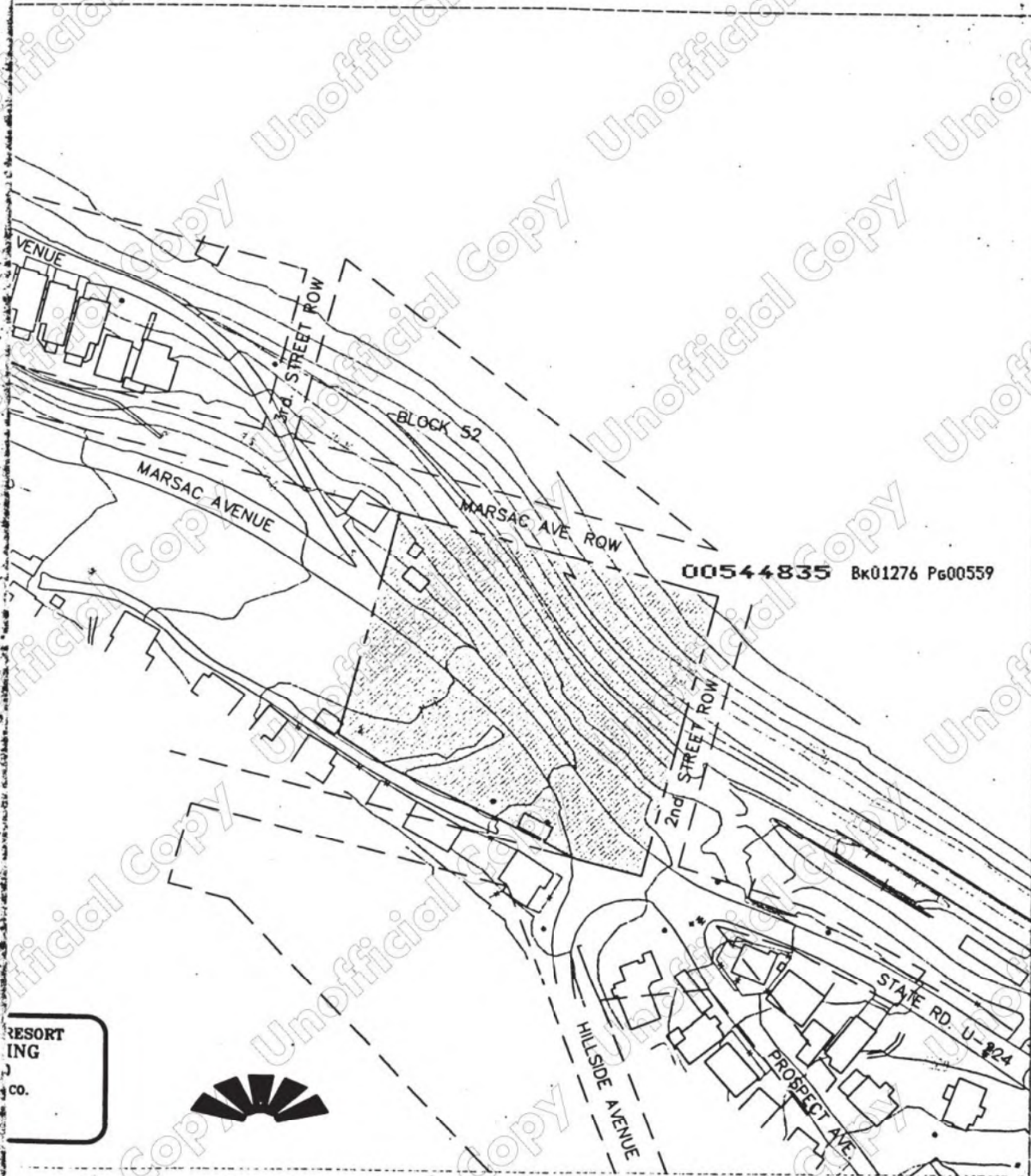
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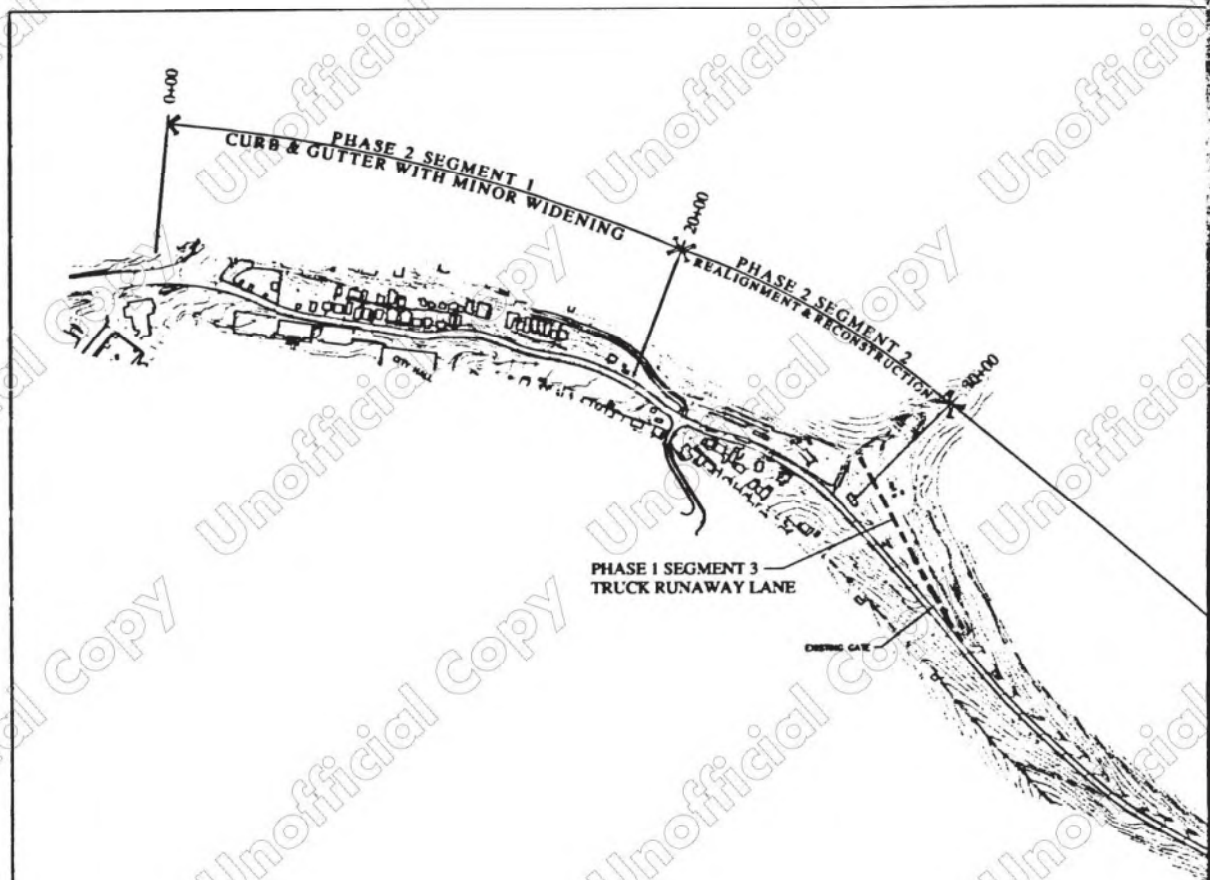


100 0 100 200 FEET

EXHIBIT "L"

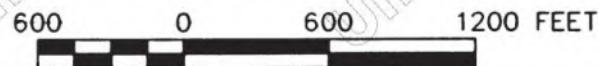
 CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 383 Main Street P.O. Box 2004 Park City, Utah 84060	REVISED:	STAFF:	PAGE 1 OF 1	FLAGSTAFF MOUNTAIN SAND RIDGE PARK HILLSIDE LAND FOR: UNITED PARK CITY MINES JOB NO.: 5-2-84 FILE: UPMC/D/SANDLAND
		S. DECKERT		
		DATE: 9-1-98		





00544835 Bx01276 Ps00560

EXHIBIT "M"



 CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 300 Main Street P.O. Box 2004 Fort St. Vt. 05402	REVISED:	STAFF: J. DEMKOWICZ L. UHLEY	PAGE 1 OF 1	FLAGSTAFF MOUNTAIN RESORT STATE ROAD U-224 ROAD RECONSTRUCTION PLAN FOR: UPCMC JOB NO.: 28-S-91 FILE: UPCMC\OVERALL\DR0400
		DATE: 1/20/99		

PHASE I SEGMENT 1
MINOR WIDENING

00544835 Bk01276 Pg0056

* 70+00

PHASE I SEGMENT 2
RE-ALIGNMENT, PASSING LANE, GRADE REDUCTION

* 100+00

RECEIVED
JUL - 7 1999
PARK CITY
PLANNING DEPT.

Exhibit M

The Flagstaff Mountain Resort
At
Deer Valley

Road Construction Plan

**Off-site, Highway 224 Improvements
Lower Mine Road**

Summary of Current Conditions.

Upgrading and improving State Highway 224 has been identified as an important component related to the Flagstaff Mountain project. S.R. 224, or the Mine Road, as it is commonly referred to, will be the primary ingress and egress route from the Flagstaff Mountain Resort project. The developer has volunteered, at considerable expense, to upgrade and improve the Mine Road. This would not only benefit the Flagstaff Mountain Resort, but all users of the road. It should be noted that the developer volunteered to fund the cost of these considerations up-front and not as an extracted concession.

The route referred to as the Mine Road begins at the far northern end of Marsac Avenue, travels along the length of Marsac Avenue and through Ontario Canyon. The Road crosses the Summit/Wasatch County line, and continues west to Brighton or east to Midway. The Mine Road currently serves during the summer months as a business route to UPCMC, the Silver Mine Adventure, Deer Valley and the horse stables. It serves as a residential access route to Brighton Estates, upper Deer Valley and the Girl Scout facility. It also serves as a sight-seeing route for the Bonanza area. Beyond the Deer Valley turn-off, traffic is not heavy on the road during the summer months, totaling approximately 3-400 vehicles/day (source: MK Centennial Traffic Eng. Report: *Deer Valley Residential Expansion 9/93, rev. 12/93*).

During the winter months the Mine Road is closed by the Utah Department of Transportation just beyond the Deer Valley connector road. The lower road then serves as business access for UPCMC, the Silver Mine Adventure, Deer Valley and High Country Snowmobiles. The road also serves as residential access route for Deer Valley. There are also a small number of snowmobilers who use the road as a recreation access point, however this number continues to decrease as more and more land in the Bonanza Basin is closed to this type of activity.

This proposal covers that portion of the Mine Road which originates at the intersection of Marsac and Deer Valley Drive, and extends to the upper Deer Valley turn-off (Guardsmen Connection). The upper sections of the Mine Road will be addressed in other proposals.

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Construction traffic to upper Deer Valley is continuous throughout the year. Heavy trucks haul supplies up and excavated material down the road. In addition, delivery trucks access the aforementioned businesses throughout the year. An important consideration for public safety is a runaway truck lane. This is currently a problem on the mine road, and the voluntary concession of a runaway truck lane installed at the expense of the developer should greatly improve a problem which is presently of concern.

The present situation on the mine road will be improved with the development of the Flagstaff Mountain Resort project. Current areas of concern will be enhanced by planned improvements. The improvements to the mine road will create a situation whereby levels-of-service will be increased and the road will be made safer and more efficient.

* * *

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Summary of Objectives

The off-site improvements to Highway 224 are considered to be an important component of the overall Flagstaff Mountain Resort Master Plan. The current parameters of the mine road will improve in both efficiency and safety. The following constitute the voluntary proposed changes to the mine road to develop a safe and adequate ingress/egress route to and from the Flagstaff Mountain Resort project.

- ⇒ Widen the road needs where necessary
- ⇒ Increase the overall level of service
- ⇒ Curb and gutter installed in residential areas
- ⇒ Install a runaway truck lane uphill from the residential area
- ⇒ Install hydrologic controls where necessary
- ⇒ Install a passing lane below the Ontario Mine
- ⇒ Improve the grade where practical

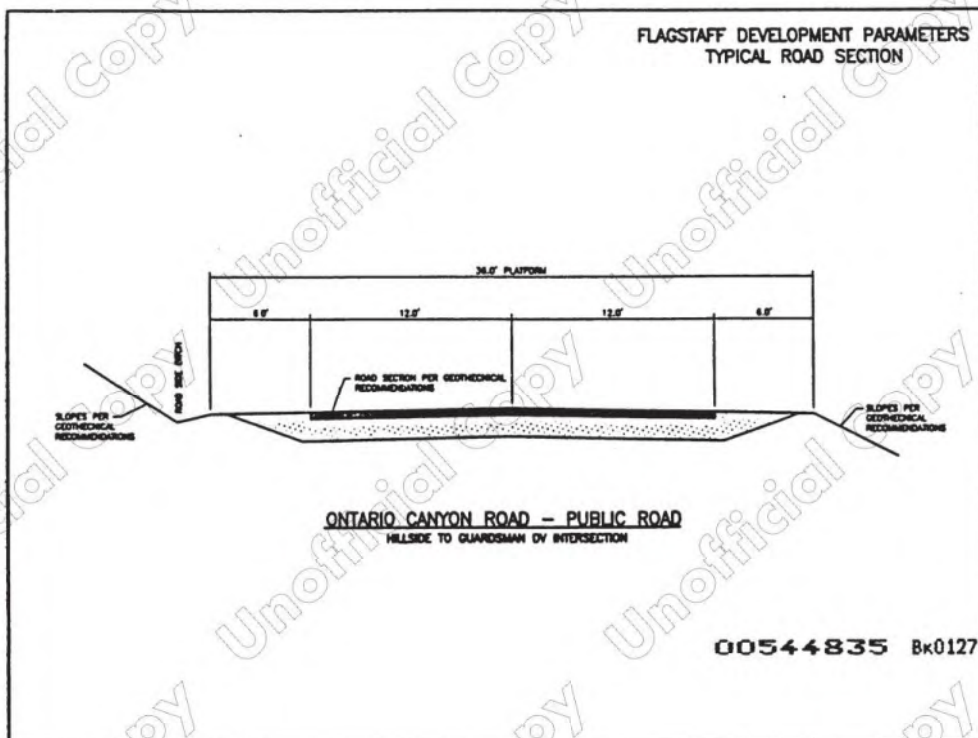
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Phase I

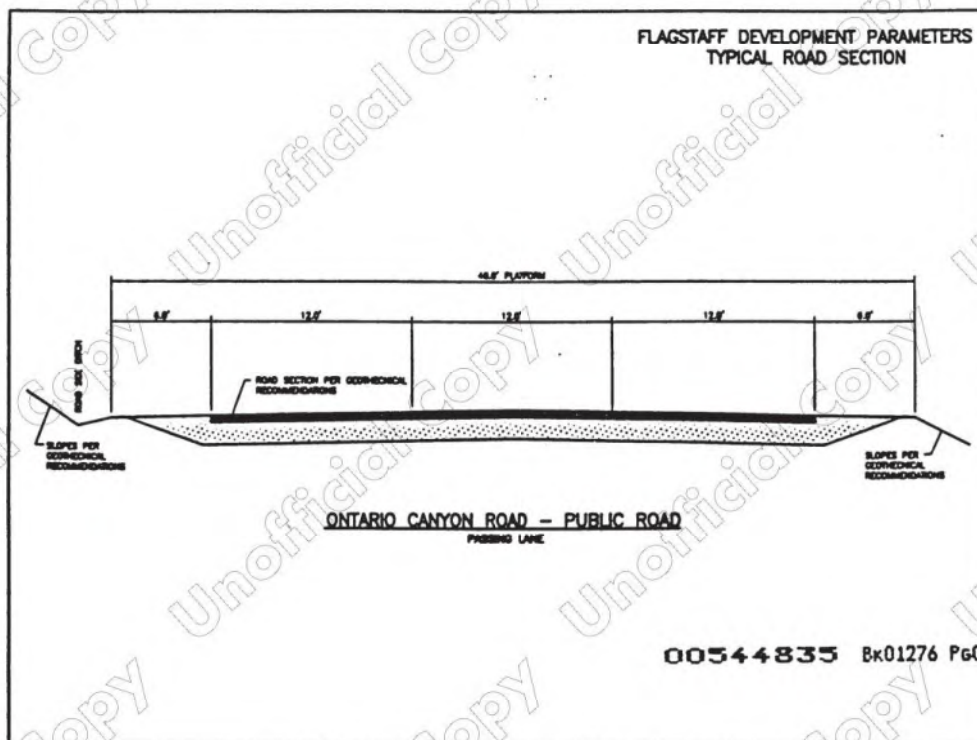
Segment 1- Station 30+00 to Station 70+00.

Segment 1 of Phase 1 extends from just below the sedimentation pond through to the beginning of the passing lane. The improvements to this section of road will generally follow the existing grading and alignment. The profile of the road is a 24' wide asphalt travel platform with six-foot shoulders on either side. The horizontal and vertical alignment will follow the existing road to minimize grading. It is possible that minor slope stabilization will be necessary on those slopes adjacent to the drain channel. A soils engineer will be overseeing the construction of the road and will make the determination in regards to the slope stability of the drain channel. Drainage improvements will consist of roadside ditching and culvert diversions to adjacent intermittent stream at appropriate spacing. Straw hay bales will be placed lengthwise at regular intervals to trap excess sediment.



Segment 2- Station 70+00 to Station 100+00

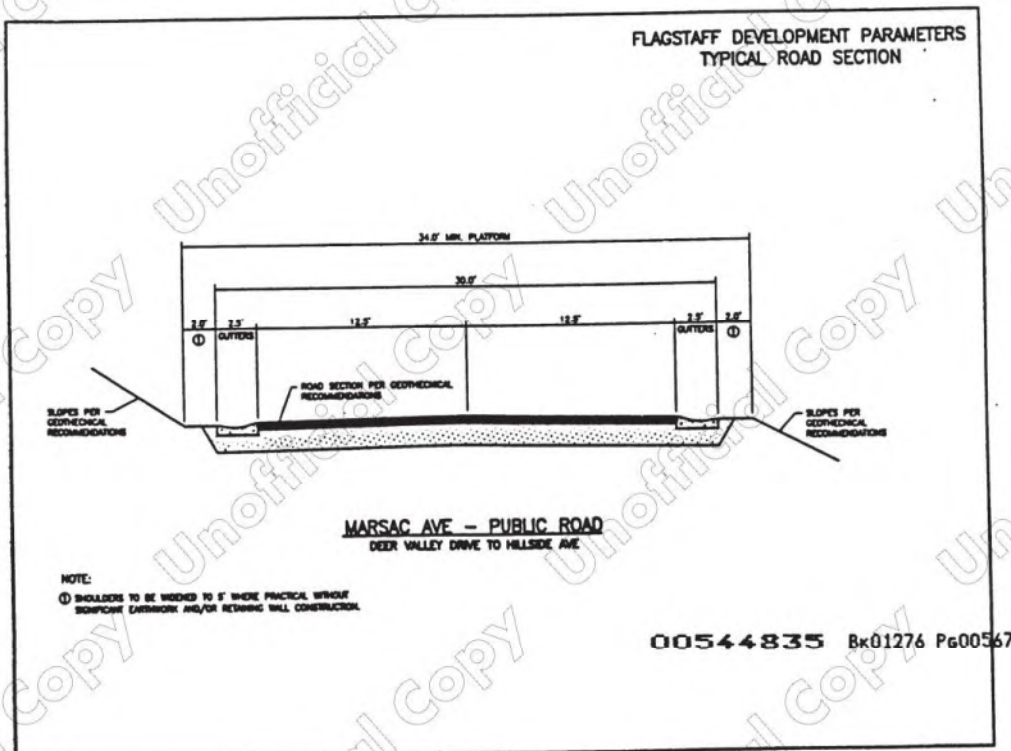
Segment 2 of Phase 1 consists of the route which begins at the passing lane and travels uphill to the Deer Valley connector road (Station 100+00). This segment is planned for extensive re-grading, widening and realignment. Due to the line-of-site situation which currently exists on the Mine Road, a passing lane is planned along the length of this segment. The general description is three 12' travel lanes (two uphill and one downhill) for a total of 36' of paved road width. The uphill truck passing lane should greatly increase the overall safety on the road. In addition, two six-foot shoulders are planned for construction on either side. The horizontal and vertical alignment will be reconfigured so that the maximum grade does not exceed 12%. This should also positively influence safety on the road. The drainage channel for this segment will be reconstructed adjacent to new alignment. The drainage channel will be a rip rap bed which consists of large rocks hand-placed in the channel. At regular intervals, straw hay bales will be placed lengthwise to trap sedimentation, which will develop from the construction of the road. Roadside drainage will have culvert diversions to the new channel at regular spacing.



Phase II

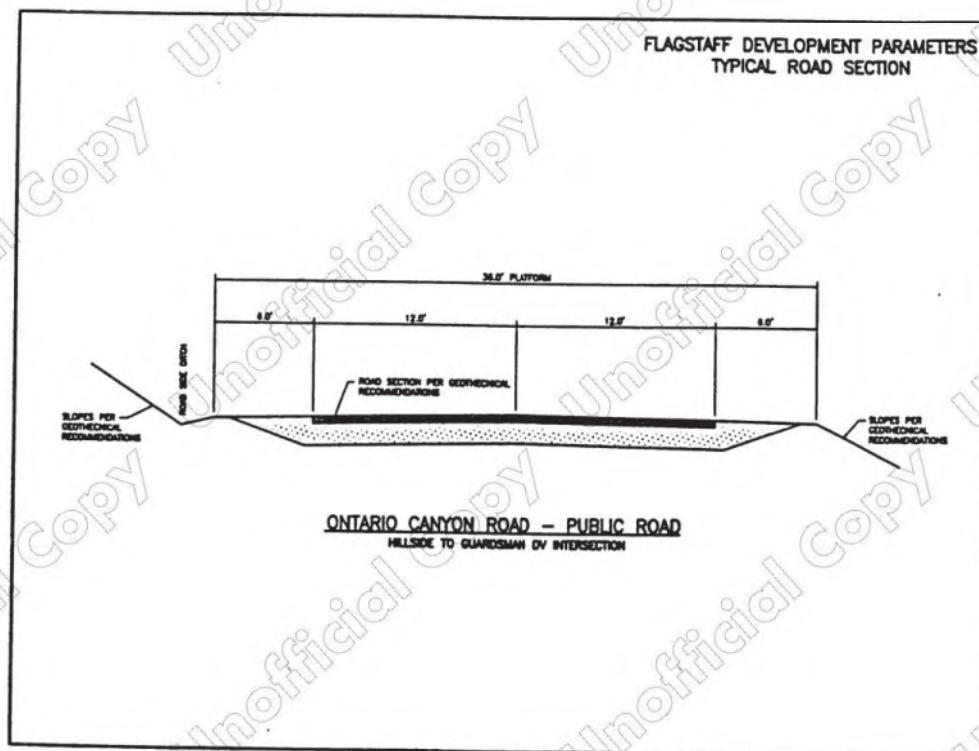
Segment 1. Station 0+00 to Station 20 +00

Segment 1 of Phase II extends from Deer Valley Drive and extends south to Hillside Avenue. General improvements to this section of road will be the installation of a 30' wide asphalt travel lane with 2' shoulders on either side. Curb and gutter will be installed along the entire length. General alignment will follow the current horizontal and vertical alignment to minimize grading and conflicts with existing driveways. Where practical, shoulder widths will be increased provided this does not involve extensive retaining wall work or regrading. Surface drainage will be channeled through inlets and drain lines where it will be connected to existing drainage facilities at the belt route intersection and above 4th Street parking structure. Electrical conduit and sanitary sewer will be placed along the length of this road and stubbed off. The future possibility exists to bury electrical lines in Old Town and the installation of conduit will circumvent the necessity of tearing up the road to do so.



Segment 2. Station 20+00 to Station 30+00

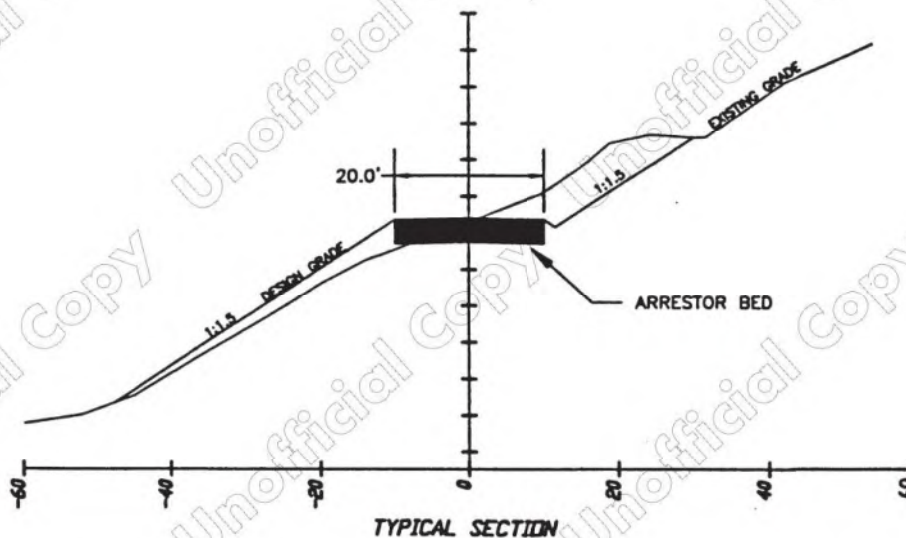
The road will have a 24' wide asphalt travel platform with 4' shoulders. Drainage will consist of inlets and drain lines which channel surface water to existing drainage facilities at the belt route intersection, above the 4th Street parking facility and above the Hillside intersection. Curb and gutter will be installed along the length of the improvements.



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Segment 3- Runaway Truck Lane at Station 30+00.

The construction of a runaway truck ramp is proposed as a safety consideration. This is a courtesy of the developer and should be recognized as such. There are no definitive design guidelines for runaway truck ramps from AASHTO (Fehr and Peers, 11/12/98, Scott Zeigler). Basic criteria emphasize that the offset degree of the ramp to the road should be as minimal as site constraints allow. 20 feet in width is recommended as an adequate width to handle most big trucks without requiring excessive handling by the driver. The AASHTO manual recognizes that runaway truck ramps, out of necessity, need to take into account the nature of the site and design a best fit for that particular piece of property. Options for increasing the efficiency of the ramp include increasing the upward slope and installing sand piles at regular spaced intervals to slow the progress of the vehicle. At present, the Project Engineer (John Demkowicz, Alliance Engineering) is conferring with City's Engineer to determine the best layout and course for the runaway truck ramp.



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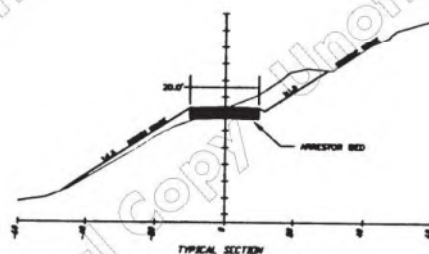
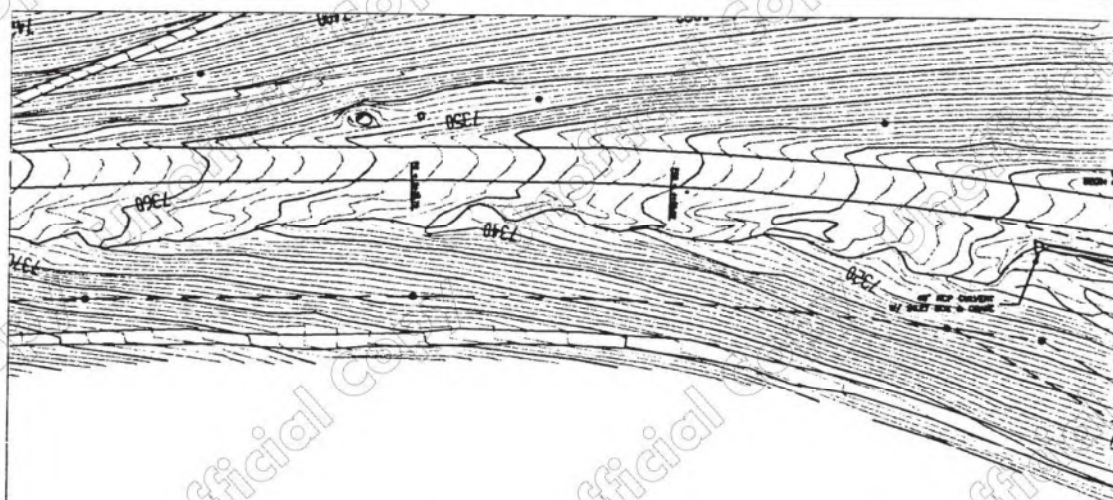
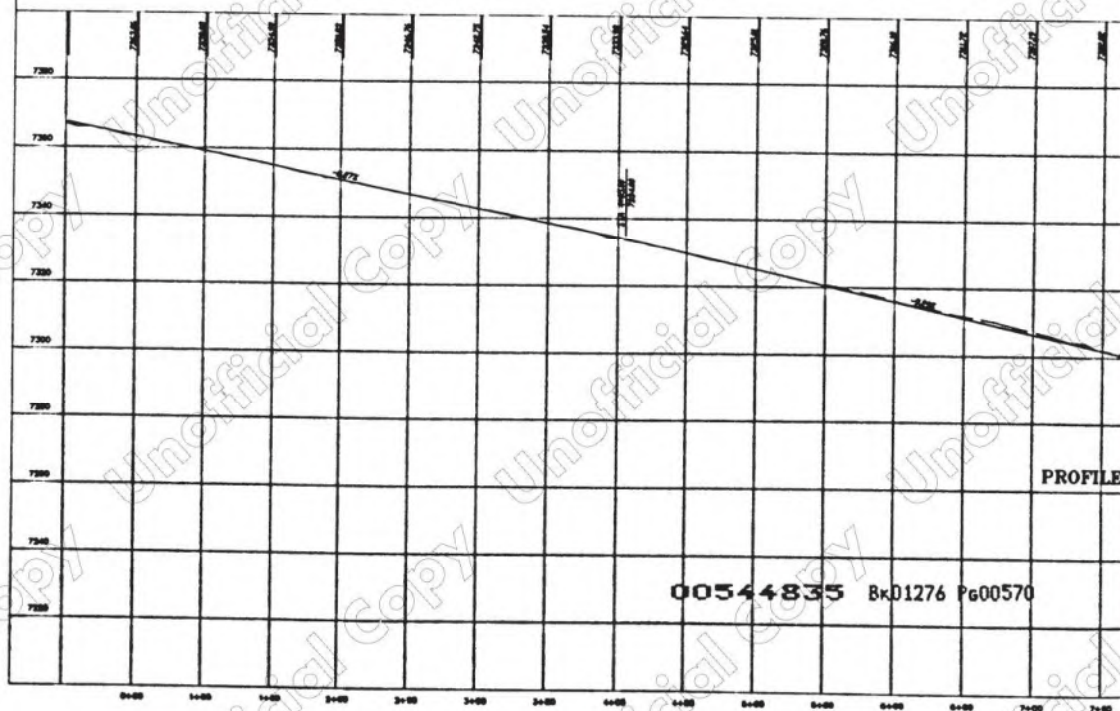
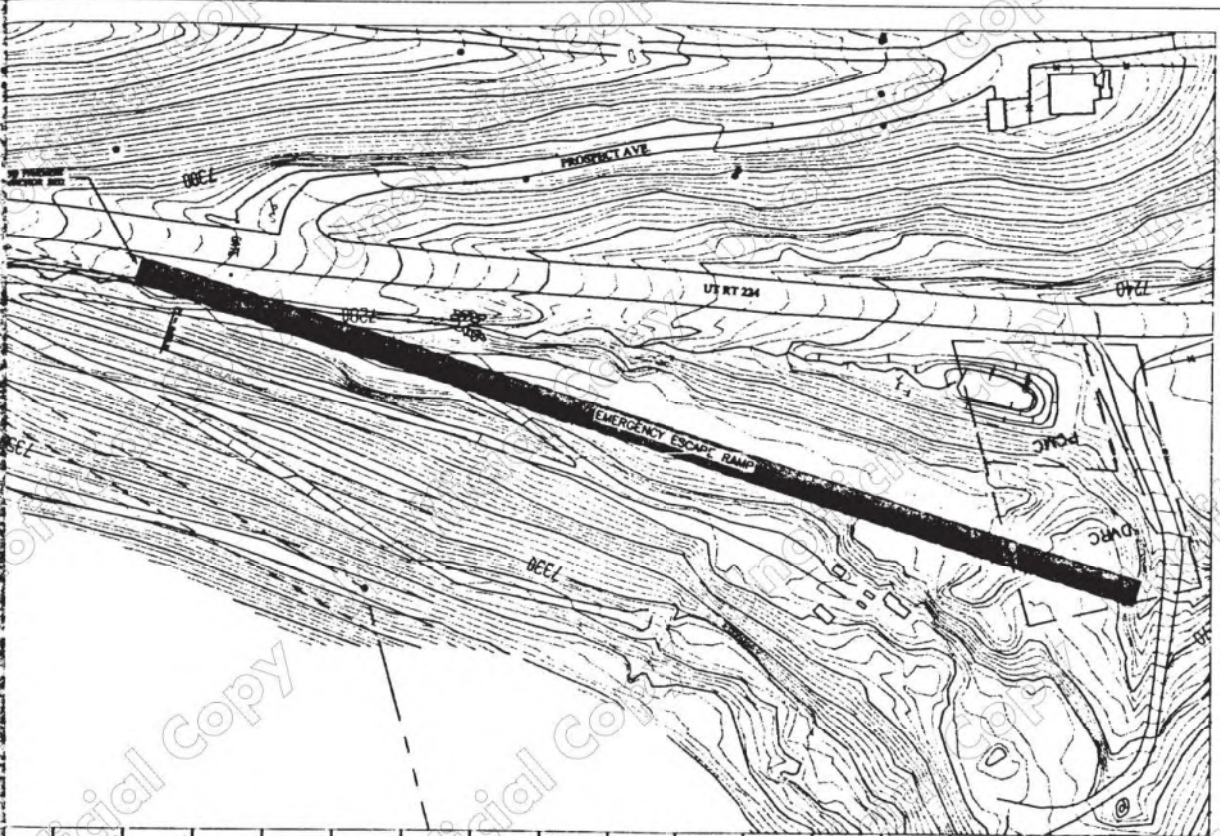


EXHIBIT "N"



00544835 Bk01276 Pg00570



00544835 Bk01276 Pg00571

OPTION 3



(435) 640-5457 CONSULTING ENGINEERS, LAND PLANNING, ARCHITECTS 200 WEST STREET, P.O. BOX 2001, PARK CITY, UTAH 84060	REVISED:	STAFF: R. McMANON	PAGE 1	EMERGENCY ESCAPE RAMP PLAN & PROFILE FOR: U.P.C.M.C. JOB NO.: 28-S-91 FILE: \UPCMC\E-001
	DATE: 4/30/98	OF 1		

TRI-COUNTY PEAK
To BRIGHTON
PUBLIC PARKING - 15 CARS
SALT LAKE COUNTY

10,420'

BLOOD LAKE

GIRL SCOUT CAMP

BIRCHHALL LAKE / I

SILVER LAKE I

SILVER LAKE II

LAKE LACMAWASH

CLAYTON PEAK



JUNE 1999



0 400 800 2000

BONANZA MOUNTAIN

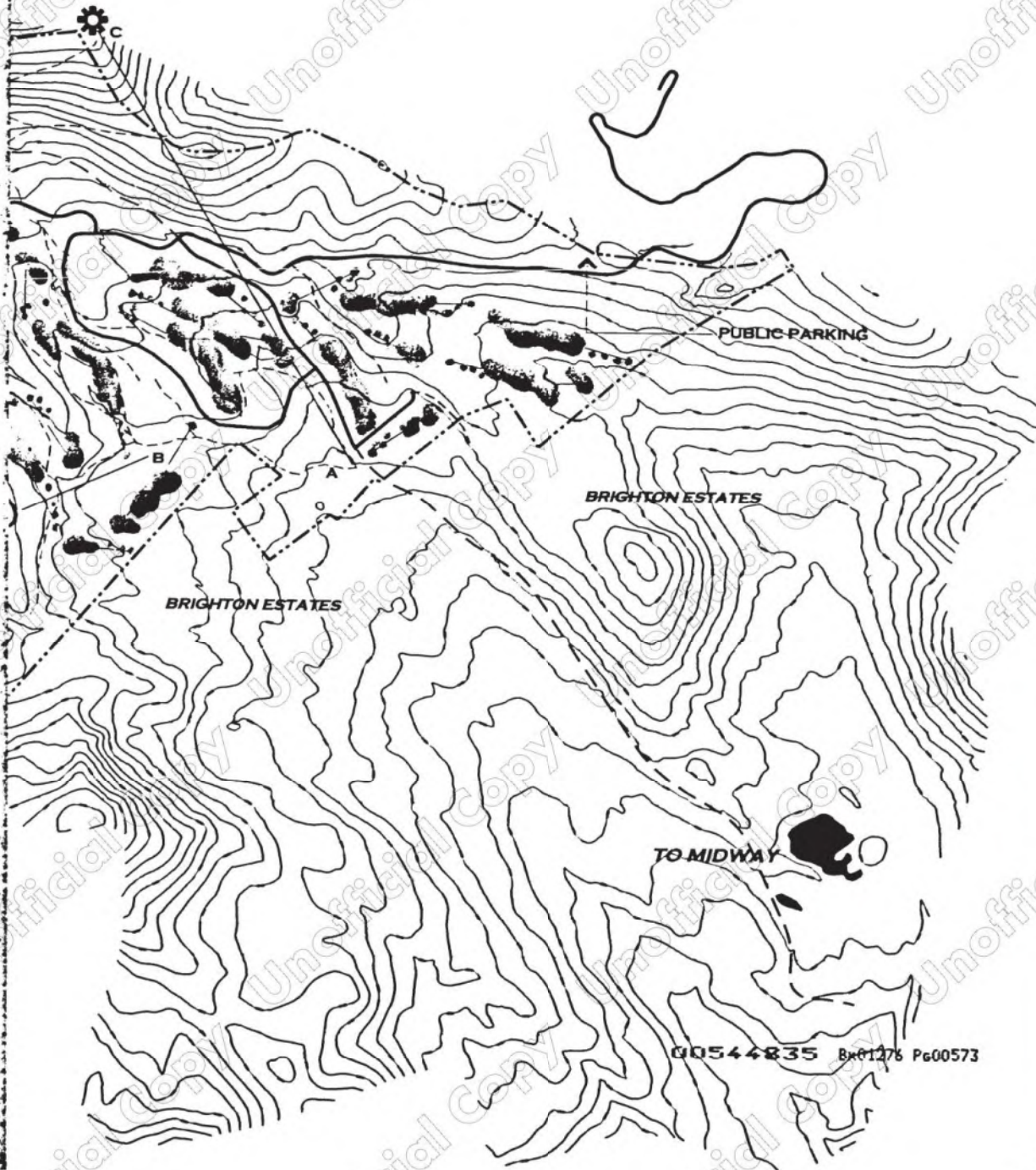
WASATCH COUNTY, UTAH

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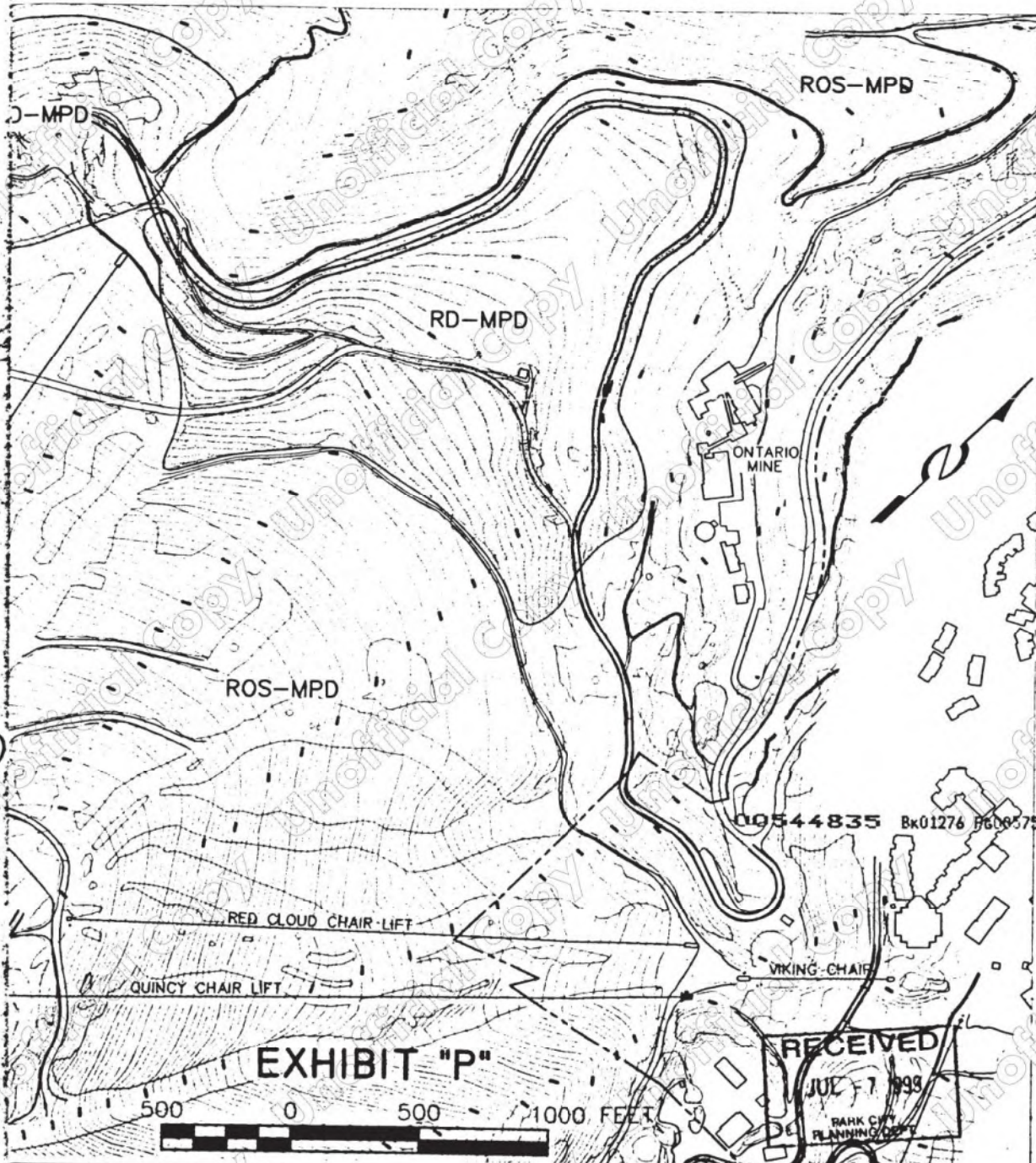
FORWARDED FROM
UNITED PARK CITY MINES COMPANY
P.O. BOX 1000
PARK CITY, UTAH 84302
(801) 798-1111

LANDSCAPE
JOSEPHSON DESIGN
P.O. BOX 1100
PARK CITY, UTAH 84302
(801) 798-1111

EXHIBIT O







alliance
CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
132 Main Street P.O. Box 2884 Park City, Utah 84060
(435) 846-8487

REVISED:

STAFF:
S. DECKERT
D. CARDWELL

DATE: 6-9-99

PAGE
1
OF
1

FLAGSTAFF MOUNTAIN RESORT
DEVELOPMENT PODS
"ZONING MAP"

FOR: UPCM
JOB NO.: 5-2-94
FILE: \UPCM\OVERALL\ZONING

June 3, 2002

RESOLUTION NO. 2002-18

**RESOLUTION ADOPTING AN INTERLOCAL COOPERATION AGREEMENT
BETWEEN SUMMIT COUNTY AND PARK CITY MUNICIPAL CORPORATION
FOR A JOINT PLANNING PROCESS OF THE QUINN'S JUNCTION AREA**

WHEREAS, Summit County and Park City Municipal Corporation (PCMC) have interests in managing urban development in the Quinn's Junction area as illustrated on Exhibit A; and

WHEREAS, both parties recognize that the Quinn's Junction area is experiencing urban development pressure including increases in applications for development approvals, and that both entities have valid concerns with the nature, phasing and timing of future development and the manner in which services are provided; and

WHEREAS, both parties recognize that development approvals may have impacts on both Summit County and PCMC; and both parties also agree that it is in the best interests of a master planning process that no new development proposals in the study area identified by Exhibit A be processed until the study is complete. Also that existing proposals in the study area receive no additional approvals until such time that criteria for reviewing and evaluating these requests are developed with opportunity for input from property owners, residents and the Planning Commissions and Staffs for both PCMC and Summit County; and

WHEREAS, both parties also recognize that future development in the Quinn's Junction area may impact the ability of Summit County and PCMC to provide infrastructure and services; and

WHEREAS, Summit County and PCMC recognize their common interests and desires are to protect the environmental and aesthetic attributes of the Quinn's Junction entry corridor; and

WHEREAS, development occurring in the Quinn's Junction vicinity should occur in a manner that respects and recognizes the natural amenities, infrastructure capabilities, and unique qualities of the area; and

WHEREAS, it is in the best interests of both Summit County and PCMC that development occurs in the Quinn's Junction area which results in the efficient delivery of governmental services and infrastructure by either or both entities; and

WHEREAS, Summit County and PCMC recognize the importance of maintaining a balance between potential new sources of economic development and the conditions necessary to preserve the existing resort and agricultural elements of the economy; and

WHEREAS, it is the intent of Summit County and PCMC that development occurring adjacent to PCMC's municipal boundary be consistent, where practicable, with the development objectives of both jurisdictions; and

WHEREAS, both Summit County and PCMC have developed and adopted general plans, including the Snyderville Basin General Plan and the Park City General Plan, identifying the public goals and policies for their respective jurisdictions;

NOW, THEREFORE, BE IT RESOLVED that Summit County and PCMC enter into this Agreement under the provisions of the Utah Interlocal Cooperation Act, Utah Code Ann. §11-13-1 to -37, to foster the legitimate interest of Summit County and PCMC actively working together to manage growth and development in the Quinn's Junction area. The parties therefore agree as follows:

1. **PURPOSE OF THE INTERLOCAL COOPERATION AGREEMENT - SUMMIT COUNTY AND PCMC - RECOMMENDATIONS AND ACTIONS.** It is the purpose of this Interlocal Cooperation Agreement to secure for the citizens of Summit County and PCMC, coordinated and cost effective management of growth and development, especially as it relates but is not limited to, the provision of necessary services, roads, storm drainage, flood control works, parks and recreation facilities, water quantity and availability, water quality and water storage, pedestrian paths, open space and trail networks, police and sheriff services, fire protection and other infrastructure, services and amenities and the equitable levying of growth induced costs upon new development in the Quinn's Junction Area.

The need for joint planning and the preparation of a land use study of the Quinn's Junction area is based upon the following factors, among others:

- (a) The likelihood that development, the provision or extension of capital improvements, or land use regulations will have significant impacts across jurisdictional boundaries.
- (b) The determination of which public facilities and services should be provided by which jurisdiction(s); and
- (c) The joint familiarity of the County and PCMC with development proposals and the establishment of compatible development standards and patterns for future growth to follow further increases in the well-being, health and safety of County and PCMC residents.

2. **LAND USE PLANNING RESPONSIBILITY.** The land use planning authority for lands outside the PCMC corporate boundary, as shown on Exhibit A, is the responsibility of

Summit County. Within the corporate boundaries of PCMC, as shown on Exhibit A, the land use planning authority is the responsibility of PCMC.

3. **ORGANIZATION.** The Quinn's Junction study shall be coordinated jointly by the Summit County Community Development Director and the Park City Community Development Director, or their designees. An advisory subcommittee consisting of three (3) members each, of the Snyderville Basin Planning Commission and the Park City Planning Commission shall be appointed by each Planning Commission to provide assistance to the planning staff with the preparation of the scope of work for the Study. The joint subcommittee of the Snyderville Basin Planning Commission and the Park City Planning Commission, therefore, will meet as the need determines, to prepare parameters for a study of the Quinn's Junction area which will evaluate existing and potential future land use, infrastructure, governmental services, the timing, location and extent of future development, and other planning issues related to development proposals, applications, general plan amendments, or other issues concerning the future development of the Quinn's Junction area. The subcommittee shall also assist in the review and evaluation of the technical reports produced during the Study, and may be called upon to attend public meetings with property owners, and area residents. It is anticipated that a request for qualifications (RFQ) and/or a request for proposals (RFP) will be issued in order to contract a qualified consultant to assist with administering the process, compiling the information requested, and drafting a set of recommended guidelines derived from the parameters established by the advisory subcommittee and planning staffs. A final choice of consultants will be made jointly by the directors after a recommendation from the advisory subcommittee. All conclusions and recommendations of the Study shall be forwarded to the Snyderville Basin Planning Commission and the Park City Planning Commission for final review and recommendation to the governing bodies of Summit County and PCMC.

4. **QUINN'S JUNCTION JOINT PLANNING AREA.** The area affected by this Agreement consists of the incorporated area of PCMC, and the unincorporated area of the Snyderville Basin in Summit County as shown on Exhibit A.

5. **REVISIONS AND MODIFICATIONS.** Modifications to this Agreement may be made from time to time in writing, with the approving resolutions/ordinances of the governing bodies of the County and PCMC. This Agreement may be terminated by either of the parties by written notice.

6. **FINANCING.** Summit County and PCMC are operating independently from each other, with the understanding that eligible costs to conduct the study of the Quinn's Junction area will be equally shared by each jurisdiction with costs not to exceed fifty thousand dollars by either jurisdiction unless agreed to in writing. Additionally, before a contract for work is awarded, a performance based contract based on the needs identified by the advisory subcommittee will be prepared for approval by the Development Directors or their designees.

7. **SEPARABILITY.** If any portion of this Agreement or its application to specific

circumstances is held invalid by a court of competent jurisdiction, the remainder of the Agreement and its application to other circumstances shall be unaffected.

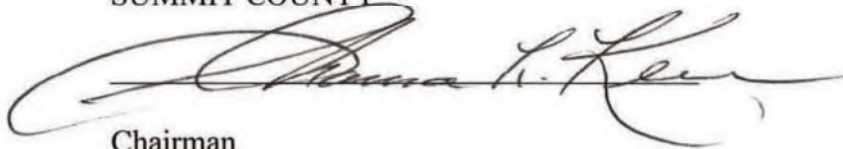
8. **NO SEPARATE ENTITY.** This Agreement does not create a separate legal or administrative entity and no third party rights are created by the enactment of this Agreement. Both parties are cooperating jointly together to exercise their individual powers and privileges.

9. **TERM OF AGREEMENT.** This Agreement shall have an initial term of one (1) year, and may be renewed by resolutions of the governing bodies of the County and PCMC. The roles and responsibilities of both parties shall be as set forth herein and this Agreement is limited in its scope and effect as identified.

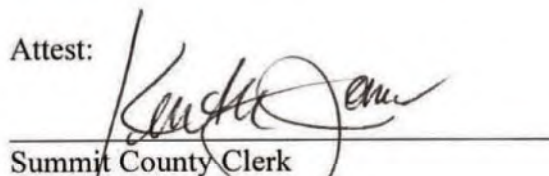
10. **DEVELOPMENT APPROVALS.** The parties hereby agree and covenant that during the term of this agreement, no development approvals and/or applications shall be considered on property within the study area (Exhibit A). The parties further agree that no *ex-parte* communication between a single party and developer or property owner will occur without the prior consent of the other party to this agreement.

PASSED AND ADOPTED this 18 day of July, 2002.

SUMMIT COUNTY


Chairman

Attest:


Summit County Clerk

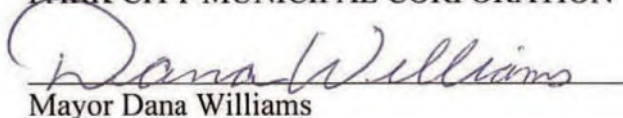
Approved as to form:


Attorney for Summit County



PASSED AND ADOPTED this 1 day of AUGUST, 2002.

PARK CITY MUNICIPAL CORPORATION


Mayor Dana Williams

Attest:

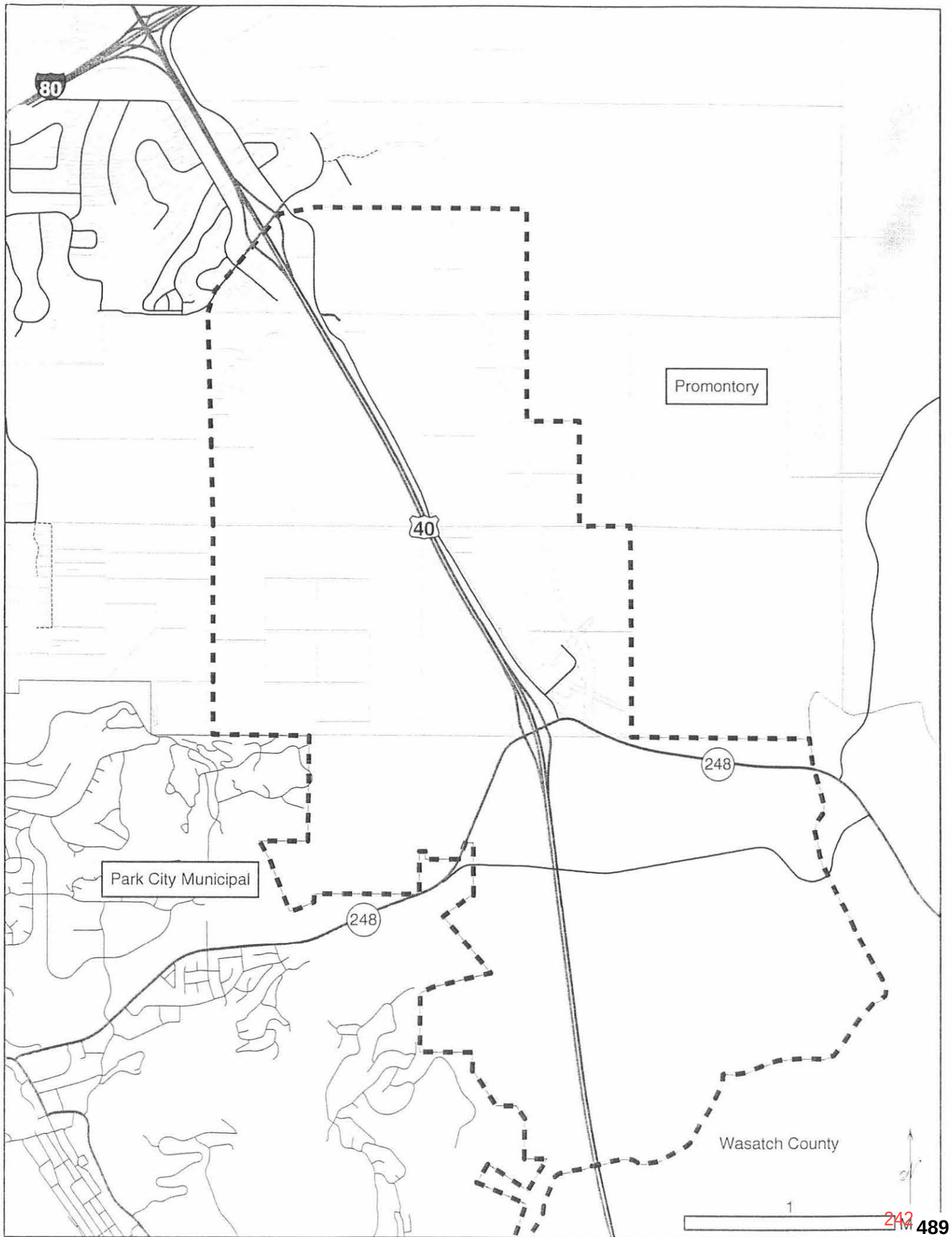
Janet M. Scott
City Recorder



Approved as to form:

Reddy
Attorney for Park City

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LETTER OF INTENT

Snyderville Basin Planning Commission and Park City Planning Commission Joint Planning Effort for Quinn's Junction Area Plan March 2002

Purpose:

The purpose of the Letter of Intent is to clarify the understanding of the Snyderville Basin Planning Commission (SBPC) and the Park City Planning Commission (PCPC) pursuant to a joint planning effort for the area surrounding Quinn's Junction located at the intersections of State Highways 248 and 40. SBPC and PCPC agree in concept to the following work program and cost sharing contingent upon further discussion and approval of the Summit County Board of Commissioners and the City Council of Park City. The following concepts and ideas are not binding on the parties of this Letter of Intent until an Interlocal Planning Cooperation Agreement is approved by the appropriate jurisdictions.

Inter-governmental Joint Planning Principals:

1. The Snyderville Basin and Park City have mutual interests in managing growth and development so as to preserve our health, safety and welfare, critical natural features and our desirable quality of life.
2. The Park City General Plan has specific policies addressing "Joint Planning Areas", of which the Quinn's Junction Area is included, and the Plan strongly encourages working with Summit and Wasatch Counties on regional planning issues.
3. The Snyderville Basin General Plan acknowledges the desire to work with Park City "to achieve objectives important to both entities such as the provision of affordable housing, open space corridors along major highways, a community-wide trails network and a hospitable ambiance for promoting tourism".
4. The Snyderville Basin Planning Commission and the Park City Planning Commission are often faced with similar issues which could be more effectively resolved with cooperative planning policies and principals relating to those areas bordering Park City which are of mutual concern, thereby providing a more unified voice for both planning commissions.
5. Policy 10.14 of the Snyderville Basin General Plan indicates that, "Summit County should cooperate with Park City in achieving common and mutually beneficial objectives, including but not limited to the establishment of a Basin-wide trails network, aesthetically pleasing view corridors along major roadways, promoting a sense of hospitality for the tourist based economy, affordable housing, mass transit, and similar actions".

6. The East Basin Neighborhood Planning Area, as defined in the Snyderville Basin General Plan, establishes that Summit County will work with Park City on annexation and jurisdictional matters related to development in this area. It is Summit County's objective to: 1) ensure proper planning and design, 2) that community benefits, will accrue to the community as a whole, 3) and that the County and its Special Service Districts will not incur any negative fiscal impacts from the cumulative development in this neighborhood.

7. The Park City Planning Commission and the Snyderville Basin Planning Commission are committed to jointly developing a land use concept plan for the area surrounding the intersection of State Highway 248 & 40. This area is contained in the County's East Basin Neighborhood Planning Area and is referred to as the East Corridor by Park City.

8. Numerous meetings of subcommittees of the Snyderville Planning Commission and the Park City Planning Commission have produced mutually acceptable planning concepts and a vision for this planning area. However, these planning concepts have not yet been formalized and adopted by either jurisdiction.

Suggested Joint Planning Cost Sharing and Consultant Selection:

1. The SBPC and the PCPC will establish a task force consisting of members from each commission plus one or more staff members from each commission to prepare a detailed work program for the study of future land uses in the Quinn's Junction Planning Area. This document shall provide the basis for a Request for Qualifications and/or Request for Proposal if it is determined that consulting services will be necessary.

2. SBPC and the PCPC acknowledge that use of consultants or contract employees may expedite essential elements of the study. If consultants or contract employees are used the SBPC and the PCPC shall agree on the selection, estimated cost and work program. Supervision will be provided by the Park City Community Development Department Staff and the Summit County Community Development Department Staff with assistance from the SBPC and the PCPC for project specific tasks.

3. The Summit County Board of Commissioners has authorized up to \$50,000 for the study of the Quinn's Junction Planning Area. The PCPC has indicated their support for jointly funding, with the SBPC, the cost of preparing the study and plan. The PCPC will make this recommendation to the City Council of Park City at the earliest opportunity. The maximum amount to be funded by Park City would be \$50,000 with the intention of each organization funding an equal amount of the cost. It is agreed there will be no charge for staff time or indirect overhead costs of either agency/organization during the planning phase of the study.

Suggested components for Quinn's Junction Area Plan Work Program:

1. Identify and agree on the extent of the Study Area.
2. Research and identify any existing development agreement, water rights agreements, annexation agreements, pre-annexation agreements or possible development vested rights claims for all property in the Study Area.
3. Establish a public participation process which allows opportunity for property owners and interested citizens to provide suggestions, register concerns and to participate throughout the planning process.
4. Invite current landowners to provide input on proposed plans.
5. Identify the location and type of existing development and utilities crossing or in close proximity to the Study Area.
6. Identify traffic capacity of major roads and highways serving the study area.
7. Identify key visual, environmental and natural resource features in the area to be preserved.
8. Identify and classify any existing environmental health hazards in the area.
9. Create vision statements for the area which are consistent with community input, Park City Municipal Corporation and Summit County General Plans, and which establishes the basis for the location, extent and timing of future land uses.
10. Identify potential sites, consistent with the vision statements, that could possibly accommodate selected future land uses (receiving areas).
11. Determine the optimum timing and jurisdiction for utility extensions into the study area.
12. Identify key community and regional benefits necessary for any development which may be proposed in the study area.
13. Identify significant impacts on the Study Area of approved or proposed development, both in Summit and Wasatch Counties.

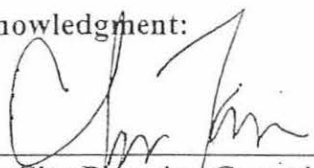
Note: Establishing a well-defined boundary or edge to the Park City Municipality.

Proposed Interlocal Planning Cooperation Agreement:

Prior to joint planning funds being expended for consulting services, the SBPC and PCPC will propose an Interlocal Planning Cooperation Agreement for approval by the Summit County Board of Commissioners and the City Council of Park City.

The Interlocal Planning Cooperation Agreement will set forth the responsibilities and expectations of the parties for the work program, consulting services, management and supervision, and cost sharing for the study.

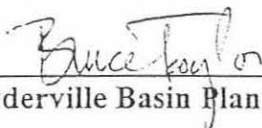
Acknowledgment:



Park City Planning Commission

4/23/02
Date

Acknowledgment:



Snyderville Basin Planning Commission

4-9-02
Date

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QUINN'S
JUNCTION

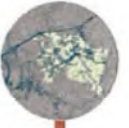
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494

NEIGHBORHOOD 10: QUINN'S JUNCTION

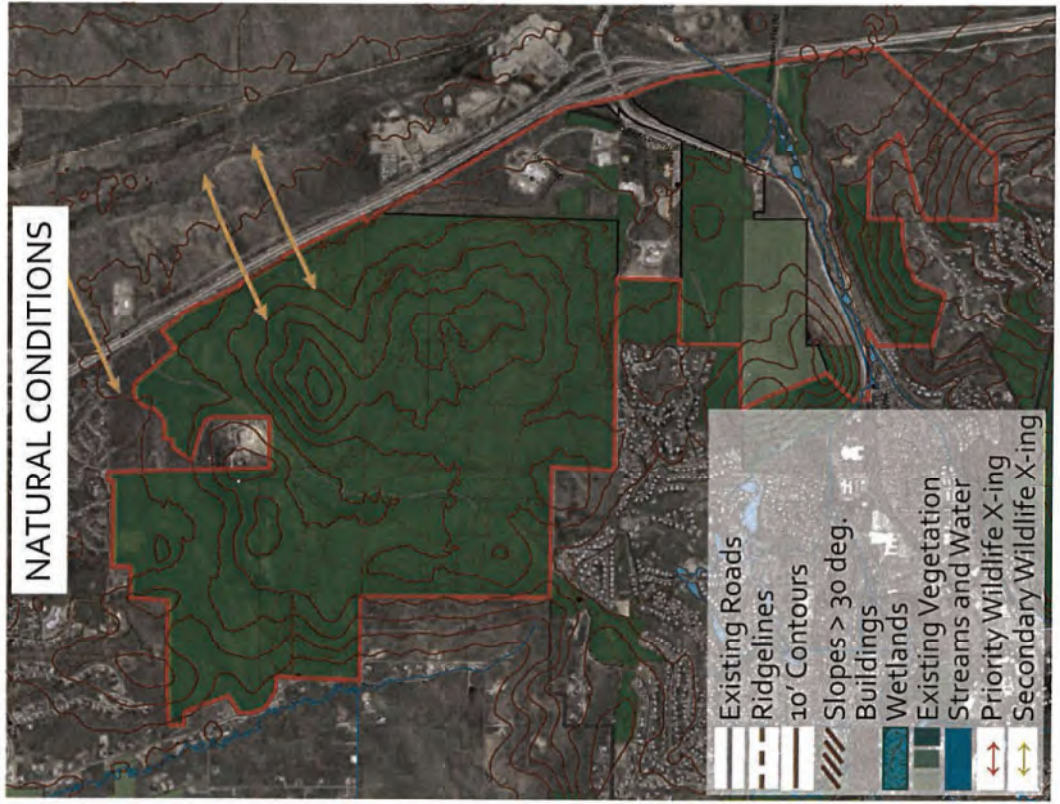
QUINN'S
JUNCTION

257



QUINN'S JUNCTION

Map 1

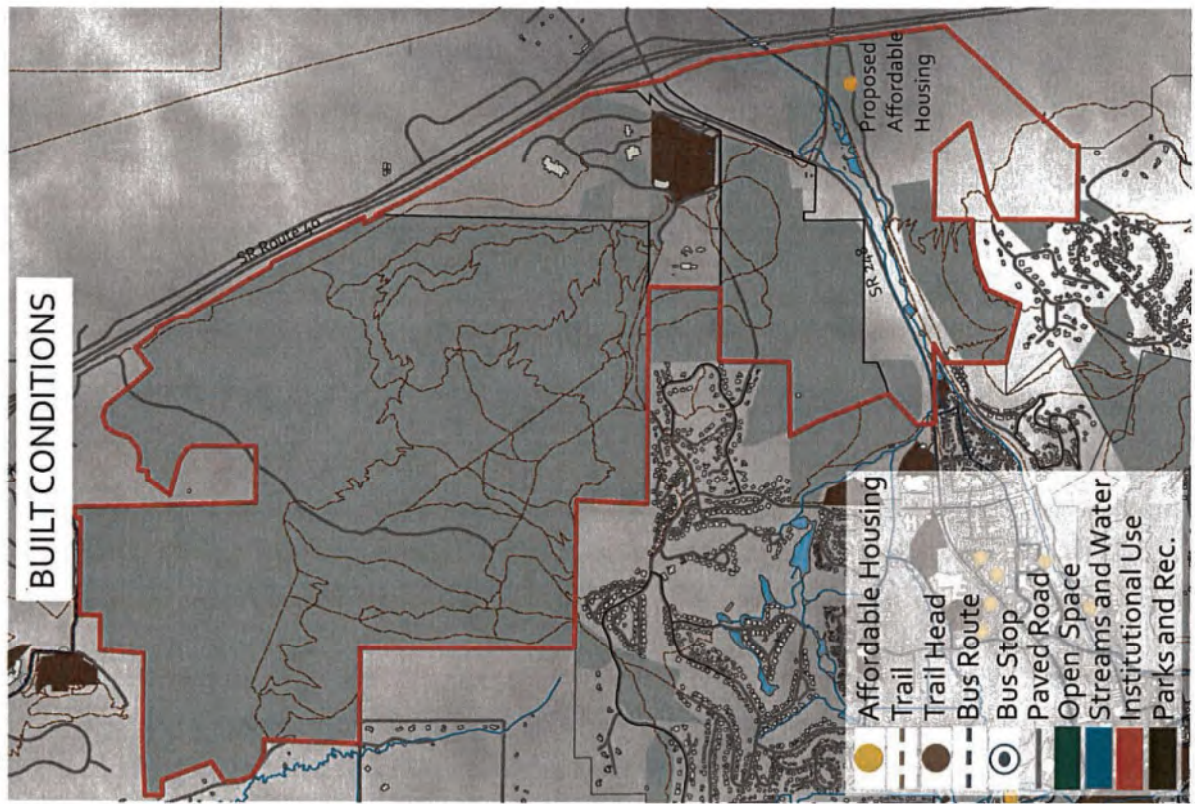


Total Area (sq. miles)	1.20 square miles
Total Area (acres)	1,009.61 acres
Total Built Residential Units	0
Unbuilt Units	239 Residential
% of Total Park City Units	0%
Average Density	3.22 units per acre
Range of Density	0.18 - 33.3 units per acre
Population	3
Number of Businesses	5
% of Park City Businesses	1%
Housing Type	Single Family and Multifamily
Historic Sites	None
Affordable Housing	PC Heights (including IHC units) proposed
Occupancy	None
Neighborhood Icons	National Ability Center US Ski Association Training Center People's Health Clinic PC Ice Arena and Sports Center IHC Hospital Summit County Health Sports Center Round Valley trail and cross country ski network, Rail Trail
Parks	
Amenities	
Trails	Round Valley
Walkability	Extremely Low. Regional destination with no built housing

* HOAs may exist in this neighborhood; please refer to page 10.

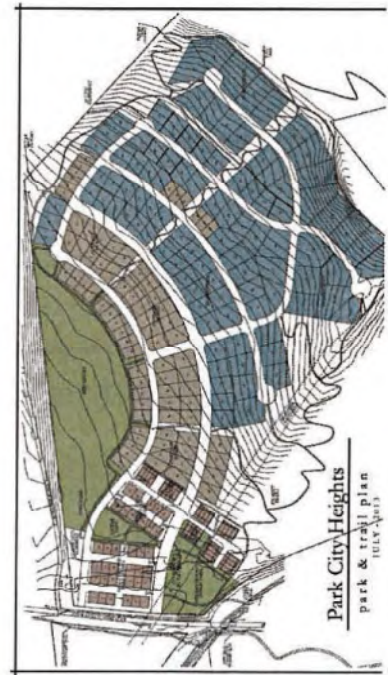


Map 2





Quinn's Junction is dominated by open space with Round Valley as the vast backyard to the existing development. On the north-west corner, regional institutional uses are located on large lots with on-grade parking. Future clustered residential development will occur on the south-west corner within Park City heights.



10.1. Quinn's Junction Neighborhood: Regional Planning to guide future development along a City boundary.

Between July 2002 and October of 2004, Park City and Summit County worked together to create a shared land use plan for future development of the area between SR-248 and Highway 40 to the Silver Summit intersection. During the collaborative public planning process, input from stake holders was collected. Also, the planning staff of both entities reviewed the two general plans to identify commonalities. The result of the combined efforts is the Quinn's Junction Joint Planning Commission Principles. On October 11, 2004, the Planning Commission adopted the planning principles with the understanding that the shared principles were not intended to be a formal land

use plan and the adoption of the principle did not modify the general plans or development codes. The stated purpose for the draft principles was to provide a higher level of detail or a greater resolution between the two existing general plans and provide guidance during future amendments to the general plan.

The Quinn's Junction Joint Planning Principles are separated into two categories: Development Densities and Land Use and Development Patterns. The Principles are noted in detail after the following page. A series of maps representing the Quinn's Area follow the Principles.

The area has evolved since the creation of the 2004 Quinn's Joint Planning Commission Principles. Development over the past decade within Park City includes many institutional

uses including IHC Hospital, PC Ice Arena and Sports Center, the People's Health Clinic, Summit County Health Center, and the United States Ski Association Training Center. The City reviewed two master planned development projects on the south side of SR 248 during this time frame as well. The approved Park City Heights residential Master Planned Development includes 239 new residential units and the Quinn's Junction Partnership Annexation consists of 1 movie studio complex, a hotel with up to 100 rooms, and a retail area. Concurrently, approximately 1365 acres within Round Valley were purchased as open space, preserving the view corridors on the west side of Highway 40 between Silver Summit and Quinn's Junction in perpetuity.

The following Joint Planning Principles recommend development patterns of

clustered development balanced with preservation of open space:

1. Cluster in identified areas and around exiting development maintaining consistency among uses.
 2. Public preserved open space and recreation is the predominant existing land use in the study area. Clustered development should be designed to: enhance public access through interconnection of trails, preserve public use and enjoyment of these areas, and continue to advance these goals along with the preservation of identified view sheds and passive open space areas.
 3. Preserve a substantial open space corridor through the study area.
- The West side of Highway 40 has built out following the Quinn's Junction Joint

Planning Commission Principles with clustered development at the interchanges and protected open space between the two development nodes. The East side of the highway has followed the same development pattern on the with clustered development at the Silver Summit and the Quinn's Junction interchange, with the exception of protecting the undeveloped land in-between. The City should continue to work with the County to maintain the view corridors along the East side to mirror the preserved open space to the West. The open space of Round Valley protects a wider expanse of land than originally identified within the Quinn's Junction Joint Planning Commission map. The Quinn's Junction Joint Planning Commission Principles map should be amended to reflect the protect lands and to create protected east-west wildlife corridors. Protected wildlife

corridors not only prevents fragmentation of ecosystems but also benefits the community with protected view corridors and sensitive lands and increased low-impact recreational activities. Soil contamination in this area is also of concern and under the jurisdiction of the federal government.

In an agreement called an Administrative Settlement Agreement and Order on Consent (AOC) for EE/CA (Engineering Evaluation/ Cost Analysis) Investigation and Removal Action, the Environmental Protection Agency, Region 8 (EPA) published its revised cleanup area for the Richardson Flats Tailings Superfund Site in Park City and Summit County. It is anticipated that EPA will oversee the development of a cleanup plan to address

historic mine tailings in the Silver Creek floodplain, which is on Utah's list of impaired waters due to contamination from cadmium, zinc and arsenic. An EPA cleanup plan would involve design and cost analysis, public comment, implementation and long-term maintenance. Federal law provides that such an EPA cleanup plan would not require state and local permitting.



Quinn's Junction Joint Planning Commission Principles (2004)

Development Densities and Land Uses

1. Initial project analysis should commence with a review of property's base density (subtracting wetlands, slopes, wildlife areas, flood plain, etc.)
2. Consider density bonuses for preservation of key open spaces identified in the study area.
3. Density should result in significant public benefits that promote Park City's resort, recreation, tourism and resort-based, second home economy.
4. Highway service commercial / convenience retail and regional/big-box retail commercial will not be considered in/along the Highway 40/SR 248 corridor.
5. A site for institutional development will be considered in the study area with the potential institutional uses limited to: a hospital, educational facility, recreation / sports training facility, or an arts / cultural heritage / history based institution.
6. A limited expansion of the existing light industrial/incubator service commercial uses along the east side of Highway 40 should be considered. Said expansion should be clustered to the greatest degree possible to minimize sprawl and should include re-development / clean-up of existing businesses, land use patterns, circulation, etc., that have been detrimental to the environment, aesthetics, or function of the area. Density incentives would be considered for preservation of key open space areas within the boundaries of the study, particularly those advancing the goals of the study for preservation of the 248 entry corridor. It should be noted that many of the above principles will be further specified by forthcoming amendments to the Snyderville Basin Development Code, which will more serve as the actual governing document for proposals including these types of uses in the study area.
7. Neighborhood Commercial uses will be considered in the Silver Summit area east of Highway 40 and a more limited (in use and overall density) neighborhood commercial node could be considered on the west side of Highway 40. Potential for expansion of these uses may be through density receiving mechanisms to be identified in forthcoming Development Code changes.
8. Recreation and Open Space will be the encouraged use in the Richardson's Flat area. The majority of this area is governed by and

must be reviewed for consistency with the 1999 Flagstaff Mountain Development Agreement, which stipulates golf course, active recreation, equestrian and preserved open space as allowed uses.

9. Clustered residential development may be considered in areas indicated on the accompanying map of the study area and specified for base density. Initial evaluation of density for projects in the study area shall be based on Summit County Base Density allowances as specified in the Code in effect at the time of application. The maximum density that will be considered in Base Density areas for projects complying with all preferred development patterns and principles will be limited to the densities specified for rural areas in the Summit County Development Code or where applicable the Estate Zoning provisions of the Park City Land Management Code. Code provisions in effect at the time of application will apply. Only potential receiving areas or the parcel identified for potential employee housing in the existing Flagstaff Mountain Development Agreement will be considered at higher densities.

Development Patterns

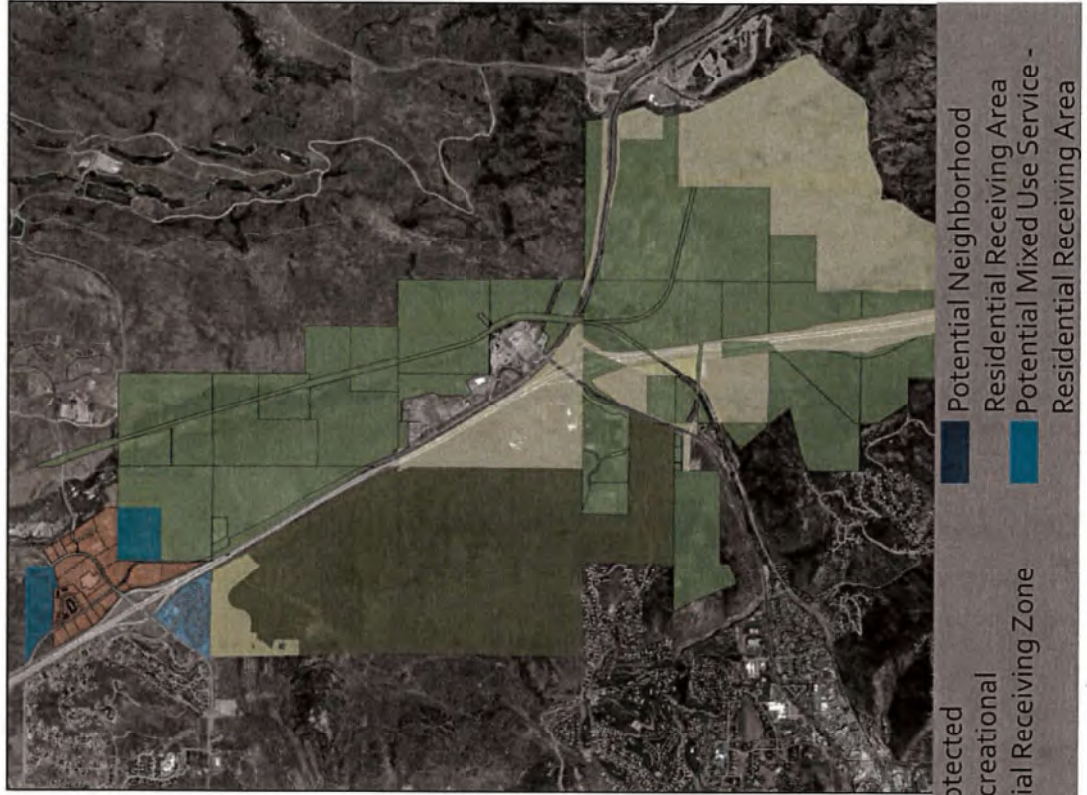
1. Cluster in identified receiving areas and around existing development maintaining consistency among uses.
2. Public preserved open space and recreation is the predominant existing land use in the study area. Clustered development should be designed to: enhance public access through interconnection of trails, preserve public use and enjoyment of these areas, and continue to advance these goals along with the preservation of identified view sheds and passive open space areas.
3. Apply Sensitive Land standards from City and County ordinances for all development design. This includes recreational and institutional development, which should incorporate and preserve important topographical features, natural areas and view sheds, and be of a scale and scope consistent with the primary goal of preserving the function and aesthetics of an important resort entry corridor. Planning efforts for projects in this corridor should continue to involve both City and County staff for input.
4. Large expanses of surface parking areas with high visibility from the entry corridor will not be allowed. Surface parking shall be buffered from the entry corridor and utilize existing topography for screening purposes whenever possible. Sub-surface and well designed structured parking will be encouraged whenever possible.
5. Preserve a substantial open space corridor through the study area.
6. New Development (including institutional and recreational) should be transit-oriented and linked to broader community open space and trail networks.



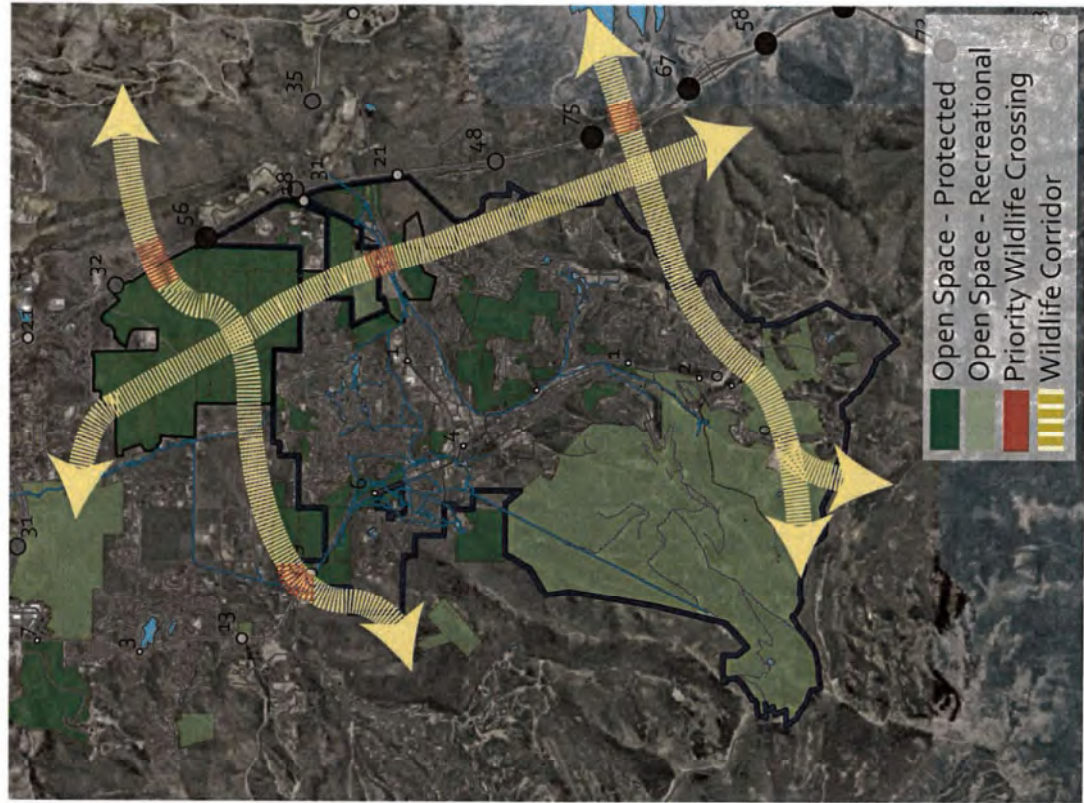
2004 QUINN'S JUNCTION JOINT
PLANNING COMMISSION MAP



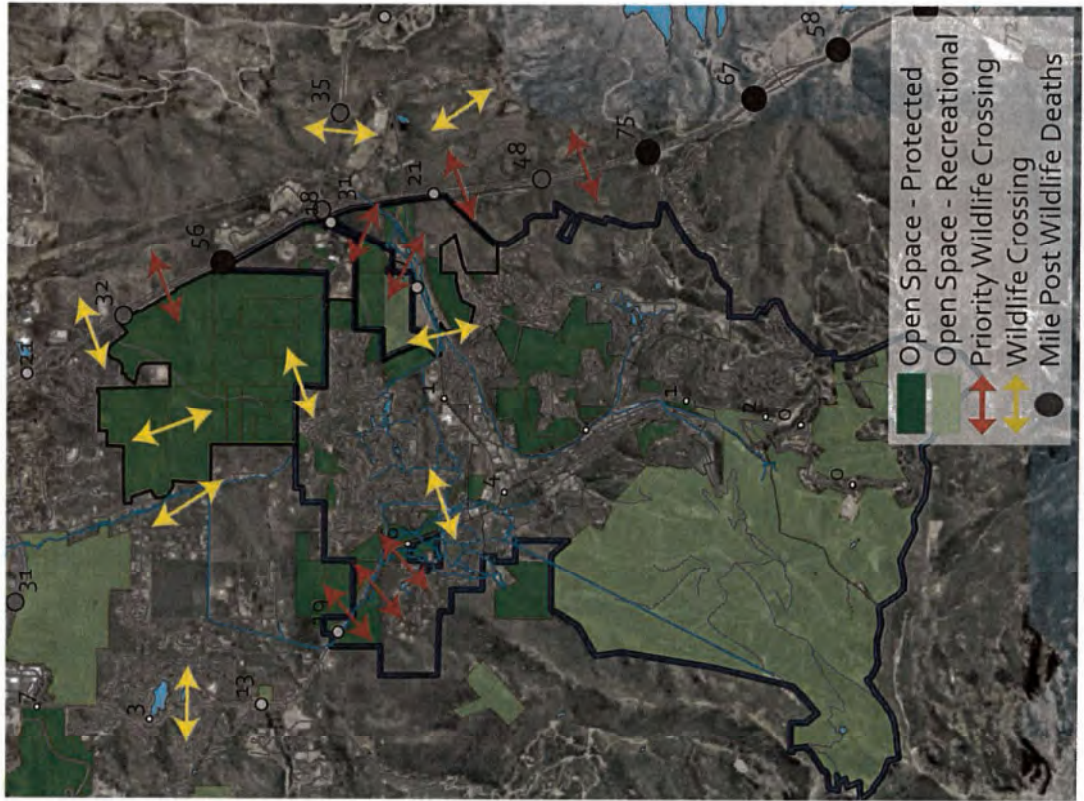
UPDATED QUINN'S JUNCTION
AREA MAP



WILDLIFE CORRIDORS



2012 PC NATURAL RESOURCE INVENTORY WILDLIFE CROSSINGS



267

10.2. Quinn's Junction Neighborhood: An area for Regional Institutional Uses.

New development within the Park City limit in Quinn's Junction has occurred primarily along Round Valley Drive and Gillmore Way within the north-west corner of the Quinn's Junction interchange. The area was identified within the Quinn's Junction Joint Planning Commission Land Use Principle #5 as "appropriate for institutional development with the potential for institutional uses limited to: a hospital, educational facility, recreation / sports training facility, or an arts / cultural heritage / history based institution." The north-west corner should continue to build-out as a regional node for institutional development due to the location on the edge of the Park City. Institutional development in this location can serve the population of the Wasatch



Back and are designed to accommodate populations greater than Park City. An additional 250,000 sf of development is planned around the hospital.

This area is not suitable for everyday needs of Parkites, such as a grocery store or post office due to increased

dependency on personal vehicles. Big box commercial is not appropriate either as it will conflict with the purpose of the area, create increased vehicle trips, and compete with the existing commercial nodes within the City and County.

The new development in the north-west corridor is linked

to the broader community through trails and the existing road network. To complement the City's goals of decreasing dependence on the automobile, the area should be considered as a destination within the public transportation network.

10.3. Quinn's Junction Neighborhood: A neighborhood for locals.

Two master planned development projects on the south-west corner of the Highway 40 interchange at Quinn's Junction were approved in 2011/2012 by the City Council. The approved Park City Heights residential Master Planned Development includes 239 new residential units upon 239 acres of land. 167 acres (70%) was protected during the MPD process as open space within the subdivision. The Quinn's Junction Partnership Annexation and MPD consists of 1 movie studio complex, a new hotel with up to 100 rooms, and a retail area. The PC Heights MPD clustered development close to the existing streets while preserving the surrounding open space and upper elevations.

The future Park City Heights

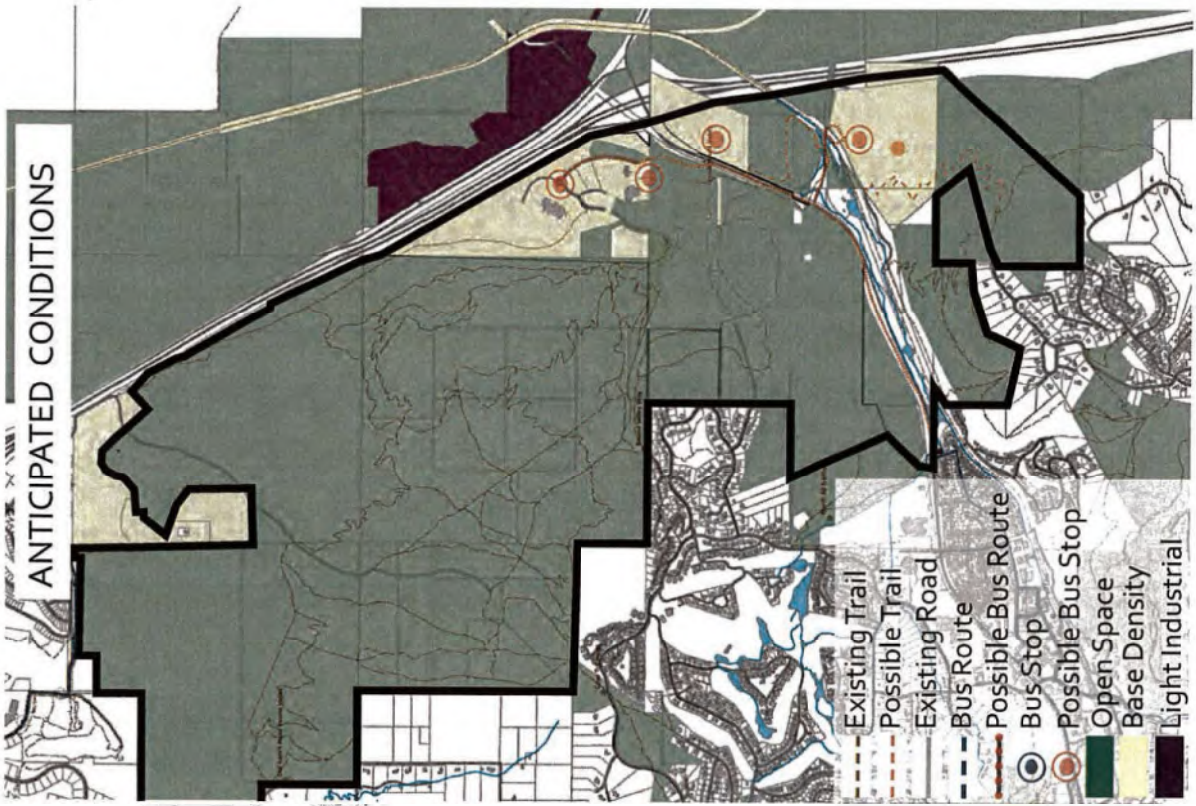


neighborhood is linked to the broader community through trails and the existing road network. As the area is built out the City should connect these developments to the public transportation system providing additional multi-modal transportation options.



Map 3

ANTICIPATED CONDITIONS





10.4: The aesthetic of the Quinn's Junction shall preserve the natural setting.

As Quinn's Junction introduces 239 new residential units within the Park City Heights subdivision, an evolution

will take place in the built environment. Most commonly, the aesthetic of arriving at Quinn's junction is experienced through the car to either visit a large institution or to recreate. In the future, the neighborhood should evolve to accommodate increased

multi-modal transportation options. Sidewalks, trails, bus shelters, and benches will become common place.

The most character defining feature of the Quinn's neighborhood is the plentiful natural setting. View corridors welcome

residents and guest, and must be preserved. New development should be set back in compliance with the Entry Corridor Protection Overlay. Open space requirements within developable lots should preserve the natural setting through limits of disturbance.



Recorded at the request of and return
to: Park City Municipal Corp.
Attn: City Recorder
P.O. Box 1480, Park City, UT 84060

Recorded this ____ day of _____
_____, 2007
at Book # ____ Page # ____

ENTRY NO. 00806100

03/02/2007 02:42:51 PM B: 1850 P: 1897

Agreement PAGE 1 / 49

ALAN SPRIGGS, SUMMIT COUNTY RECORDER

FEE \$ 0.00 BY PARK CITY MUNICIPAL CORP



**AMENDED AND RESTATED DEVELOPMENT AGREEMENT
FOR FLAGSTAFF MOUNTAIN,
BONANZA FLATS, RICHARDSON FLATS,
THE 20-Acre QUINN'S JUNCTION PARCEL
AND IRON MOUNTAIN**

THIS AMENDED AND RESTATED DEVELOPMENT AGREEMENT ("Agreement") is entered into as of the 2nd day of March, 2007, by and between UNITED PARK CITY MINES COMPANY, ("UPCM" or "DEVELOPER"), DEER VALLEY RESORT COMPANY, ("DEER VALLEY"), and PARK CITY MUNICIPAL CORPORATION, a third class city of the State of Utah ("City") (collectively, the "Parties").

RECITALS

A. WHEREAS, DEVELOPER and DEER VALLEY own approximately: 1,600 of 1,750 acres of patented mining claims located in the unincorporated Flagstaff Mountain area of Summit County, more particularly described and depicted in Exhibit A attached hereto (hereafter, "Flagstaff Mountain"); approximately 106 acres of patented mining claims located on Iron Mountain within an unincorporated area of Summit County more particularly described and depicted in Exhibit B attached hereto (hereafter, "the Iron Mountain Parcels"); approximately 1,500 acres of patented mining claims, constituting all of UPCM's land located in the unincorporated Bonanza Flats area of Wasatch County more particularly described and depicted in Exhibit C attached hereto (hereafter, "Bonanza Flats"); all of UPCM's land east of U.S. 40 and south of S.R. 248 constituting approximately 650 acres of real property owned in fee simple located immediately east of U.S. 40 and south of S.R. 248 within an unincorporated area

of Summit County more particularly described and depicted in Exhibit D attached hereto (hereafter, "Richardson Flats"); and approximately 20-Acres of real property owned in fee simple located west of U.S. 40 and south of S.R. 248 within an unincorporated area of Summit County more particularly described and depicted in Exhibit E attached hereto (hereafter, "the 20-Acre Quinn's Junction Parcel");

- B. WHEREAS, on May 17, 1994 DEVELOPER filed an application for annexation to Park City of Flagstaff Mountain, consisting of DEVELOPER's, DEER VALLEY's and Northside Neighborhood Property Owners' land, together totaling an area of approximately 1,750 acres;
- C. WHEREAS, on May 10, 1997 the Park City Council unanimously resolved by Resolution 10-97 to annex Flagstaff Mountain under certain Development Parameters;
- D. WHEREAS, on July 8, 1998 DEVELOPER requested reconsideration by the City of Resolution 10-97 and offered certain incentives for limiting development of the Bonanza Flats, Richardson Flats and the Iron Mountain Parcels;
- E. WHEREAS, on September 10, 1998 the Park City Council unanimously adopted a resolution to rescind Resolution No. 10-97 and to adopt new development parameters for Flagstaff Mountain, Bonanza Flats, Richardson Flats and the Iron Mountain Parcels, as set forth in this Agreement;
- F. WHEREAS, in the intervening months since the City Council adopted the September 10, 1998 development parameters, the DEVELOPER further refined its proposal by offering to move 16 single family homes from the sensitive Prospect Ridge area to the Mountain Village and to constrain development in the Northside Neighborhood to reduce site disturbance and to facilitate sale to a conservation buyer for a time certain;
- G. WHEREAS, the Parties intended to enter into the original Agreement to establish new development parameters for Flagstaff Mountain, Bonanza Flats, Richardson Flats, the 20-Acre Quinn's Junction Parcel, and the Iron Mountain Parcels and to establish a time certain for annexation of Flagstaff Mountain (now referred to generally as Empire Pass) into the City;

H. WHEREAS, the Parties in fact entered into the original Agreement on or about June 24, 1999; and

I. WHEREAS, the Parties desire to amend and restate the original Agreement in connection with the development of a project known as the Montage Resort & Spa which is presently planned to include 192 hotel rooms and suites, with spa, restaurant and conference facilities, and a residential component that consists of resort condominiums.

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants hereafter set forth, the sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

SECTION I. DEFINITIONS

Unless the context requires a different meaning, any term or phrase used in this Agreement that has its first letter capitalized shall have that meaning given to it by the Park City Land Management Code (LMC) in effect on the date of a complete application or, if different, by this Agreement. Certain such terms and phrases are referenced below; others are defined where they appear in the text of this Agreement.

1.1 **"Annexation Property"** means that approximately 1,750 acres of property known as Flagstaff Mountain, described and depicted on Exhibit A.

1.2 **"Bonanza Flats"** means that approximately 1,500 acres of UPCM property commonly referred to as Bonanza Flats, constituting all of UPCM's holdings in Bonanza Flats and described and depicted on Exhibit C.

1.3 **"DEER VALLEY"** means the Deer Valley Resort Company, a Utah limited Partnership and each of its assigns, joint venture partners, and successors in interest, whether in whole or in part. DEER VALLEY shall cause its employees and agents to act in accordance with the terms of this Agreement.

1.4 **"DEVELOPER"** means United Park City Mines Company, a publicly traded Delaware corporation, and each of its assigns, joint venture partners, and successors in interest, whether in whole or in part. DEVELOPER shall cause its employees and agents to act in accordance

with the terms of this Agreement.

- 1.5 **"Inaction"** provisionally¹ means (a) DEVELOPER's failure to pursue a sequential permit (i.e. Small Scale MPD permit, conditional use permit, subdivision application, or building permit) by failing to submit a complete application for such a permit or by failing to respond to the City's written requests for information which the City deems is necessary to process the application; or (b) DEVELOPER's failure to sustain permitted construction such that the permit under which construction is allowed, expires or is otherwise suspended or revoked.

- 1.6 **"Meeting Accessory Uses"** provisionally² means uses normally associated and necessary to serve meeting and banquet space. Meeting Accessory Uses do not require the use of Unit Equivalents and include:

- 1.6.1 Administrative and Banquet Offices
- 1.6.2 Banquet Storage Areas
- 1.6.3 Banquet Prep Areas Storage Areas
- 1.6.4 Common A/V Storage Areas
- 1.6.5 Coat Check Areas
- 1.6.6 Public Restrooms
- 1.6.7 Public Telephone Areas
- 1.6.8 Public Hallways
- 1.6.9 Public Circulation Areas.

- 1.7 **"Mountain Village"** means that mixed-use portion of Flagstaff Mountain described and depicted as the Mountain Village in Exhibit A attached hereto and limited to a total of 87 acres, within three development Pods (A, B₁, and B₂) and maximum densities, unit equivalencies and configuration more fully described herein.

¹ This definition has been inserted in anticipation of its inclusion in a new revision of the Land Management Code. This definition will be superseded by an LMC definition of the term.

² This definition has been inserted in anticipation of its inclusion in a new revision of the Land Management Code. This definition will be superseded by an LMC definition of the term.

- 1.8 **“Northside Neighborhood”** means that 63-acre portion of Flagstaff Mountain described and depicted as the Northside Neighborhood in Exhibit A attached hereto and limited to the maximum density, unit equivalency, and configuration more fully described herein.
- 1.9 **“Northside Neighborhood Property Owners”** means, in addition to UPCM and DEER VALLEY, Park City Star Mining Company, Inc., a Utah corporation, Bransford Land Company, representing the interests of Anne Bransford Newhall, Mary Bransford Leader and Carolyn Bransford MacDonald, and Stichting Beheer Mayflower Project, a legal entity representing the interests of Stichting Mayflower Recreational Fonds and of Stichting Mayflower Mountain Fonds.
- 1.10 **“Pedestrian Village”** means an area configured within Pod A of the Mountain Village for the mixed use of residential, Residential Accessory, Resort Support Commercial, Resort Accessory, meeting and Meeting Accessory Uses within which at least fifty percent (50%) of the residential properties are clustered within walking distance (5 minutes) of a Transportation Hub for such residential properties, which can be directly accessed by pathways or sidewalks.
- 1.11 **“Planned Unit Development” or “PUD”** means a master planned development consisting of clustered, detached, single family or duplex units with common open space and coordinated architecture.
- 1.12 **“Pod Z”** means that area, depicted on Exhibit F that is limited for ski-related uses as further defined herein.
- 1.13 **“Project”** means the residential, recreational and commercial real estate development to be constructed within Flagstaff Mountain.
- 1.14 **“Residential Accessory Uses”** provisionally³ means uses that are for the benefit of the residents of a commercial residential use, such as a hotel or nightly rental condominium project. Residential Accessory Uses do not require the use of Unit Equivalents. Residential Accessory Uses include:

³ This definition has been inserted in anticipation of its inclusion in a new revision of the Land Management Code. This definition will be superceded by an LMC definition of the term.

- 1.14.1 Common Ski Lockers
- 1.14.2 Common Lobbies
- 1.14.3 Registration
- 1.14.4 Concierge
- 1.14.5 Bell Stand/Luggage Storage
- 1.14.6 Common Maintenance Areas
- 1.14.7 Mechanical Rooms
- 1.14.8 Common Laundry Facilities and Common Storage Areas
- 1.14.9 Employee Facilities
- 1.14.10 Common Pools, Saunas and Hot Tubs
- 1.14.11 Public Telephone Areas
- 1.14.12 Public Restrooms
- 1.14.13 Administrative Offices
- 1.14.14 Public Hallways and Circulation Areas

1.15 **“Resort Accessory Uses”** provisionally⁴ means uses that are clearly incidental to and customarily found in connection with the principal resort building or use and are operated for the convenience of the owners, occupants, employees, customers or visitors to the principal resort use. Resort Accessory Uses do not require the use of Unit Equivalents. They include such uses as:

- 1.15.1 Information
- 1.15.2 Lost and Found
- 1.15.3 Mountain Patrol
- 1.15.4 Mountain Administration
- 1.15.5 Mountain Maintenance and Storage Facilities
- 1.15.6 Mountain Patrol and Emergency Medical Facilities
- 1.15.7 Public Lockers
- 1.15.8 Public Restrooms
- 1.15.9 Employee Lockers
- 1.15.10 Ski School/Day Care

⁴ This definition has been inserted in anticipation of its inclusion in a new revision of the Land Management Code. This definition will be superseded by an LMC definition of the term.

1.15.11 Ticket Sales Areas

1.15.12 Ski Check Areas

1.15.13 Public Circulation Areas and Hallways

1.16 **“Richardson Flats”** means all of UPCM’s property at the southeast corner of U.S. 40 and S.R. 248, more fully described and depicted on Exhibit D.

1.17 **“Transportation Hub”** means the terminus of a public and/or private transportation system that is located at a convenient location within the Mountain Village.

1.18 **“Unit Equivalent,”** with respect to commercial structures and multifamily and PUD structures, has the meaning set forth in the LMC.³ Each single family residential structure (excluding PUDs) approved by the City pursuant to this Agreement for construction within the Project shall have a Unit Equivalent of 1.00, regardless of the size or the location of the single family residential structure. Each commercial structure or portion thereof (as such may be determined in applicable MPD approvals) shall consume 1 Unit Equivalent for each 1000 square feet. Each multifamily and PUD residential structure shall consume 1 Unit Equivalent for each 2000 square feet.

SECTION II. LARGE SCALE MPD—FLAGSTAFF MOUNTAIN

2.1. DEVELOPER is hereby granted the equivalent of a Large Scale Master Planned Development (Large Scale MPD) for Flagstaff Mountain. This Large Scale MPD sets forth maximum densities, location of densities and DEVELOPER-offered amenities and is subject to all normally-applicable City processes, and in addition thereto, such processes defined below, including DEVELOPER’s responsibility, prior to or concurrent with the Small Scale MPD process, to submit and ultimately to obtain (upon modification, if necessary) City approval, of satisfactory plans detailed below:

³Hotel rooms of 500 square feet or less constitute ¼ Unit Equivalent.

- 2.1.1. Mine/Soil Hazard Mitigation Plan--which plan shall include an inventory of all mine sites, potential sources of release of hazardous materials into the environment, and a plan and schedule for their remediation;
- 2.1.2. Detailed Design Guidelines, with strong architectural themes, for the entire Flagstaff Mountain Project;
- 2.1.3. Specific Transit Plan;
- 2.1.4. Parking Management Plan;
- 2.1.5. Detailed Open Space Management Plan;
- 2.1.6. Historic Preservation Plan;
- 2.1.7. Emergency Response Plan, including DEVELOPER's commitments to provide infrastructure necessary to serve the Project and Bonanza Flats and phasing therefor;
- 2.1.8. Trails Master Plan setting forth trail locations, specifications, phasing and timing of public easements;
- 2.1.9. Private Road Access Limitation Procedures;
- 2.1.10. Construction Phasing Plan—including construction milestones for project amenities, including Richardson Flats development;
- 2.1.11. General Infrastructure and Public Improvements Design and Phasing Plan, which calls for the efficient extension of services, concentrating initial infrastructure development in the Mountain Village, and secondarily in the Northside Neighborhood. Such plan shall allow for the construction of a variety of housing types in each phase;
- 2.1.12. Utilities Master Plan—including the timing, alignment and service strategy for water and sewer service, as well as storm water management throughout the Project and Bonanza Flats;
- 2.1.13. Wildlife Management Plan; and
- 2.1.14. Affordable Housing Plan, including phasing.

2.2. **Maximum Development Parameters--Flagstaff Mountain.** Flagstaff Mountain is composed of the Mountain Village, the Northside

Neighborhood; various ski related improvements, and the Silver Mine Adventure. Upon annexation, Flagstaff Mountain will be zoned as shown on the zoning map attached hereto as Exhibit P. The following maximum development parameters apply to Flagstaff Mountain:

2.2.1 Mountain Village: The Mountain Village is constrained as follows:

2.2.1.1 Small Scale MPD. Site specific volumetrics and configuration will be established in the Small Scale MPD process.

2.2.1.2. Maximum Development Area. In the Small Scale MPD process, the entire Mountain Village development shall be constrained within a total of 87 acres.

2.2.1.3. Maximum Density. The maximum density within the Mountain Village is 785 Unit Equivalents configured in no more than 550 dwelling units.⁶ Such density shall be configured as multi-family, hotel, or PUD units, provided the PUD units do not exceed 60. PUD units consume Unit Equivalents in the same respect as multifamily units. Additionally, the Mountain Village may contain up to 16 detached single family home sites.

2.2.1.4. Pedestrian Village. At least 50% of the residential units within the Mountain Village must be clustered within the primary development pod (Pod A), and must be located within a five-minute walk of the Transportation Hub. All three development pods (Pods A, B₁, and B₂) within the Mountain Village must be linked by transit.

2.2.1.5. Commercial. The Mountain Village may additionally include up to 75,000-sq. ft. of Resort Support Commercial uses, which shall include Neighborhood

⁶ Hotel rooms of 500 square feet or less constitute 1/4 Unit Equivalent. In the case of the Montage, the 192 Montage hotel rooms shall count as Unit Equivalents at the rate of 1 Unit Equivalent per 2,000 square feet of hotel rooms, but such hotel rooms shall not have kitchens and shall not count as dwelling units.

Convenience Commercial uses for residents and visitors such as groceries and sundries.

2.2.1.6. **Mine Site Reclamation.** To the greatest extent possible, DEVELOPER shall locate density in disturbed areas. This provision applies primarily to potential density at the Daly West site. Additionally, DEVELOPER shall reclaim⁷ all mining and mining overburden sites within Flagstaff Mountain, in accordance with state and federal regulatory agency review.

2.2.1.7. **Public Trails.** DEVELOPER shall construct and dedicate public trails designated on an accepted Trails Master Plan. Many trails will be constructed on land ultimately owned by DEER VALLEY. In those areas, DEER VALLEY shall be responsible for trail maintenance and for enforcing reasonable rules and regulations for public trail use. Such rules may not exclude free public access to the public trail systems identified on the Trails Master Plan.

2.2.1.8. **Deed Restricted Open Space.** Within 30 days of issuance of a Small Scale MPD, DEVELOPER and/or DEER VALLEY shall execute for the benefit of the City perpetual covenants and restrictions with respect to all designated open space associated with the Small Scale MPD and which, at a minimum, shall prevent the construction thereon of residential, commercial and retail structures but shall provide for ski-related uses consistent with paragraph 2.5 herein.

2.2.1.9. **Parking.** Each Small Scale MPD submittal shall include a parking management plan with respect to the portion of the property covered by such Small Scale MPD submittal.

⁷Reclamation shall include, at a minimum, revegetation of exposed areas.

The goal of the plan is to design the Mountain Village in such a way as to reduce parking demand by 25%. DEVELOPER shall plan and encourage within the Mountain Village portion of the Project programs such as parking management, paid parking for commercial uses, shuttles and other programs designed to reduce the demand for private vehicles and parking. DEVELOPER shall provide for shared parking in all commercial, short-term residential and mixed-use buildings. Assigned or reserved spaces within commercial, short-term residential and mixed-use buildings are prohibited except that in the case of the Montage, one parking space may be assigned for each dwelling unit (excluding the 192 hotel rooms). The majority of the required parking areas will be fully enclosed and/or constructed underground.

2.3 **Prospect Ridge.** DEVELOPER considers the Prospect Ridge area depicted in Exhibit K to be a critical viewshed area for Old Town.

2.3.1 **Public Trails.** Consistent with the Trails Master Plan, DEVELOPER shall construct and dedicate to the City public trails designated within the Prospect Ridge area.

2.3.2 **Deed Restricted Open Space.** Within 30 days of issuance of the first Small Scale MPD, DEVELOPER shall cause to be recorded a document, approved by the City, which shall impose perpetual covenants and use restrictions for that portion of Prospect Ridge depicted as "Recreation Open Space Dedication" on Exhibit K which shall prevent the construction thereon of residential, commercial and/or retail structures, ski lifts, and developed alpine ski runs.

2.4. **Northside Neighborhood.** The Northside Neighborhood is composed of property owned by five separate Northside Neighborhood Property Owners and, upon their written acceptance of the terms of this Agreement,

may contain a maximum of 38 homes, the size and location of which shall be determined at Small Scale MPD/subdivision review. The Northside Neighborhood may also contain a 1000 sq. ft. non-denominational Chapel, that will remain open and reasonably available to the public.⁸

2.4.1 Small Scale MPD. The Small Scale MPD must include all Northside Neighborhood Property Owners to achieve the maximum density of 38 detached single-family homes. Absent participation by all Northside Neighborhood Property Owners, DEVELOPER and DEER VALLEY may apply for a Small Scale MPD for a maximum of 30 single-family homes on the portion of the Northside Neighborhood owned by DEVELOPER and DEER VALLEY.⁹ In all circumstances, DEVELOPER and DEER VALLEY shall limit development in the Northside Neighborhood as follows:

2.4.1.1. Meadow Restriction. Homes shall not be in the meadow area generally designated on Exhibit A and further defined in the Small Scale MPD process.

2.4.1.2. Ski Run Separation. Limits of disturbance for each site shall be a minimum of 50 feet from any ski run, except where existing ski runs conflict with platted ski easements or platted lots, in which event the City shall have the discretion and authority to approve case-by-case exceptions to the foregoing distance limitation.

2.4.1.3. Viewpoint Restrictions. Structures and roads must be configured to minimize road and utility impacts and to

⁸ No utility extension will be allowed for the Chapel. Power may be allowed if it is readily accessible. Location of the Chapel cannot cause the extension of an improved road. Siting and construction must comply with all Code provisions.

⁹ If Park City Star, Bransford or Mayflower do not reach an agreement with DEVELOPER and DEER VALLEY with respect to the joint development of the detached single family homes within the Northside Neighborhood, then DEVELOPER and DEER VALLEY shall grant to the City the right to connect to the utility lines and to grant limited access to roads within the Northside Neighborhood without cost to serve the remaining property owners.

minimize wintertime visual impacts¹⁰ from ski runs and designated viewpoints, including but not limited to the knoll behind the terminus of what is presently known as the Northside chairlift.

2.4.1.4. **Public Trails.** Consistent with the Trails Master Plan, DEVELOPER, DEER VALLEY, and Northside Neighborhood Property Owners shall dedicate to the City improved public trails and trail easements that connect to the surrounding trail system. Where trails pass through the Deer Valley Ski Area, DEER VALLEY shall be responsible for trail maintenance and for enforcing reasonable rules and regulations. Such rules may not exclude free public access to the public trail systems identified on the Trails Master Plan.

2.4.1.5. **Enchanted Forest.** No development shall occur in the "Enchanted Forest" area generally designated on Exhibit A and further defined in the Small Scale MPD process.

2.4.1.6. **Deed Restricted Open Space.** Within 30 days of issuance of a Small Scale MPD, DEVELOPER shall record perpetual covenants and restrictions with respect to all designated open space associated with the Small Scale MPD and which shall prevent the construction thereon of residential, commercial and retail structures but shall allow ski-related uses.

2.4.2. **Northside Neighborhood Conservation Plan.** DEVELOPER and DEER VALLEY agree to refrain from transferring, improving or developing the Northside Neighborhood for 3 years, from the date of this Agreement to facilitate the potential of (a) the fee simple sale of the Northside Neighborhood, or (b) the sale and transfer of the development rights from the Northside

¹⁰ As well as summertime visual impacts.

Neighborhood. In either case, the sale would be completed within said time period and would be to a conservation buyer or buyers at fair market value at the date of purchase. Fair market value in this context shall reflect the entitlement for single family detached units set forth in the Large Scale Master Plan and this Agreement or, if the Small Scale Master Plan has been issued, as reflected in the Small Scale Master Plan for the Northside Neighborhood. The three-year period noted above shall not limit the Planning Commission's authority in connection with approval of the phasing plans required in sections 2.1.10 and 2.1.11.

2.5. **Ski-Related Development.** Subject to conditional use review, DEER VALLEY may construct a skier day lodge of a maximum of 35,000 square feet, in the approximate location depicted on Exhibit A. The day lodge shall have no day skier parking, and must have adequate emergency vehicle access. Any parking lot for the lodge shall be for the purpose of meeting temporary events, intermittent seasonal dining, and service and administrative requirements, and shall be reviewed by the planning commission as a Conditional Use. Such Conditional Uses will have a traffic mitigation plan that may include the number of events, hours of operation, shuttle bus requirements and/or a limit to the number of guests. Pursuant to a Conditional Use Permit, said temporary parking area may be located on adjacent properties. Permanent non-skier parking for the Empire Day Lodge will be considered as part of the POD B-2 Master Plan Development. Such parking shall consist of not more than 75 spaces. These parking spaces are in addition to those otherwise required or allowed under this Agreement and the LMC. DEER VALLEY shall provide deed-restricted employee/affordable housing units as defined by the City's affordable housing policy in an amount equal to 20% of the commercial Unit Equivalents approved by the City for the day lodge prior to issuance of a Certificate of Occupancy for the day lodge.

2.5.1 **Conditional Use (Administrative).** Ski terrain and ski-related development is an administrative conditional use within the Project, consistent with the Deer Valley Ski Area Master Plan depicted in Exhibit F attached hereto, provided that only two graded runs shall be allowed in ski Pod Z, with thinning and other limited vegetation removal in the balance of Pod Z for skier safety and glade skiing. Review of ski terrain and ski-related development shall include, but shall not be limited to consideration of the following:

2.5.1.1 Openings for ski trails and lifts with straight edges and uniform widths will be minimized to the greatest extent possible.

2.5.1.2 Trails that are designed for base area return or circulation between fall line areas shall be designed for appropriate grades and widths consistent with minimizing visual impact.

2.5.1.3 Lift towers shall be painted or otherwise treated to blend with the natural surroundings.

2.5.1.4 Vegetation management, re-vegetation and erosion control techniques shall be designed in accordance with the "Deer Valley Resort Company Ski Run Construction and Revegetation Standards" attached hereto as Exhibit G. The objective shall be to achieve a vegetative condition that enhances the skier experience and long term forest health. Re-vegetation shall be designed to control erosion and to restore ground cover as quickly as possible after ground disturbing activities.

2.6 Beano's Style Private Club. DEVELOPER may construct a private restaurant (Beano's Cabin at Beaver Creek-style¹¹), at a location to be determined at the CUP phase. No private parking areas or vehicular

¹¹ Beano's is a 10,000 square foot private restaurant at Beaver Creek, Colorado.

access will be allowed except (i) access and space for patron drop-off's and pick-up's, and (ii) access, loading areas and circulation for emergency, delivery and service vehicles. The size of the private restaurant shall be determined by the Planning Commission at the CUP review phase, and shall be between 7,000 and 10,000 square feet.

2.7 Silver Mine Adventure. DEVELOPER may continue to operate the Silver Mine Adventure on the Ontario Mine Site as a valid, non-conforming use. Any change or expansion of use shall be processed in accordance with the LMC in effect at the time of the DEVELOPER's submission of a complete application for the proposed expansion.

2.8 Access and Alignment of S.R. 224. DEVELOPER shall access Flagstaff Mountain by means of S.R. 224, and a private road system. DEVELOPER shall realign a portion of S.R. 224 in the approximate location set forth on Exhibit H attached hereto, and shall construct a private road system for Flagstaff Mountain in the approximate location depicted on Exhibit H. The Parties agree to the following access and alignment of the road systems within Flagstaff Mountain:

2.8.1 Alignment. Upon Planning Commission approval of the first Small Scale MPD for Flagstaff Mountain, DEVELOPER shall petition to vacate the existing S.R. 224 alignment and, if granted, shall realign and dedicate the relocated S.R. 224 right of way to a standard similar to the existing S.R. 224 (with an asphalt surface for dust control). Such alignment shall be as generally depicted on Exhibit H. DEVELOPER shall block and prohibit vehicular access over the discontinued historic alignment of S.R. 224. Access over the realigned S.R. 224 shall remain seasonal (warm weather only). Upon completion of construction thereof, to the reasonable satisfaction of the City Engineer, the City shall accept the dedication of public roads under its jurisdiction identified on Exhibit H, or as determined by the Council, upon

recommendation of the Planning Commission through the Small Scale MPD and subdivision processes.

2.8.2 Private Road. Upon Small Scale MPD approval, and only to the extent of the Small Scale MPD approval, DEVELOPER shall construct a private road system within Flagstaff Mountain, as depicted in Exhibit H, over which DEVELOPER shall maintain all-season access throughout the year. Said private road, from its point of departure from S.R. 224 to the Summit/Wasatch County line, may be converted to a public road, in which event existing S.R. 224 from said point of departure to the county line shall no longer be used as a public road.

2.8.3 Seasonal, Controlled Automobile Access. DEVELOPER shall support and shall not undermine seasonal closure of realigned S.R. 224 and shall control motorized vehicular access from S.R. 224 to the private road system to prevent vehicular through traffic.

2.8.4 Emergency Deer Valley Access. The Project's seasonal emergency secondary access is through the Deer Valley Ski Area generally as depicted on Exhibit I and crash-gated in the approximate locations shown on Exhibit I. DEER VALLEY shall provide the City and the Park City Fire Service District with keys and/or combinations to the gates. The emergency access is necessary as a controlled evacuation route and as an emergency access for fire and safety personnel and equipment only. The secondary access route is an important ski run to the Deer Valley Ski Area that, in all but the most exceptional circumstances, will be used by skiers and over-the-snow vehicles. The Park City Fire Marshall may cause the access to be plowed and placed into winter service for emergency and evacuation purposes in that

exceptional emergency situation when normal road access to Flagstaff Mountain is interrupted for an extended period.¹²

2.8.5 Controlled Snowmobile Access. Winter snowmobile access to Brighton Estates and to Bonanza Flats is presently available over portions of S.R. 224. DEVELOPER and DEER VALLEY shall allow seasonal snowmobile access to property owners and renters in Brighton Estates over those portions of S.R. 224 within the Project that are presently used or alternatively over similar portions of S.R. 224 as may be relocated. DEVELOPER and DEER VALLEY shall otherwise prevent wintertime motorized vehicular access to the extent such action is consistent with the policy of the public entity that owns S.R. 224. The current recreational snowmobile concession in Flagstaff Mountain shall be eliminated with the relocation of S.R. 224.

2.8.6 DEVELOPER's Consent to Transfer. DEVELOPER consents to cooperate with the City in any state transfer of any portion of S.R. 224.

2.9 Flagstaff Mountain Mitigation/Amenities. At the City's request, the DEVELOPER shall deliver the following mitigation and amenities as an inducement to execute this Development Agreement:

2.9.1 Trails. DEVELOPER shall construct, maintain and commit to free public use, an improved public trail system as set forth in an approved Trails Master Plan. The construction of the trails shall be phased with the progress of the development of the Project. Existing trails shall remain open to the public until provisional or final trails have been constructed. Final trail locations may vary due to field conditions and season. Relocation of any trails shall be identified in the Trails Master Plan. Where the trails pass through the Deer Valley Ski Area, or are located on non-development lands owned or controlled by Deer Valley, Deer

¹² The Park City Fire Marshall may not cause the access to be plowed simply for public convenience.

Valley shall be responsible for trail maintenance and for enforcing reasonable rules and regulations for trail use, including reasonable rules and regulations intended to prevent or minimize conflict between potential trail uses. Pedestrian and bicycle uses of the trail system shall not be prohibited or restricted without being so identified in the Trails Master Plan.

2.9.2 No Gondola Alternative. DEVELOPER shall contribute \$1,000,000 in cash to the City to be used specifically for other traffic mitigation projects in the City related to the Project. Additionally, the DEVELOPER shall (i) contribute \$10,000 toward the cost of a feasibility study, when commissioned by the City, to evaluate a potential ski amenity gondola, and (ii) contribute toward the construction of the Richardson Flats parking improvements described in the last paragraph of Section 3.1 of this Agreement, which shall be constructed in accordance with the specifications and conditions attached hereto as Schedule 3.1. The parking improvements shall be constructed in phases as established during the MPD for those improvements in cooperation with Summit County. Construction of the parking improvements will be assured through a form of completion bonding consisting of a draw-down letter of credit or other similar instrument in an amount equal to the good faith estimated cost to construct the parking improvements, but in an amount not to exceed \$1,800,000. In the event any permit application is denied such that the parking improvements cannot be constructed, the City shall be entitled to draw the entire amount of the completion bond, letter of credit or similar instrument (as the case may be), and DEVELOPER shall have no further obligation to construct the parking improvements.

2.9.3 Historic Preservation. The Historic Preservation Plan, at a minimum, shall contain an inventory of historically significant

structures located within the Project and shall set forth a preservation and restoration plan, including a commitment to dedicating preservation easements to the City, with respect to any such historically significant structures. The head frame at the Daly West site is historically significant.

2.9.4 Enhanced Environmental Protection. DEVELOPER shall limit the construction or installation of wood-burning devices to one wood-burning device in each of the 54 single-family homes in the Project. DEVELOPER shall not request approval from the City for wood-burning devices in any other attached, or detached, residential uses. Within each lodge, or hotel constructed within the Project, DEVELOPER shall have the right to construct one wood-burning device in each such lodge or hotel, except the Montage which may have three.

2.9.5 Lady Morgan Springs Open Space (Passive Use). The Lady Morgan Springs Area¹³, shall be restricted, by conservation easements acceptable to the City, and signs and monitoring, if necessary, to limit use of the area to skiing (without cutting runs, glading, or thinning trees) and daytime recreational hiking. Neither construction activity nor motorized vehicular use of any kind shall be allowed in the Lady Morgan Springs Area, except as allowed, with City staff approval, for forestry and wetlands management.

2.9.6 Open Space (Active). All land outside of the development areas (ski terrain and open space designated on Exhibit A) will be zoned as Recreation Open Space (ROS-MPD). Upon issuance of the first Small Scale MPD for any portion of the Project, DEVELOPER and DEER VALLEY shall execute a conservation easement, for the benefit of the City and a third party conservation trust (or similar entity), to limit their use of the

¹³ Described and depicted on Exhibit J, and as further defined in the Small Scale MPD process.

Flagstaff Mountain ski terrain to construction, development and operation of ski and mountain bike lifts, ski and mountain bike runs, one skier day lodge, and other similar winter and summer recreational uses and services. Such conservation easements shall prohibit any hotel, lodging, residential or commercial construction or use on ROS-zoned land in Flagstaff Mountain. Such conservation easement shall be to the reasonable satisfaction of the City and shall be first in priority in title.

2.9.7 **Open Space (Prospect Ridge).** Within 30 days of issuance of a Small Scale MPD, DEVELOPER shall grant to the City a conservation easement, with free public trail access, without encumbrances, over acreage located on Prospect Ridge, contiguous with City-owned open space. The conservation easement area on Prospect Ridge is identified on Exhibit K attached hereto. Such conservation easement shall be to the reasonable satisfaction of the City and shall be first in priority in title.

2.9.8 **Open Space (Iron Mountain).** Upon the issuance of any Small Scale MPD, for any portion of the Project, DEVELOPER shall deed restrict or transfer to Park City, the Iron Mountain Parcels with City-approved encumbrances. In connection with such dedication, DEVELOPER shall reserve to DEVELOPER the right to lease to third parties the Iron Mountain Parcels for ski and other environmentally sensitive recreational uses. Such reservation shall not include the right to cut runs, glade, or thin trees, or construct or install ski lifts or developed alpine ski runs. DEVELOPER shall also reserve the right to retain all rent, proceeds and other consideration resulting from or generated by DEVELOPER leasing the Iron Mountain Parcels to third parties for ski and recreation-related uses. DEVELOPER shall indemnify, defend and hold the City harmless from any claim

arising from DEVELOPER's or a third party lessee's use of the Iron Mountain Parcels. Nothing herein should be construed to limit or waive governmental immunity with respect to claims made against the City.

2.9.9 Neighborhood-Specific Design Guidelines. DEVELOPER shall incorporate a Master Resort Association for Flagstaff Mountain and a Project-specific Property Owners' Association for the Mountain Village and Northside Neighborhood areas to cooperatively manage certain aspects of the Project. The Design Guidelines for both the Project and Bonanza Flats must emphasize a strong, common architectural theme, and shall be enforceable by one or more of the above-mentioned Associations.

2.9.10 Public Safety. A comprehensive emergency response plan will be required. The proposal includes a public safety site, at a minimum. The final public safety and emergency access plan must be determined prior to any permit issuance and only after coordination with the affected entities, such as the Park City Fire Service District. To the extent the Montage hotel structure requires additional safety equipment or infrastructure to achieve a minimum standard that will not result in a degradation of the Park City Fire District's I.S.O. rating, and to the extent ongoing tax revenues and impact fees generated by the Montage are insufficient to cover the costs of such additional equipment and infrastructure, any such shortfall shall be paid by DEVELOPER. Changes to any applicable Technical Report must be approved by the Park City Fire Marshall.

2.9.11 Sandridge Parking Lots. Prior to the issuance of a Small Scale MPD for any portion of Flagstaff Mountain, DEVELOPER shall irrevocably offer to dedicate to the City a conversation easement, or deed, satisfactory to the City to preserve the Sandridge

Parking Lots, described in Exhibit L as a public parking facility. Such interest shall be offered with no outstanding monetary encumbrances.

2.9.12 **Sandridge Heights Property.** Developer further agrees to limit its use of its Sandridge Heights property, described in Exhibit L, to either affordable housing or open space.

2.10 **FLAGSTAFF MOUNTAIN MITIGATION MEASURES:**

2.10.1 **Water System.** DEVELOPER shall build and dedicate to the Park City Water Service District an adequate water delivery system within Flagstaff Mountain to serve the Project, including all fire flow and irrigation needs.

2.10.1.1 **Withdrawal of Water Protests.** DEVELOPER shall immediately withdraw its protests to the City's pending water change application(s) before the State Engineer and agrees not to protest future City applications before the State Engineer.

2.10.1.2 **Water Source.** DEVELOPER shall design and construct a water source and delivery system to transport water from the water source to Flagstaff Mountain and to dedicate that system to the City. DEVELOPER and the City anticipate that such delivery system will include the development of a well of sufficient capacity to serve the Project.

2.10.1.3 **Group II Rights.** The City and DEVELOPER agree to file a joint application with the State Engineer to convert to municipal use within the boundaries of the Park City Water Service District all "Group II" water rights owned by both parties. The joint application will list all mutual points of diversion, all of the City's municipal sources, and all of DEVELOPER's sources including the proposed Ontario and Empire Canyon

Wells. DEVELOPER and the City shall divide the Group II rights approved for municipal use evenly, with DEVELOPER and the City each taking ownership of one-half of the total approved rights. DEVELOPER agrees to sell exclusively to the City its portion of the approved Group II water rights and DEVELOPER's interest in its Theriot Springs and Haueter Springs water rights (Weber Decree Award #456, #467 and #468) collectively referred to herein as the "Committed Water".

2.10.1.4 **Committed Water.** Once approved for municipal use, all Committed Water shall be leased to the City at a nominal cost and will therefore be unavailable for sale to others. DEVELOPER shall dedicate the Committed Water to the City, and the City shall pay to DEVELOPER from time to time an amount equal to the water development impact fees actually collected by the Park City Water Service District from the development of Flagstaff Mountain. Each such payment from the City to DEVELOPER shall be paid within 30 days following the receipt by the Park City Water Service District of each such water development impact fee.

2.10.1.5 **Excess Water Rights.** If after ten (10) years or 90% buildout of Flagstaff Mountain and Bonanza Flats, whichever last occurs, DEVELOPER retains water rights in excess of the water demand for both projects, the City may purchase the excess water rights from DEVELOPER at fair market value based on an appraisal from a mutually agreed upon appraiser or the City may relinquish its interest in the excess water rights. The City shall elect to either purchase (some or all of the

excess water rights) or relinquish its interest in the excess water rights within 180 days of written notice of the expiration of 10 years or 90% buildout of both projects, whichever last occurs. If the City takes no action within the 180 days, City will be deemed to have relinquished its interest in the excess water rights.

2.10.1.6 Impact Fees and Water Rates. The City will charge water development and connection impact fees and water rates within the Project in an amount equal to the water development and connection impact fees and water rates charged to other water users within the Park City Water Service District, unless extraordinary costs can be identified by the City and fairly assigned to the water users within the Project.

2.10.2 Subsequent Agreements. Since the time the original Agreement was adopted and executed, the City and DEVELOPER have entered into agreements that impact, implement and/or clarify certain provisions of the original Agreement including (i) An Agreement For A Joint Well Development Program, dated January 14, 2000, (ii) a Memorandum of Understanding, dated January 14, 2000, Between Park City Municipal Corporation and United Park City Mines Company Clarifying and Implementing the Water Service and Water Source Development Provisions of the Development Agreement of June 24, 1999, and (iii) the Water Agreement dated effective as of March 2, 2007 (collectively, the Subsequent Agreements). The fact that this Agreement is styled as an amended and restated agreement shall not operate or be deemed to supersede, contravene, or amend the terms, conditions or provisions of the Subsequent Agreements.

2.10.3 Transportation and Traffic Mitigation. DEVELOPER has agreed to provide the following transportation and traffic mitigation measures.¹⁴ Prior to the issuance of a Certificate of Occupancy within the Mountain Village,¹⁵ the DEVELOPER shall provide the following to reduce the traffic anticipated by the Project:

2.10.3.1 Van and Shuttle Service. DEVELOPER shall provide for its owners, employees and guests, van and shuttle service alternatives consisting of regular circulator service within the Mountain Village and service from the Mountain Village to key destinations such as the Salt Lake International Airport, Main Street, Silver Lake, golf courses, and recreational trail heads.

2.10.3.2 Road and Intersection Improvements. Attached hereto as Exhibit M is a map and a more detailed list of improvements, which shall be constructed by DEVELOPER in satisfaction of this obligation. Prior to the construction of any of the improvements described below, the City shall review and approve or reject with suggested changes all plans, drawings and specifications with respect to the alignment and construction of such road and intersection improvements. Following DEVELOPER's completion of the construction of such improvements, DEVELOPER shall offer to dedicate such improvements to the appropriate governmental entity.

¹⁴ However, within the Small Scale MPD process, the City may conclude that these transportation and traffic measures should be reduced, and will modify DEVELOPER's obligations accordingly.

¹⁵ Except for DEER VALLEY's day lodge pursuant to paragraph 2.5 herein.

2.10.3.3

Contribution to Marsac Roundabout.

DEVELOPER shall financially participate in the reconstruction of the intersection of Marsac Avenue and Deer Valley Drive. DEVELOPER is responsible for paying its proportionate share (determined by projected traffic generation) of the City's cost of such reconstruction to mitigate the impact of the Flagstaff Mountain and Bonanza Flats projects on the intersection.

2.10.3.4

Runaway Truck Lane. DEVELOPER, or an affiliate of DEVELOPER, shall construct a runaway truck lane on the Mine Road section of S.R. 224, as described on Exhibit N attached hereto. DEVELOPER expects to dedicate the Runaway Truck Lane to UDOT.

2.10.3.5

Mine Road Widening. Upon Planning Commission recommendation, DEVELOPER shall widen the Mine Road section of S.R. 224 as described on Exhibit M attached hereto.

2.10.3.6

Mine Road Passing Lane. Upon Planning Commission recommendation, DEVELOPER shall create and dedicate a passing lane on the Mine Road section of S.R. 224 as described on Exhibit M attached hereto.

2.10.3.7

Drainage Improvements. DEVELOPER shall improve drainage to S.R. 224 as described on Exhibit M attached hereto.

2.10.3.8

Landscaping. Upon Planning Commission approval, DEVELOPER may construct and create, at DEVELOPER'S sole cost and expense, landscape improvements in the area depicted on

Exhibit M, uphill from the intersection of S.R. 224 with Hillside to act as a Project entry statement.

2.10.4

Construction Mitigation. DEVELOPER shall provide the following measures, all to the reasonable satisfaction of the City's Chief Building Official, to mitigate the impact of construction within Flagstaff Mountain. DEVELOPER shall also adhere to the usual construction impact mitigation measures required by the City. Additional reasonable site-specific mitigation measures may be required at the Small Scale MPD phase. These measures will be permanently reflected in Covenants, Conditions and Restrictions of each development parcel. The Detailed Construction Phasing Plan to be submitted by DEVELOPER to the City shall include, without limitation, provisions pertaining to:

2.10.4.1 Limits of Disturbance and Vegetation Protection for all construction, including construction of public improvements.

2.10.4.2 Construction staging, on-site batch plants, and materials stockpiling¹⁶ and recycling in the Daly West area to keep all excavated materials on site during the Project infrastructure and construction phases.

2.10.4.3 Construction traffic routing plan to minimize traffic impacts on Old Town and residential areas, by only allowing construction traffic to use current state roads, unless otherwise directed by the City.

2.10.4.4 Dust and soils monitoring and containment, along with remediation of contaminated mining waste within the areas that are disturbed during the construction of the improvements within the Project and erosion and runoff controls for the entire Project

¹⁶ Developer shall stockpile all earthen material on site.

2.10.4.5 Temporary public access trails throughout construction.

2.10.4.6 Tools and equipment storage on-site adequate to serve all construction.

2.10.5 **Employee/Affordable Housing.** DEVELOPER shall provide deed-restricted employee/affordable housing units ("Affordable Unit Equivalents" or "AUEs") as defined by the City's affordable housing policy in an amount equal to 10% of the residential Unit Equivalents and 20% of the commercial Unit Equivalents approved by the City for the Project (collectively, the "Base AUEs"). The employee/affordable housing requirement for the Project, including the Montage, is 98.9 Base AUEs. One AUE equals 800 square feet. In addition to the Base AUEs, DEVELOPER has committed to construct, off-site, 20 additional AUEs (the "Additional AUEs") as an additional community benefit for the Project. Within 24 months from the effective date of this Agreement, the DEVELOPER (or any assignee thereof) shall either (i) begin construction of the 20 Additional AUEs, or (ii) post a financial guarantee in a form acceptable to the City Attorney in favor of the City equal to 10 percent of the estimated construction costs of the Additional AUEs. Each Additional AUE shall be sold or rented at prices and terms consistent with the City's affordable housing guidelines in effect at the time a Certificate of Occupancy is issued for the AUE. The calculation of total AUEs is detailed in the following table:

<u>Type of Use</u>	<u>Unit Equivalents</u>	<u>Mitigation Rate</u>	<u>AUEs Required</u>
Residential			
Residential Units	785	0.1	78.50
Single Family Home Sites	54	0.1	5.40
Subtotal Residential	839		83.90
<u>Type of Use</u>	<u>Square Footage / 1,000 SF</u>	<u>Mitigation Rate</u>	<u>AUEs Required</u>
Commercial			
Commercial Unit Equivalents	75	0.2	15.00
Subtotal Commercial	75		15.00
Base AUEs On-Site (25%): 24.725			
Base AUEs Off-Site (75%): 74.175 *			
Total Base AUEs			98.90
Additional AUEs Contributed by Developer (located Quinns Junction)			20.00
TOTAL AUEs			118.00

*May be located at Quinns Junction, consistent with the City's approved employee/affordable housing plan.

A minimum of 25% of the Base AUEs shall be located on-site within the Project; however, at DEVELOPER'S option, any such on-site Base AUEs not actually constructed on-site or contractually committed to be constructed on-site may be constructed off-site on a 1.5-for-1 basis. DEVELOPER and the City shall consult with Mountainlands Housing Trust, or its equivalent (if any), to determine the type and location of employee/affordable housing which would be most effective in offsetting the demand generated from the Project. DEVELOPER shall provide the remaining 75% of the Base AUEs consistent with the City's approved employee/affordable housing plan. The employee/affordable housing will be phased with the Project in accordance with the approved Phasing Plan. Upon Planning Commission recommendation, the Housing Authority may direct DEVELOPER to:

- 2.10.5.1 Develop, subject to deed restrictions some of the remaining units on the 20-Acre Quinn's Junction Parcel; or
- 2.10.5.2 Donate in a form satisfactory to the City, without restrictions or encumbrances, the 20-Acre Quinn's Junction Parcel to the City in lieu of some or all of the remaining portion of DEVELOPER's affordable housing obligation; or

2.10.5.3 Build the units on an alternate parcel provided to DEVELOPER by the City. DEVELOPER must donate the 20-Acre Quinn's Junction Parcel to the City if the City offers to donate otherwise suitable land to DEVELOPER. If the City and DEVELOPER exchange parcels with respect to the new employee/affordable housing units, then DEVELOPER shall construct on such alternate parcel such number of new employee/affordable housing units, up to the required number of units, for which DEVELOPER is able to obtain approval. In no event shall the cost incurred by DEVELOPER to construct the new employee/affordable housing units on an alternate parcel provided by the City exceed the cost which DEVELOPER would have incurred to construct such new employee/affordable housing units on the 20-Acre Quinn's Junction Parcel; or

2.10.5.4 If mutually acceptable to DEVELOPER and the City, pay to the City a fee in lieu of constructing employee/affordable housing, consistent with the City's affordable housing policy, if such payment in lieu of constructing employee/affordable housing results in the construction or dedication of actual units for affordable /employee housing; or

2.10.5.5 Satisfy its obligation in a manner otherwise consistent with the City's affordable housing policy.

2.10.6 5-Year Irrevocable Offer to Annex the 20-Acre Quinn's Junction Parcel. For the next five years from the date of this Amended and Restated Agreement, DEVELOPER hereby irrevocably offers to annex the 20-Acre Quinn's Junction Parcel to the City.

SECTION III. ADDITIONAL PUBLIC BENEFITS

In addition to the foregoing, DEVELOPER offers the following inducements to contract:

- 3.1 **Richardson Flats.** DEVELOPER unconditionally offers to annex Richardson Flats to the City and, regardless of the annexation of Richardson Flats, to restrict development of Richardson Flats to one of the following options to be selected by DEVELOPER, at DEVELOPER'S sole discretion:

Option 1. Under Option one DEVELOPER must limit the use of Richardson Flats to golf (with the requisite clubhouse, maintenance buildings and other related improvements), equestrian uses (including the construction of an arena or indoor equestrian center), and/or such other public recreational opportunities or special events as the City may deem proper. In the event DEVELOPER is able to obtain necessary approvals from EPA and/or DEQ, then DEVELOPER must construct on Richardson Flats a golf course, clubhouse, and driving range with adequate¹⁷ provisions for defined public access.

Option 2. Under Option two, DEVELOPER must limit the use of Richardson Flats to an 18-hole golf course (with the requisite clubhouse, maintenance buildings and other related improvements)¹⁸ and would make available to the City a site for a second 18-hole golf course. The site to be donated to the City would not include land in need of environmental remediation. If a second golf course is constructed under Option two, then the City and DEVELOPER shall work cooperatively to develop shared facilities such as a driving range and golf maintenance shops.

Option 3. If, after diligent efforts, DEVELOPER cannot receive EPA or DEQ approval of the aforementioned recreational

¹⁷ The course must be operated to maximize play.

¹⁸ Under Option 2 DEVELOPER may in the City's sole discretion be afforded the right to use Richardson Flats for such other public recreational opportunities or special events as the City may deem proper.

improvements, DEVELOPER will perpetually deed restrict Richardson Flats to prevent further development.¹⁹

In addition to the foregoing provisions, DEVELOPER shall, in part as an additional public benefit and in part as a traffic mitigation measure, provide the City with fee title (unless the City otherwise agrees to a long term lease) to 30 acres at Richardson Flats. Such acreage will be used only for ball fields or similar recreational spaces, and improvements related thereto, and parking. On this acreage, DEVELOPER will provide a parking area which may be paved and which will accommodate segregated Montage and Empire Pass parking (up to 100 spaces), and parking for the City (up to 650 spaces), for a total of up to 750 spaces. This parking area will also serve as the location for Montage construction parking, and DEVELOPER or Montage shall be responsible for providing or arranging construction parking shuttles. The parking improvements may be constructed in phases. DEVELOPER will have naming rights for the ball fields or similar recreational spaces, and will not select a name that is inappropriate. The parking improvements (excluding the 100 dedicated Montage spaces and spaces required for construction parking and other operational needs) may be used by the City for reasonable ancillary uses such as special events.

3.2 **Open Space/Transit Management Fund.** DEVELOPER shall pay on each transfer of DEVELOPER's land, and shall separately covenant with all successors in interest in a manner which runs with the land, to assess a 1% Open Space/Transit Management Fee on the gross sales price of all real property within the Project. 50% of the Open Space/Transit Management Fee shall belong to the Flagstaff Mountain Master Resort

¹⁹ The timing of Richardson Flats development shall be addressed in the Construction Phasing and General Infrastructure Phasing Plans required in Sections 2.1.10 and 2.1.11 with development commencing as early as possible.

Association to reduce Master Resort Association dues associated with obligations assumed herein or to enhance the Master Resort Association's service to its members. 50% of the Open Space/Transit Management Fee shall be paid to the City to assist in funding the costs and expenses for enhanced transportation to the Project, recreation improvements and/or open space acquisition, maintenance or preservation. This Open Space/Transit Management Fee shall not apply to the transfer of real property within the Project either solely as security for financing (e.g. mortgage) or for nominal consideration solely to initially capitalize the development entity. DEVELOPER acknowledges that the Project requires an open space management fee to mitigate the adverse effects of the Project. As such, DEVELOPER covenants that it will pay this fee as a contractual obligation, and not as a regulated entity. DEVELOPER shall vigorously defend the imposition of such fees. DEVELOPER shall not take any action (contractually, judicially, or legislatively) to challenge or otherwise adversely affect the enforceability of the Open Space/Transit Management Fee as a valid and enforceable real covenant.

SECTION IV. IMPACT FEES/PLAN CHECK FEES

- 4.1 **Conditions of Approval and Impact Fees.** With respect to the development of Flagstaff Mountain, DEVELOPER accepts and agrees to comply with the impact, connection and building fees of the City currently in effect, or as amended, to the extent the amended fees are applied uniformly within an impact fee district. DEVELOPER acknowledges that the Project requires infrastructure supported by impact fees and finds the fees currently imposed to be a reasonable monetary expression of exactions that would otherwise be required at this time. As such, DEVELOPER covenants that it will pay impact fees as a contractual obligation, and not exclusively as a regulated entity. If the state legislature disallows the imposition of a regulatory impact fee, DEVELOPER will pay those impact fees in effect at the time of such change in state law throughout the remaining buildout of the Project. Further DEVELOPER

agrees to pay plan check fees in the amount of 65% of the building permit fee.

SECTION V. BONANZA FLATS DEVELOPMENT PARAMETERS

5.1 Restrictions on Bonanza Flats Development. DEVELOPER covenants that it will never apply, nor assist in any application, to the City or to Wasatch County for the development of Bonanza Flats in excess of the following maximum densities. Further, DEVELOPER shall amend its development application with Wasatch County, and shall restrict development in Bonanza Flats to the following maximum densities:

5.1.1 A maximum of 260 residential units (280 Unit Equivalents), of which no more than 160 units shall be Bonanza Flats single family home sites.

5.1.2 An 18-hole golf course, including the construction of no larger than a 20,000 sq. ft club house and other golf-related facilities, with Nordic skiing thereon during the winter, all as generally depicted on Exhibit O.

5.1.3 75,000 square feet of resort-related commercial uses.

5.1.4 Alpine and Nordic ski terrain, ski runs, ski lifts and other ski-related improvements, all as depicted on Exhibit O.

5.2 Wasatch County Approval of Bonanza Flats Development Proposal: DEVELOPER has a pending application in Wasatch County, with respect to Bonanza Flats, requesting density far in excess of that which the City regards as appropriate. As an inducement for the City to enter into this Agreement, DEVELOPER agrees to amend its development application with Wasatch County in order to reflect the terms and conditions of this Agreement regarding the development of Bonanza Flats. City's contractual restrictions on Bonanza Flats development are in no respect an endorsement of development on Bonanza Flats. DEVELOPER agrees that the portions of Bonanza Flats, as described on Exhibit C attached hereto, which are not to be developed shall be subjected to restrictive covenants or conservation easements, dedicated to a third party conservation trust (or

similar entity), in a form acceptable to the City, so that the real property which is not to be developed shall be limited in perpetuity to recreational and open-space uses. DEVELOPER and the City acknowledge that the annexation of Bonanza Flats to the City is not being considered at this time by either the City or by DEVELOPER.

5.3 **Snyderville Basin Sewer Improvement District Annexation.**

Snyderville Basin Sewer Improvement District ("SBSID") must agree to annex Bonanza Flats and agree to provide sewer service within Bonanza Flats if Park City is to provide water service to the area. SBSID capacity shall be restricted in size to accommodate no more than the restricted densities agreed to herein. If Wasatch County approves the use of Park City water for culinary use in Bonanza Flats, then DEVELOPER must apply for and pursue annexation to SBSID.

5.4 **Annexation.** If Wasatch County recommends that DEVELOPER seek annexation to the City of Bonanza Flats, then DEVELOPER shall request that the City annex Bonanza Flats. In the event that DEVELOPER requests that the City annex Bonanza Flats, the City anticipates the execution of an interlocal agreement with Wasatch County to address fiscal issues in connection with the City's annexation of Bonanza Flats.

5.5 **Request for Transfer of Bonanza Flats Density to Flagstaff Mountain.**

DEVELOPER may seek approval from the City of additional density within Flagstaff Mountain in exchange for DEVELOPER transferring approved density from Bonanza Flats and deed restricting such land as open space. City's contractual restrictions on development in Bonanza Flats in no way shall be construed as an endorsement of such densities either in Bonanza Flats nor transferred to the Mountain Village. Upon DEVELOPER's request, the City would consider such transfer. If favorably inclined to entertain such density transfer, the City would attempt in good faith to negotiate an interlocal agreement with Wasatch County to address fiscal issues associated with such action. In connection with any such request by DEVELOPER, the City may give higher priority

to the transfer of multifamily or lodging units and may consider many factors, including but not limited to the following:

- 5.5.1 The location and quality of open space within the Bonanza Flats property that would occur as a result of the transfer;
- 5.5.2 The suitability of increased density in the Mountain Village;
- 5.5.3 The potential reduction of traffic;
- 5.5.4 The potential positive impacts on the transportation system;
- 5.5.5 The visual and other impacts to the Mountain Village; and
- 5.5.6 The positive and negative impacts to the Bonanza Flats Property.

5.6 **Private Road.** Consistent with an approved phasing plan for Flagstaff Mountain, DEVELOPER may construct a private controlled access road between the Flagstaff Mountain and the Bonanza Flats development areas, provided that such private road is properly controlled to prevent through access to adjacent properties and deed restricted to prevent its extension beyond the terminus depicted in Exhibit C.

5.7 **Water Service.** DEVELOPER and the City acknowledge and agree that water service and sewer service to Bonanza Flats should be provided from the same basin in order to avoid any trans-basin transfer issues. Inasmuch as the City shall be providing water service to the Project, the City and DEVELOPER desire that the City provide water service to Bonanza Flats as well. If Wasatch County: 1) approves DEVELOPER's amended proposal for the limited development of Bonanza Flats detailed herein, and 2) approves DEVELOPER's proposal that the City provide water service to Bonanza Flats, then, subject to a City-approved infrastructure phasing plan, DEVELOPER shall build and dedicate to the Park City Water Service District an adequate water delivery system, to service Bonanza Flats, including all fire flow and irrigation needs. DEVELOPER shall work cooperatively with the City to develop a water source or sources, including, but not limited to, making well sites, water rights and easements available to the City. The City shall provide culinary water to Bonanza Flats according to the terms of this Agreement. DEVELOPER will

construct all infrastructure, including a source of water necessary to provide water service to Bonanza Flats. City water development and connection fees, as well as water rates, shall be the same as those imposed in the Project, unless the City can identify and fairly assign extraordinary costs to end users within Bonanza Flats. No water from a Weber Drainage Basin source shall be used for outdoor uses in Bonanza Flats.

5.8 **No Annexation Alternative.** If Bonanza Flats is not annexed into the City, and if the requirements described in Sections 5.3, 5.6 and 5.7 are satisfied, then DEVELOPER shall not build within Bonanza Flats more than the units described in Section 5.1 above.

5.9 **Conditions of Development of Bonanza Flats.** Regardless of the annexation of Bonanza Flats to the City, DEVELOPER agrees to the following:

5.9.1 The residential and commercial units constructed within Bonanza Flats shall not be located adjacent to the lakes within the Bonanza Flats property.

5.9.2 If Bonanza Flats is developed, but is not annexed DEVELOPER agrees to provide employee/affordable housing units consistent with its obligations in the Flagstaff Mountain annexation.

5.9.3 Within Bonanza Flats, DEVELOPER shall limit the construction of wood-burning devices to one wood-burning device per single family unit. DEVELOPER shall not request approval from Wasatch County or from the City for wood-burning devices in any other attached, or detached, residential uses. Within each lodge, or hotel constructed within Bonanza Flats, DEVELOPER may construct one wood-burning device in each such lodge or hotel.

5.9.4 DEVELOPER shall pursue an interlocal agreement with Wasatch County whereby the Park City Fire Protection District will provide fire protection services within Bonanza Flats.

5.9.5 Upon realignment of S.R. 224, DEVELOPER shall prohibit

commercial snowmobile use within Bonanza Flats.

SECTION VI. AMENDMENT OF AGREEMENT AND DEVELOPMENT PLAN

- 6.1 This Agreement may be amended from time to time by mutual written consent of the Parties.

SECTION VII. IMPLEMENTATION OF THIS AGREEMENT

- 7.1 **Processing and Approvals.** Site specific plans shall be deemed proposed Small Scale Master Plans and shall be subject to the process and limitations set forth in the Park City Municipal Corporation Land Management Code that is in effect when the DEVELOPER submits a complete application for a Small Scale MPD.

- 7.2 **Cooperation in the Event of Legal Challenge.** If any third party challenges the validity, or any provision, of this Agreement, (1) the Parties shall cooperate in defending such action or proceeding, and (2) DEVELOPER shall hold harmless, and shall indemnify the City for all costs (including attorneys' fees) associated with defending this Agreement. Nothing herein shall be construed as a waiver of governmental immunity, as applicable.

- 7.3 **Impossibility of Performance.** If this Agreement is delayed in its effect by actions beyond the control of City or DEVELOPER, this Agreement shall remain in full force and effect during such delay. If such delay in the effect of this Agreement extends for a period of more than one year, this Agreement shall be terminable by DEVELOPER or the City upon written notice to the other at any time after such initial one-year period. In the event of termination, all rights and obligations hereunder shall be deemed terminated, provided, however, that the parties shall cooperate to return to the status quo ante.

Section VIII. GENERAL PROVISIONS

- 8.1 **Covenants Running with the Land.** The provisions of this Agreement shall constitute real covenants, contract and property rights and equitable servitudes, which shall run with all of the land subject to this Agreement. The burdens and benefits hereof shall bind and inure to the benefit of each

of the Parties hereto and all successors in interest to the Parties hereto. All successors in interest shall succeed only to those benefits and burdens of this Agreement which pertain to the portion of the Project to which the successor holds title. Such titleholder is not a third party beneficiary of the remainder of this Agreement or to zoning classifications and benefits relating to other portions of the Project.

8.2 **Transfer of Property.** DEVELOPER and DEER VALLEY shall have the right, without obtaining the City's consent or approval, to assign or transfer all or any portion of its rights, but not its obligations, under this Agreement to any party acquiring an interest or estate in the Project, or any portion thereof. Third party assumption of DEVELOPER's or DEER VALLEY's obligations under this Agreement shall not relieve DEVELOPER or DEER VALLEY of any responsibility or liability with respect to the expressly assumed obligation, unless the City expressly agrees in writing to the reduction or elimination of DEVELOPER's or DEER VALLEY's responsibility or liability. DEVELOPER and DEER VALLEY shall provide notice of any proposed or completed assignment or transfer. If DEVELOPER or DEER VALLEY transfers all or any portion of the property comprising Flagstaff Mountain, Richardson Flats, Sandridge or Bonanza Flats, the transferee shall succeed to all of DEVELOPER's or DEER VALLEY's rights under this Agreement. To the extent the City believes (in its sole discretion, considering the totality of the DEVELOPER's and/or DEER VALLEY's obligations) that the successor in interest has ample resources to secure the City's rights under this Agreement, the City may release DEVELOPER and/or DEER VALLEY from its proportionate liability under this Agreement.

8.3 **No Agency, Joint Venture or Partnership.** It is specifically understood and agreed to by and among the Parties that: (1) the subject development is a private development; (2) City, DEER VALLEY and DEVELOPER hereby renounce the existence of any form of agency relationship, joint venture or partnership among City, DEER VALLEY and DEVELOPER;

and (3) nothing contained herein shall be construed as creating any such relationship among City, DEER VALLEY and DEVELOPER.

SECTION IX. MISCELLANEOUS

- 9.1 **Incorporation of Recitals and Introductory Paragraphs.** The Recitals contained in this Agreement, and the introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement as if fully set forth herein.
- 9.2 **Other Miscellaneous Terms.** The singular shall include the plural; the masculine gender shall include the feminine; "shall" is mandatory; "may" is permissive.
- 9.3 **Severability.** If any provision of this Agreement or the application of any provision of this Agreement to a particular situation is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.
- 9.4 **Construction.** This Agreement has been reviewed and revised by legal counsel for DEVELOPER, DEER VALLEY and the City, and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement. Since the time the original Agreement was adopted and executed, many of the DEVELOPER'S obligations hereunder have been satisfied. The fact that this Agreement is styled as an amended and restated agreement shall not be deemed or construed to reinstate the DEVELOPER obligations that have been satisfied as of the date hereof.
- 9.5 **Notices.** Any notice or communication required hereunder between the Parties must be in writing, and may be given either personally or by registered or certified mail, return receipt requested. If given by registered or certified mail, the same shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States

mail. If personally delivered, a notice is given when delivered to the Party to whom it is addressed. Any Party hereto may at any time, by giving ten (10) days written notice to the other Parties hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at the address set forth below:

If to City to:

City Manager
445 Marsac Ave.
P.O. Box 1480
Park City, UT 84060

Copy to:

City Attorney
445 Marsac Ave.
P.O. Box 1480
Park City, UT 84060

If to DEVELOPER to:

United Park City Mines Company
c/o David J. Smith
P.O. Box 1450
Park City, UT 84060

Copy to:

Clark K. Taylor
VanCott Bagley Cornwall & McCarthy
P. O. Box 45340
Salt Lake City, Utah 84145

If to DEER VALLEY:

Deer Valley Resort Company
Attn: Bob Wheaton, President
2250 Deer Valley Drive South
P.O. Box 889
Park City, Utah 84060

Copy to:

General Counsel
Royal Street Corporation
7620 Royal Street East, Suite 205
P.O. Box 3179
Park City, Utah 84060

9.6 **No Third Party Beneficiary.** This Agreement is made and entered into for the sole protection and benefit of the Parties and their assigns. No other party shall have any right of action based upon any provision of this Agreement whether as third party beneficiary or otherwise.

9.7 **Counterparts and Exhibits.** This Agreement is executed in four (4) duplicate counterparts, each of which is deemed to be an original. This Agreement consists of forty-two (42) pages, including notary acknowledgment forms, and in addition, sixteen (16) exhibits, which constitute the entire understanding and agreement of the Parties to this Agreement. The following exhibits are attached to this Agreement and incorporated herein for all purposes:

- | | |
|-----------|--|
| Exhibit A | Map and Legal description of Flagstaff Mountain |
| Exhibit B | Map and Legal description of the Iron Mountain
Parcels |
| Exhibit C | Map and Legal description of Bonanza Flats |
| Exhibit D | Map and Legal description of Richardson Flats |
| Exhibit E | Map and Legal description of 20-Acre Quinn's
Junction Parcel |
| Exhibit F | Deer Valley Ski Area Master Plan |
| Exhibit G | Deer Valley Resort Company Ski Run Construction
and Revegetation Standards |
| Exhibit H | Guardsman Realignment |
| Exhibit I | Emergency Access |
| Exhibit J | Lady Morgan Springs Open Space Area |
| Exhibit K | Approximate Location of Prospect Ridge Open
Space |
| Exhibit L | Map and Legal description of Sandridge Parking
Lots and Sandridge Heights parcels |
| Exhibit M | Road and Intersection Improvements Detail |
| Exhibit N | Runaway Truck Lane |
| Exhibit O | Bonanza Flats golf course and ski improvements |

Exhibit P Zoning Map for Flagstaff Mountain

9.8 **Attorneys' Fees.** In the event of a dispute between any of the Parties arising under this Agreement, the prevailing Party shall be awarded its attorneys' fees and costs to enforce the terms of this Agreement.

9.9 **Duration.** This Agreement shall continue in force and effect until all obligations hereto have been satisfied. DEVELOPER shall record the approved annexation plat for Flagstaff Mountain within 30 days of the City's adoption of an annexation ordinance to annex Flagstaff Mountain. The Large Scale Master Plan for Flagstaff Mountain granted herein shall continue in force and effect for a minimum of four years from its issuance and shall be effective so long as construction is proceeding in accordance with the approved phasing plan. Upon expiration of the minimum four-year period, approval will lapse after two additional years of Inaction following the expiration of such four-year period, unless extended for up to two years by the Planning Commission.

IN WITNESS WHEREOF, this Agreement has been executed by UPCM and by DEER VALLEY by persons duly authorized to execute the same and by the City of Park City, acting by and through its City Council effective as of the 2nd day of March, 2007.

PARK CITY MUNICIPAL CORPORATION

By: Dana Williams
Dana Williams, Mayor

ATTEST: City Clerk

By: Janet Scott
Janet Scott, City Recorder

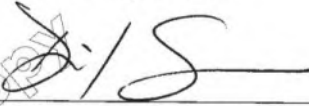
APPROVED AS TO FORM:

Mark D. Harrington
Mark D. Harrington, City Attorney



DEVELOPER:

United Park City Mines Company,
a Delaware corporation



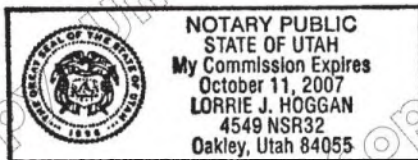
David J. Smith, Authorized Signing Officer

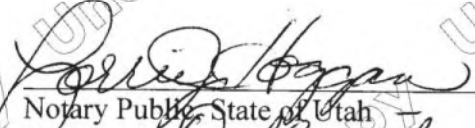
STATE OF UTAH)

: ss

COUNTY OF SUMMIT)

On this 28th day of February, 2007 before me, Lorrie J. Hoggan, the undersigned Notary Public, personally appeared David J. Smith, personally known to me to be the Authorized Signing Officer of United Park City Mines Company, on behalf of the corporation named herein, and acknowledged to me that the corporation executed it. Witness my hand and official seal.




Notary Public, State of Utah

Residing in Oakley, Utah

DEER VALLEY RESORT COMPANY,

a Utah limited partnership

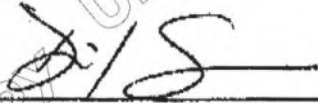
By: Royal Street of Utah, a Utah corporation,
General Partner

By: _____

Robert Wells, Vice President

DEVELOPER:

United Park City Mines Company,
a Delaware corporation



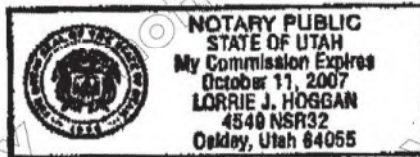
David J. Smith, Authorized Signing Officer

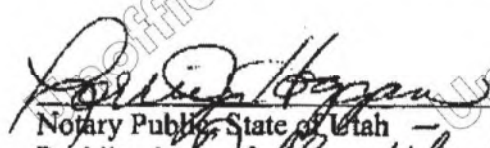
STATE OF UTAH)

: ss

COUNTY OF SUMMIT)

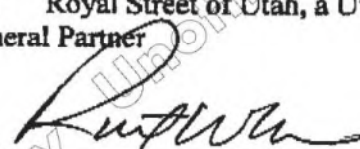
On this 28th day of ~~March~~ ^{February}, 2007 before me, Lorrie J. Hoggan, the undersigned Notary Public, personally appeared David J. Smith, personally known to me to be the Authorized Signing Officer of United Park City Mines Company, on behalf of the corporation named herein, and acknowledged to me that the corporation executed it. Witness my hand and official seal.




Notary Public, State of Utah
Residing in Oakley, Utah

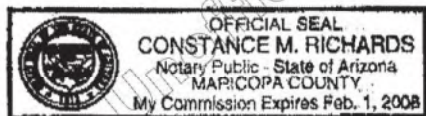
DEER VALLEY RESORT COMPANY,
a Utah limited partnership

By: Royal Street of Utah, a Utah corporation,
General Partner

By: 
Robert Wells, Vice President

ARIZONA
STATE OF UTAH)
MARICOPA : ss
COUNTY OF SUMMIT)

On this 1 day of MARCH, 2007 before me, Constance M Richards, the undersigned Notary Public, personally appeared **Robert Wells**, personally known to me to be the Vice President of Royal Street of Utah, on behalf of the corporation named herein, and acknowledged to me that the corporation executed it. Witness my hand and official seal.



Constance M Richards
Notary Public, State of Utah AZ
Residing in Maricopa County, AZ

SCHEDULE 3.1

RICHARDSON FLATS PARKING AREA SPECIFICATIONS

Talisker or United Park City Mines Company will provide the City with fee title (unless the City otherwise agrees to a long term lease) to 30 acres at Richardson Flats (map attached). The use of this land is provided on the basis that it will be only for ball fields or similar recreational spaces (and related improvements) and parking. On this acreage, Talisker will provide a paved area which will accommodate segregated Montage and Empire Pass parking (up to 100 spaces) and parking for the City (up to 650 spaces) for a total of up to 750 spaces. The cost of improving the existing County road leading to the site shall be paid for by the Developer, and shall be subject to a late comer's agreement. The parking improvements shall be constructed in phases as established during the MPD for those improvements in cooperation with Summit County. The parking improvements (excluding the 100 dedicated Montage spaces and spaces required for construction parking and other operational needs) may be used by the City for reasonable ancillary uses such as special events. Construction of the parking improvements will be assured through a form of completion bonding consisting of a draw-down letter of credit or other similar instrument in an amount equivalent to the good faith estimated cost to construct the parking improvements, but in an amount not to exceed \$1,800,000. In the event any permit application is denied such that the parking improvements cannot be constructed, the City shall be entitled to draw the entire amount of the completion bond, letter of credit or similar instrument (as the case may be), and DEVELOPER shall have no further obligation to construct the parking improvements.

Additional specifications are as follows:

1. Adequate space will be provided for drainage & snow storage.
2. The area will have reasonably flat terrain.
3. The parking lot will allow adequate bus travel through the parking area.
4. An allowance for signs and street lights is included.
5. The lot will be paved to accommodate the weight of City busses, in accordance with applicable Summit County construction standards and/or the Park City Construction Specifications and Standard Drawings as reasonably applied by the City engineer and the DEVELOPER'S design engineer.

The precise layout and cost of the ball fields or similar recreational spaces within the 30 acre parcel, and improvements related thereto, are the City's responsibility.

PROJECT TOTALS
650 City Parking Spaces
100 Montage Parking Spaces
750 Total Parking Spaces- 6.98 Acres
Land for City Sports Fields- 23.02 Acres

RICHARDSON FLATS
Park City, Utah

SITE COVERS
30 ACRES

FUTURE PARK CITY
SPORTS FIELDS

EXISTING RAIL TRAIL

EXISTING COUNTY ROAD

COUNTY ROAD 248

Conceptual Site Plan (Permit Submittal)

October 10, 2006

CLIENT: Valley
ARCHITECT
CONSULTANTS
BY: SHEL

HART HOWERTON
ARCHITECTS
1000 Main Street, Suite 200
Park City, Utah 84302
Phone: 435.266.1234
Fax: 435.266.1235
www.hart-howerton.com

RECORDER'S NOTE

LEGIBILITY OF WRITING, TYPING OR
PRINTING UNSATISFACTORY IN THIS
DOCUMENT WHEN RECEIVED.

Southeast Quinn's Junction Annexation Petition



Submittal Requirements

Requirement	Location Answered
1. Applicant and Notification Information	-
a. Names, mailing addresses and envelopes of property owners within annexation area	Provided
b. Names, mailing addresses and envelopes of property owners within a half-mile	Provided
2. Plat Map	Exhibits
3. Existing conditions site plan, a map showing a half-mile offset, including names, addresses, and property boundaries of all property owners within the annexation area	Exhibits and Report Section I
4. Title Report	Provided
5. Land Use Analysis:	-
a. Slope, wetlands, natural drainage, vegetation, slope, wildlife habitat, view corridors, and significant geologic features	Exhibits and Report Section I
b. Existing and proposed road systems and easements	Exhibits and Report Section III
c. Proposed utility extension plans	Discussed in Report Section IV
d. Location of proposed public and private open space, recreation areas, trails, and trail easements	Exhibits and Report Section V
e. Proposed land uses including type, density, and if applicable, timing of build out of residential and commercial areas	Exhibit (Current Land Use) and Report Section VI
f. Proposed community facilities	Report Section VII
g. Consistency with the current General Plan	Report Section XI
h. A statement for timetable of development	Report Section VIII
6. Affordable housing plan	Report Section IX
7. Project phasing plan and construction mitigation plans	N/A

Southeast Quinn's Junction Annexation Petition



8. Public Utilities and essential services analysis including:	-
a. School impact analysis	Report Section X(a)
b. Capacity of existing sewer trunk line and treatment facilities	Report Section X(b)
c. Capacity and availability of solid waste collection, animal control, and other services	Report Section X(c)
d. A full disclosure statement of any and all water owned of historically utilized on the property to be annexed, and statement on price to sell water to city	Report Section X(d)
9. Fiscal impact analysis	-
a. Current and five-year projections of demographics	Section XII
b. Projected growth	"
c. The present and future annual projected revenue to the City	"
d. The projected tax impact over ten years	"
e. Present and future costs of government services	"
10. Long-Term Community Impacts	Section XIII
Other studies and analysis as necessary	Appendix



October 8, 2021

Re: Notice of *Notice of Intent to File a Petition under Utah Code section 10-2-403(2)(a)(i)*

Attention Affected Entity,

You are an Affected Entity defined by Utah Code section 10-2-401(1)(a). This Notice of Intent to File a Petition is required by Utah Code section 10-2-403(2)(a)(i). Included with this Notice of Intent is an accurate map of the area that is proposed to be annexed.

A written request has also been sent to Summit County, asking that the statutorily required notice under Utah Code section 10-2-403(2)(b)(iii) be mailed to owners of real property in the area to be annexed and owners of real property located within 300 feet of the area proposed to be annexed.

Yours,

A handwritten signature in blue ink, appearing to read "Matt Dias".

Matt Dias
City Manager



October 8, 2021

Re: Notice of Notice of Intent to File a Petition under Utah Code section 10-2-403(2)(a)(i)

Attention Park City Recorder,

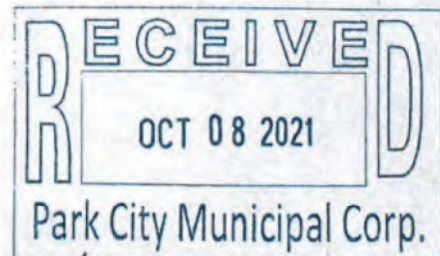
This Notice of Intent to File a Petition is required by Utah Code section 10-2-403(2)(a)(i). Included with this Notice of Intent is an accurate map of the area that is proposed to be annexed. A copy of this Notice of Intent has also been sent to each affected entity, as defined by Utah Code section 10-2-401.

A written request has also been sent to Summit County, asking that the statutorily required notice under Utah Code section 10-2-403(2)(b)(iii) be mailed to owners of real property in the area to be annexed and owners of real property located within 300 feet of the area proposed to be annexed. That request includes a proposed copy of the notice to property owners, which is included with this letter as a courtesy.

Yours,

A handwritten signature in black ink, appearing to read "Matt Dias".

Matt Dias
City Manager

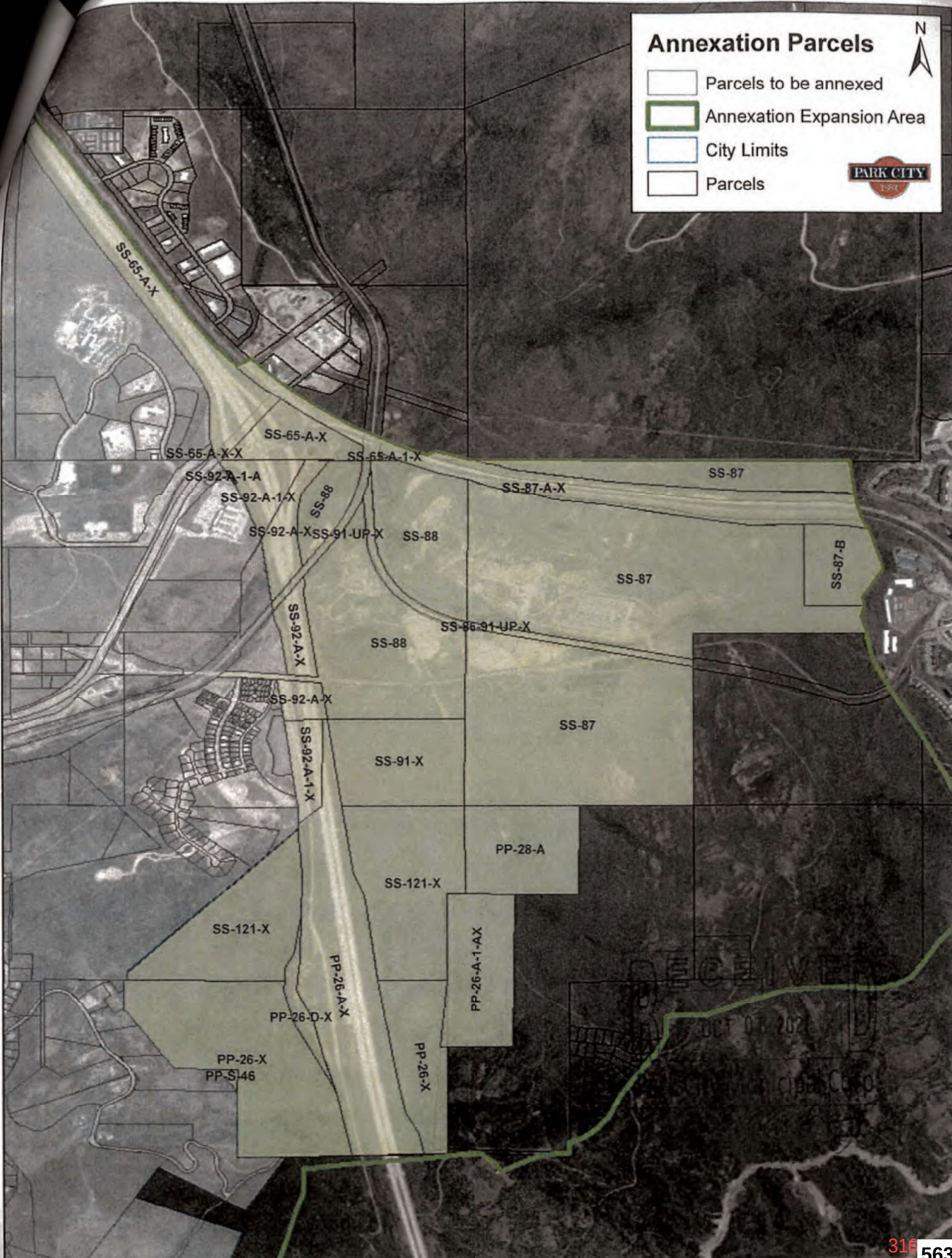


A handwritten signature in blue ink, appearing to read "Leah V. Long".

Annexation Parcels



-  Parcels to be annexed
-  Annexation Expansion Area
-  City Limits
-  Parcels



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

Park City Fire Protection Distri
PO Box 980010
Park City, UT 84098-0010



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

Brian Hanton
Snyderville Basin Recreation
5715 Trailside Drive
Park City, UT 84098



Park City Municipal Coporation • P.O. Box 1480 • Park City, UT 84060

Bryan Atwood
Snyderville Basin Water
Reclamation District
2800 Homestead Road
Park City, UT 84098



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

Tage Flint
Weber Basin Water
Conservancy District
2837 E Hwy 193
Layton, UT 84040



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

Mountain Regional Water Dist
PO Box 982320
Park City, UT 84098



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

Summit County Recorder
Rhonda Francis
PO Box 128
Coalville, UT 84017



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

Summit Water Distribution
Company
8506 Bluebird Lane
Park City, Utah 84098



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

Summit Co. Wildland Fire
Service Area
PO Box 128
Coalville, UT 84017



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

Board Chair
Park City Water Service District
PO Box 1480
Park City, UT 84060



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

Summit Mosquito Abatement
District
PO Box 523
Coalville, UT 84017

Eve Furse
Summit County Clerk
efurse@summitcounty.org
435-336-3203



60 North Main Street
Po Box 128
Coalville, UT 84017

CERTIFICATE OF MAILING

I do hereby certify that I mailed a true and correct copy of the Park City Municipal Proposed Annexation Notice to the following by first class mail on October 13, 2021:

AMEZQUITA EDGAR
ASTORGA FRANCISCO
BIG HOSS PROPERTIES LLC
BIGATEL TODD A
BROWN KEVIN W
CLOUSE EDWARD B JR
CRONIN SEAN
E22 LLC
FORESTDALE INVESTMENTS LLC
FRANCIS CORY LEE
GAMMON LYNSEY
G-BAR VENTURES LLC
GERTZ EVA JOBANA
GMG II INVESTMENT LLC
GOLIATH PARTNERS LLC
HAAGA PAUL G III TRUSTEE
HALL KRISTEN HOLCOMB
HATCH SUSAN MARLENE
HIDEOUT COMMUNITY ADVANCEMENT AND
DEVELOPMENT LLC
I-40 STORAGE (DE) LLC
IHC HEALTH SERVICES INC
IMRIE SAMANTHA T
IVORY DEVELOPMENT LLC
IVORY LAND CORPORATION
JAGER LINDA P
JORDANELLE STORAGE PARK LLC
JOURNEY TAYLOR
LABOV DANIEL TRUSTEE
LACY K2 LLC
LAFARGA JANICE

LEE SHANNON L
LESLIE KATHRYN HOOD
LONG TRICIA
MARSHALL SHELLEY LYNN
MCKENNA MEGAN MARIE
NAGEL MATTHEW THOMAS
NICHOLAS DAVID
NICHOLS ENTERPRISES LLC
NOVELLE DIANA JO
OLSON NATHAN
PARK CITY AUTO CENTER INC
PARK CITY FIRE SERVICE DISTRICT
PARK CITY HEIGHTS MASTER ASSOCIATION
PARK CITY MUNICIPAL CORPORATION
SFP FORESTDALE LLC
SOUTH POINT UTAH LLC
SPACE PLACE ANNEX LLC
STATE OF UTAH
STAUFFER TARA
STEELE MEGAN S
STEPHENS TAMARA
STICHING MAYFLOWER MOUNTAIN FONDS
STICHTING MAYFLOWER RECREATIONAL
FONDS
SUCIK RONALD M II
SUMMIT COUNTY
SUNDBORN LLC
TALLERIN KENNETH H/W (JT)
TOPMARK INVESTMENTS LLC
UNITED PARK CITY MINES COMPANY
UNITED STATES OF AMERICA

UNITED STATES OF AMERICA/INTERIOR DEPT
UTAH DEPARTMENT OF TRANSPORTATION
UTAH DEPT OF TRANSPORTATION
WEST AMANDA
WESTERN REAL ESTATE DEVELOPMENT LLC
WILLIS LAURA M
WILKINSON MICHAEL D

JORDANELLE SPECIAL SERVICE DIS
DORTMUND HOLDINGS LC
EMP PARK CITY LLC
BB PARTNERS LLC
WIENER DAVID MICHEL TR
BRULECREEK UT HOLDINGS LLC
PROMONTORY INVESTMENTS LLC

DATED this 13th day of October, 2021.




Signature
Jessika O'Brien
Deputy Clerk
On behalf of Eve Furse
Summit County Clerk

Recorded this ____ day of
_____, 1999
at Book #____ Page #_____.

ORIGINAL

**Fee Exempt per Utah Code
Annotated 1953 21-7-2**

**Recorded at the request of and return
to: Park City Municipal Corp.
Attn: City Recorder
P. O. Box 1480, Park City, UT 84060**

**DEVELOPMENT AGREEMENT
FOR FLAGSTAFF MOUNTAIN,
BONANZA FLATS, RICHARDSON FLATS,
THE 20-Acre QUINN'S JUNCTION PARCEL
AND IRON MOUNTAIN**

00544835 Bk01276 Pg00485-00575
ALAN SPRIGGS, SUMMIT CO RECORDER
1999 JUL 26 10:36 AM FEE \$1.00 BY DMG
REQUEST: PARK CITY MUNICIPAL CORP

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into as of the 24th day of June, 1999, by and between UNITED PARK CITY MINES COMPANY, ("UPCM" or "DEVELOPER"), DEER VALLEY RESORT COMPANY, ("DEER VALLEY"), and PARK CITY MUNICIPAL CORPORATION, a third class city of the State of Utah ("City") (collectively, the "Parties").

RECITALS

- A. WHEREAS, DEVELOPER and DEER VALLEY own approximately: 1,600 of 1,750 acres of patented mining claims located in the unincorporated Flagstaff Mountain area of Summit County, more particularly described and depicted in Exhibit A attached hereto (hereafter, "Flagstaff Mountain"); approximately 106 acres of patented mining claims located on Iron Mountain within an unincorporated area of Summit County more particularly described and depicted in Exhibit B attached hereto (hereafter, "the Iron Mountain Parcels"); approximately 1,500 acres of patented mining claims, constituting all of UPCM's land located in the unincorporated Bonanza Flats area of Wasatch County more particularly described and depicted in Exhibit C attached hereto (hereafter, "Bonanza Flats"); all of UPCM's land east of U.S. 40 and south of S.R. 248 constituting approximately 650 acres of real property owned in fee simple located immediately east of U.S. 40 and south of S.R. 248 within an unincorporated area of Summit County more particularly described and depicted in Exhibit D attached

hereto (hereafter, "Richardson Flats"); and approximately 20-Acres of real property owned in fee simple located west of U.S. 40 and south of S.R. 248 within an unincorporated area of Summit County more particularly described and depicted in Exhibit E attached hereto (hereafter, "the 20-Acre Quinn's Junction Parcel");

- B. WHEREAS, on May 17, 1994 DEVELOPER filed an application for annexation to Park City of Flagstaff Mountain, consisting of DEVELOPER's, DEER VALLEY's and Northside Neighborhood Property Owners' land, together totaling an area of approximately 1,750 acres;
- C. WHEREAS, on May 10, 1997 the Park City Council unanimously resolved by Resolution 10-97 to annex Flagstaff Mountain under certain Development Parameters;
- D. WHEREAS, on July 8, 1998 DEVELOPER requested reconsideration by the City of Resolution 10-97 and offered certain incentives for limiting development of the Bonanza Flats, Richardson Flats and the Iron Mountain Parcels;
- E. WHEREAS, on September 10, 1998 the Park City Council unanimously adopted a resolution to rescind Resolution No. 10-97 and to adopt new development parameters for Flagstaff Mountain, Bonanza Flats, Richardson Flats and the Iron Mountain Parcels, as set forth in this Agreement; and
- F. WHEREAS, in the intervening months since the City Council adopted the September 10, 1998 development parameters, the DEVELOPER has further refined its proposal by offering to move 16 single family homes from the sensitive Prospect Ridge area to the Mountain Village and to constrain development in the Northside Neighborhood to reduce site disturbance and to facilitate sale to a conservation buyer for a time certain; and
- G. WHEREAS, the Parties intend to enter into this Agreement to establish new development parameters for Flagstaff Mountain, Bonanza Flats, Richardson Flats, the 20-Acre Quinn's Junction Parcel, and the Iron Mountain Parcels and to establish a time certain for annexation of Flagstaff Mountain into the City.

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants hereafter set forth, the sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

SECTION I. DEFINITIONS

Unless the context requires a different meaning, any term or phrase used in this Agreement that has its first letter capitalized shall have that meaning given to it by the Park City Land Management Code (LMC) in effect on the date of a complete application or, if different, by this Agreement. Certain such terms and phrases are referenced below; others are defined where they appear in the text of this Agreement.

- 1.1 **"Annexation Property"** means that approximately 1,750 acres of property known as Flagstaff Mountain, described and depicted on Exhibit A.
- 1.2 **"Bonanza Flats"** means that approximately 1,500 acres of UPCM property commonly referred to as Bonanza Flats, consisting all of UPCM's holdings in Bonanza Flats and described and depicted on Exhibit C.
- 1.3 **"DEER VALLEY"** means the Deer Valley Resort Company, a Utah limited Partnership and each of its assigns, joint venture partners, and successors in interest, whether in whole or in part. DEER VALLEY shall cause its employees and agents to act in accordance with the terms of this Agreement.
- 1.4 **"DEVELOPER"** means United Park City Mines Company, a publicly traded Delaware corporation, and each of its assigns, joint venture partners, and successors in interest, whether in whole or in part. DEVELOPER shall cause its employees and agents to act in accordance with the terms of this Agreement.
- 1.5 **"Inaction"** provisionally¹ means (a) DEVELOPER's failure to pursue a sequential permit (i.e. Small Scale MPD permit, conditional use permit, subdivision application, or building permit) by failing to submit a complete application for such a permit or by failing to respond to the

¹ This definition has been inserted in anticipation of its inclusion in a new revision of the Land Management Code. This definition will be superseded by an LMC definition of the term.

City's written requests for information which the City deems is necessary to process the application; or (b) DEVELOPER's failure to sustain permitted construction such that the permit under which construction is allowed, expires or is otherwise suspended or revoked.

- 1.6 **“Meeting Accessory Uses”** provisionally² means uses normally associated and necessary to serve meeting and banquet space. Meeting Accessory Uses do not require the use of Unit Equivalents and include:
- 1.6.1 Administrative and Banquet Offices
 - 1.6.2 Banquet Storage Areas
 - 1.6.3 Banquet Prep Areas Storage Areas
 - 1.6.4 Common A/V Storage Areas
 - 1.6.5 Coat Check Areas
 - 1.6.6 Public Restrooms
 - 1.6.7 Public Telephone Areas
 - 1.6.8 Public Hallways
 - 1.6.9 Public Circulation Areas.
- 1.7 **“Mountain Village”** means that mixed-use portion of Flagstaff Mountain described and depicted as the Mountain Village in Exhibit A attached hereto and limited to a total of 84 acres, within three development Pods (A, B₁, and B₂) and maximum densities, unit equivalencies and configuration more fully described herein.
- 1.8 **“Northside Neighborhood”** means that 63-acre portion of Flagstaff Mountain described and depicted as the Northside Neighborhood in Exhibit A attached hereto and limited to the maximum density, unit equivalency, and configuration more fully described herein.
- 1.9 **“Northside Neighborhood Property Owners”** means, in addition to UPCM and DEER VALLEY, Park City Star Mining Company, Inc., a Utah corporation, Bransford Land Company, representing the interests of

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² This definition has been inserted in anticipation of its inclusion in a new revision of the Land Management Code. This definition will be superceded by an LMC definition of the term.

Anne Bransford Newhall, Mary Bransford Leader and Carolyn Bransford MacDonald, and Stichting Beheer Mayflower Project, a legal entity representing the interests of Stichting Mayflower Recreational Fonds and of Stichting Mayflower Mountain Fonds.

- 1.10 **“Pedestrian Village”** means an area configured within Pod A of the Mountain Village for the mixed use of residential, Residential Accessory, Resort Support Commercial, Resort Accessory, meeting and Meeting Accessory Uses within which at least sixty-five percent (65%) of the residential properties are clustered within walking distance (5 minutes) of a Transportation Hub for such residential properties, which can be directly accessed by pathways or sidewalks.
- 1.11 **“Planned Unit Development”** or **“PUD”** means a master planned development consisting of clustered, detached, single family or duplex units with common open space and coordinated architecture.
- 1.12 **“Pod Z”** means that area, depicted on Exhibit F that is limited for ski-related uses as further defined herein.
- 1.13 **“Project”** means the residential, recreational and commercial real estate development to be constructed within Flagstaff Mountain.
- 1.14 **“Residential Accessory Uses”** provisionally³ means uses that are for the benefit of the residents of a commercial residential use, such as a hotel or nightly rental condominium project. Residential Accessory Uses do not require the use of Unit Equivalents. Residential Accessory Uses include:
 - 1.14.1 Common Ski Lockers
 - 1.14.2 Common Lobbies
 - 1.14.3 Registration
 - 1.14.4 Concierge
 - 1.14.5 Bell Stand/Luggage Storage
 - 1.14.6 Common Maintenance Areas
 - 1.14.7 Mechanical Rooms

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³ This definition has been inserted in anticipation of its inclusion in a new revision of the Land Management Code. This definition will be superceded by an LMC definition of the term.

- 1.14.8 Common Laundry Facilities and Common Storage Areas
- 1.14.9 Employee Facilities
- 1.14.10 Common Pools, Saunas and Hot Tubs
- 1.14.11 Public Telephone Areas
- 1.14.12 Public Restrooms
- 1.14.13 Administrative Offices
- 1.14.14 Public Hallways and Circulation Areas

1.15 **“Resort Accessory Uses”** provisionally⁴ means uses that are clearly incidental to and customarily found in connection with the principal resort building or use and are operated for the convenience of the owners, occupants, employees, customers or visitors to the principal resort use. Resort Accessory Uses do not require the use of Unit Equivalents. They include such uses as:

- 1.15.1 Information
- 1.15.2 Lost and Found
- 1.15.3 Mountain Patrol
- 1.15.4 Mountain Administration
- 1.15.5 Mountain Maintenance and Storage Facilities
- 1.15.6 Mountain Patrol and Emergency Medical Facilities
- 1.15.7 Public Lockers
- 1.15.8 Public Restrooms
- 1.15.9 Employee Lockers
- 1.15.10 Ski School/Day Care
- 1.15.11 Ticket Sales Areas
- 1.15.12 Ski Check Areas
- 1.15.13 Public Circulation Areas and Hallways

1.16 **“Richardson Flats”** means all of UPCM’s property at the southeast corner of U.S. 40 and S.R. 248, more fully described and depicted on Exhibit D.

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⁴ This definition has been inserted in anticipation of its inclusion in a new revision of the Land Management Code. This definition will be superceded by an LMC definition of the term.

- 1.17 **“Transportation Hub”** means the terminus of a public and/or private transportation system that is located at a convenient location within the Mountain Village.
- 1.18 **“Unit Equivalent,”** with respect to commercial structures and multifamily and PUD structures, has the meaning set forth in the LMC.⁵ Each single family residential structure (excluding PUDs) approved by the City pursuant to this Agreement for construction within the Project shall have a Unit Equivalent of 1.00, regardless of the size or the location of the single family residential structure. Each commercial structure or portion thereof shall consume 1 Unit Equivalent for each 1000 square feet. Each multifamily and PUD residential structure shall consume 1 Unit Equivalent for each 2000 square feet.

SECTION II. LARGE SCALE MPD—FLAGSTAFF MOUNTAIN

- 2.1. DEVELOPER is hereby granted the equivalent of a Large Scale Master Planned Development (Large Scale MPD) for Flagstaff Mountain. This Large Scale MPD sets forth maximum densities, location of densities and DEVELOPER-offered amenities and is subject to all normally-applicable City processes, and in addition thereto, such processes defined below, including DEVELOPER’s responsibility, prior to or concurrent with the Small Scale MPD process, to submit and ultimately to obtain (upon modification, if necessary) City approval, of satisfactory plans detailed below:

- 2.1.1. Mine/Soil Hazard Mitigation Plan--which plan shall include an inventory of all mine sites, potential sources of release of hazardous materials into the environment, and a plan and schedule for their remediation;
- 2.1.2. Detailed Design Guidelines, with strong architectural themes, for the entire Flagstaff Mountain Project;
- 2.1.3. Specific Transit Plan;
- 2.1.4. Parking Management Plan;

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⁵ Hotel rooms of 500 square feet or less constitute ¼ Unit Equivalent.

- 2.1.5. Detailed Open Space Management Plan;
 - 2.1.6. Historic Preservation Plan;
 - 2.1.7. Emergency Response Plan, including DEVELOPER's commitments to provide infrastructure necessary to serve the Project and Bonanza Flats and phasing therefor;
 - 2.1.8. Trails Master Plan setting forth trail locations, specifications, phasing and timing of public easements;
 - 2.1.9. Private Road Access Limitation Procedures;
 - 2.1.10. Construction Phasing Plan—including construction milestones for project amenities, including Richardson Flats development;
 - 2.1.11. General Infrastructure and Public Improvements Design and Phasing Plan, which calls for the efficient extension of services, concentrating initial infrastructure development in the Mountain Village, and secondarily in the Northside Neighborhood. Such plan shall allow for the construction of a variety of housing types in each phase;
 - 2.1.12. Utilities Master Plan—including the timing, alignment and service strategy for water and sewer service, as well as storm water management throughout the Project and Bonanza Flats;
 - 2.1.13. Wildlife Management Plan; and
 - 2.1.14. Affordable Housing Plan, including phasing.
- 2.2. **Maximum Development Parameters--Flagstaff Mountain.** Flagstaff Mountain is composed of the Mountain Village, the Northside Neighborhood; various ski related improvements, and the Silver Mine Adventure. Upon annexation, Flagstaff Mountain will be zoned as shown on the zoning map attached hereto as Exhibit P. The following maximum development parameters apply to Flagstaff Mountain:
- 2.2.1 **Mountain Village:** The Mountain Village is constrained as follows:

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- 2.2.1.1 **Small Scale MPD.** Site specific volumetrics and configuration will be established in the Small Scale MPD process.
- 2.2.1.2. **Maximum Development Area.** In the Small Scale MPD process, the entire Mountain Village development shall be constrained within a total of 84 acres.
- 2.2.1.3. **Maximum Density.** The maximum density within the Mountain Village is 705 Unit Equivalents configured in no more than 470 residential units.⁶ Such density shall be configured as multi-family, hotel, or PUD units, provided the PUD units do not exceed 60. PUD units consume Unit Equivalents in the same respect as multifamily units. Additionally, the Mountain Village may contain up to 16 detached single family home sites.
- 2.2.1.4. **Pedestrian Village.** At least 65% of the residential units within the Mountain Village must be clustered within the primary development pod (Pod A), and must be located within a five-minute walk of the Transportation Hub. All three development pods (Pods A, B₁, and B₂) within the Mountain Village must be linked by transit.
- 2.2.1.5. **Commercial.** The Mountain Village may additionally include up to 75,000-sq. ft. of Resort Support Commercial uses, which shall include Neighborhood Convenience Commercial uses for residents and visitors such as groceries and sundries.
- 2.2.1.6. **Mine Site Reclamation.** To the greatest extent possible, DEVELOPER shall locate density in disturbed areas. This provision applies primarily to potential density at the Daly West site. Additionally, DEVELOPER shall

⁶ Hotel rooms of 500 square feet or less constitute ¼ Unit Equivalent.

reclaim⁷ all mining and mining overburden sites within Flagstaff Mountain, in accordance with state and federal regulatory agency review.

2.2.1.7. **Public Trails.** DEVELOPER shall construct and dedicate public trails designated on an accepted Trails Master Plan. Many trails will be constructed on land ultimately owned by DEER VALLEY. In those areas, DEER VALLEY shall be responsible for trail maintenance and for enforcing reasonable rules and regulations for public trail use. Such rules may not exclude free public access to the public trail systems identified on the Trails Master Plan.

2.2.1.8. **Deed Restricted Open Space.** Within 30 days of issuance of a Small Scale MPD, DEVELOPER and/or DEER VALLEY shall execute for the benefit of the City perpetual covenants and restrictions with respect to all designated open space associated with the Small Scale MPD and which, at a minimum, shall prevent the construction thereon of residential, commercial and retail structures but shall provide for ski-related uses consistent with paragraph 2.5 herein.

2.2.1.9. **Parking.** Each Small Scale MPD submittal shall include a parking management plan with respect to the portion of the property covered by such Small Scale MPD submittal. The goal of the plan is to design the Mountain Village in such a way as to reduce parking demand by 25%. DEVELOPER shall plan and encourage within the Mountain Village portion of the Project programs such as parking management, paid parking for commercial uses, shuttles and other programs designed to reduce the

⁷ Reclamation shall include, at a minimum, revegetation of exposed areas.

demand for private vehicles and parking. DEVELOPER shall provide for shared parking in all commercial, short-term residential and mixed-use buildings. Assigned or reserved spaces within commercial, short-term residential and mixed-use buildings are prohibited. The majority of the required parking areas will be fully enclosed and/or constructed underground.

2.3 **Prospect Ridge.** DEVELOPER considers the Prospect Ridge area depicted in Exhibit K to be a critical viewshed area for Old Town.

2.3.1 **Public Trails.** Consistent with the Trails Master Plan, DEVELOPER shall construct and dedicate to the City public trails designated within the Prospect Ridge area.

2.3.2 **Deed Restricted Open Space.** Within 30 days of issuance of the first Small Scale MPD, DEVELOPER shall cause to be recorded a document, approved by the City, which shall impose perpetual covenants and use restrictions for that portion of Prospect Ridge depicted as "Recreation Open Space Dedication" on Exhibit K which shall prevent the construction thereon of residential, commercial and/or retail structures, ski lifts, and developed alpine ski runs.

2.4. **Northside Neighborhood.** The Northside Neighborhood is composed of property owned by five separate Northside Neighborhood Property Owners and, upon their written acceptance of the terms of this Agreement, may contain a maximum of 38 homes, the size and location of which shall be determined at Small Scale MPD/subdivision review. The Northside Neighborhood may also contain a 1000 sq. ft. non-denominational Chapel, that will remain open and reasonably available to the public.⁸

2.4.1 **Small Scale MPD.** The Small Scale MPD must include all Northside Neighborhood Property Owners to achieve the

⁸ No utility extension will be allowed for the Chapel. Power may be allowed if it is readily accessible. Location of the Chapel cannot cause the extension of an improved road. Siting and construction must comply with all Code provisions.

maximum density of 38 detached single-family homes. Absent participation by all Northside Neighborhood Property Owners, DEVELOPER and DEER VALLEY may apply for a Small Scale MPD for a maximum of 30 single-family homes on the portion of the Northside Neighborhood owned by DEVELOPER and DEER VALLEY.⁹ In all circumstances, DEVELOPER and DEER VALLEY shall limit development in the Northside Neighborhood as follows:

- 2.4.1.1. **Meadow Restriction.** Homes shall not be in the meadow area generally designated on Exhibit A and further defined in the Small Scale MPD process.
- 2.4.1.2. **Ski Run Separation.** Limits of disturbance for each site shall be a minimum of 50 feet from any ski run.
- 2.4.1.3. **Viewpoint Restrictions.** Structures and roads must be configured to minimize road and utility impacts and to minimize wintertime visual impacts¹⁰ from ski runs and designated viewpoints, including but not limited to the knoll behind the terminus of what is presently known as the Northside chairlift.
- 2.4.1.4. **Public Trails.** Consistent with the Trails Master Plan, DEVELOPER, DEER VALLEY, and Northside Neighborhood Property Owners shall dedicate to the City improved public trails and trail easements that connect to the surrounding trail system. Where trails pass through the Deer Valley Ski Area, DEER VALLEY shall be responsible for trail maintenance and for enforcing reasonable rules and regulations. Such rules

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⁹ If Park City Star, Bransford or Mayflower do not reach an agreement with DEVELOPER and DEER VALLEY with respect to the joint development of the detached single family homes within the Northside Neighborhood, then DEVELOPER and DEER VALLEY shall grant to the City the right to connect to the utility lines and to grant limited access to roads within the Northside Neighborhood without cost to serve the remaining property owners.

¹⁰ As well as summertime visual impacts.

may not exclude free public access to the public trail systems identified on the Trails Master Plan.

2.4.1.5. **Enchanted Forest.** No development shall occur in the “Enchanted Forest” area generally designated on Exhibit A and further defined in the Small Scale MPD process.

2.4.1.6. **Deed Restricted Open Space.** Within 30 days of issuance of a Small Scale MPD, DEVELOPER shall record perpetual covenants and restrictions with respect to all designated open space associated with the Small Scale MPD and which shall prevent the construction thereon of residential, commercial and retail structures but shall allow ski-related uses.

2.4.2. **Northside Neighborhood Conservation Plan.** DEVELOPER and DEER VALLEY agree to refrain from transferring, improving or developing the Northside Neighborhood for 3 years, from the date of this Agreement to facilitate the potential of (a) the fee simple sale of the Northside Neighborhood, or (b) the sale and transfer of the development rights from the Northside Neighborhood. In either case, the sale would be completed within said time period and would be to a conservation buyer or buyers at fair market value at the date of purchase. Fair market value in this context shall reflect the entitlement for single family detached units set forth in the Large Scale Master Plan and this Agreement or, if the Small Scale Master Plan has been issued, as reflected in the Small Scale Master Plan for the Northside Neighborhood. The three-year period noted above shall not limit the Planning Commission’s authority in connection with approval of the phasing plans required in sections 2.1.10 and 2.1.11.

2.5. **Ski-Related Development.** Subject to conditional use review, DEER VALLEY may construct a skier day lodge of a maximum of 35,000 square feet, in the approximate location depicted on Exhibit A. The day lodge

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shall have no public road access and no day skier parking, must have adequate emergency vehicle access, and shall have only limited parking to meet service and administrative requirements. DEER VALLEY shall provide deed-restricted employee/affordable housing units as defined by the City's affordable housing policy in an amount equal to 20% of the commercial Unit Equivalents approved by the City for the day lodge prior to issuance of a Certificate of Occupancy for the day lodge.

2.5.1 **Conditional Use (Administrative).** Ski terrain and ski-related development is an administrative conditional use within the Project, consistent with the Deer Valley Ski Area Master Plan depicted in Exhibit F attached hereto, provided that only two graded runs shall be allowed in ski Pod Z, with thinning and other limited vegetation removal in the balance of Pod Z for skier safety and glade skiing. Review of ski terrain and ski-related development shall include, but shall not be limited to consideration of the following:

- 2.5.1.1 Openings for ski trails and lifts with straight edges and uniform widths will be minimized to the greatest extent possible.
- 2.5.1.2 Trails that are designed for base area return or circulation between fall line areas shall be designed for appropriate grades and widths consistent with minimizing visual impact.
- 2.5.1.3 Lift towers shall be painted or otherwise treated to blend with the natural surroundings.
- 2.5.1.4 Vegetation management, re-vegetation and erosion control techniques shall be designed in accordance with the "Deer Valley Resort Company Ski Run Construction and Revegetation Standards" attached hereto as Exhibit G. The objective shall be to achieve a vegetative condition that enhances the skier experience and long

term forest health. Re-vegetation shall be designed to control erosion and to restore ground cover as quickly as possible after ground disturbing activities.

2.6 Beano's Style Private Club. DEVELOPER may construct a private restaurant (Beano's Cabin at Beaver Creek-style¹¹), at a location to be determined at the Small Scale MPD phase, with emergency access only, and no private vehicular access or parking. The size of the private restaurant shall be determined at Small Scale MPD review and shall not exceed 7000 square feet.

2.7 Silver Mine Adventure. DEVELOPER may continue to operate the Silver Mine Adventure on the Ontario Mine Site as a valid, non-conforming use. Any change or expansion of use shall be processed in accordance with the LMC in effect at the time of the DEVELOPER's submission of a complete application for the proposed expansion.

2.8 Access and Alignment of S.R. 224. DEVELOPER shall access Flagstaff Mountain by means of S.R. 224, and a private road system. DEVELOPER shall realign a portion of S.R. 224 in the approximate location set forth on Exhibit H attached hereto, and shall construct a private road system for Flagstaff Mountain in the approximate location depicted on Exhibit H. The Parties agree to the following access and alignment of the road systems within Flagstaff Mountain:

2.8.1 Alignment. Upon Planning Commission approval of the first Small Scale MPD for Flagstaff Mountain, DEVELOPER shall petition to vacate the existing S.R. 224 alignment and, if granted, shall realign and dedicate the relocated S.R. 224 right of way to a standard similar to the existing S.R. 224 (with an asphalt surface for dust control). Such alignment shall be as generally depicted on Exhibit H. DEVELOPER shall block and prohibit vehicular access over the discontinued historic alignment of S.R. 224.

¹¹ Beano's is a 7000 square foot private restaurant. This reference to a Beano's-style restaurant is not intended to predetermine the Planning Commission's decision regarding the maximum allowable size of such a restaurant.

Access over the realigned S.R. 224 shall remain seasonal (warm weather only). Upon completion of construction thereof, to the reasonable satisfaction of the City Engineer, the City shall accept the dedication of public roads under its jurisdiction identified on Exhibit H, or as determined by the Council, upon recommendation of the Planning Commission through the Small Scale MPD and subdivision processes.

- 2.8.2 **Private Road.** Upon Small Scale MPD approval, and only to the extent of the Small Scale MPD approval, DEVELOPER shall construct a private road system within Flagstaff Mountain, as depicted in Exhibit H, over which DEVELOPER shall maintain all-season access throughout the year.
- 2.8.3 **Seasonal, Controlled Automobile Access.** DEVELOPER shall support and shall not undermine seasonal closure of realigned S.R. 224 and shall control motorized vehicular access from S.R. 224 to the private road system to prevent vehicular through traffic.
- 2.8.4 **Emergency Deer Valley Access.** The Project's seasonal emergency secondary access is through the Deer Valley Ski Area generally as depicted on Exhibit I and crash-gated in the approximate locations shown on Exhibit I. DEER VALLEY shall provide the City and the Park City Fire Service District with keys and/or combinations to the gates. The emergency access is necessary as a controlled evacuation route and as an emergency access for fire and safety personnel and equipment only. The secondary access route is an important ski run to the Deer Valley Ski Area that, in all but the most exceptional circumstances, will be used by skiers and over-the-snow vehicles. The Park City Fire Marshall may cause the access to be plowed and placed into winter service for emergency and evacuation purposes in that

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exceptional emergency situation when normal road access to Flagstaff Mountain is interrupted for an extended period.¹²

- 2.8.5 **Controlled Snowmobile Access.** Winter snowmobile access to Brighton Estates and to Bonanza Flats is presently available over portions of S.R. 224. DEVELOPER and DEER VALLEY shall allow seasonal snowmobile access to property owners and renters in Brighton Estates over those portions of S.R. 224 within the Project that are presently used or alternatively over similar portions of S.R. 224 as may be relocated. DEVELOPER and DEER VALLEY shall otherwise prevent wintertime motorized vehicular access to the extent such action is consistent with the policy of the public entity that owns S.R. 224. The current recreational snowmobile concession in Flagstaff Mountain shall be eliminated with the relocation of S.R. 224.
- 2.8.6 **DEVELOPER's Consent to Transfer.** DEVELOPER consents to cooperate with the City in any state transfer of any portion of S.R. 224.
- 2.9 **Flagstaff Mountain Mitigation/Amenities.** At the City's request, the DEVELOPER shall deliver the following mitigation and amenities as an inducement to execute this Development Agreement:
- 2.9.1 **Trails.** DEVELOPER shall construct, maintain and commit to free public use, an improved public trail system as set forth in an approved Trails Master Plan. The construction of the trails shall be phased with the progress of the development of the Project. Existing trails shall remain open to the public until provisional or final trails have been constructed. Final trail locations may vary due to field conditions and season. Relocation of any trails shall be identified in the Trails Master Plan. Where the trails pass through the Deer Valley Ski Area, or are located on non-development lands owned or controlled by Deer Valley, Deer

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¹² The Park City Fire Marshall may not cause the access to be plowed simply for public convenience.

Valley shall be responsible for trail maintenance and for enforcing reasonable rules and regulations for trail use, including reasonable rules and regulations intended to prevent or minimize conflict between potential trail uses. Pedestrian and bicycle uses of the trail system shall not be prohibited or restricted without being so identified in the Trails Master Plan.

2.9.2 **Gondola.** If approved by the City, DEVELOPER shall construct a gondola from a location in or near Old Town to a terminus in the Mountain Village. DEVELOPER shall submit to the City a complete written description comparing the development scenarios for Flagstaff Mountain with the construction of a gondola and without the construction of a gondola. The City agrees to work expeditiously through the public process with respect to making a final decision regarding the construction of a gondola as set forth in this Section.

2.9.3 **No Gondola Alternative.** If the City determines that the construction of a gondola is not feasible or in the public interest, then: a) DEVELOPER shall contribute \$1,000,000 in cash to the City to be used specifically for other traffic mitigation projects in the City related to the Project, and b) pursuant to an approved Specific Transit Plan or a Parking Management Plan, and in addition to all other commitments herein, DEVELOPER shall expend an additional \$1,000,000 (\$2,000,000 total) for traffic mitigation beneficial to the Project. If DEVELOPER is required to expend \$1,000,000 for traffic mitigation directly related to the Project, then such traffic mitigation expenses and the timing thereof shall be set forth in the Specific Transit Plan.

2.9.4 **Historic Preservation.** The Historic Preservation Plan, at a minimum, shall contain an inventory of historically significant structures located within the Project and shall set forth a preservation and restoration plan, including a commitment to

dedicating preservation easements to the City, with respect to any such historically significant structures. The head frame at the Daly West site is historically significant.

2.9.5 **Enhanced Environmental Protection.** DEVELOPER shall limit the construction or installation of wood-burning devices to one wood-burning device in each of the 54 single-family homes in the Project. DEVELOPER shall not request approval from the City for wood-burning devices in any other attached, or detached, residential uses. Within each lodge, or hotel constructed within the Project, DEVELOPER shall have the right to construct one wood-burning device in each such lodge or hotel.

2.9.6 **Lady Morgan Springs Open Space (Passive Use).** The Lady Morgan Springs Area¹³, shall be restricted, by conservation easements acceptable to the City, and signs and monitoring, if necessary, to limit use of the area to skiing (without cutting runs, glading, or thinning trees) and daytime recreational hiking. Neither construction activity nor motorized vehicular use of any kind shall be allowed in the Lady Morgan Springs Area, except as allowed, with City staff approval, for forestry and wetlands management.

2.9.7 **Open Space (Active).** All land outside of the development areas (ski terrain and open space designated on Exhibit A) will be zoned as Recreation Open Space (ROS-MPD). Upon issuance of the first Small Scale MPD for any portion of the Project, DEVELOPER and DEER VALLEY shall execute a conservation easement, for the benefit of the City and a third party conservation trust (or similar entity), to limit their use of the Flagstaff Mountain ski terrain to construction, development and operation of ski and mountain bike lifts, ski and mountain bike

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¹³ Described and depicted on Exhibit J, and as further defined in the Small Scale MPD process.

runs, one skier day lodge, and other similar winter and summer recreational uses and services. Such conservation easements shall prohibit any hotel, lodging, residential or commercial construction or use on ROS-zoned land in Flagstaff Mountain. Such conservation easement shall be to the reasonable satisfaction of the City and shall be first in priority in title.

2.9.8 **Open Space (Prospect Ridge).** Within 30 days of issuance of a Small Scale MPD, DEVELOPER shall grant to the City a conservation easement, with free public trail access, without encumbrances, over acreage located on Prospect Ridge, contiguous with City-owned open space. The conservation easement area on Prospect Ridge is identified on Exhibit K attached hereto. Such conservation easement shall be to the reasonable satisfaction of the City and shall be first in priority in title.

2.9.9 **Open Space (Iron Mountain).** Upon the issuance of any Small Scale MPD, for any portion of the Project, DEVELOPER shall deed restrict or transfer to Park City, the Iron Mountain Parcels with City-approved encumbrances. In connection with such dedication, DEVELOPER shall reserve to DEVELOPER the right to lease to third parties the Iron Mountain Parcels for ski and other environmentally sensitive recreational uses. Such reservation shall not include the right to cut runs, glade, or thin trees, or construct or install ski lifts or developed alpine ski runs. DEVELOPER shall also reserve the right to retain all rent, proceeds and other consideration resulting from or generated by DEVELOPER leasing the Iron Mountain Parcels to third parties for ski and recreation-related uses. DEVELOPER shall indemnify, defend and hold the City harmless from any claim arising from DEVELOPER's or a third party lessee's use of the Iron Mountain Parcels. Nothing herein should be construed to

limit or waive governmental immunity with respect to claims made against the City.

2.9.10 **Neighborhood-Specific Design Guidelines.** DEVELOPER shall incorporate a Master Resort Association for Flagstaff Mountain and a Project-specific Property Owners' Association for the Mountain Village and Northside Neighborhood areas to cooperatively manage certain aspects of the Project. The Design Guidelines for both the Project and Bonanza Flats must emphasize a strong, common architectural theme, and shall be enforceable by one or more of the above-mentioned Associations.

2.9.11 **Public Safety.** A comprehensive emergency response plan will be required. The proposal includes a public safety site, at a minimum. The final public safety and emergency access plan must be determined prior to any permit issuance and only after coordination with the affected entities, such as the Park City Fire Service District.

2.9.12 **Sandridge Parking Lots.** Prior to the issuance of a Small Scale MPD for any portion of Flagstaff Mountain, DEVELOPER shall irrevocably offer to dedicate to the City a conversation easement, or deed, satisfactory to the City to preserve the Sandridge Parking Lots, described in Exhibit L as a public parking facility. Such interest shall be offered with no outstanding monetary encumbrances.

2.9.13 **Sandridge Heights Property.** Developer further agrees to limit its use of its Sandridge Heights property, described in Exhibit L, to either affordable housing or open space.

2.10 **FLAGSTAFF MOUNTAIN MITIGATION MEASURES:**

2.10.1 **Water System.** DEVELOPER shall build and dedicate to the Park City Water Service District an adequate water delivery

system within Flagstaff Mountain to serve the Project, including all fire flow and irrigation needs.

2.10.1.1 **Withdrawal of Water Protests.** DEVELOPER shall immediately withdraw its protests to the City's pending water change application(s) before the State Engineer and agrees not to protest future City applications before the State Engineer.

2.10.1.2 **Water Source.** DEVELOPER shall design and construct a water source and delivery system to transport water from the water source to Flagstaff Mountain and to dedicate that system to the City. DEVELOPER and the City anticipate that such delivery system will include the development of a well of sufficient capacity to serve the Project.

2.10.1.3 **Group II Rights.** The City and DEVELOPER agree to file a joint application with the State Engineer to convert to municipal use within the boundaries of the Park City Water Service District all "Group II" water rights owned by both parties. The joint application will list all mutual points of diversion, all of the City's municipal sources, and all of DEVELOPER's sources including the proposed Ontario and Empire Canyon Wells. DEVELOPER and the City shall divide the Group II rights approved for municipal use evenly, with DEVELOPER and the City each taking ownership of one-half of the total approved rights. DEVELOPER agrees to sell exclusively to the City its portion of the approved Group II water rights and DEVELOPER's interest in its Theriot Springs and Haueter Springs water rights (Weber Decree Award #456, #467 and #468)

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collectively referred to herein as the “Committed Water”.

2.10.1.4 **Committed Water.** Once approved for municipal use, all Committed Water shall be leased to the City at a nominal cost and will therefore be unavailable for sale to others. DEVELOPER shall dedicate the Committed Water to the City, and the City shall pay to DEVELOPER from time to time an amount equal to the water development impact fees actually collected by the Park City Water Service District from the development of Flagstaff Mountain. Each such payment from the City to DEVELOPER shall be paid within 30 days following the receipt by the Park City Water Service District of each such water development impact fee.

2.10.1.5 **Excess Water Rights.** If after ten (10) years or 90% buildout of Flagstaff Mountain and Bonanza Flats, whichever last occurs, DEVELOPER retains water rights in excess of the water demand for both projects, the City may purchase the excess water rights from DEVELOPER at fair market value based on an appraisal from a mutually agreed upon appraiser or the City may relinquish its interest in the excess water rights. The City shall elect to either purchase (some or all of the excess water rights) or relinquish its interest in the excess water rights within 180 days of written notice of the expiration of 10 years or 90% buildout of both projects, whichever last occurs. If the City takes no action within the 180 days, City will be deemed to have relinquished its interest in the excess water rights.

2.10.1.6 **Impact Fees and Water Rates.** The City will charge water development and connection impact fees

and water rates within the Project in an amount equal to the water development and connection impact fees and water rates charged to other water users within the Park City Water Service District, unless extraordinary costs can be identified by the City and fairly assigned to the water users within the Project.

2.10.2 Transportation and Traffic Mitigation. DEVELOPER has agreed to provide the following transportation and traffic mitigation measures.¹⁴ Prior to the issuance of a Certificate of Occupancy within the Mountain Village,¹⁵ the DEVELOPER shall provide the following to reduce the traffic anticipated by the Project:

2.10.2.1 **Van and Shuttle Service.** DEVELOPER shall provide for its owners, employees and guests, van and shuttle service alternatives consisting of regular circulator service within the Mountain Village and service from the Mountain Village to key destinations such as the Salt Lake International Airport, Main Street, Silver Lake, golf courses, and recreational trail heads.

2.10.2.2 **Road and Intersection Improvements.** Attached hereto as Exhibit M is a map and a more detailed list of improvements, which shall be constructed by DEVELOPER in satisfaction of this obligation. Prior to the construction of any of the improvements described below, the City shall review and approve or reject with suggested changes all plans, drawings and specifications with respect to the alignment and construction of such road and intersection

¹⁴ However, within the Small Scale MPD process, the City may conclude that these transportation and traffic measures should be reduced, and will modify DEVELOPER's obligations accordingly.

¹⁵ Except for DEER VALLEY's day lodge pursuant to paragraph 2.5 herein.

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improvements. Following DEVELOPER's completion of the construction of such improvements, DEVELOPER shall offer to dedicate such improvements to the appropriate governmental entity.

2.10.2.3 Contribution to Marsac Roundabout.

DEVELOPER shall financially participate in the reconstruction of the intersection of Marsac Avenue and Deer Valley Drive. DEVELOPER is responsible for paying its proportionate share (determined by projected traffic generation) of the City's cost of such reconstruction to mitigate the impact of the Flagstaff Mountain and Bonanza Flats projects on the intersection.

2.10.2.4 Runaway Truck Lane. DEVELOPER, or an affiliate of DEVELOPER, shall construct a runaway truck lane on the Mine Road section of S.R. 224, as described on Exhibit N attached hereto. DEVELOPER expects to dedicate the Runaway Truck Lane to UDOT.

2.10.2.5 Mine Road Widening. Upon Planning Commission recommendation, DEVELOPER shall widen the Mine Road section of S.R. 224 as described on Exhibit M attached hereto.

2.10.2.6 Mine Road Passing Lane. Upon Planning Commission recommendation, DEVELOPER shall create and dedicate a passing lane on the Mine Road section of S.R. 224 as described on Exhibit M attached hereto.

2.10.2.7 Drainage Improvements. DEVELOPER shall improve drainage to S.R. 224 as described on

Exhibit M attached hereto.

2.10.2.8 **Landscaping.** Upon Planning Commission approval, DEVELOPER may construct and create, at DEVELOPER'S sole cost and expense, landscape improvements in the area depicted on Exhibit M, uphill from the intersection of S.R. 224 with Hillside to act as a Project entry statement.

2.10.3 **Construction Mitigation.** DEVELOPER shall provide the following measures, all to the reasonable satisfaction of the City's Chief Building Official, to mitigate the impact of construction within Flagstaff Mountain. DEVELOPER shall also adhere to the usual construction impact mitigation measures required by the City. Additional reasonable site-specific mitigation measures may be required at the Small Scale MPD phase. These measures will be permanently reflected in Covenants, Conditions and Restrictions of each development parcel. The Detailed Construction Phasing Plan to be submitted by DEVELOPER to the City shall include, without limitation, provisions pertaining to:

2.10.3.1 Limits of Disturbance and Vegetation Protection for all construction, including construction of public improvements.

2.10.3.2 Construction staging, on-site batch plants, and materials stockpiling¹⁶ and recycling in the Daly West area to keep all excavated materials on site during the Project infrastructure and construction phases.

2.10.3.3 Construction traffic routing plan to minimize traffic impacts on Old Town and residential areas, by only allowing construction traffic to use current state roads, unless otherwise directed by the City.

2.10.3.4 Dust and soils monitoring and containment, along with

¹⁶ Developer shall stockpile all earthen material on site.

remediation of contaminated mining waste within the areas that are disturbed during the construction of the improvements within the Project and erosion and runoff controls for the entire Project

2.10.3.5 Temporary public access trails throughout construction.

2.10.3.6 Tools and equipment storage on-site adequate to serve all construction.

2.10.4 **Employee/Affordable Housing.** DEVELOPER shall provide deed-restricted employee/affordable housing units as defined by the City's affordable housing policy in an amount equal to 10% of the residential and 20% of the commercial Unit Equivalents approved by the City for the Project. A minimum of 25% of the affordable housing obligation shall be located on-site within the Project, unless otherwise directed by the Housing Authority. DEVELOPER and the City shall consult with Mountainlands Housing Trust, or its equivalent (if any), to determine the type and location of employee/affordable housing which would be most effective in offsetting the demand generated from the Project. DEVELOPER shall provide the remaining 75% of the units as directed by the Housing Authority. The employee/affordable housing will be phased with the Project. Upon Planning Commission recommendation, the Housing Authority may direct DEVELOPER to:

2.10.4.1 Develop, subject to deed restrictions some of the remaining units on the 20-Acre Quinn's Junction Parcel; or

2.10.4.2 Donate in a form satisfactory to the City, without restrictions or encumbrances, the 20-Acre Quinn's Junction Parcel to the City in lieu of some or all of the remaining portion of DEVELOPER's affordable housing obligation; or

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2.10.4.3 Build the units on an alternate parcel provided to DEVELOPER by the City. DEVELOPER must donate the 20-Acre Quinn's Junction Parcel to the City if the City offers to donate otherwise suitable land to DEVELOPER. If the City and DEVELOPER exchange parcels with respect to the new employee/affordable housing units, then DEVELOPER shall construct on such alternate parcel such number of new employee/affordable housing units, up to the required number of units, for which DEVELOPER is able to obtain approval. In no event shall the cost incurred by DEVELOPER to construct the new employee/affordable housing units on an alternate parcel provided by the City exceed the cost which DEVELOPER would have incurred to construct such new employee/affordable housing units on the 20-Acre Quinn's Junction Parcel; or

2.10.4.4 If mutually acceptable to DEVELOPER and the City, pay to the City a fee in lieu of constructing employee/affordable housing, consistent with the City's affordable housing policy, if such payment in lieu of constructing employee/affordable housing results in the construction or dedication of actual units for affordable /employee housing; or

2.10.4.5 Satisfy its obligation in a manner otherwise consistent with the City's affordable housing policy.

2.10.5 5-Year Irrevocable Offer to Annex the 20-Acre Quinn's

Junction Parcel. For the next five years, DEVELOPER hereby irrevocably offers to annex the 20-Acre Quinn's Junction Parcel to the City.

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SECTION III. ADDITIONAL PUBLIC BENEFITS

In addition to the foregoing, DEVELOPER offers the following inducements to contract:

- 3.1 **Richardson Flats.** DEVELOPER unconditionally offers to annex Richardson Flats to the City and, regardless of the annexation of Richardson Flats, to restrict development of Richardson Flats to one of the following options to be selected by DEVELOPER, at DEVELOPER'S sole discretion:

Option 1. Under Option one DEVELOPER must limit the use of Richardson Flats to golf (with the requisite clubhouse, maintenance buildings and other related improvements), equestrian uses (including the construction of an arena or indoor equestrian center), and/or such other public recreational opportunities or special events as the City may deem proper. In the event DEVELOPER is able to obtain necessary approvals from EPA and/or DEQ, then DEVELOPER must construct on Richardson Flats a golf course, clubhouse, and driving range with adequate¹⁷ provisions for defined public access.

Option 2. Under Option two, DEVELOPER must limit the use of Richardson Flats to an 18-hole golf course (with the requisite clubhouse, maintenance buildings and other related improvements)¹⁸ and would make available to the City a site for a second 18-hole golf course. The site to be donated to the City would not include land in need of environmental remediation. If a second golf course is constructed under Option two, then the City and DEVELOPER shall work cooperatively to develop shared facilities such as a driving range and golf maintenance shops.

Option 3. If, after diligent efforts, DEVELOPER cannot receive EPA or DEQ approval of the aforementioned recreational

¹⁷ The course must be operated to maximize play.

¹⁸ Under Option 2 DEVELOPER may in the City's sole discretion be afforded the right to use Richardson Flats for such other public recreational opportunities or special events as the City may deem proper.

improvements, DEVELOPER will perpetually deed restrict Richardson Flats to prevent further development.¹⁹

- 3.2 **Open Space/Transit Management Fund.** DEVELOPER shall pay on each transfer of DEVELOPER's land, and shall separately covenant with all successors in interest in a manner which runs with the land, to assess a 1% Open Space/Transit Management Fee on the gross sales price of all real property within the Project. 50% of the Open Space/Transit Management Fee shall belong to the Flagstaff Mountain Master Resort Association to reduce Master Resort Association dues associated with obligations assumed herein or to enhance the Master Resort Association's service to its members. 50% of the Open Space/Transit Management Fee shall be paid to the City to assist in funding the costs and expenses for enhanced transportation to the Project, recreation improvements and/or open space acquisition, maintenance or preservation. This Open Space/Transit Management Fee shall not apply to the transfer of real property within the Project either solely as security for financing (e.g. mortgage) or for nominal consideration solely to initially capitalize the development entity. DEVELOPER acknowledges that the Project requires an open space management fee to mitigate the adverse effects of the Project. As such, DEVELOPER covenants that it will pay this fee as a contractual obligation, and not as a regulated entity. DEVELOPER shall vigorously defend the imposition of such fees. DEVELOPER shall not take any action (contractually, judicially, or legislatively) to challenge or otherwise adversely affect the enforceability of the Open Space/Transit Management Fee as a valid and enforceable real covenant.

SECTION IV. IMPACT FEES/PLAN CHECK FEES

- 4.1 **Conditions of Approval and Impact Fees.** With respect to the development of Flagstaff Mountain, DEVELOPER accepts and agrees to comply with the impact, connection and building fees of the City currently

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¹⁹ The timing of Richardson Flats development shall be addressed in the Construction Phasing and General Infrastructure Phasing Plans required in Sections 2.1.10 and 2.1.11 with development commencing as early as possible.

in effect, or as amended, to the extent the amended fees are applied uniformly within an impact fee district. DEVELOPER acknowledges that the Project requires infrastructure supported by impact fees and finds the fees currently imposed to be a reasonable monetary expression of exactions that would otherwise be required at this time. As such, DEVELOPER covenants that it will pay impact fees as a contractual obligation, and not exclusively as a regulated entity. If the state legislature disallows the imposition of a regulatory impact fee, DEVELOPER will pay those impact fees in effect at the time of such change in state law throughout the remaining buildout of the Project. Further DEVELOPER agrees to pay plan check fees in the amount of 65% of the building permit fee.

SECTION V. BONANZA FLATS DEVELOPMENT PARAMETERS

- 5.1 **Restrictions on Bonanza Flats Development.** DEVELOPER covenants that it will never apply, nor assist in any application, to the City or to Wasatch County for the development of Bonanza Flats in excess of the following maximum densities. Further, DEVELOPER shall amend its development application with Wasatch County, and shall restrict development in Bonanza Flats to the following maximum densities:
- 5.1.1 A maximum of 260 residential units (280 Unit Equivalents), of which no more than 160 units shall be Bonanza Flats single family home sites.
 - 5.1.2 An 18-hole golf course, including the construction of no larger than a 20,000 sq. ft club house and other golf-related facilities, with Nordic skiing thereon during the winter, all as generally depicted on Exhibit O.
 - 5.1.3 75,000 square feet of resort-related commercial uses.
 - 5.1.4 Alpine and Nordic ski terrain, ski runs, ski lifts and other ski-related improvements, all as depicted on Exhibit O.
- 5.2 **Wasatch County Approval of Bonanza Flats Development Proposal.** DEVELOPER has a pending application in Wasatch County, with respect

to Bonanza Flats, requesting density far in excess of that which the City regards as appropriate. As an inducement for the City to enter into this Agreement, DEVELOPER agrees to amend its development application with Wasatch County in order to reflect the terms and conditions of this Agreement regarding the development of Bonanza Flats. City's contractual restrictions on Bonanza Flats development are in no respect an endorsement of development on Bonanza Flats. DEVELOPER agrees that the portions of Bonanza Flats, as described on Exhibit C attached hereto, which are not to be developed shall be subjected to restrictive covenants or conservation easements, dedicated to a third party conservation trust (or similar entity), in a form acceptable to the City, so that the real property which is not to be developed shall be limited in perpetuity to recreational and open-space uses. DEVELOPER and the City acknowledge that the annexation of Bonanza Flats to the City is not being considered at this time by either the City or by DEVELOPER.

- 5.3 **Snyderville Basin Sewer Improvement District Annexation.** Snyderville Basin Sewer Improvement District ("SBSID") must agree to annex Bonanza Flats and agree to provide sewer service within Bonanza Flats if Park City is to provide water service to the area. SBSID capacity shall be restricted in size to accommodate no more than the restricted densities agreed to herein. If Wasatch County approves the use of Park City water for culinary use in Bonanza Flats, then DEVELOPER must apply for and pursue annexation to SBSID.
- 5.4 **Annexation.** If Wasatch County recommends that DEVELOPER seek annexation to the City of Bonanza Flats, then DEVELOPER shall request that the City annex Bonanza Flats. In the event that DEVELOPER requests that the City annex Bonanza Flats, the City anticipates the execution of an interlocal agreement with Wasatch County to address fiscal issues in connection with the City's annexation of Bonanza Flats.
- 5.5 **Request for Transfer of Bonanza Flats Density to Flagstaff Mountain.** DEVELOPER may seek approval from the City of additional density

within Flagstaff Mountain in exchange for DEVELOPER transferring approved density from Bonanza Flats and deed restricting such land as open space. City's contractual restrictions on development in Bonanza Flats in no way shall be construed as an endorsement of such densities either in Bonanza Flats nor transferred to the Mountain Village. Upon DEVELOPER's request, the City would consider such transfer. If favorably inclined to entertain such density transfer, the City would attempt in good faith to negotiate an interlocal agreement with Wasatch County to address fiscal issues associated with such action. In connection with any such request by DEVELOPER, the City may give higher priority to the transfer of multifamily or lodging units and may consider many factors, including but not limited to the following:

- 5.5.1 The location and quality of open space within the Bonanza Flats property that would occur as a result of the transfer;
- 5.5.2 The suitability of increased density in the Mountain Village;
- 5.5.3 The potential reduction of traffic;
- 5.5.4 The potential positive impacts on the transportation system;
- 5.5.5 The visual and other impacts to the Mountain Village; and
- 5.5.6 The positive and negative impacts to the Bonanza Flats Property.

5.6 **Private Road.** Consistent with an approved phasing plan for Flagstaff Mountain, DEVELOPER may construct a private controlled access road between the Flagstaff Mountain and the Bonanza Flats development areas, provided that such private road is properly controlled to prevent through access to adjacent properties and deed restricted to prevent its extension beyond the terminus depicted in Exhibit C.

5.7 **Water Service.** DEVELOPER and the City acknowledge and agree that water service and sewer service to Bonanza Flats should be provided from the same basin in order to avoid any trans-basin transfer issues. Inasmuch as the City shall be providing water service to the Project, the City and DEVELOPER desire that the City provide water service to Bonanza Flats as well. If Wasatch County: 1) approves DEVELOPER's amended

proposal for the limited development of Bonanza Flats detailed herein, and 2) approves DEVELOPER's proposal that the City provide water service to Bonanza Flats, then, subject to a City-approved infrastructure phasing plan, DEVELOPER shall build and dedicate to the Park City Water Service District an adequate water delivery system, to service Bonanza Flats, including all fire flow and irrigation needs. DEVELOPER shall work cooperatively with the City to develop a water source or sources, including, but not limited to, making well sites, water rights and easements available to the City. The City shall provide culinary water to Bonanza Flats according to the terms of this Agreement. DEVELOPER will construct all infrastructure, including a source of water necessary to provide water service to Bonanza Flats. City water development and connection fees, as well as water rates, shall be the same as those imposed in the Project, unless the City can identify and fairly assign extraordinary costs to end users within Bonanza Flats. No water from a Weber Drainage Basin source shall be used for outdoor uses in Bonanza Flats.

- 5.8 **No Annexation Alternative.** If Bonanza Flats is not annexed into the City, and if the requirements described in Sections 5.3, 5.6 and 5.7 are satisfied, then DEVELOPER shall not build within Bonanza Flats more than the units described in Section 5.1 above.
- 5.9 **Conditions of Development of Bonanza Flats.** Regardless of the annexation of Bonanza Flats to the City, DEVELOPER agrees to the following:
- 5.9.1 The residential and commercial units constructed within Bonanza Flats shall not be located adjacent to the lakes within the Bonanza Flats property.
 - 5.9.2 If Bonanza Flats is developed, but is not annexed DEVELOPER agrees to provide employee/affordable housing units consistent with its obligations in the Flagstaff Mountain annexation.
 - 5.9.3 Within Bonanza Flats, DEVELOPER shall limit the construction of wood-burning devices to one wood-burning device per single

family unit. DEVELOPER shall not request approval from Wasatch County or from the City for wood-burning devices in any other attached, or detached, residential uses. Within each lodge, or hotel constructed within Bonanza Flats, DEVELOPER may construct one wood-burning device in each such lodge or hotel.

5.9.4 DEVELOPER shall pursue an interlocal agreement with Wasatch County whereby the Park City Fire Protection District will provide fire protection services within Bonanza Flats.

5.9.5 Upon realignment of S.R. 224, DEVELOPER shall prohibit commercial snowmobile use within Bonanza Flats.

SECTION VI. AMENDMENT OF AGREEMENT AND DEVELOPMENT PLAN

6.1 This Agreement may be amended from time to time by mutual written consent of the Parties.

SECTION VII. IMPLEMENTATION OF THIS AGREEMENT

7.1 **Processing and Approvals.** Site specific plans shall be deemed proposed Small Scale Master Plans and shall be subject to the process and limitations set forth in the Park City Municipal Corporation Land Management Code that is in effect when the DEVELOPER submits a complete application for a Small Scale MPD.

7.2 **Cooperation in the Event of Legal Challenge.** If any third party challenges the validity, or any provision, of this Agreement, (1) the Parties shall cooperate in defending such action or proceeding, and (2) DEVELOPER shall hold harmless, and shall indemnify the City for all costs (including attorneys' fees) associated with defending this Agreement. Nothing herein shall be construed as a waiver of governmental immunity, as applicable.

7.3 **Impossibility of Performance.** If this Agreement is delayed in its effect by actions beyond the control of City or DEVELOPER, this Agreement shall remain in full force and effect during such delay. If such delay in the effect of this Agreement extends for a period of more than one year, this

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Agreement shall be terminable by DEVELOPER or the City upon written notice to the other at any time after such initial one-year period. In the event of termination, all rights and obligations hereunder shall be deemed terminated, provided, however, that the parties shall cooperate to return to the status quo ante.

Section VIII. GENERAL PROVISIONS

- 8.1 **Covenants Running with the Land.** The provisions of this Agreement shall constitute real covenants, contract and property rights and equitable servitudes, which shall run with all of the land subject to this Agreement. The burdens and benefits hereof shall bind and inure to the benefit of each of the Parties hereto and all successors in interest to the Parties hereto. All successors in interest shall succeed only to those benefits and burdens of this Agreement which pertain to the portion of the Project to which the successor holds title. Such titleholder is not a third party beneficiary of the remainder of this Agreement or to zoning classifications and benefits relating to other portions of the Project.
- 8.2 **Transfer of Property.** DEVELOPER and DEER VALLEY shall have the right, without obtaining the City's consent or approval, to assign or transfer all or any portion of its rights, but not its obligations, under this Agreement to any party acquiring an interest or estate in the Project, or any portion thereof. Third party assumption of DEVELOPER's or DEER VALLEY's obligations under this Agreement shall not relieve DEVELOPER or DEER VALLEY of any responsibility or liability with respect to the expressly assumed obligation, unless the City expressly agrees in writing to the reduction or elimination of DEVELOPER's or DEER VALLEY's responsibility or liability. DEVELOPER and DEER VALLEY shall provide notice of any proposed or completed assignment or transfer. If DEVELOPER or DEER VALLEY transfers all or any portion of the property comprising Flagstaff Mountain, Richardson Flats, Sandridge or Bonanza Flats, the transferee shall succeed to all of DEVELOPER's or DEER VALLEY's rights under this Agreement. To

the extent the City believes (in its sole discretion, considering the totality of the DEVELOPER's and/or DEER VALLEY's obligations) that the successor in interest has ample resources to secure the City's rights under this Agreement, the City may release DEVELOPER and/or DEER VALLEY from its proportionate liability under this Agreement.

- 8.3 **No Agency, Joint Venture or Partnership.** It is specifically understood and agreed to by and among the Parties that: (1) the subject development is a private development; (2) City, DEER VALLEY and DEVELOPER hereby renounce the existence of any form of agency relationship, joint venture or partnership among City, DEER VALLEY and DEVELOPER; and (3) nothing contained herein shall be construed as creating any such relationship among City, DEER VALLEY and DEVELOPER.

SECTION IX. MISCELLANEOUS

- 9.1 **Incorporation of Recitals and Introductory Paragraphs.** The Recitals contained in this Agreement, and the introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement as if fully set forth herein.
- 9.2 **Other Miscellaneous Terms.** The singular shall include the plural; the masculine gender shall include the feminine; "shall" is mandatory; "may" is permissive.
- 9.3 **Severability.** If any provision of this Agreement or the application of any provision of this Agreement to a particular situation is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.
- 9.4 **Construction.** This Agreement has been reviewed and revised by legal counsel for DEVELOPER, DEER VALLEY and the City, and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.
- 9.5 **Notices.** Any notice or communication required hereunder between the Parties must be in writing, and may be given either personally or by registered or certified mail, return receipt requested. If given by registered

or certified mail, the same shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered, a notice is given when delivered to the Party to whom it is addressed. Any Party hereto may at any time, by giving ten (10) days written notice to the other Parties hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at the address set forth below:

If to City to:

City Manager
445 Marsac Ave.
P.O. Box 1480
Park City, UT 84060

Copy to:

City Attorney
445 Marsac Ave.
P.O. Box 1480
Park City, UT 84060

If to DEVELOPER to:

United Park City Mines Company
P.O. Box 1450
Park City, UT 84060

Copy to:

Craig B. Terry
Parsons Behle and Latimer
P.O. Box 45898
Salt Lake City, Utah 84145-0898

If to DEER VALLEY:

Deer Valley Resort Company
Attn: Bob Wheaton, President
2250 Deer Valley Drive South
P.O. Box 889
Park City, Utah 84060

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Copy to:
Wendy A. Faber
General Counsel
Royal Street Corporation
7620 Royal Street East, Suite 205
P.O. Box 3179
Park City, Utah 84060

9.6 **No Third Party Beneficiary.** This Agreement is made and entered into for the sole protection and benefit of the Parties and their assigns. No other party shall have any right of action based upon any provision of this Agreement whether as third party beneficiary or otherwise.

9.7 **Counterparts and Exhibits.** This Agreement is executed in four (4) duplicate counterparts, each of which is deemed to be an original. This Agreement consists of forty-two (42) pages, including notary acknowledgment forms, and in addition, sixteen (16) exhibits, which constitute the entire understanding and agreement of the Parties to this Agreement. The following exhibits are attached to this Agreement and incorporated herein for all purposes:

Exhibit A	Map and Legal description of Flagstaff Mountain
Exhibit B	Map and Legal description of the Iron Mountain Parcels
Exhibit C	Map of Bonanza Flats
Exhibit D	Map and Legal description of Richardson Flats
Exhibit E	Map and Legal description of 20-Acre Quinn's Junction Parcel
Exhibit F	Deer Valley Ski Area Master Plan
Exhibit G	Deer Valley Resort Company Ski Run Construction and Revegetation Standards
Exhibit H	Guardsman Realignment
Exhibit I	Emergency Access
Exhibit J	Lady Morgan Springs Open Space Area
Exhibit K	Approximate Location of Prospect Ridge Open Space

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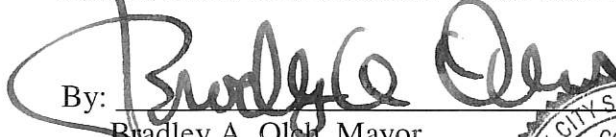
- Exhibit L Map of Sandridge Parking Lots and Sandridge Heights parcels
- Exhibit M Road and Intersection Improvements Detail
- Exhibit N Runaway Truck Lane
- Exhibit O Bonanza Flats golf course and ski improvements
- Exhibit P Zoning Map for Flagstaff Mountain

9.8 **Attorneys' Fees.** In the event of a dispute between any of the Parties arising under this Agreement, the prevailing Party shall be awarded its attorneys' fees and costs to enforce the terms of this Agreement.

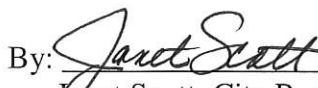
9.9 **Duration.** This Agreement shall continue in force and effect until all obligations hereto have been satisfied. DEVELOPER shall record the approved annexation plat for Flagstaff Mountain within 30 days of the City's adoption of an annexation ordinance to annex Flagstaff Mountain. The Large Scale Master Plan for Flagstaff Mountain granted herein shall continue in force and effect for a minimum of four years from its issuance and shall be effective so long as construction is proceeding in accordance with the approved phasing plan. Upon expiration of the minimum four-year period, approval will lapse after two additional years of Inaction following the expiration of such four-year period, unless extended for up to two years by the Planning Commission.

IN WITNESS WHEREOF, this Agreement has been executed by UPCM and by DEER VALLEY by persons duly authorized to execute the same and by the City of Park City, acting by and through its City Council as of the 24th day of June, 1999.

PARK CITY MUNICIPAL CORPORATION

By: 
Bradley A. Olsen, Mayor

ATTEST: City Clerk

By: 
Janet Scott, City Recorder



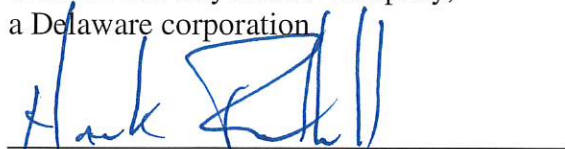
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APPROVED AS TO FORM:


Jodi Hoffman, City Attorney

DEVELOPER:

United Park City Mines Company,
a Delaware corporation


By: Hank Rothwell
Title: President

STATE OF UTAH)
 : ss
COUNTY OF SUMMIT)

On this 2nd day of July 1999, before me, **Thomas L. O'Finnegan**, the undersigned Notary Public, personally appeared **Hank Rothwell**, personally known to me to be the President of United Park City Mines Co., on behalf of the corporation named herein, and acknowledged to me that the corporation executed it. Witness my hand and official seal.




Notary Public, State of Utah
Residing in Park City, Utah

DEER VALLEY RESORT COMPANY,

a Utah limited partnership

By: Royal Street of Utah, a Utah corporation,
General Partner

By: 
Robert Wells, Vice President

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STATE OF UTAH)
 : ss
COUNTY OF SUMMIT)

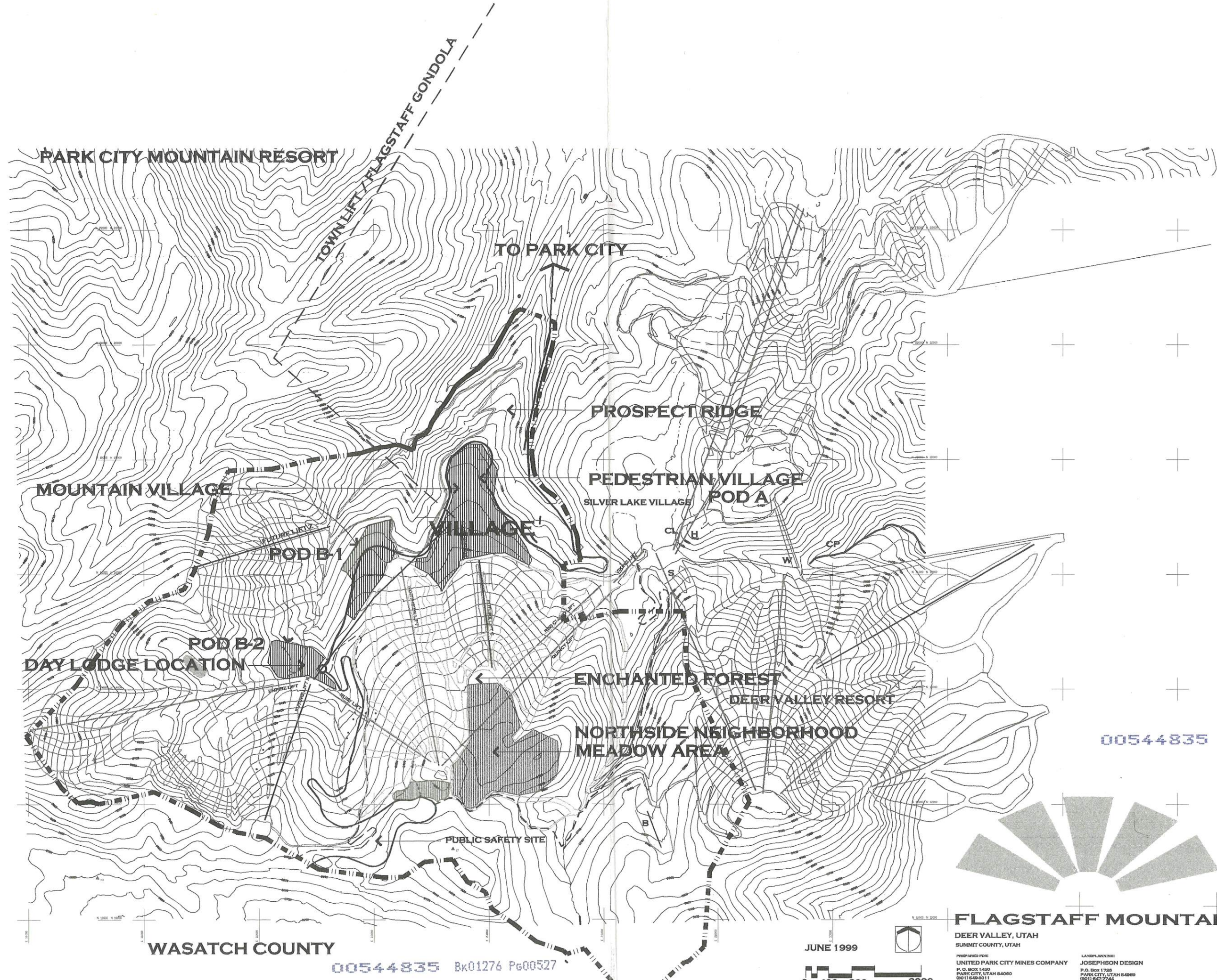
On this 2nd day of July 1999, before me, **Thomas L. O'Finnegan**, the undersigned Notary Public, personally appeared **Robert Wells**, personally known to me to be the Vice President of Royal Street of Utah, on behalf of the corporation named herein, and acknowledged to me that the corporation executed it. Witness my hand and official seal.





Notary Public, State of Utah
Residing in Park City, Utah

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FLAGSTAFF MOUNTAIN AT DEER VALLEY

Boundary Description

Beginning at a point identified as County Line Monument Number 2343, said point on the line common to Summit and Wasatch counties and also on the demarcation line between the Park City Ski Area and the Deer Valley Resort, said point lying on the ridge and hilltop above the Anchor Mine Shaft and also being North 04°39'13" East 1303.92 feet, more or less, from the Southwest corner of Section 29, Township 2 South Range, 4 East, Salt Lake Base and Meridian and running Northeasterly along said demarcation and ridge line :

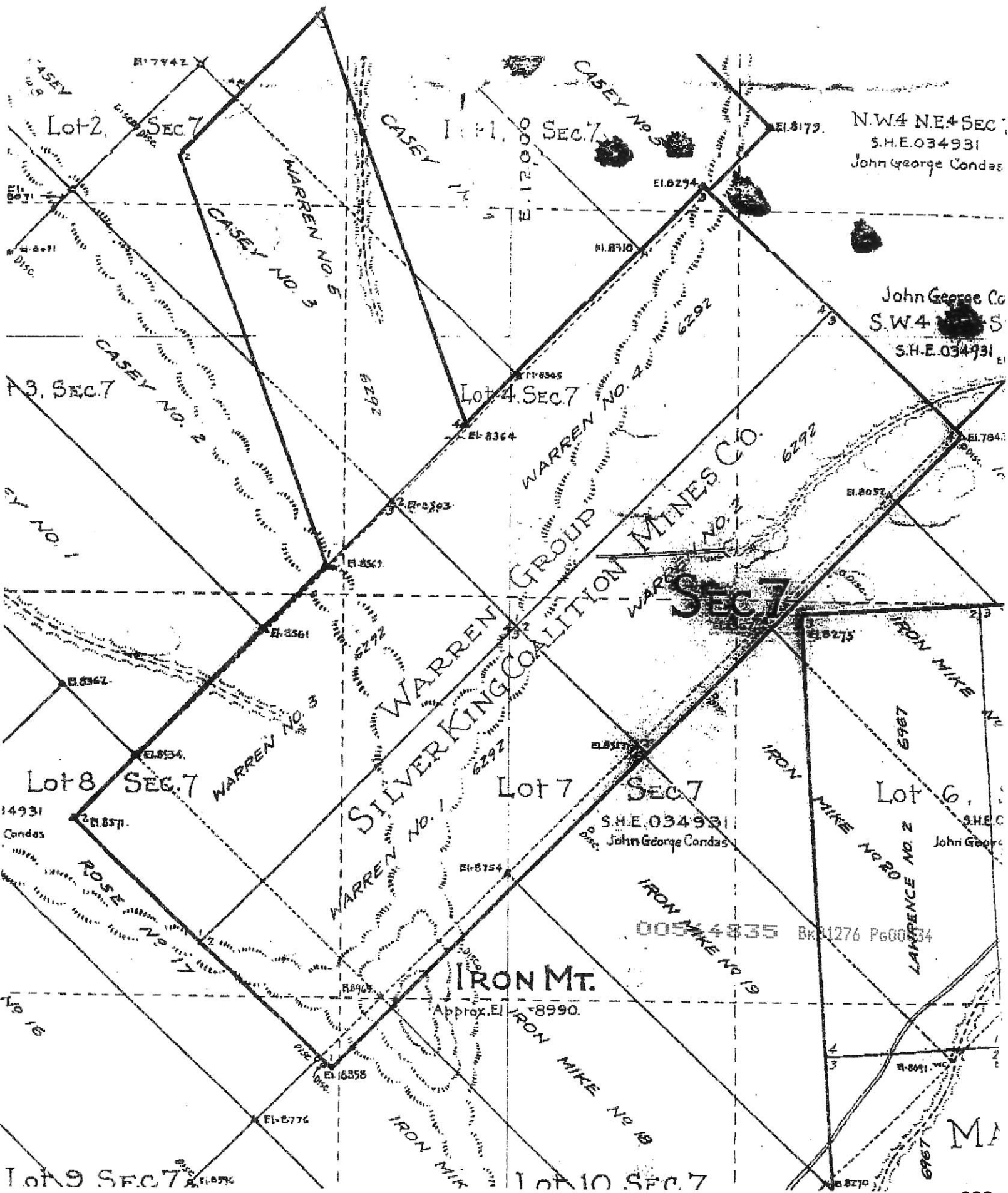
North 44°09'00" East 1236.63 feet; thence North 35°07'44" East 548.54 feet; thence North 37°33'27" East 779.84 feet; thence North 49°33'13" East 616.72 feet; thence North 71°34'40" East 644.26 feet; thence North 30°09'00" East 354.14 feet; thence North 20°48'44" East 698.015 feet; thence North 10°48'36" East 569.75 feet; thence North 23°55'00" East 604.00 feet; thence North 87°35'00" East 778.00 feet; thence North 77°17'18" East 735.40 feet; thence North 82°14' East 672.44 feet more or less to a point on the Westerly boundary line of the "Anchor Tunnel Portal Mining Reservation", said point being North 39°17'38" East 942.39 feet more or less from the Southwest corner of Section 21 Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point also lying along the ridge line between Empire Canyon and Walker and Webster Gulch; thence along said ridgeline the following eight courses: thence North 64°44'13" East 136.79 feet; thence North 67°45'58" East 149.28 feet; thence North 81°11'10" East 122.88 feet; thence North 77°19'44" East 85.84 feet; thence North 77°48'30" East 79.25 feet; thence North 86°11'16" East 94.42 feet; thence South 72°54'27" East 85.42 feet; thence South 71°42'35" East 163.49 feet more or less to a point on the westerly right-of-way line of the Judge Tunnel/Empire Canyon Water Tank Supply Line Easement, said point lying North 79°18'06" West 5.00 feet more or less, from Map Point A-1 as described in that certain Reservoir Easement dated April 19, 1978 and Recorded as Entry No. 147912 in the Records of the of the Recorder for Summit County, Utah; thence along said westerly right-of-way the following fifteen (15) courses: North 10°41'54" East 76.70 feet; thence North 15°21'41" East 116.20 feet; thence North 56°44'38" East 142.80 feet; thence North 46°47'25" East 123.00 feet; thence North 35°09'16" East 88.70 feet; thence North 32°14'53" East 101.60 feet; thence North 32°00'03" East 159.20 feet; thence North 33°26'55" East 136.00 feet; thence North 38° 27'54" East 138.00 feet; thence North 27°54'51" East 126.00 feet; thence North 31°30'07" East 96.20 feet; thence North 40°35'50" East 110.80 feet; thence North 50°15'25" East 92.50 feet; thence North 56°00'00" East 94.90 feet; thence North 50°23'25" East 105.09 feet; thence North 47°29'30" East 405.07 feet more or less to a point on the westerly edge of Daly Avenue; thence along said Daly Avenue the following three courses: North 32°04'00" East 296.25 feet; thence North 29°09'57" East 315.97 feet; thence North 28°18'45" East 186.56 feet, more or less, to the East-West center line of Section 21 Township 2 South, Range 4 East, Salt Lake Base and Meridian, said Section Line also being the southerly

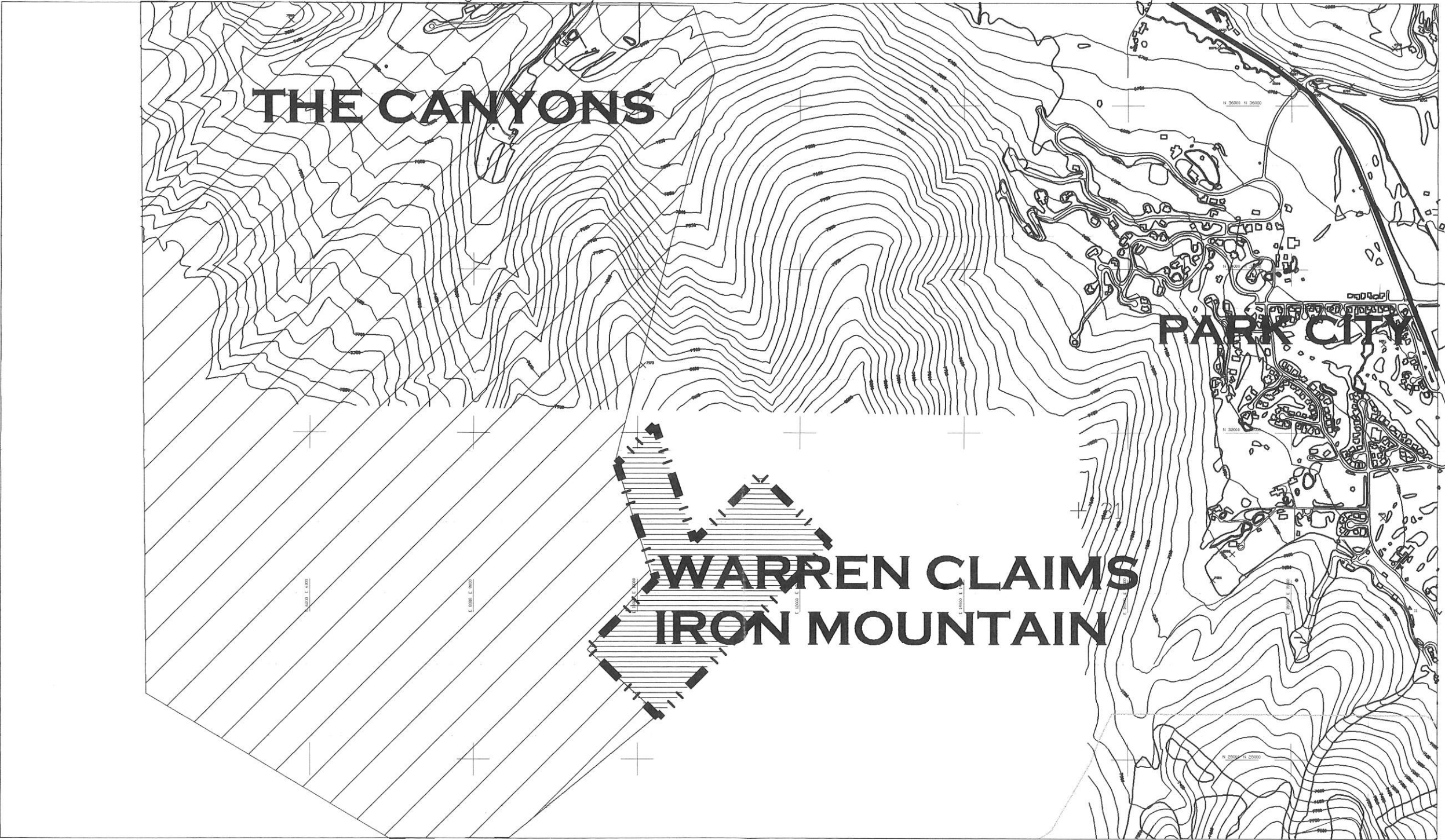
boundary line for the corporate limits of Park City, Utah; thence South 89°59'59" East 940.12 feet, more or less, along said Section line 940.12 feet to a point on the easterly right-of-way line for Utah State Highway 224 as located in Ontario Canyon; thence along said highway the following 12 courses; South 00°15'34" West 115.59 feet to a point on a 1,482.39 foot radius curve to the left; thence Southwesterly along the arc of said curve through a central angle of 15°23'33" 398.24 feet more or less; thence South 15°39'07" West 559.69 feet to a point on a 5,679.58 foot radius curve to the left; thence Southwesterly along the arc of said curve, through a central angle of 06°11'23", a distance of 613.57 feet; thence South 09°27'44" West 368.77 feet to a point on a 1,382.39 foot radius curve to the left; thence southerly along the arc of said curve, through a central angle of 16°06'55", a distance of 388.82 feet; thence South 6°39'11" East 217.32 feet to a point on a 586.62 foot radius curve to the left; thence southeasterly along the arc of said curve, through a central angle of 48°51'38", a distance of 500.26 feet; thence South 55°30'59" East 87.30 feet to a point on a 686.62 foot radius curve to the right; thence along the arc of said curve, through a central angle of 30°23'53", a distance of 364.28 feet; thence South 25°06'53" East 397.14 feet to a point on a 508.37 foot radius curve to the right; thence along the arc of said curve, through a central angle of 21°36'53", a distance of 191.78 feet; thence South 3°30'00" East 63.08 feet to a point on a 220.00 foot radius curve to the left; thence along the arc of said curve, through a central angle of 55°51'14", a distance of 214.46 feet; thence South 31°30'00" West 68.20 feet; thence South 79°38'18" West 45.49 feet to a point on the southeasterly boundary of the Ontario Number 3 Shaft Mining Reservation; thence South 79°59'46" West 300.78 feet more or less along the southeastern edge of said Mining Reservation; thence South 17°09'45" East 88.76 feet more or less to a point on a piece of property that is the subject of Entry Number 158551 of the Summit County Records; thence along said parcel the following five courses: South 955.96 feet; thence North 69° East 360.00 Feet; thence South 29°20' West 117.60 feet; thence North 78°10' East 714.30 feet; thence East 1,106.71 feet more or less to a point the Wasatch-Summit County line: thence along said Wasatch – Summit County line. The following thirty courses: South 04°15'00" East 1,028.07 feet; thence South 25°30'30" East 2,521.90 feet to County Line Point 51; thence South 29°50'00" West 1,398.30 Feet to County Line Point 55; thence South 4°19'00" West 1,320.70 feet to County Line Point 58; thence South 47°05'00" West 369.50 feet to a County Line Point; thence South 83°34'00" West 69.10 feet to County Line Point 59; thence South 47°42'00" West 1,207.40 feet to County Line Point 62A; thence North 39°53'30" West 1,352.50 feet to County Line Point 64; thence North 72°50'00" West 317.30 feet to County Line Point 65; thence North 46°45'00" West 87.90 feet to County Line Point 66; thence North 70°57'00" West 502.00 feet to County Line Point 67; thence North 51°56'00" West 481.90 feet to County Line Point 68; thence North 55°53'00" West 466.80 feet to County Line Point 69 feet; thence North 21°49'00" West 317.40 feet to County Line Point 70; thence North 59°57'00" West 360.50 feet to County Line Point and Triangulation Point; thence North 33°22'30" West 467.10 feet to County Line Point 71; thence South 85°10'30" West 492.30 feet to County Line Point 72; thence South 54°42'30" West 453.20 feet to County Line Point 73; thence South 88°55'30" West 344.00 feet to County Line Point 74; thence North 82°52'30" West 1,132.30 feet to

County Line Point 77; thence North $59^{\circ}43'30''$ West 1,074.55 feet to County Line Point 2338; thence North $79^{\circ}07'30''$ West 494.73 feet to County Line Point 80; thence North $70^{\circ}28'30''$ West 339.90 feet to County Line Point 81; thence North $60^{\circ}14'30''$ West 550.10 feet to County Line Point 82 and Triangulation Point 2339; thence North $64^{\circ}07'00''$ West 727.60 feet to County Line Point 83; thence South $77^{\circ}44'00''$ West 966.80 feet to County Line Point 85; thence North $77^{\circ}28'00''$ West 161.00 feet to a County Line Point and Triangulation Point 2340 which is also Judge Triangulation Point Q; thence South $85^{\circ}36'00''$ West 219.10 feet to County Line Point 86; thence North $46^{\circ}44'00''$ West 384.70 feet to County Line Point 87; thence North $34^{\circ}37'00''$ West 1,077.30 feet, more or less to county Line Point 2343 the point of beginning. Said Parcel contains 1,655.4 acres more or less.

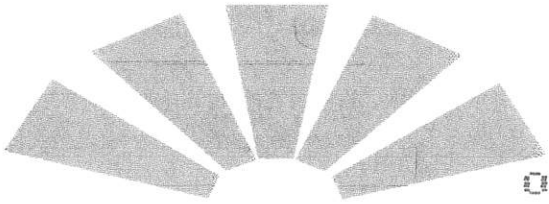
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Exhibit B





00544835 Bk01276 Pg00532



00544835 Bk01276 Pg00533

APRIL 1999



0 400 800 2000

IRON MOUNTAIN PARCEL

SUMMIT COUNTY, UTAH

PREPARED FOR:
UNITED PARK CITY MINES COMPANY
P.O. BOX 1480
PARK CITY, UTAH 84050
(801) 548-6011

LANDPLANNING:
JOSEPHSON DESIGN
P.O. BOX 1728
PARK CITY, UTAH 84050
(801) 547-7744

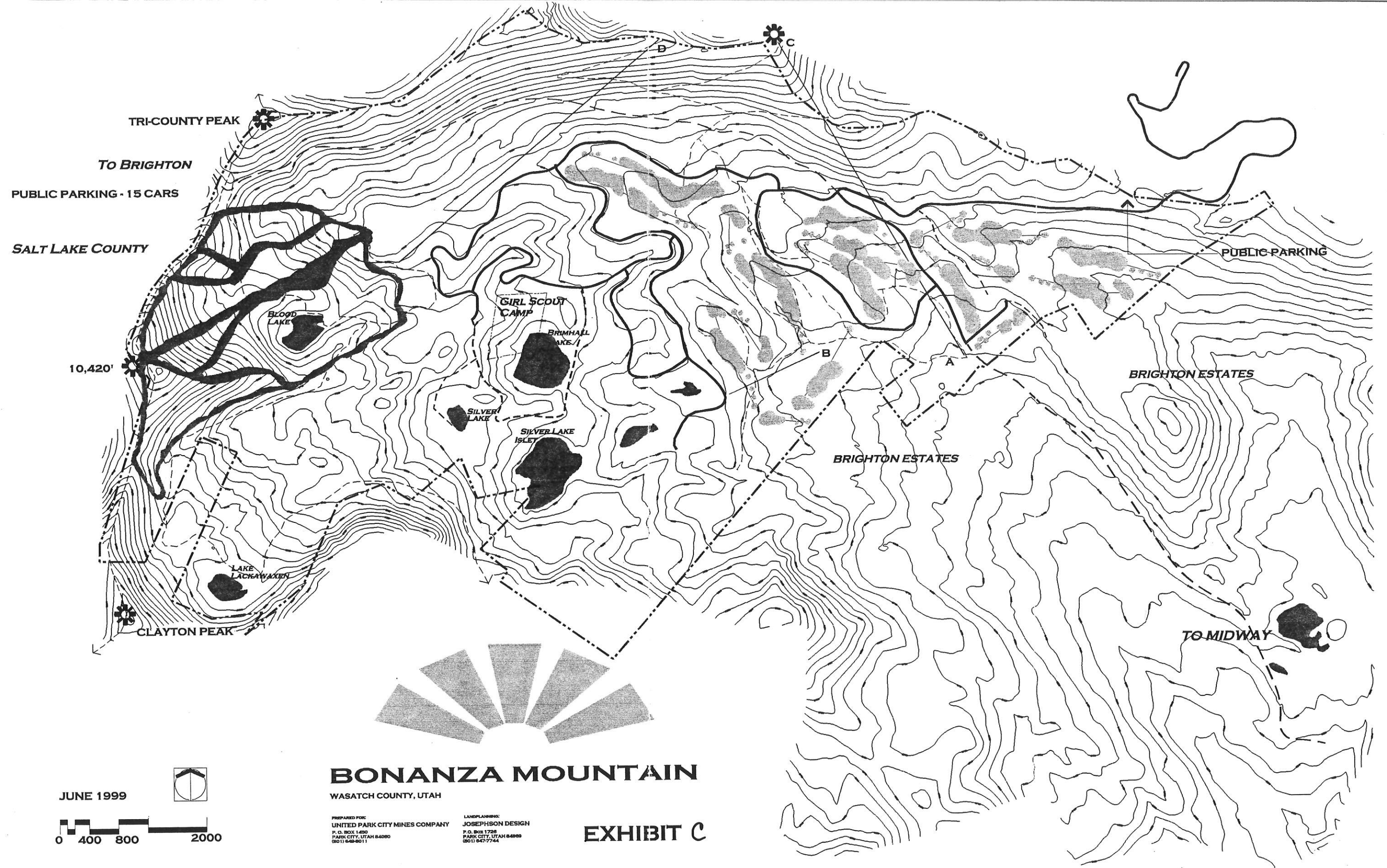
EXHIBIT B

**FLAGSTAFF MOUNTAIN RESORT
IRON MOUNTAIN PROPERTY LEGAL DESCRIPTION
LOCATED IN SECTION 7, T2S, R4E, SLB & M**

ALL OF THE WARREN MINING CLAIMS NO. 1, NO. 2, NO. 3, NO. 4, AND NO. 5,
MINERAL SURVEY NUMBER 6292.

Y:\UPCMC\FLAGSTAFF\OVERALL\DOCS\WARREN.LGL

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BONANZA MOUNTAIN

WASATCH COUNTY, UTAH

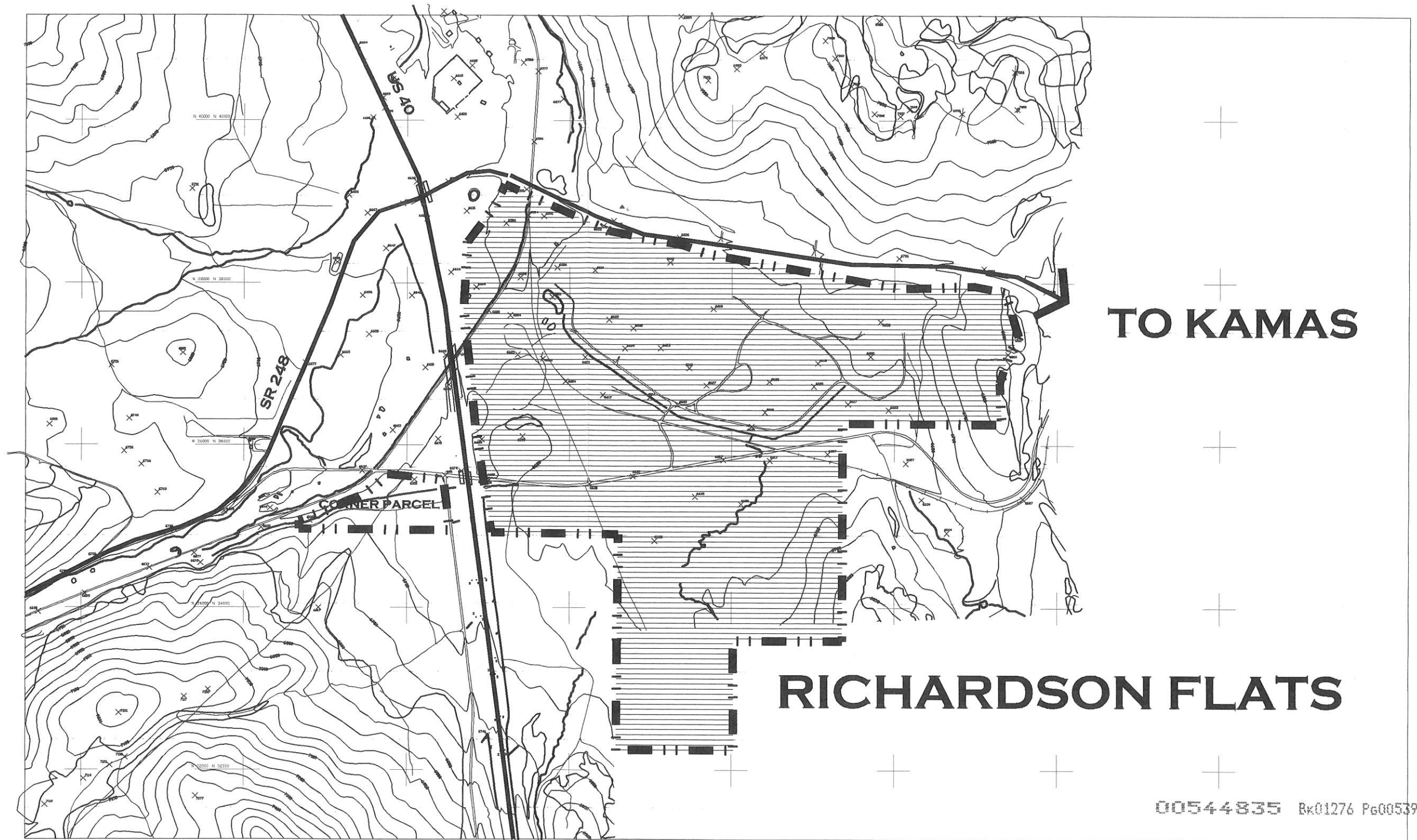
PREPARED FOR:
UNITED PARK CITY MINES COMPANY
P.O. BOX 1480
PARK CITY, UTAH 84080
(801) 548-8011

LANDPLANNING:
JOSEPHSON DESIGN
P.O. BOX 1728
PARK CITY, UTAH 84080
(801) 547-7744

EXHIBIT C

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00544835 Bk01276 Pg00536



00544835 Bk01276 Pg00539

00544835 Bk01276 Pg00538

APRIL 1999



RICHARDSON FLATS PARCEL

SUMMIT COUNTY, UTAH
SUMMIT COUNTY, UTAH

PREPARED FOR:
UNITED PARK CITY MINES COMPANY
P.O. BOX 1420
PARK CITY, UTAH 84060
(801) 648-9011

LANDPLANNING:
JOSEPHSON DESIGN
P.O. BOX 1728
PARK CITY, UTAH 84069
(801) 647-7744

EXHIBIT D

UNITED PARK CITY MINES COMPANY

RICHARDSON FLATS DESCRIPTION

GENERAL DESCRIPTION

All of the property owned by United Park City Mines Company lying East of U. S Highway 40, South of Utah Highway 189, West of the Summit Wasatch County Line and North of the foothills forming the South edge of the Basin, being more particularly described as follows:

Beginning at a point lying on the center section line of Section 1, Township 2 South, Range 4 East Salt Lake Base and Meridian, said point also common with a point on the Summit and Wasatch County lines and lying South $64^{\circ}34'17''$ East 6177.91 Feet, more or less, from the Northwest Corner of said Section 1;

Thence North $07^{\circ}48'30''$ West 569.42 Feet more or less;
 Thence North $30^{\circ}03'00''$ East 491.00 Feet along said County Line to County Line Marker 138;
 Thence North $15^{\circ}43'00''$ West 620.95 Feet more or less to a point on the Southerly Right-of-Way line to Utah State Highway 189, said point lying on a 1,679.86 Foot radius curve to the left whose radius point bears South $18^{\circ}25'57''$ West;
 Thence along said curve, through a central angle of $12^{\circ}57'43''$ a distance of 380.03 Feet;
 Thence North $87^{\circ}46'51''$ West 300.64 Feet;
 Thence South $88^{\circ}33'10''$ West 541.22 Feet;
 Thence North $85^{\circ}26'18''$ West 193.25 Feet;
 Thence North $78^{\circ}57'34''$ West 621.06 Feet;
 Thence North $81^{\circ}30'46''$ West 503.42 Feet;
 Thence North $76^{\circ}56'20''$ West 501.60 Feet;
 Thence North $81^{\circ}30'46''$ West 700.00 Feet;
 Thence North $71^{\circ}23'40''$ West 227.68 Feet;
 Thence North $79^{\circ}09'47''$ West 994.80 Feet;
 Thence North $66^{\circ}54'08''$ West 590.16 Feet;
 Thence North $64^{\circ}10'15''$ West 167.19 Feet;
 Thence North $89^{\circ}53'00''$ West 978.55 Feet;
 Thence South $25^{\circ}23'31''$ West 116.87 Feet to a point on the northerly section line of said section 2;
 Thence South $00^{\circ}45'29''$ West 178.58 Feet more or less along said section line to a point on the Easterly Right-of-Way line of U. S. Highway 40;
 Thence South $5^{\circ}56'20''$ West 253.60 Feet;
 Thence South $5^{\circ}56'20''$ West 205.58 Feet to a point on a 2406.48 radius curve to the left whose radius point bears South $84^{\circ}01'04''$ East;
 Thence along said curve, through a central angle of $9^{\circ}17'52''$ a distance of 390.52 Feet;
 Thence South $3^{\circ}23'37''$ East 105.10 Feet;
 Thence South $7^{\circ}04'23''$ East 356.56 Feet more or less to a point on the northwesterly boundary of the Rails to Trails Right-of-Way;
 Thence South $7^{\circ}04'23''$ East 150.58 Feet to a point on the southeasterly boundary of said Right-of-Way;
 Thence South $7^{\circ}04'24''$ East 48.63 Feet;
 Thence South $1^{\circ}27'27''$ West 202.24 Feet;
 Thence South $40^{\circ}00'00''$ East 554.91 Feet;
 Thence South $31^{\circ}40'49''$ West 481.87 Feet;

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RICHARDSON FLAT DESCRIPTION

Page Two

Thence South 7°04'23" East 493.36 Feet more or less to a point on the northerly edge of the County Road across Richardson Flat;

Thence South 7°04'19" East 102.54 Feet to a point on the southerly boundary of said roadway;

Thence South 7°04'23" East 575.60 Feet to a point on the northern line of the South 1/2 of the Southeast one quarter of said Section 2;

Thence South 89°57'22" East 1604.54 Feet more or less along said line to the east line of said Section 2;

Thence South 00°33'35" West 1326.74 Feet more or less to the Southeast Corner of said Section 2, said point also common to Sections 1, 12 and 11 of Township 2 South, Range 4 East S.L.B. & M.;

Thence South 00°10'48" West 1328.76 Feet along the east section line of said Section 11 to a point common to the center line of the Northeast one quarter of said Section 11;

Thence South 89°09'12" East 1358.31 Feet more or less along the south line of the northwest one quarter of the northwest quarter of said Section 12;

Thence North 00°07'55" East 1347.76 Feet more or less to a point on the south line of said Section 1:

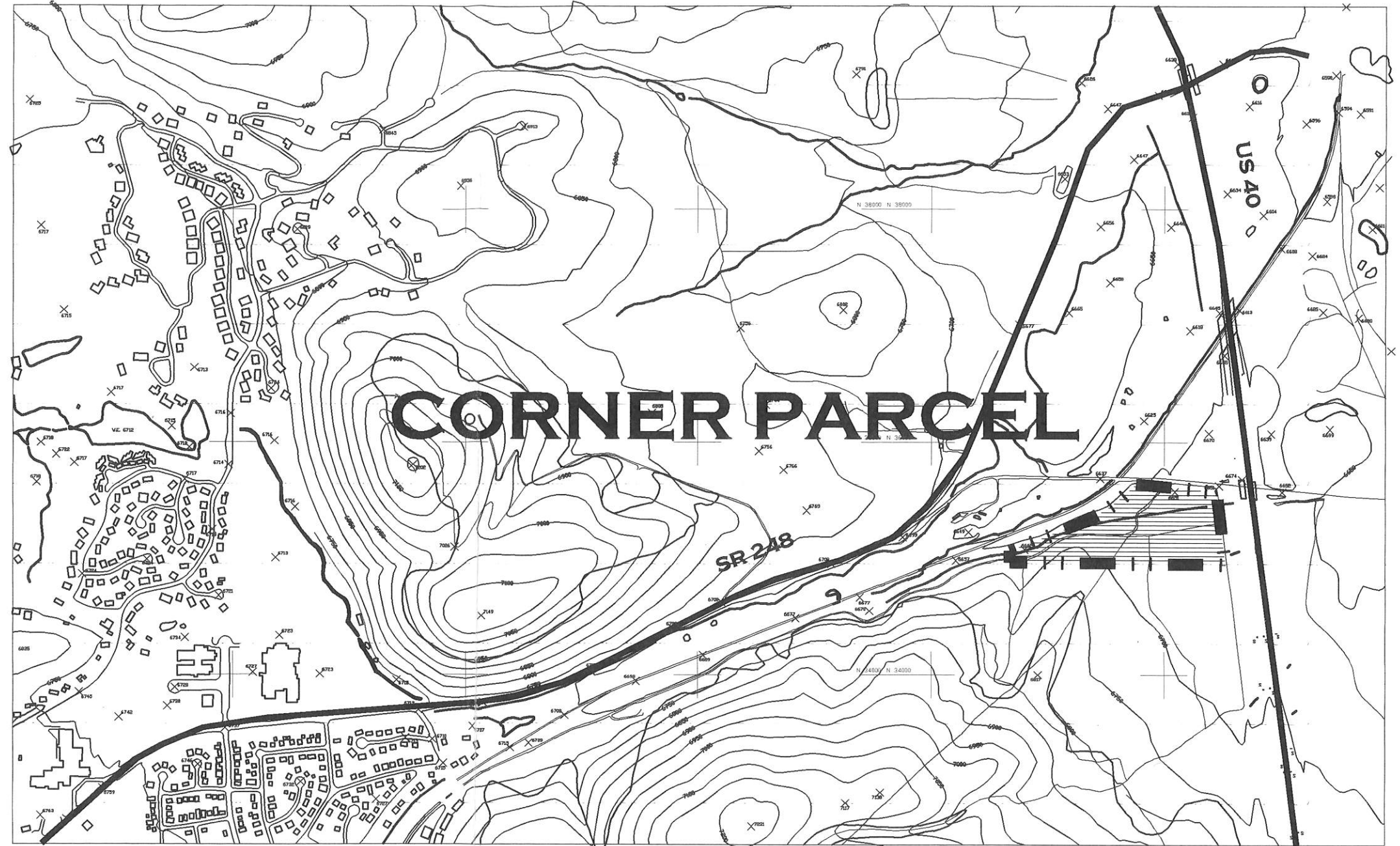
Thence North 89°58'31" East 1357.10 Feet, more or less, along said south section line to the south quarter corner of said Section 1;

Thence North 00°00'24" East 2679.92 Feet more or less along the center section line of said Section 1 to the Center of said Section 1;

Thence South 89°30'01" East 2043.63 Feet more or less along the center section line of said Section 1 to the Point of Beginning;

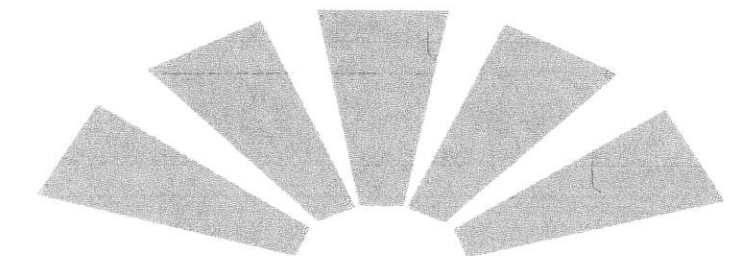
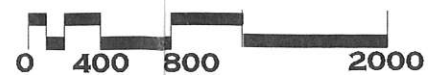
Contains 573 acres more or less.

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00544835 Bk01276 Pg00542

APRIL 1999



CORNER PARCEL

SUMMIT COUNTY, UTAH

PREPARED FOR:
UNITED PARK CITY MINES COMPANY
P.O. BOX 1450
PARK CITY, UTAH 84060
(801) 640-5011

LANDPLANNING:
JOSEPHSON DESIGN
P.O. BOX 1728
PARK CITY, UTAH 84060
(801) 647-7744

00544835 Bk01276 Pg00543

EXHIBIT E

UNITED PARK CITY MINES COMPANY

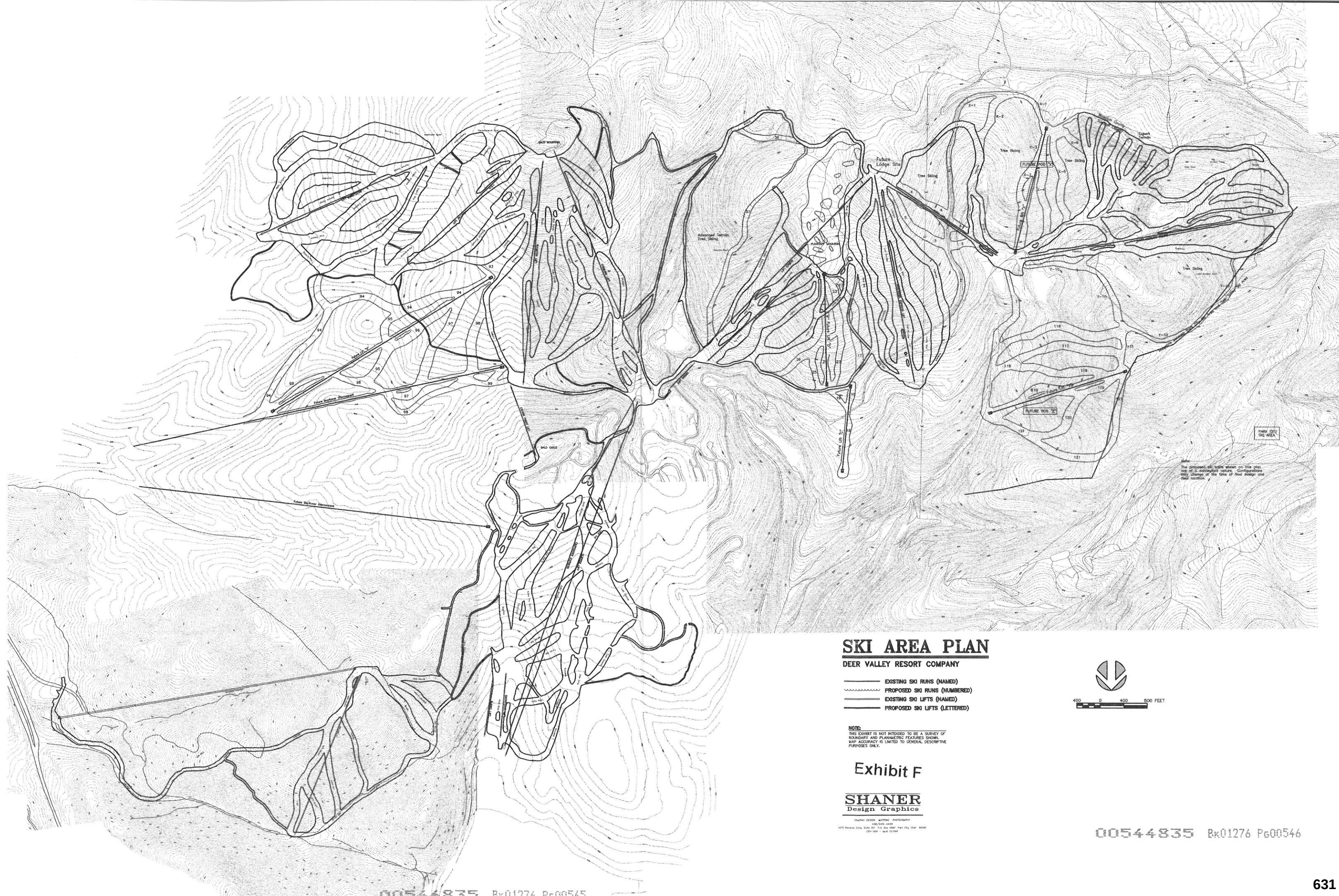
Richardson Flat Corner Parcel Description

Two parcels of land located in the North 1/2 of the South 1/2 of Section 3, Township 2 South, Range 4 East, S. L. B. & M. being more particularly described as follows:

All of that portion of the NE 1/4 of the SW 1/4 of Section 2,
Township 2 South, Range 4 East S.L.B. & M. lying South of the
Rails to Trails right-of-way and the County Road.
Contains 12.33 acres more or less.

And,

All of that portion of the NW 1/4 of the SE 1/4 of Section 2,
Township 2 South, Range 4 East S.L.B. & M. lying west of the
relocated U. S. 40 and South of the County Road.
Contains 7.01 acres more or less.



SKI AREA PLAN

DEER VALLEY RESORT COMPANY

-  EXISTING SKI RUNS (NAMED)
 PROPOSED SKI RUNS (NUMBERED)
 EXISTING SKI LIFTS (NAMED)
 PROPOSED SKI LIFTS (LETTERED)

NOTE:
THIS EXHIBIT IS NOT INTENDED TO BE A SURVEY OF
BOUNDARY AND PLANIMETRIC FEATURES SHOWN.
MAP ACCURACY IS LIMITED TO GENERAL DESCRIPTIVE
PURPOSES ONLY.

Exhibit F

SHANER
Design Graphics

GRAPHIC DESIGN MAPING PHOTOGRAPHY
438/443-4444
1870 Brennaa Drive, Suite 201 P.O. Box 4580 Fort City, Utah 84060
OO-906 - April 15, 1992



00544835 R#01276 Pg00546

Exhibit G

Deer Valley Resort Company Ski Run Construction and Revegetation Standards

1. Prior to construction activity, ski trail sidelines will be flagged by Deer Valley Resort Company personnel. Construction activity shall be limited to within the flagged sidelines, lift tower and lift terminal areas.
2. Access to construction activity shall be by existing service roads where available.
3. Clearing operations shall leave the ski trails with a feathered edge. Low shrubs at trail edges shall remain. Tree islands shall be incorporated in the field into trails where feasible and safe.
4. After clearing in areas of cut, topsoil shall be stripped and stockpiled for later respreading.
5. In fill areas, stumps shall remain in place to a 2' maximum height. In cut areas, stumps will be removed by backhoe or dozer. Stumps shall be flush cut in areas where no grading or fill will occur.
6. Any trees cut suitable for use as firewood will be cut into firewood length and transported to Deer Valley's day lodges. Stumps and slash shall be buried as deeply as possible in field-designated areas with 3' minimum cover over uppermost slash layer. Alternate 3' maximum slash layers with 3' soil layers, running over layers with heavy equipment as placement occurs. Maximum length of any one piece of slash shall be 10'. Slash and rock burial may be used to produce terrain features within ski trails.
7. Excavation, embankment and fill operations shall proceed in such a manner that finish grading and erosion control implementation will occur as soon as possible after disturbance.

00544835 Bx01276 Pg00547

8. Cut and fill slopes shall be 1.5 : 1 maximum unless rock is encountered. Cut slopes in rock may be oversteepened depending upon geotechnical considerations. The top of all cut slopes in soil shall be rounded for a horizontal distance of 3' beyond the catch point. Slope rounding shall occur as the slope is being brought down.
9. Lift towers shall be set by helicopter. No work roads shall be cut to lift tower locations except at the upper and lower terminals where access roads are depicted.
10. The finished surface of ski trails shall be graded with 3' maximum, well graded topsoil and native soils. The finished surface of ski trails, fills and cut slopes not in rock shall be tracked prior to reseeding, with cleat marks left perpendicular to the fall line of the slope.
11. Sediment shall be controlled for the duration of the project. Straw bales and sediment filter fencing shall be installed at the lower limits of graded areas so that sediment is not transported off the site or into drainages.
12. On ski trails, construct water bars at 300' intervals for slopes less than 25%, at 200' intervals for slopes between 25% and 50%, and at 100' intervals for slopes in excess of 50%. Water bar locations will be field determined. Water bars shall slope at 6% to 7% in the direction of existing vegetated areas. Water bars shall be constructed immediately after rough grading and shall be maintained for the duration of the project.
13. Snowmaking and utility trenches shall be backfilled to at least 85% of maximum density. Trenches shall be mounded with 6' of compacted soil to allow settlement.
14. Riprap for drainage channels and culvert inlets and outlets shall be angular and outlets shall be angular, hard, dense, durable rock. Riprap shall be spread to achieve an interlocking structure and minimize voids.

15. All areas with earth disturbance other than existing roads shall be revegetated. Seed mix shall be applied at a minimum rate of 26 lbs. per acre. Seed mix shall have the following proportions:

Durar Hard Fescue	30%
Manchar Bromegrass	30%
Orchardgrass	30%
Perennial Ryegrass	15%
Pubescent Wheatgrass	15%

Seed shall be applied by broadcast methods. Fertilizer shall be applied at a minimum rate of 400 lbs. per acre. Areas not achieving germination and subsequent coverage of 80% shall be reseeded.

16. After seeding, ski trails shall be mulched with certified weed free straw mulch at a rate of approximately 2 tons per acre (2' to 3' in depth).

00544835 Bx01276 Pg00549

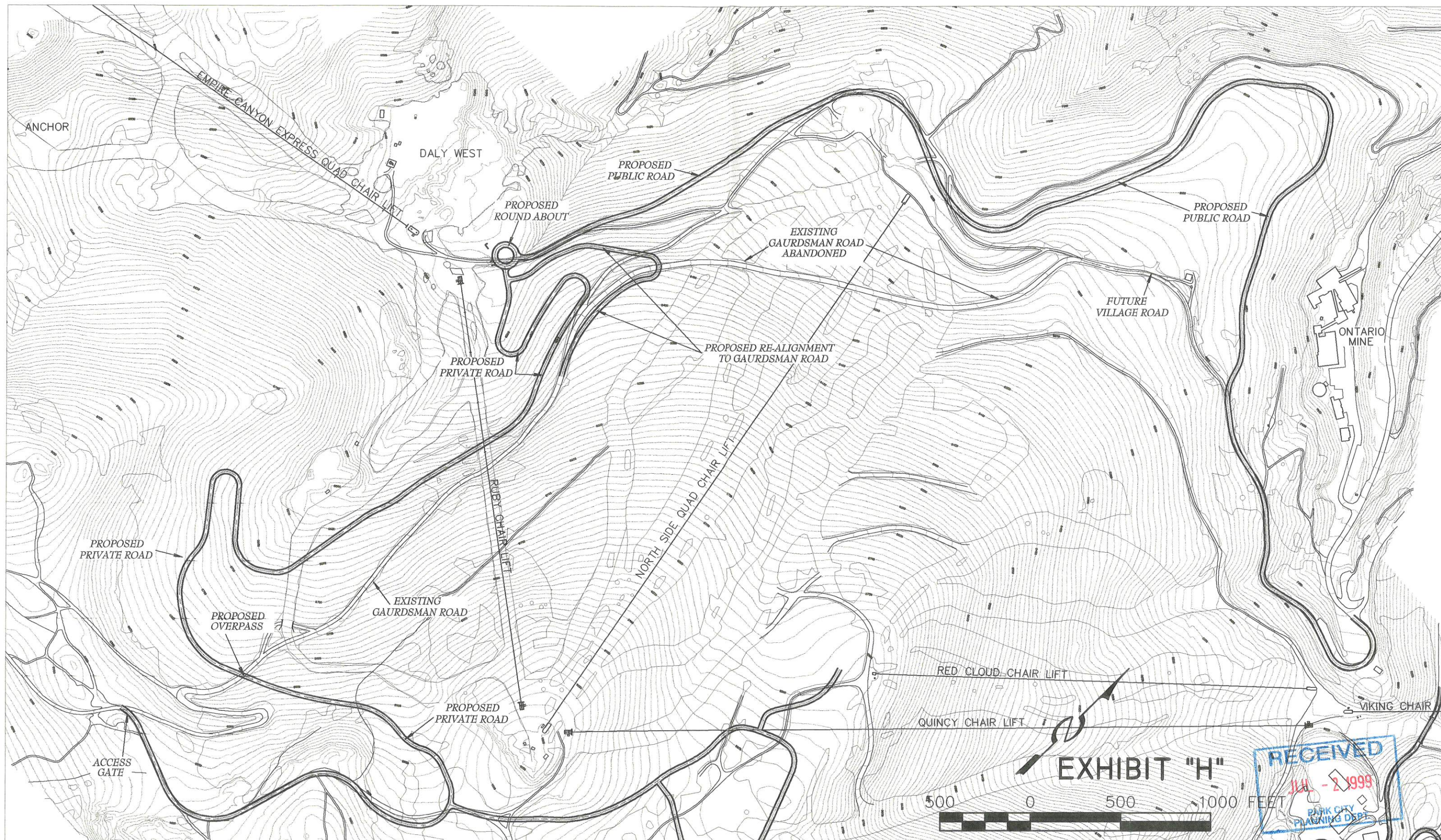


EXHIBIT "H"



WASATCH
COUNTY

(435) 649-9467

Alliance Engineering Inc.

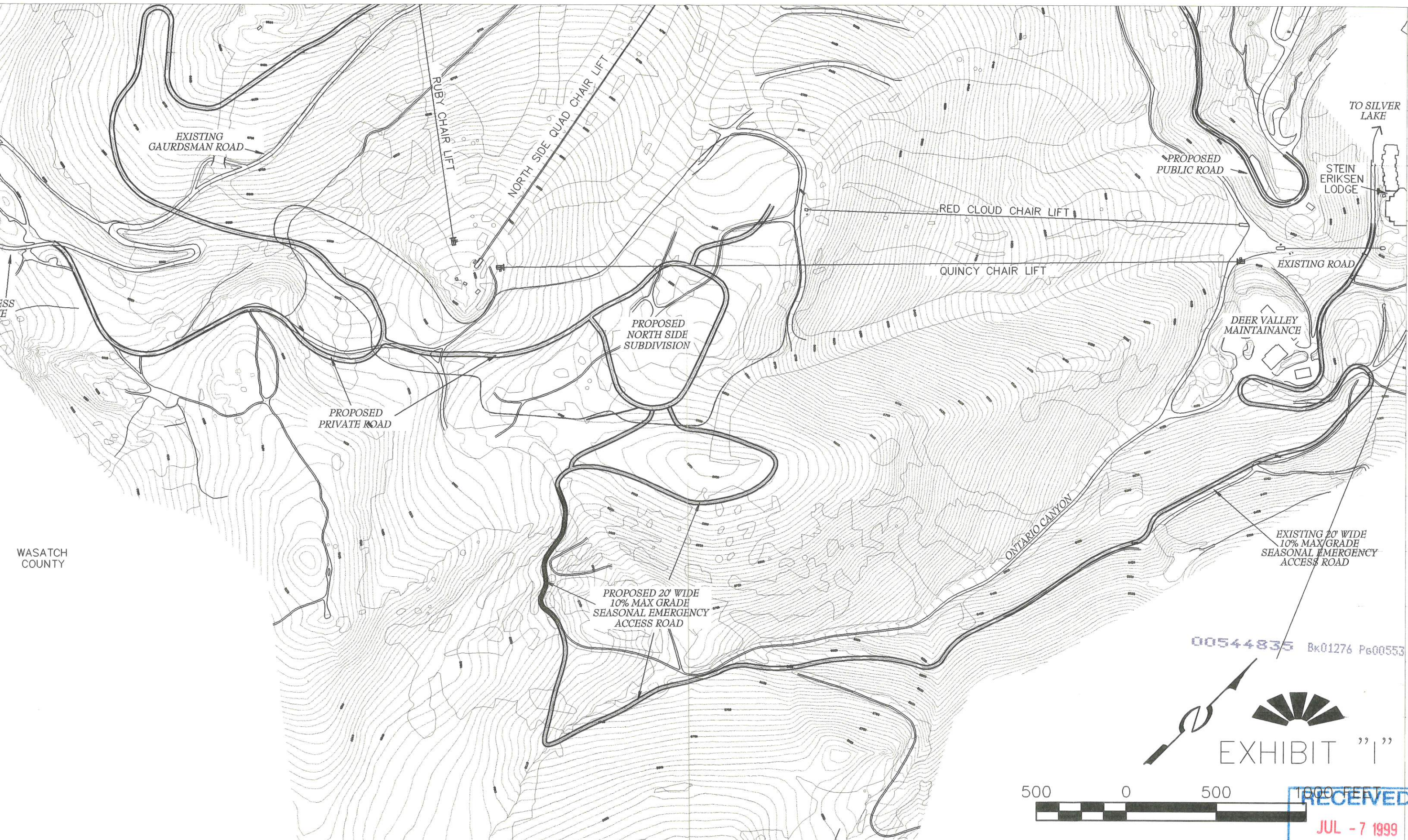
CONSULTING ENGINEERS LAND PLANNERS SURVEYORS

REVISED:
9-1-98
1-13-99
4-13-99
6-9-99

STAFF:
S. DECKERT
D. CARDWELL

PAGE
1
OF
1

FLAGSTAFF MOUNTAIN RESORT
GAURDSMAN RE-ALIGNMENT
PROPOSED PUBLIC/PRIVATE ROADS
FOR: UPCMC



00544835 Bk01276 Pg00553



00544835 Bk01276 Pg00552

LADY MORGAN OPEN SPACE PROTECTION

MOUNTAIN VILLAGE

POD B-1

VILLAGE

PEI
SILVER

ENCI

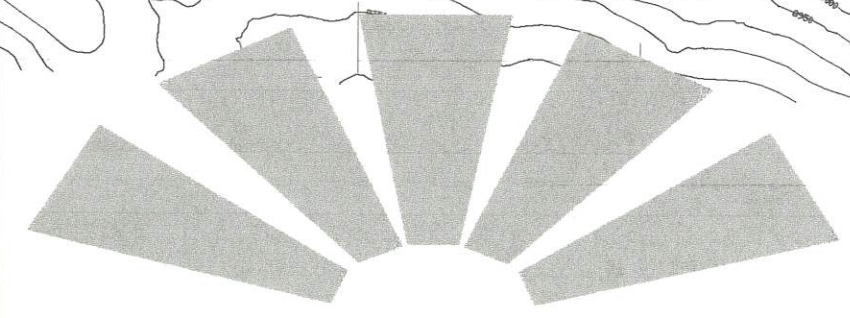
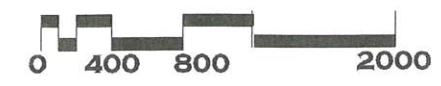
NOR
MEA

WASATCH COUNTY

PUBLIC SAFETY SITE

00544835 Bk01276 Pg00554

JUNE 1999



FLAGSTAFF MOUNTAIN RESORT

SUMMIT COUNTY, UTAH

PREPARED FOR:
UNITED PARK CITY MINES COMPANY
P. O. BOX 1450
PARK CITY, UTAH 84060
(801) 649-8011

LANDPLANNING:
JOSEPHSON DESIGN
P.O. Box 1726
PARK CITY, UTAH 84969
(801) 647-7744

00544835 Bk01276 Pg00555

EXHIBIT J

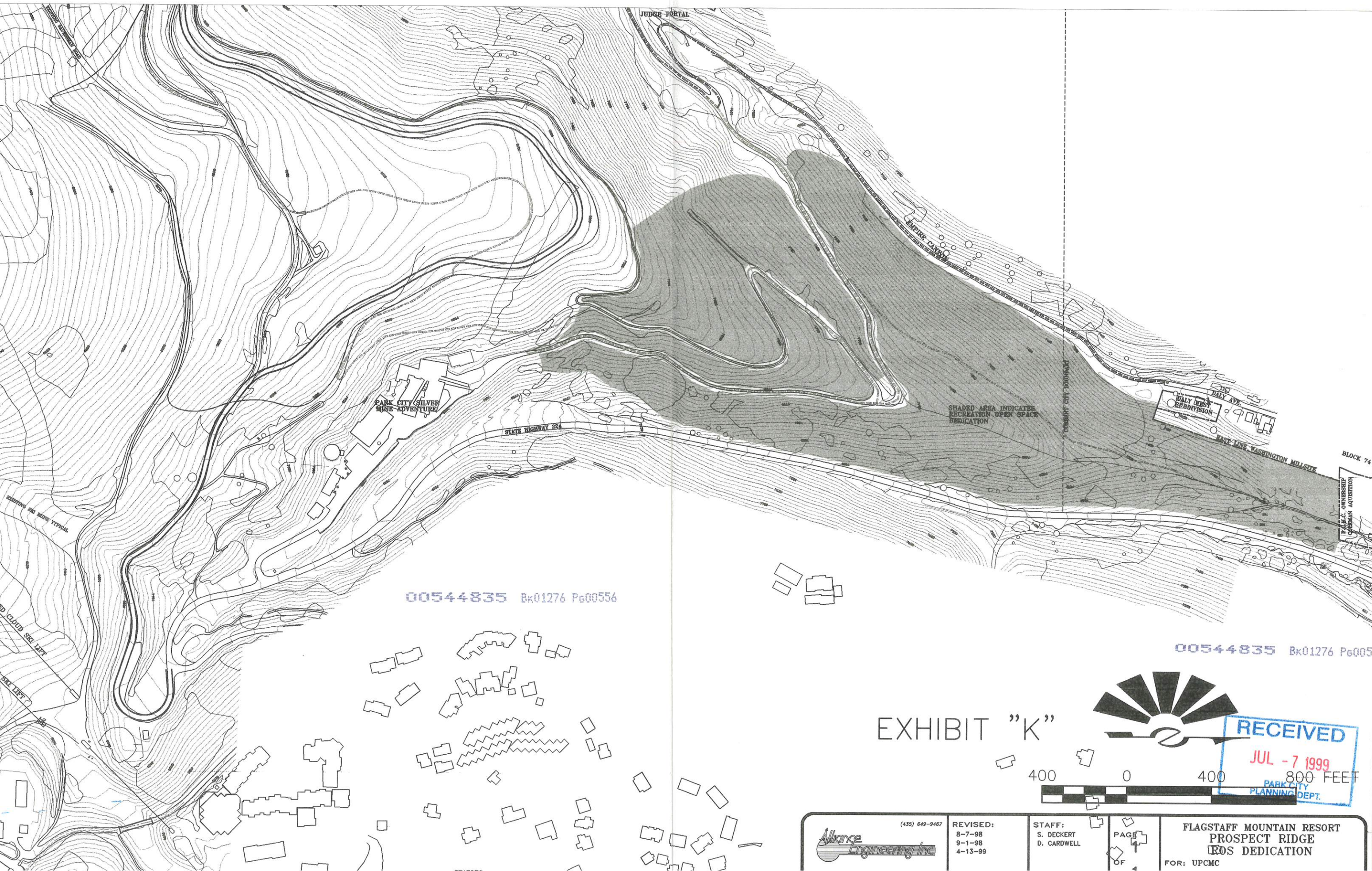
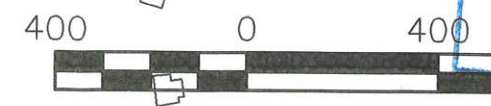
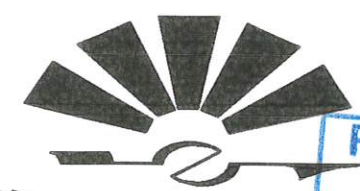
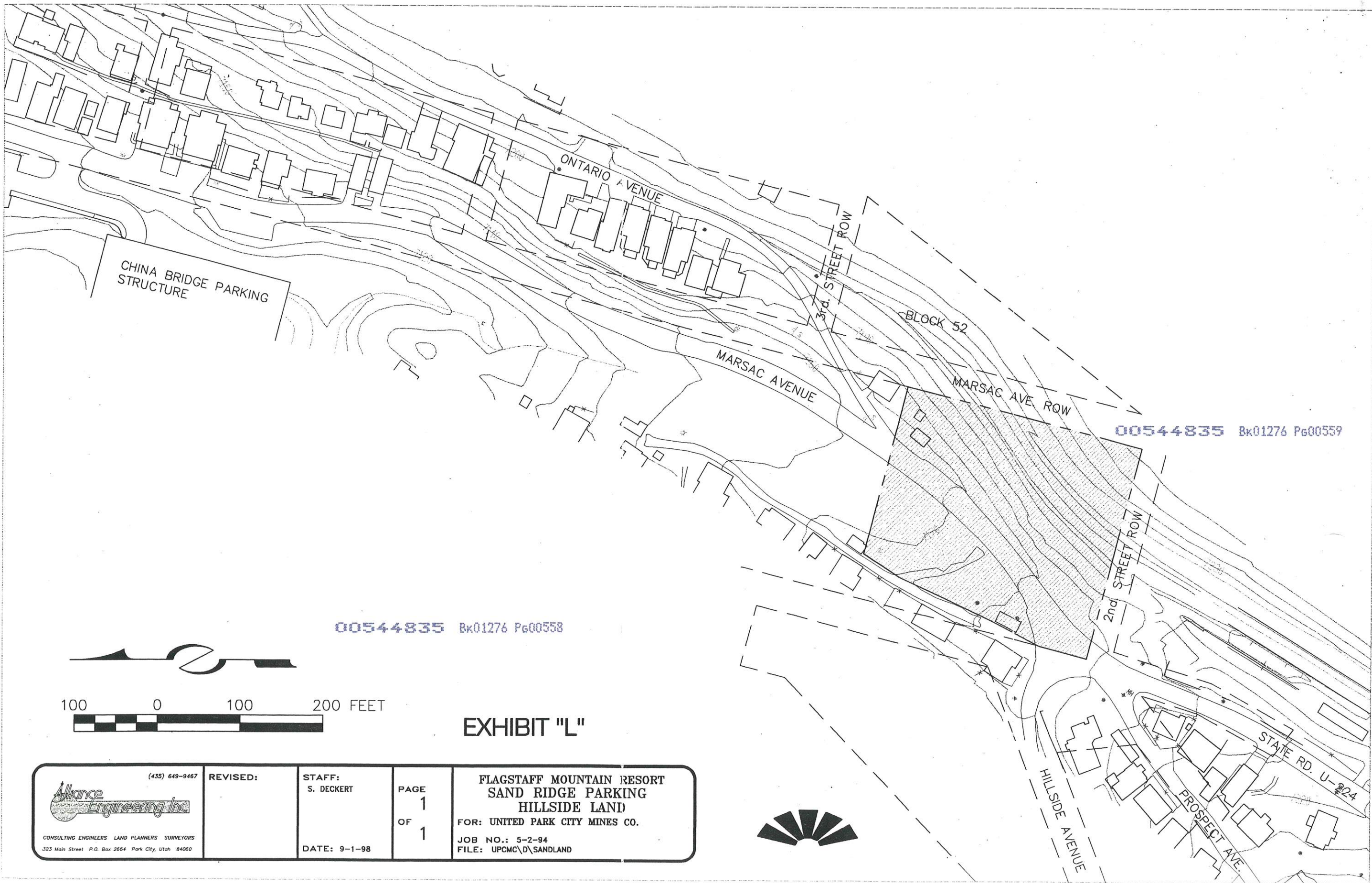


EXHIBIT "K"



RECEIVED
JUL - 7 1999
PARK CITY
PLANNING DEPT.

 (435) 649-9467	REVISED: 8-7-98 9-1-98 4-13-99	STAFF: S. DECKERT D. CARDWELL	PAGE 1 OF 4	FLAGSTAFF MOUNTAIN RESORT PROSPECT RIDGE EOS DEDICATION FOR: UPCMC
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00544835 Bk01276 Pg00558

00544835 Bk01276 Pg00559

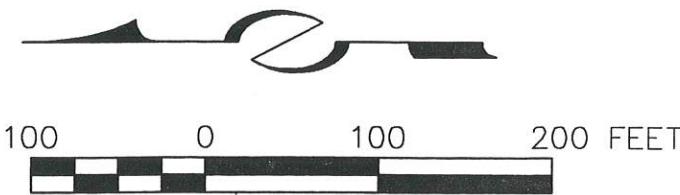


EXHIBIT "L"

 CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 323 Main Street P.O. Box 2664 Park City, Utah 84060	REVISED:	STAFF: S. DECKERT DATE: 9-1-98	PAGE 1 OF 1	FLAGSTAFF MOUNTAIN RESORT SAND RIDGE PARKING HILLSIDE LAND FOR: UNITED PARK CITY MINES CO. JOB NO.: 5-2-94 FILE: UPCMCD\SANDLAND

Exhibit M

The Flagstaff Mountain Resort At Deer Valley

Road Construction Plan

Off-site, Highway 224 Improvements Lower Mine Road

Summary of Current Conditions.

Upgrading and improving State Highway 224 has been identified as an important component related to the Flagstaff Mountain project. S.R. 224, or the Mine Road, as it is commonly referred to, will be the primary ingress and egress route from the Flagstaff Mountain Resort project. The developer has volunteered, at considerable expense, to upgrade and improve the Mine Road. This would not only benefit the Flagstaff Mountain Resort, but all users of the road. It should be noted that the developer volunteered to fund the cost of these considerations up-front and not as an extracted concession.

The route referred to as the Mine Road begins at the far northern end of Marsac Avenue, travels along the length of Marsac Avenue and through Ontario Canyon. The Road crosses the Summit/Wasatch County line, and continues west to Brighton or east to Midway. The Mine Road currently serves during the summer months as a business route to UPCMC, the Silver Mine Adventure, Deer Valley and the horse stables. It serves as a residential access route to Brighton Estates, upper Deer Valley and the Girl Scout facility. It also serves as a sight-seeing route for the Bonanza area. Beyond the Deer Valley turn-off, traffic is not heavy on the road during the summer months, totaling approximately 3-400 vehicles/day (source: MK Centennial Traffic Eng. Report: *Deer Valley Residential Expansion 9/93, rev. 12/93*).

During the winter months the Mine Road is closed by the Utah Department of Transportation just beyond the Deer Valley connector road. The lower road then serves as business access for UPCMC, the Silver Mine Adventure, Deer Valley and High Country Snowmobiles. The road also serves as residential access route for Deer Valley. There are also a small number of snowmobilers who use the road as a recreation access point, however this number continues to decrease as more and more land in the Bonanza Basin is closed to this type of activity.

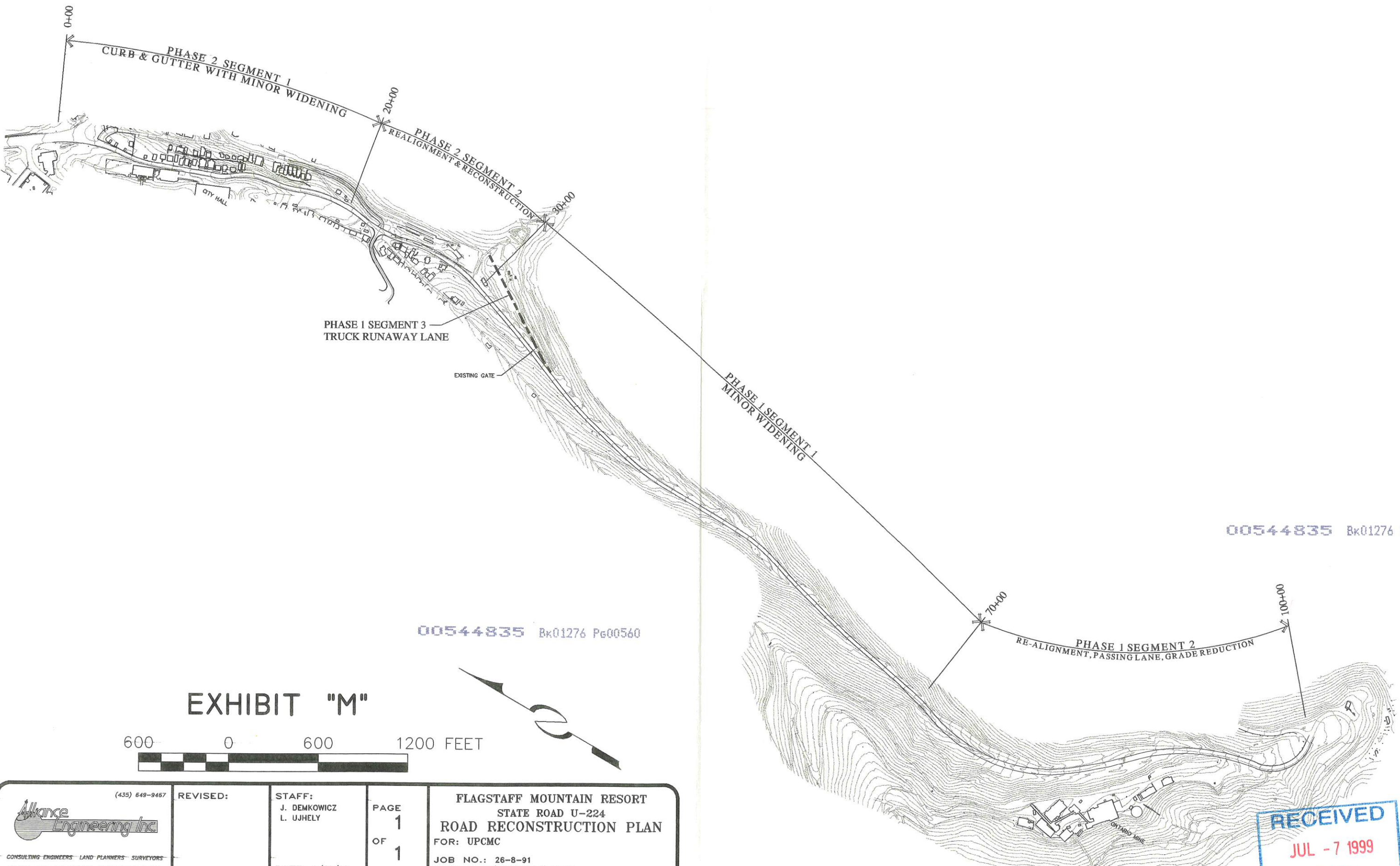
This proposal covers that portion of the Mine Road which originates at the intersection of Marsac and Deer Valley Drive, and extends to the upper Deer Valley turn-off (Guardsmen Connection). The upper sections of the Mine Road will be addressed in other proposals.

Construction traffic to upper Deer Valley is continuous throughout the year. Heavy trucks haul supplies up and excavated material down the road. In addition, delivery trucks access the aforementioned businesses throughout the year. An important consideration for public safety is a runaway truck lane. This is currently a problem on the mine road, and the voluntary concession of a runaway truck lane installed at the expense of the developer should greatly improve a problem which is presently of concern.

The present situation on the mine road will be improved with the development of the Flagstaff Mountain Resort project. Current areas of concern will be enhanced by planned improvements. The improvements to the mine road will create a situation whereby levels-of-service will be increased and the road will be made safer and more efficient.

* * *

00544835 Bk01276 Pg00563



00544835 Bk01276 Pg00561

00544835 Bk01276 Pg00560

EXHIBIT "M"



 CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 323 Main Street P.O. Box 2664 Park City, Utah 84060	(435) 649-9457 REVISED:	STAFF: J. DEMKOWICZ L. UJHELY	PAGE 1 OF 1	FLAGSTAFF MOUNTAIN RESORT STATE ROAD U-224 ROAD RECONSTRUCTION PLAN FOR: UPCMC JOB NO.: 26-8-91 FILE: UPCMC\OVERALL\D\RD600
	DATE: 1/20/99			

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JUL - 7 1999
 PARK CITY

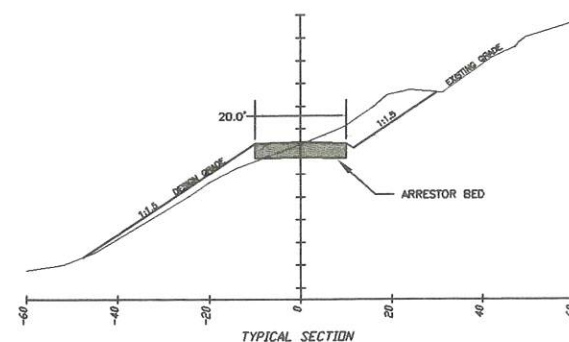
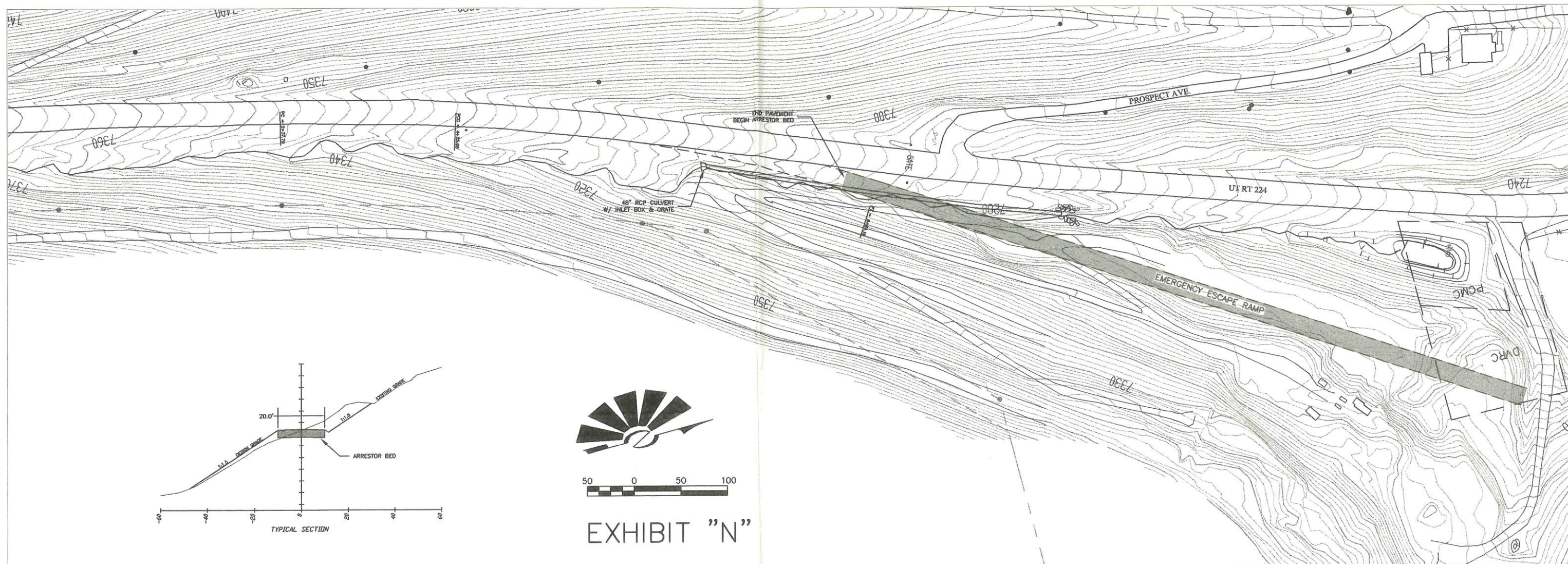
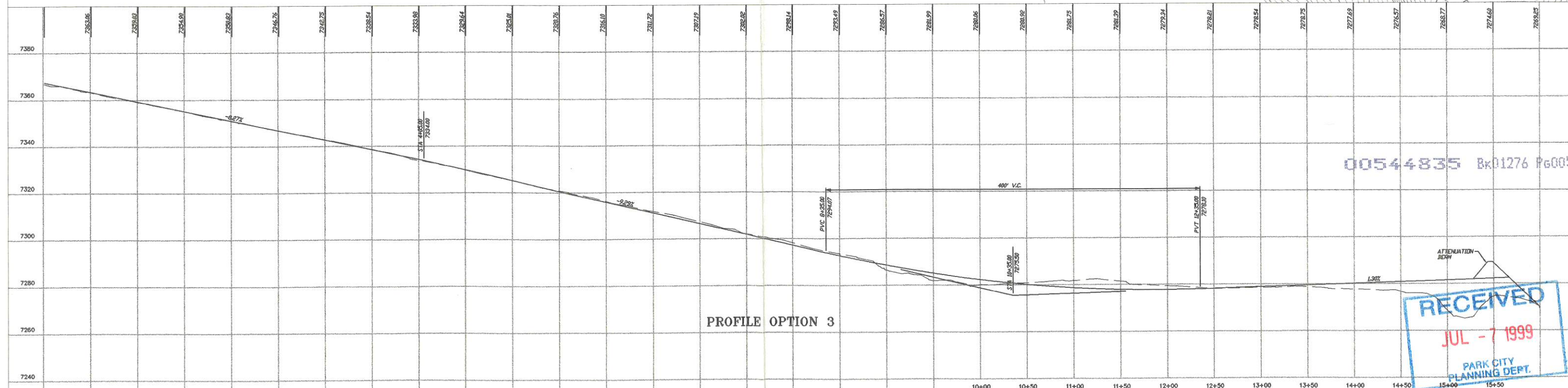


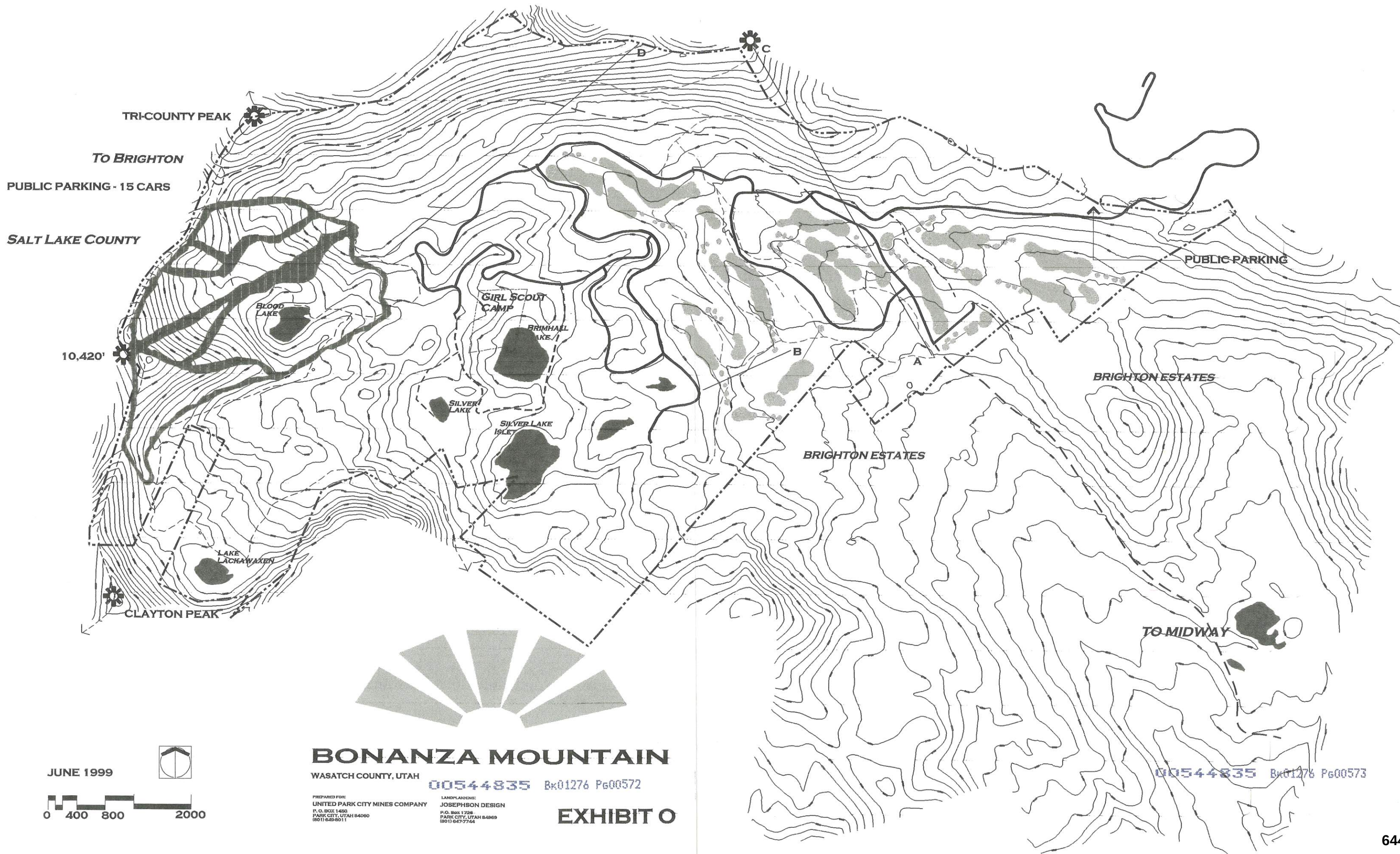
EXHIBIT "N"



00544835 Bk01276 Pg00571

RECEIVED
JUL - 7 1999
PARK CITY
PLANNING DEPT.

00544835 Bk01276 Pg00570



JUNE 1999



BONANZA MOUNTAIN

WASATCH COUNTY, UTAH

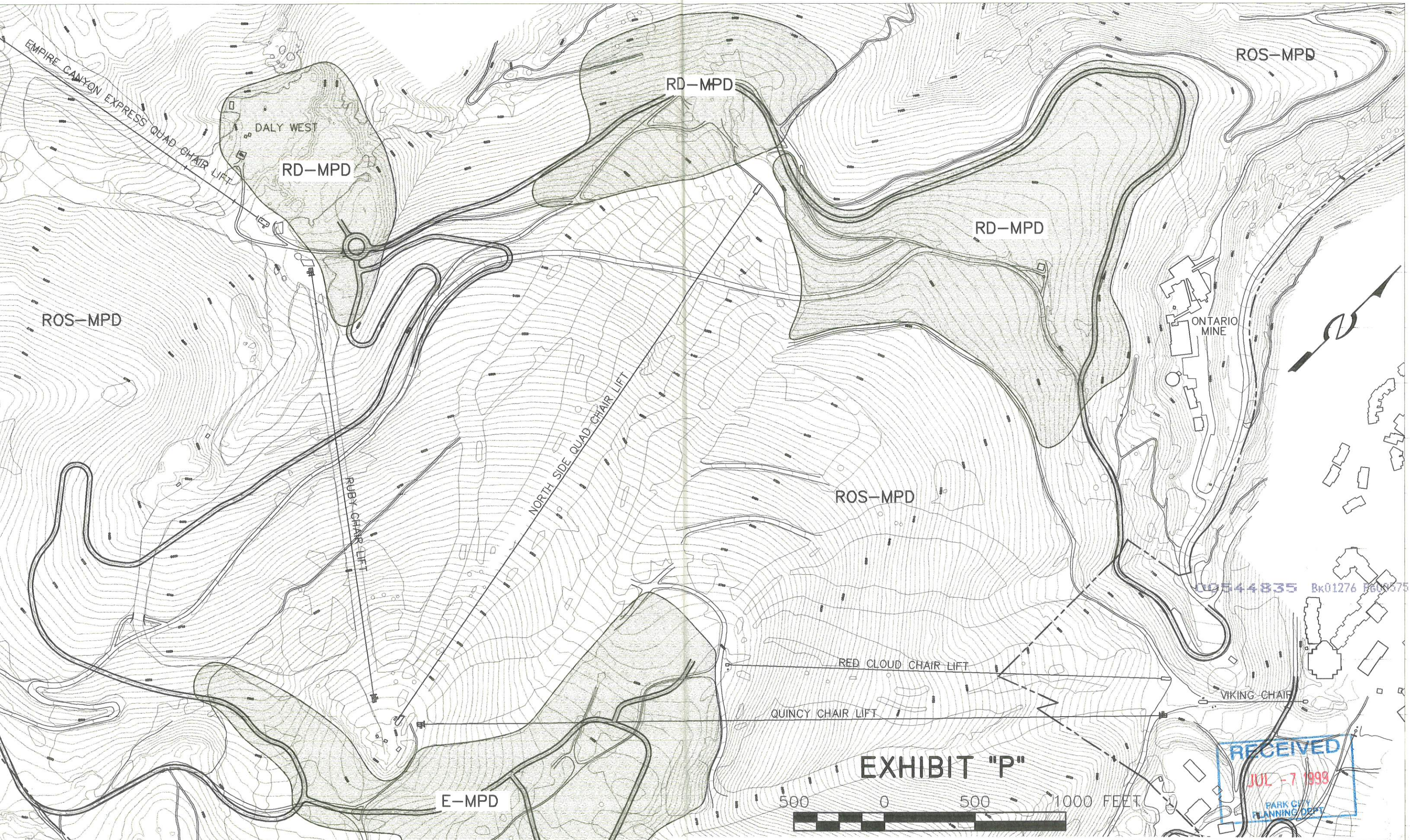
00544835 Bk01276 Pg00572

PREPARED FOR:
UNITED PARK CITY MINES COMPANY
P.O. BOX 1480
PARK CITY, UTAH 84060
(801) 648-8011

LAND PLANNING:
JOSEPHSON DESIGN
P.O. BOX 1728
PARK CITY, UTAH 84069
(801) 647-7744

EXHIBIT O

00544835 Bk01276 Pg00573



Summary of Objectives

The off-site improvements to Highway 224 are considered to be an important component of the overall Flagstaff Mountain Resort Master Plan. The current parameters of the mine road will improve in both efficiency and safety. The following constitute the voluntary proposed changes to the mine road to develop a safe and adequate ingress/egress route to and from the Flagstaff Mountain Resort project.

- ⇒ Widen the road needs where necessary
- ⇒ Increase the overall level of service
- ⇒ Curb and gutter installed in residential areas
- ⇒ Install a runaway truck lane uphill from the residential area
- ⇒ Install hydrologic controls where necessary
- ⇒ Install a passing lane below the Ontario Mine
- ⇒ Improve the grade where practical

* * *

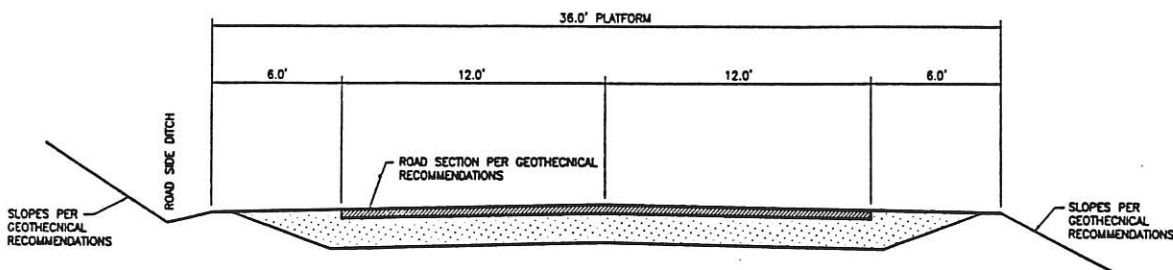
00544835 Bk01276 Pg00564

Phase I

Segment 1- Station 30+00 to Station 70+00.

Segment 1 of Phase 1 extends from just below the sedimentation pond through to the beginning of the passing lane. The improvements to this section of road will generally follow the existing grading and alignment. The profile of the road is a 24' wide asphalt travel platform with six-foot shoulders on either side. The horizontal and vertical alignment will follow the existing road to minimize grading. It is possible that minor slope stabilization will be necessary on those slopes adjacent to the drain channel. A soils engineer will be overseeing the construction of the road and will make the determination in regards to the slope stability of the drain channel. Drainage improvements will consist of roadside ditching and culvert diversions to adjacent intermittent stream at appropriate spacing. Straw hay bales will be placed lengthwise at regular intervals to trap excess sediment.

FLAGSTAFF DEVELOPMENT PARAMETERS
TYPICAL ROAD SECTION

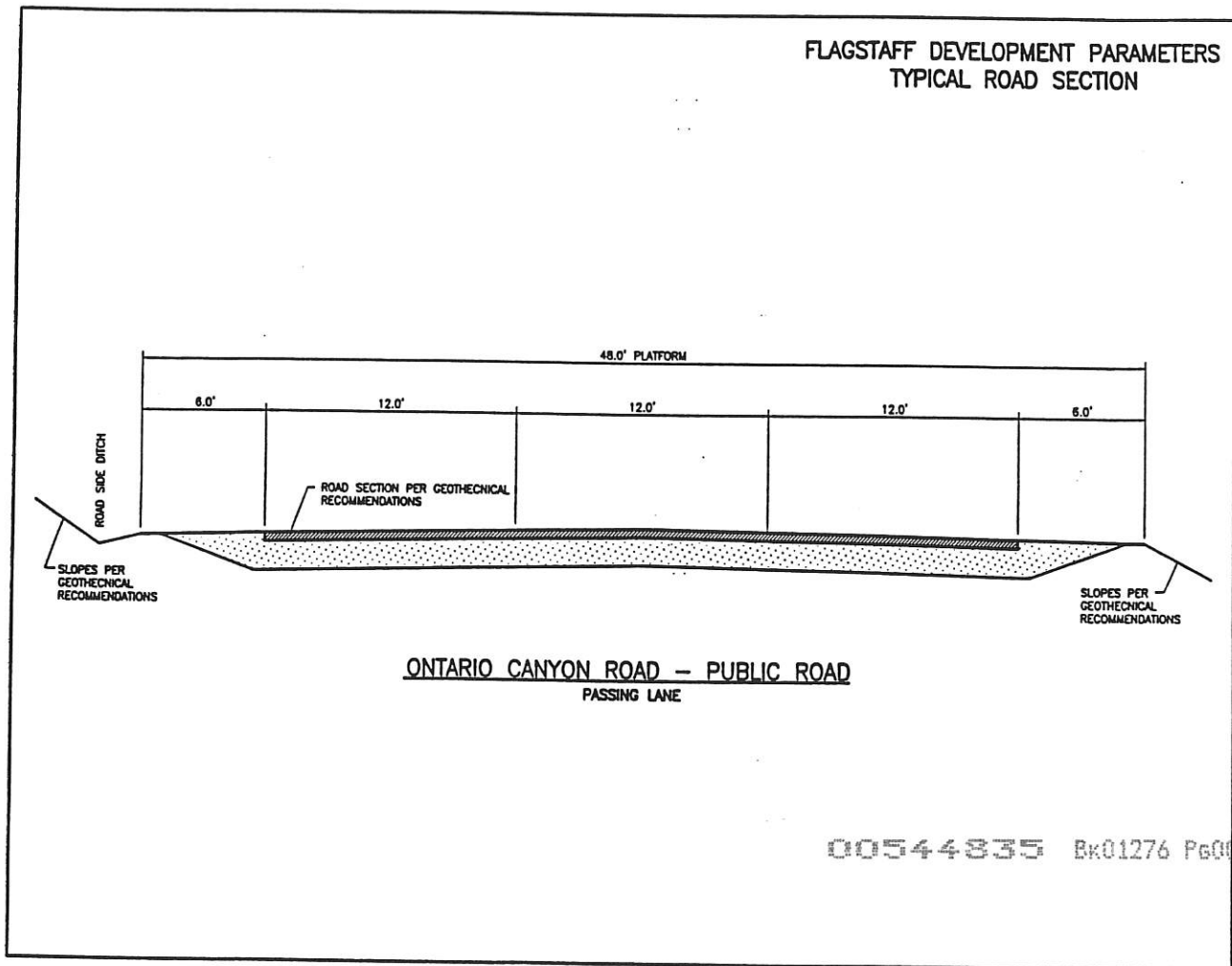


ONTARIO CANYON ROAD — PUBLIC ROAD
HILLSIDE TO GUARDSMAN DV INTERSECTION

00544835 Bk01276 Pg00565

Segment 2- Station 70+00 to Station 100+00

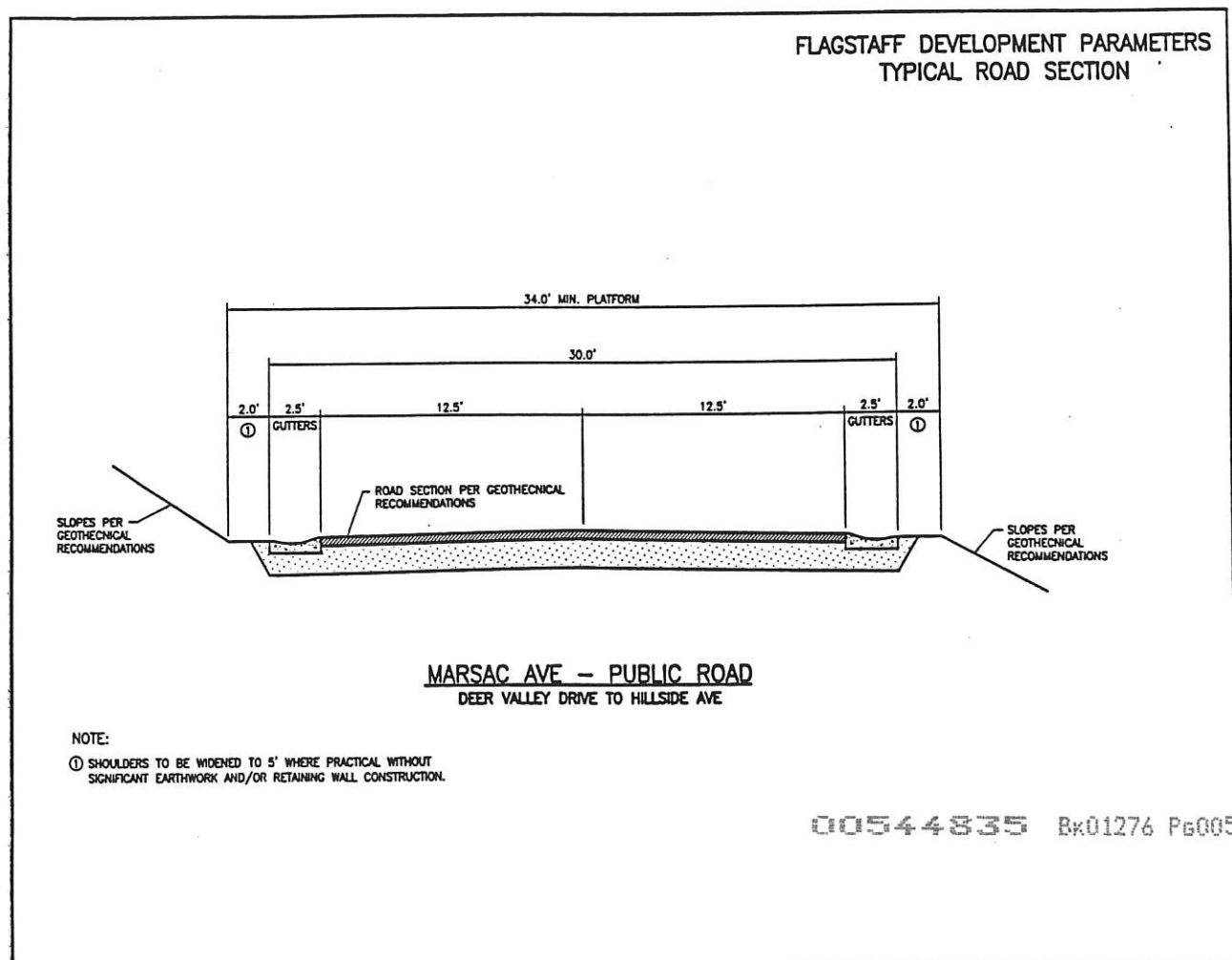
Segment 2 of Phase 1 consists of the route which begins at the passing lane and travels uphill to the Deer Valley connector road (Station 100+00). This segment is planned for extensive re-grading, widening and realignment. Due to the line-of-site situation which currently exists on the Mine Road, a passing lane is planned along the length of this segment. The general description is three 12' travel lanes (two uphill and one downhill) for a total of 36' of paved road width. The uphill truck passing lane should greatly increase the overall safety on the road. In addition, two six-foot shoulders are planned for construction on either side. The horizontal and vertical alignment will be reconfigured so that the maximum grade does not exceed 12%. This should also positively influence safety on the road. The drainage channel for this segment will be reconstructed adjacent to new alignment. The drainage channel will be a rip rap bed which consists of large rocks hand-placed in the channel. At regular intervals, straw hay bales will be placed lengthwise to trap sedimentation, which will develop from the construction of the road. Roadside drainage will have culvert diversions to the new channel at regular spacing.



Phase II

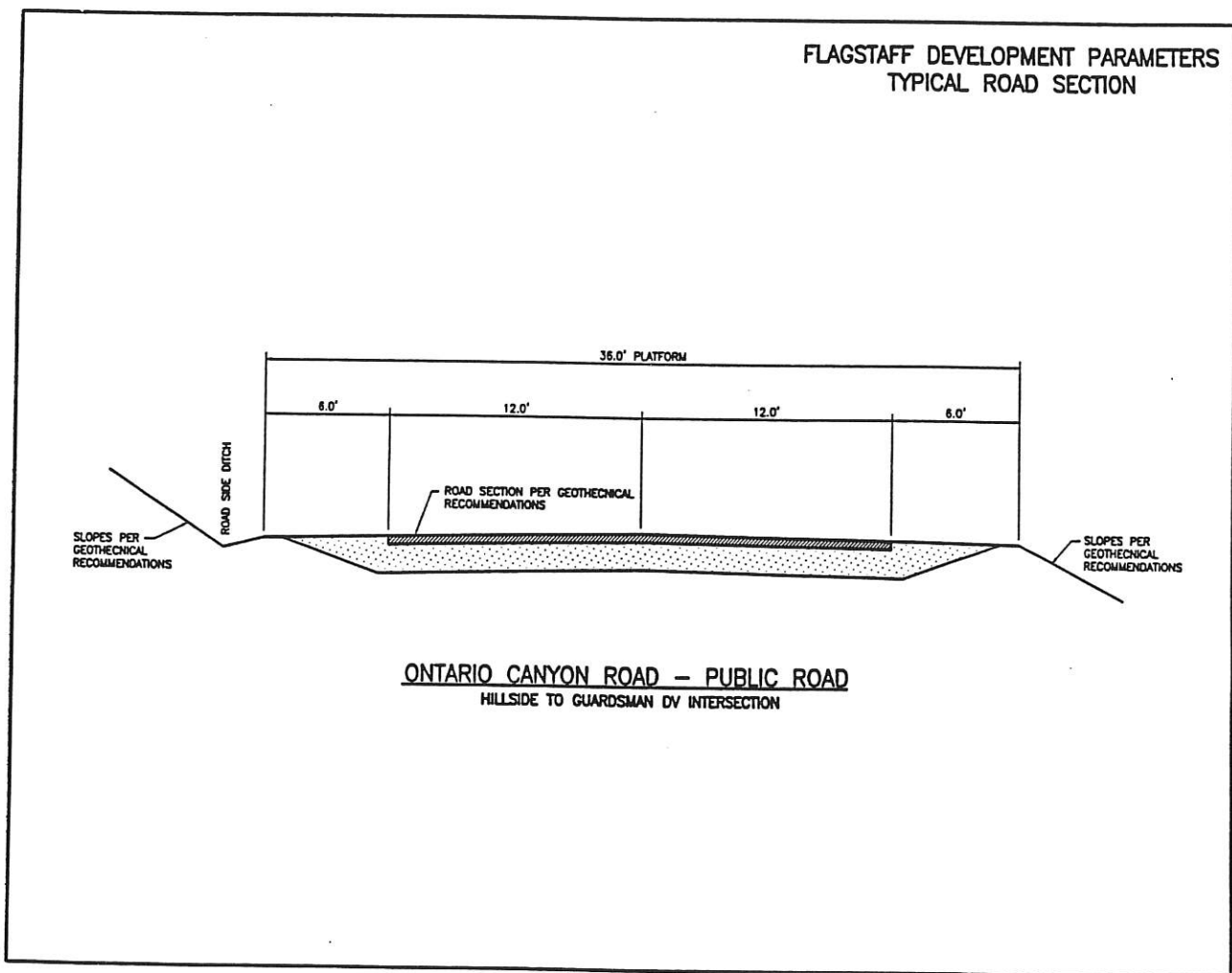
Segment 1. Station 0+00 to Station 20 +00

Segment 1 of Phase II extends from Deer Valley Drive and extends south to Hillside Avenue. General improvements to this section of road will be the installation of a 30' wide asphalt travel lane with 2' shoulders on either side. Curb and gutter will be installed along the entire length. General alignment will follow the current horizontal and vertical alignment to minimize grading and conflicts with existing driveways. Where practical, shoulder widths will be increased provided this does not involve extensive retaining wall work or regrading. Surface drainage will be channeled through inlets and drain lines where it will be connected to existing drainage facilities at the belt route intersection and above 4th Street parking structure. Electrical conduit and sanitary sewer will be placed along the length of this road and stubbed off. The future possibility exists to bury electrical lines in Old Town and the installation of conduit will circumvent the necessity of tearing up the road to do so.



Segment 2. Station 20+00 to Station 30+00

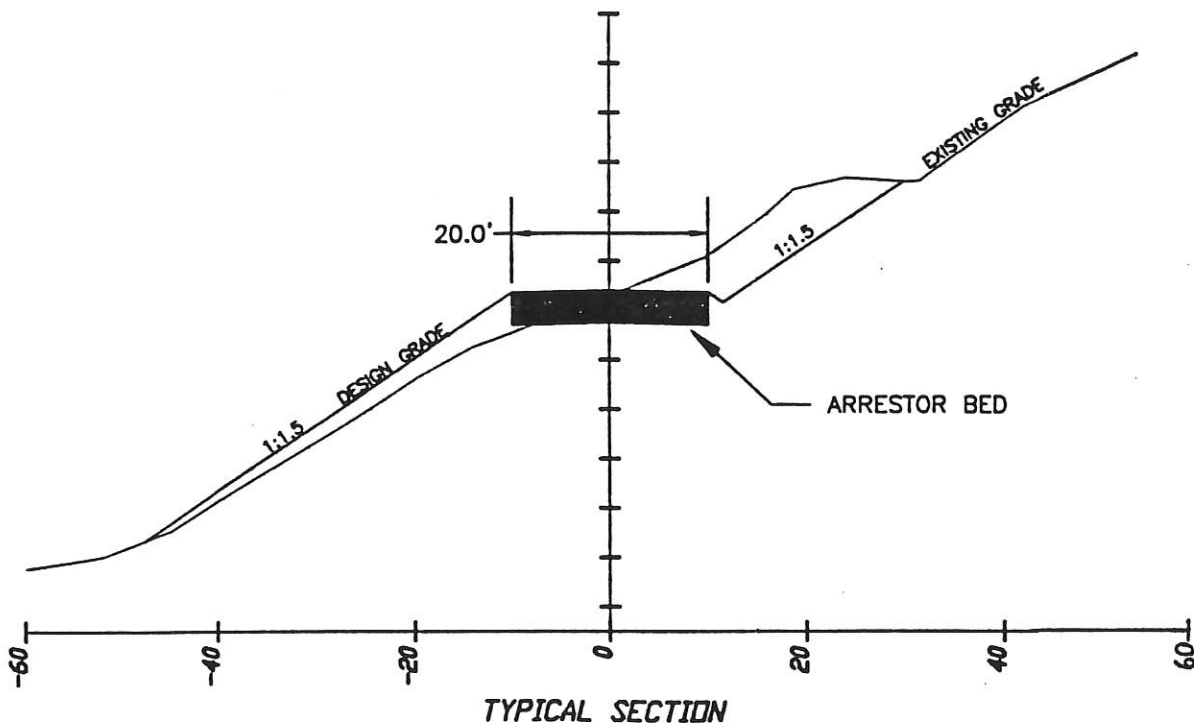
The road will have a 24' wide asphalt travel platform with 4' shoulders. Drainage will consist of inlets and drain lines which channel surface water to existing drainage facilities at the belt route intersection, above the 4th Street parking facility and above the Hillside intersection. Curb and gutter will be installed along the length of the improvements.



00544835 Bk01276 Pg00568

Segment 3- Runaway Truck Lane at Station 30+00.

The construction of a runaway truck ramp is proposed as a safety consideration. This is a courtesy of the developer and should be recognized as such. There are no definitive design guidelines for runaway truck ramps from AASHTO (Fehr and Peers, 11/12/98, Scott Zeigler). Basic criteria emphasize that the offset degree of the ramp to the road should be as minimal as site constraints allow. 20 feet in width is recommended as an adequate width to handle most big trucks without requiring excessive handling by the driver. The AASHTO manual recognizes that runaway truck ramps, out of necessity, need to take into account the nature of the site and design a best fit for that particular piece of property. Options for increasing the efficiency of the ramp include increasing the upward slope and installing sand piles at regular spaced intervals to slow the progress of the vehicle. At present, the Project Engineer (John Demkowicz, Alliance Engineering) is conferring with City's Engineer to determine the best layout and course for the runaway truck ramp.



* * *

00544835 Bx01276 Pg00569



October 8, 2021

Re: Notice of *Notice of Intent to File a Petition under Utah Code section 10-2-403(2)(a)(i)*

Attention Park City Recorder,

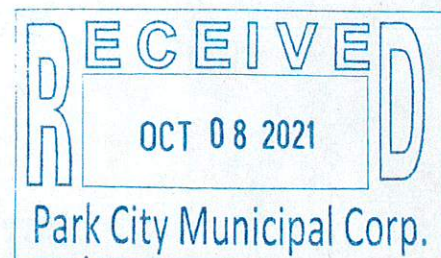
This Notice of Intent to File a Petition is required by Utah Code section 10-2-403(2)(a)(i). Included with this Notice of Intent is an accurate map of the area that is proposed to be annexed. A copy of this Notice of Intent has also been sent to each affected entity, as defined by Utah Code section 10-2-401.

A written request has also been sent to Summit County, asking that the statutorily required notice under Utah Code section 10-2-403(2)(b)(iii) be mailed to owners of real property in the area to be annexed and owners of real property located within 300 feet of the area proposed to be annexed. That request includes a proposed copy of the notice to property owners, which is included with this letter as a courtesy.

Yours,

A handwritten signature in blue ink, appearing to read "Matt Dias".

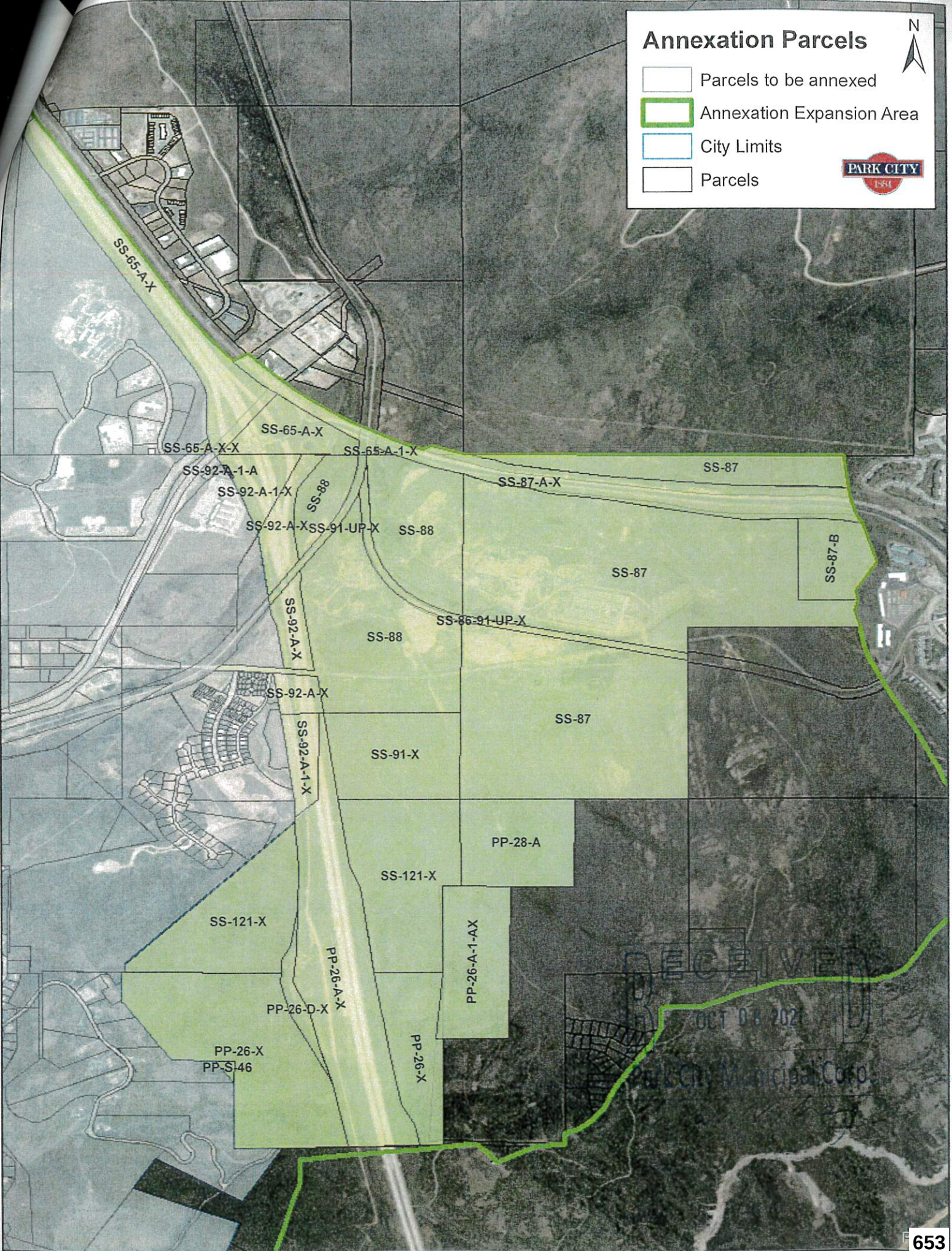
Matt Dias
City Manager



A handwritten signature in blue ink, appearing to read "Sean V. Long".

Annexation Parcels

- Parcels to be annexed
- Annexation Expansion Area
- City Limits
- Parcels



Eve Furse
Summit County Clerk
efurse@summitcounty.org
435-336-3203



60 North Main Street
Po Box 128
Coalville, UT 84017

CERTIFICATE OF MAILING

I do hereby certify that I mailed a true and correct copy of the Park City Municipal Proposed Annexation Notice to the following by first class mail on October 13, 2021:

AMEZQUITA EDGAR
ASTORGA FRANCISCO
BIG HOSS PROPERTIES LLC
BIGATEL TODD A
BROWN KEVIN W
CLOUSE EDWARD B JR
CRONIN SEAN
E22 LLC
FORESTDALE INVESTMENTS LLC
FRANCIS CORY LEE
GAMMON LYNSEY
G-BAR VENTURES LLC
GERTZ EVA JOBANA
GMG II INVESTMENT LLC
GOLIATH PARTNERS LLC
HAAGA PAUL G III TRUSTEE
HALL KRISTEN HOLCOMB
HATCH SUSAN MARLENE
HIDEOUT COMMUNITY ADVANCEMENT AND
DEVELOPMENT LLC
I-40 STORAGE (DE) LLC
IHC HEALTH SERVICES INC
IMRIE SAMANTHA T
IVORY DEVELOPMENT LLC
IVORY LAND CORPORATION
JAGER LINDA P
JORDANELLE STORAGE PARK LLC
JOURNEY TAYLOR
LABOV DANIEL TRUSTEE
LACY K2 LLC
LAFARGA JANICE

LEE SHANNON L
LESLIE KATHRYN HOOD
LONG TRICIA
MARSHALL SHELLEY LYNN
MCKENNA MEGAN MARIE
NAGEL MATTHEW THOMAS
NICHOLAS DAVID
NICHOLS ENTERPRISES LLC
NOVELLE DIANA JO
OLSON NATHAN
PARK CITY AUTO CENTER INC
PARK CITY FIRE SERVICE DISTRICT
PARK CITY HEIGHTS MASTER ASSOCIATION
PARK CITY MUNICIPAL CORPORATION
SFP FORESTDALE LLC
SOUTH POINT UTAH LLC
SPACE PLACE ANNEX LLC
STATE OF UTAH
STAUFFER TARA
STEELE MEGAN S
STEPHENS TAMARA
STICHING MAYFLOWER MOUNTAIN FONDS
STICHTING MAYFLOWER RECREATIONAL
FONDS
SUCIK RONALD M II
SUMMIT COUNTY
SUNDBORN LLC
TALLERIN KENNETH H/W (JT)
TOPMARK INVESTMENTS LLC
UNITED PARK CITY MINES COMPANY
UNITED STATES OF AMERICA

UNITED STATES OF AMERICA/INTERIOR DEPT
UTAH DEPARTMENT OF TRANSPORTATION
UTAH DEPT OF TRANSPORTATION
WEST AMANDA
WESTERN REAL ESTATE DEVELOPMENT LLC
WILLIS LAURA M
WILKINSON MICHAEL D

JORDANELLE SPECIAL SERVICE DIS
DORTMUND HOLDINGS LC
EMP PARK CITY LLC
BB PARTNERS LLC
WIENER DAVID MICHEL TR
BRULECREEK UT HOLDINGS LLC
PROMONTORY INVESTMENTS LLC

DATED this 13th day of October, 2021.





Signature
Jessika O'Brien
Deputy Clerk
On behalf of Eve Furse
Summit County Clerk



October 13, 2021

**NOTICE OF INTENT
TO FILE
ANNEXATION PETITION**

Attention: Your property may be affected by a proposed annexation.

Records show that you own property within an area that is intended to be included in a proposed annexation to Park City, Utah, or that is within 300 feet of that area. If your property is within the area proposed for annexation, you may be asked to sign a petition supporting the annexation. You may choose whether to sign the petition. By signing the petition, you indicate your support of the proposed annexation. If you sign the petition but later change your mind about supporting the annexation, you may withdraw your signature by submitting a signed, written withdrawal with the recorder or clerk of Park City Municipal Corp. within 30 days after Park City receives notice that the petition has been certified.

There will be no public election on the proposed annexation because Utah law does not provide for an annexation to be approved by voters at a public election. Signing or not signing the annexation petition is the method under Utah law for the owners of property within the area proposed for annexation to demonstrate their support of or opposition to the proposed annexation.

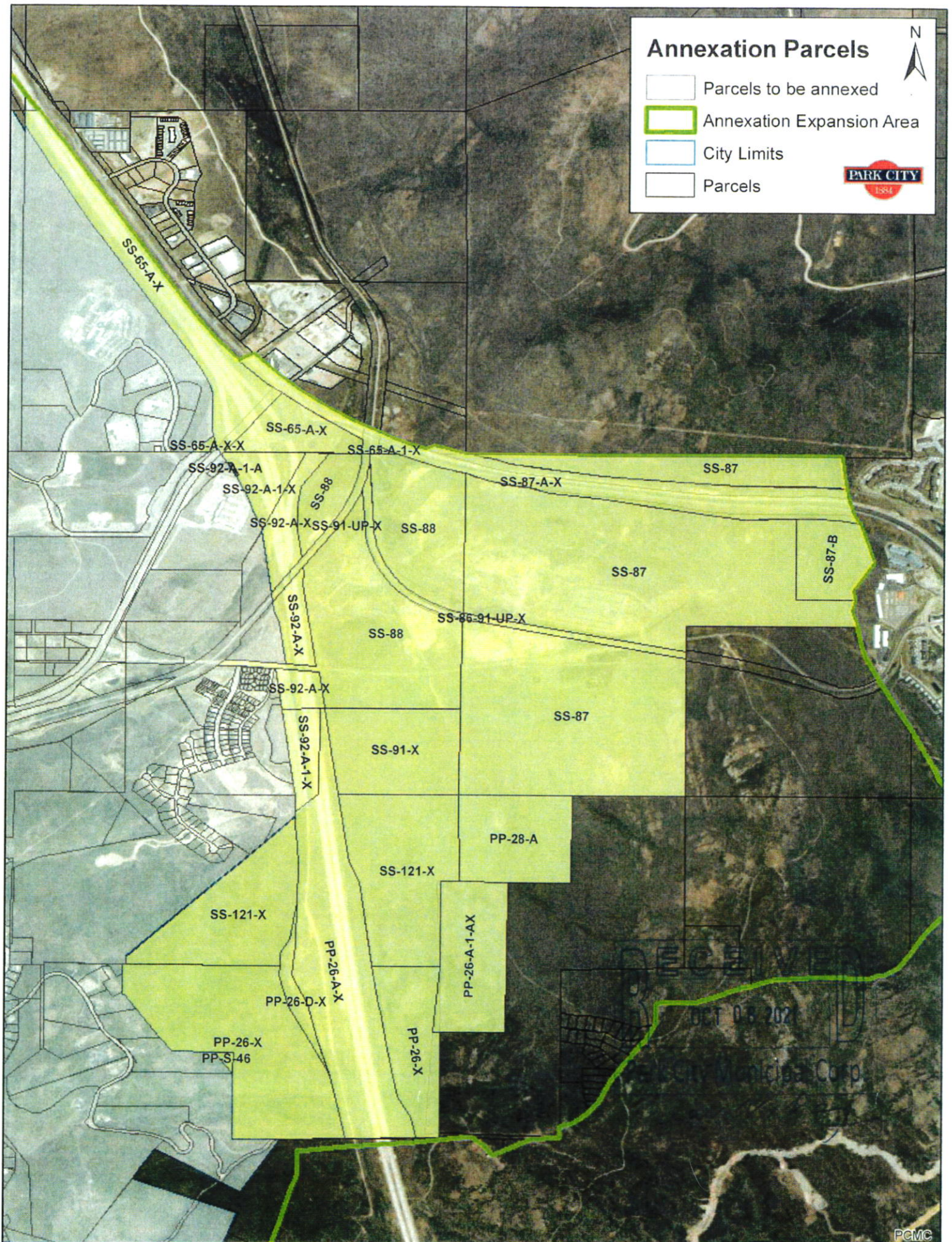
You may obtain more information on the proposed annexation by contacting:

**Park City Municipal Corporation
Attn: Matt Dias, City Manager
Manager
445 Marsac Avenue
P.O. Box 1480
Park City, Utah 84060-1480
Matt.dias@parkcity.org
435.615.5180**

**Summit County
Attn: Tom Fisher, County
60 N. Main Street
P.O. Box 128
Coalville, Utah 84017
tfisher@summitcounty.org
435.336.3200**

Once filed, the annexation petition will be available for inspection and copying at the office of Park City Municipal Corp. located at 445 Marsac Avenue, Park City, Utah 84060.

Summit County
60 N Main Street, Coalville UT 84017
(435) 336 3200





October 28, 2021

Re: Notice of Certified Annexation Petition for Southeast Quinn's Junction Area

Attention:

An annexation petition has been filed proposing to annex an area southeast of Quinn's Junction to Park City, Utah. This area, located east of Park City, between the existing City boundary and the Summit County line, includes approximately 1200 acres of land intersected by SR-248 and US-40.

The annexation petition was accepted for further consideration by the Park City Council on October 18, 2021. On October 28, 2021, the Park City Recorder certified that the petition was complete and met the statutory requirements. The Park City Council was notified of certification on that same date. A copy of the petition is available for inspection and copying at the Park City Recorder's office. It is also available online at: engageparkcity.org/richardson-flat-annexation.

Park City may grant the petition unless a written protest is filed with the county boundary commission and a copy delivered to the Park City Recorder by November 27, 2021, at:

**County Boundary Commission
c/o Evelyn Furse, County Clerk
60 N. Main Street
P.O. Box 128
Coalville, UT 84017
Phone: (435) 336-3204**

**Park City Recorder
Michelle Kellogg, City Recorder
445 Marsac Avenue
P.O. Box 1480
Park City, UT 84060
Phone: (435) 615-5007**

Information about who can protest and what information should be included in a protest can be found in Title 10, Chapter 2, Part 4 of the Utah Code, which is available online at: <https://le.utah.gov/xcode/Title10/Chapter2/10-2-P4.html>. Section 407 contains information about the process for protests.

Park City Council
445 Marsac Avenue • P.O. Box 1480 • Park City, UT 84060-1480
Phone (435) 615-5007 • FAX (435) 615- 4901

Eve Furse
County Clerk
www.summitcounty.org/clerk
efurse@summitcounty.org



Phone: (435) 336-3204
FAX: (435) 336-3030
PO BOX 128
60 North Main
Coalville, UT 84017

February 18, 2022

Park City Council
c/o Michelle Kellogg
445 Marsac Ave.
P.O. Box 1480
Park City, UT 84060

Re: Annexation Protest – Richardson Flats

Dear Ms. Kellogg:

Attached please find a copy of the Boundary Commission's Decision.

Sincerely,

Eve Furse
Summit County Clerk

**BEFORE THE SUMMIT COUNTY BOUNDARY COMMISSION
IN AND FOR SUMMIT COUNTY, STATE OF UTAH**

**IN THE MATTER OF THE PROTEST
OF HIDEOUT COMMUNITY
ADVANCEMENT AND
DEVELOPMENT, LLC**

**FINDINGS OF FACT &
CONCLUSIONS OF LAW**

Effective Date: February 16, 2022

On February 14, 2022, this matter came before the Summit County Boundary Commission ("*Commission*") on a protest by Hideout Community Advancement and Development, LLC ("*HCAD*") of the Annexation Petition for Southeast Quinns Junction (the "*Park City Petition*").

HCAD was represented by Bruce R. Baird. Park City Municipal Corporation ("*Park City*") was represented by Margaret D. Plane and Luke Henry from the Park City Attorney's Office. The Commission was represented by David L. Thomas, Chief Civil Deputy County Attorney.

Evidence and materials were presented by way of testimony, statements, documents and memorandum for consideration by the Commission. Having considered the evidence presented by all parties and the entire record relating to this Protest (defined below), the Commission rendered its decision following discussion and deliberation as part of its scheduled meeting and hearing on February 14, 2022, adopting a motion to DENY the Protest, with that decision to become final following the adoption of these findings and conclusions. The voting of the Commission on this matter was 7-0. In support of that decision, the Commission adopts the following Findings of Fact and Conclusions of Law:

FINDINGS OF FACT

1. The Park City Petition was filed on October 15, 2021.
2. The Park City Petition includes Parcels SS-88 (166 acres), SS-87 (380 acres), PP-28-A (40 acres), SS-87-B (23 acres), SS-91-X (45 acres), SS-121-X (125 acres), PP-26-X (125 acres), and PP-26-A-1-AX (44 acres), as well as rights-of-way owned by the Utah Department of Transportation and Parcel SS-87-A-X (17 acres) owned by the United States of America, Bureau of Reclamation (together, the “*Annexation Area*”) (approximately 965 acres).
3. HCAD is the record title owner of Parcel SS-87-B, which is located within the Annexation Area.
4. HCAD filed a protest of the Park City Petition on November 24, 2021 (the “*Protest*”).
The Protest was timely filed. The Protest asserted the following:
 - a. HCAD is the record owner of Parcel SS-87-B.

- b. Parcel SS-87-B is “rural real property.”
 - c. HCAD did not sign its consent to the inclusion of Parcel SS-87-B within the Park City Petition.
 - d. To the extent Park City “believes it is holding an authorization, any such authorization is expressly withdrawn by this notice and protest.”
 - e. HCAD “reserves the right to seek all other legal and equitable remedies, including the right to raise other claims related to the deficiencies associated with the Annexation, including items raised by other protesters.”
5. Parcel SS-87-B is located within the Mountain Remote Zone District in the Snyderville Basin Planning Area.
6. The Mountain Remote Zone District has the following characteristics:
- a. “Intent: The purpose of the mountain remote (MR) zone district is to identify lands that, because of their location, accessibility, terrain, or other similar features, are not easily serviced by local service providers. Development shall be limited in these areas to minimize disturbance to the natural environment, lessen the fire danger, protect water supplies, protect wildlife, protect natural resources and viewsheds, and protect and promote open space values of the Snyderville Basin.” Summit County Code §10-2-6(A).
 - b. “Density: In areas that are not already platted, or otherwise entitled, the base density shall be one unit per one hundred twenty (120) acres on both developable lands and critical lands.” Summit County Code §10-2-6(B).

c. “Schedule of Uses: The table of uses sets forth the appropriate uses in this zone. In general, low density residential, recreational and agricultural and grazing uses are considered appropriate.” Summit County Code §10-2-6(C).

d. Development within the Mountain Remote Zone District must comport with height and setback standards which are specific to the zone. Summit County Code §10-2-6(D) – (H).

e. The Use Table (Summit County Code §10-2-10) provides that:

i. Accessory Buildings (minor), Agriculture, Home Childcare, Accessory Dwelling Units, Home Based Businesses, Open Space, Recycling Facilities, and Telecommunication Facilities are Allowed Uses within the Mountain Remote Zone District and require a building permit to vest development rights.

ii. Childcare Facilities, Dwelling Units (agricultural employee, ridgeline overlay zone, single family attached, and single family detached), Helicopter (utility construction), Horse Boarding (private), Recreation and Athletic Facilities (private), Resort Operations (including replacement resort lifts and resort structures under 5,000 square feet), Signs, Structures in the Ridgeline Overlay Zone, Stealth Telecommunication Facilities, Neighborhood Trails, and Underground Utilities are Low Impact Uses within the Mountain Remote Zone District and require an administrative Low Impact Permit issued by the Community Development Director (“CDD”) and a building permit to vest development rights.

iii. Accessory Buildings (major), Bed and Breakfast Inn, Campground, Cemetery, Childcare Center, Commercial Kennels, Hazardous Liquid or Materials Transmission

Pipelines, Historically Significant Structures (including adaptive reuse), Horse Boarding (commercial), Commercial Horse Stables and Riding Academy, Hotels (fewer than 16 rooms), Logging Camp, Mining, Wholesale Nursery, Commercial Recreation, Park and Ride Facility, Parks, Public Facilities, Public Recreation, New Resort Lifts or Runs, Resort Structures over 5,000 square feet, Ski Lifts and Runs (private), Telecommunications Facilities, Trailhead Parking, Utilities (above ground or major), and Vehicle Control Gate are Conditional Uses within the Mountain Remote Zone District and require an administrative Conditional Use Permit issued by the Snyderville Basin Planning Commission and a building permit to vest development rights.

f. The Mountain Remote Zone District is not a “holding zone” as characterized by HCAD. There is no evidence of such in the record of this Protest. The Snyderville Basin Development Code makes no such statement. Nor is there evidence that Open Space is not a valid Allowed Use which has value to a property owner.

7. Use determinations under the Snyderville Basin Development Code (Summit County Code, Title 10) are made by the CDD. Summit County Code §10-2-10.

8. Further, under the Snyderville Basin Development Code, the CDD is empowered to “make administrative interpretations pertaining to the operation and implementation of this title consistent with and in furtherance of chapter 1, “Program for Resort and Mountain Development,” of this title.” Summit County Code §10-9-10(D)(2)(b)(3).

9. Agriculture is an Allowed Use within all zone districts in the Snyderville Basin Planning Area.

10. The Eastern Summit County Planning Area has a series of specific agricultural zone districts: AG-5, AF-10, AG-20, AG-40, and AG-80. Summit County Code §11-3-2 thru 11-3-7. Agriculture is an Allowed Use within all zone districts in the Eastern Summit County Planning Area.

11. The Eastern Summit County Development Code (Summit County Code, Title 11), provides that the CDD is “responsible for interpreting the provisions of this title.” Summit County Code §11-7-11.

12. The CDD executed a declaration in which he provided interpretations of the two planning areas and their development codes, which interpretations are instructive to the Commission.

The Eastern Summit County Development Code covers the majority of the county and acknowledges traditional rural, agricultural, and small-town land uses. While Eastern Summit County planning district has zoning districts for residential, commercial and industrial uses, most of the land covered by the Eastern Summit County Development Code is under various agricultural districts. All these Agricultural zoning districts are primarily for agricultural use. However, they also allow subordinate uses, such as low-density residential development.

The Snyderville Basin Development Code covers the southwestern portion of Summit County. The land addressed in the Snyderville Basin Development Code is generally more directed to resort development, support commercial, and varying degrees of low-density residential development, than the land covered by the Eastern Summit County Development Code.

The Mountain Remote Zoning District is found in the Snyderville Basin Development Code. The fundamental purpose of the zoning district was to minimize disturbance, lessen fire danger, protect water supplies, protect wildlife, protect natural resources and viewsheds, and protect and promote open space. The zoning district exists to protect the natural environmental and open space values of the Snyderville Basin.

Like every other zoning district in Summit County, the Mountain Remote Zoning District allows agricultural use. It is among several allowed uses – it is not a primary purpose.

In the Mountain Remote Zoning District, agricultural use is a subordinate use, meaning it can occur but that is not what the zoning district was created for.

BASED on the totality of facts and circumstances presented by the evidence and the entire record considered as part of the decision, the Commission renders the following Conclusions of Law:

CONCLUSIONS OF LAW

1. The task of the Boundary Commission is to evaluate the protests of annexation petitions to ensure that such petitions substantively comply with Utah Code §10-2-415(8). Matter of Boundary Commission of Davis County, 737 P.2d 163, 165 (Utah 1987); Szathowski v. Bountiful City, 906 P.2d 902, 904 (Utah App. 1995).
2. In doing so, “the boundary commission may: (a) approve the proposed annexation, either with or without conditions; (b) make minor modification to the proposed annexation and approve it, either with or without conditions; or (c) disapprove the proposed annexation.” Utah Code §10-2-416(1).
3. However, the Boundary Commission may only entertain protests filed by claimants who qualify under the annexation statute. Utah Code §10-2-407; McKittrick v. Gibson, 2021 UT 48, ¶¶2, 17, 496 P.3d 147 (statutory claimant must have statutory standing to assert a claim). As applied to the Protest, a qualified claimant includes “an owner of rural real property.” Utah Code §10-2-407(1)(b).

4. Rural Real Property is defined as “an area: (a) zoned primarily for manufacturing, commercial, or agricultural purposes; and (b) that does not include residential units with a density greater than one unit per acre.” Utah Code §§ 10-2-401(j); 17B-2a-1107(1).

5. Parcel SS-87-B is zoned Mountain Remote. HCAD asserts that it is Rural Real Property because it is zoned primarily for agricultural uses, while Park City counters that it is not Rural Real Property because agricultural uses are a subordinate use and not the primary purpose of the zone. The resolution of this question regarding Rural Real Property is a threshold question to the Commission entertaining the Protest, as it bears directly upon statutory standing. Absent statutory standing, the Commission has no jurisdiction to adjudicate the Protest.

6. In order to determine whether Parcel SS-87-B is “zoned primarily for . . . agricultural purposes,” the Commission must evaluate the purpose of the Mountain Remote Zone District.

7. In statutory interpretation, courts attempt to give effect to the legislative intent of statutes as evidenced by the statute’s plain language. Summit Water Distribution Company v. Summit County, 2005 UT 73, 123 P.3d 437, 442; Jensen v. Intermountain Health Care, Inc., 679 P.2d 903, 906 (Utah 1984). This is because courts have determined that “[t]he best evidence of the [legislative] intent is the statute’s plain language.” Marion Energy, Inc. v. KFJ Ranch Partnership, 2011 UT 50, 267 P.3d 863, 866. In doing so, courts “interpret statutes to give meaning to all parts, and avoid rendering portions of the statute *superfluous*.” State v. Watkins, 2013 UT 28, 309 P.3d 209, 213 (emphasis added). “To do so, [courts] read the *plain language of the statute as a whole*, and interpret its provisions in *harmony with other statutes in the same*

chapter and related chapters.” State v. Barrett, 2005 UT 88, 127 P.3d 682, 689 (emphasis added).

8. While such rules of statutory interpretation and construction are instructive, here the legislative body of Summit County gave specific regulatory authority to the CDD to render interpretations of its development codes. Consequently, we cannot divorce our statutory analysis completely from the testimony of the CDD, but rather will include his interpretations as part of our overall interpretive analysis.

9. HCAD urges us to follow the holding in Price Development which asserts that an ordinance’s intent statement “provide[s] guidance to the reader as to how the act should be enforced and interpreted, but they are not a substantive part of the statute. They may be used to clarify ambiguities, but they do not create rights that are not found within the statute, nor do they limit those actually given by the legislation. Accordingly, we have said that we will not limit our interpretation of a statute by reference to a ‘general declaration of purpose actuating the legislature in passing the Act.’ Instead, we look to the statute as an operative whole in divining legislative intent.” Price Dev. Co., LP v. Orem City, 2000 UT 26, ¶23, 995 P.2d 1237. Price Development was a sales tax case, not an annexation case wherein the statute expressly seeks to know the “purpose” of the zone in order to determine statutory standing. Such makes Price Development of limited value. However, we agree with Price Development in that we should “look to the statute as an operative whole in divining legislative intent.”

10. We conclude that Park City’s analysis is more compelling than that of HCAD. The legislative body of Summit County certainly knows how to create zone districts whose primary

purpose is agriculture, as they did so within the Eastern Summit County Development Code. The CDD's testimony is helpful in understanding the basis of both development codes. HCAD spent its argument on the narrow issue of "use," while the annexation statute focused not on "use," but rather on "purpose." We cannot ignore the fact that there is an intent statement from the legislative body within the body of the Mountain Remote Zone District. Agriculture is not mentioned. Rather, the various purposes espoused by the CDD are stated therein.

11. The development density is determined by the number of residential dwelling units and the schedule of uses provides for "low density residential, recreational and agricultural and grazing uses." While HCAD focused on the Allowed Uses only, statutory construction would have us consider the entire Use Table, which also includes Low Impact and Conditional Uses. All three types of uses require administrative land use permits. Especially instructive to us is that Agriculture is an Allowed Use in all zone districts, not just in the Snyderville Basin, but in the Eastern Summit County Planning Area as well. With respect to the Snyderville Basin, this indicates that Agriculture is a subordinate use in all zones. Consequently, centering upon the Allowed Use of Agriculture is not compelling. Many of the "low density residential" and "recreational" uses mentioned in Summit County Code §10-2-6(C) are embedded in the Low Impact and Conditional Uses within the Use Table. The intent language in Summit County Code §10-2-6(A) marries well with these Low Impact and Conditional Uses. The Allowed Use of Open Space is also fully consistent with that intent language.

12. Based upon the plain language within the Snyderville Basin Development Code, as it relates to the Mountain Remote Zone District, and considering such as a whole, including the

express Intent, Density, and Schedule of Uses language within the Mountain Remote Zone, the Table of Uses, which provides a plethora of Allowed, Low Impact and Conditional Uses not centered upon Agriculture, the declaration of the CDD (who is empowered to interpret the development code), and an analysis of the Eastern Summit County Development Code, we conclude that the Mountain Remote Zone District was not primarily created for agricultural purposes. Consequently, we conclude that Parcel SS-87-B is not Rural Real Property.

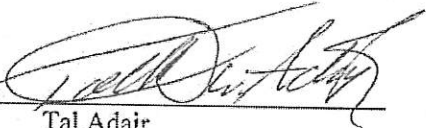
13. The Commission thusly concludes that HCAD does not have statutory standing to file a protest under Utah Code §10-2-407. The Protest is hereby DENIED.

This is the final administrative decision of the Summit County Boundary Commission and is appealable pursuant to Utah Code §10-2-417 within twenty (20) days of the Effective Date to the Third District Court of Summit County.

DATED this 16 day of February, 2022.

SUMMIT COUNTY BOUNDARY COMMISSION

By:


Tal Adair
Chair

APPROVED AS TO FORM:

David L. Thomas

David L. Thomas
Chief Civil Deputy

01175236 B: 2699 P: 0521

Page 1 of 16

Rhonda Francis Summit County Recorder

10/13/2021 10:18:14 AM Fee \$40.00

By PARK CITY TITLE

Electronically Recorded

GROUND LEASE

between

**UNITED PARK CITY MINES COMPANY
("Landlord")**

and

**PARK CITY MUNICIPAL CORPORATION
("Tenant")**

dated as of

April 30, 2010

GROUND LEASE

THIS GROUND LEASE (the "Lease") is made and entered into this 30th day of April, 2010 (the "Effective Date") by and between United Park City Mines Company, a Delaware Corporation ("Landlord") and Park City Municipal Corporation, a political subdivision in the State of Utah (the "City" or "Tenant"). Landlord and Tenant are sometimes collectively referred to as the "Parties."

RECITALS

A. The Parties are signatories to an Amended & Restated Development Agreement dated March 2, 2007 (the "Development Agreement").

B. Section 3.1 and related Schedule 3.1 of the Development Agreement contain certain provisions related to a 30-acre parcel which is to be deeded or leased to the City. This Lease is in fulfillment of, and is implemented pursuant to, those provisions.

C. The Premises described herein are subject to the requirements of that certain Consent Decree (the "Consent Decree") between United Park City Mines and the United States Environmental Protection Agency approved by the United States District Court for the District of Utah on October 4, 2007, a copy of which has been provided to Tenant by Landlord.

TERMS & CONDITIONS OF LEASE

NOW THEREFORE, in consideration of the mutual promises of Landlord and Tenant, and for other good and valuable consideration, Landlord and Tenant agree as follows:

1. LEASED PREMESIS AND RENT

1.01 For the payment of One Dollar (\$1.00), Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, that improved parking lot and surface use rights as defined herein on the parcel of land more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference, together with all improvements thereon and appurtenances related thereto (collectively, the "Premises"). Nothing herein shall be interpreted to include any Hazardous Material within the Premises.

1.02 Except for: 1) the existing Development Improvement Agreement with Summit County dated July 18, 2008, and the associated Parking Lot Pavement Warranty (as described in the letter from Derek Radke, Summit County Engineer, dated February 2, 2010), which obligations shall remain with Landlord; 2) as otherwise expressly provided in this Lease; and 3) subject to the Landlord's indemnity in Section 7.03 below; Tenant hereby accepts the Premises from Landlord on an "AS-IS," "WHERE-IS" basis, without any representations or warranties from Landlord, and subject to all physical conditions of the Premises, whether known or unknown.

2. DURATION OF LEASE

2.01 The term of this Lease shall commence on the date hereof and shall continue for a period of Ninety-Nine (99) years (the "Term").

2.02 Tenant may by right extend the term of this Lease on the same terms and conditions as provided herein for an additional term of Ninety-Nine (99) years (the "Renewal Term") by sending Landlord written notice of the exercise of this renewal option not less than 12 months prior to the expiration of the Initial Term. Upon such receipt of written notice, the Lease shall be renewed for the Renewal Term.

3. USE OF THE PREMISES, AND LANDLORD'S RESERVED RIGHTS AND OBLIGATIONS

3.1 The Premises shall be used by the Tenant only for ball fields or similar recreational spaces, and improvements related thereto, and parking (the "Permitted Uses"). Landlord has constructed a Park & Ride facility and related improvements on the Premises comprising 750 parking spaces which will accommodate (i) segregated Montage Hotel and Empire Pass parking (up to 100 spaces) the access and use of which is reserved to Landlord, and (ii) parking for the City (up to 650 spaces) which may also be used by the City for reasonable ancillary uses such as special events. This parking area also serves as the location for Montage Hotel construction parking, and the Landlord or Montage Hotel shall be responsible for providing or arranging construction parking shuttles. Landlord has the exclusive right to name the ball fields or similar recreational spaces, and will not select a name that is inappropriate.

3.2 Subject to the use rights and restrictions specified herein, Tenant shall control the use of and access to the Premises. Landlord shall have access to the Premises as may be necessary to conduct restoration and reclamation activities including, without limitation, any activities directed by any federal or state agency with jurisdiction over the Premises.

3.3 Landlord shall not perform any act or omission in relation to the Premises that is materially inconsistent with or which will materially impair Tenant's actual utilization of the permitted uses under this Lease; provided, however, that nothing in this provision shall be construed to prevent Landlord from complying with any Environmental Law or any other applicable law, rule, regulation or order. Landlord shall provide Tenant written notice of any certificate of completion, violation notice, or any material modification of the Consent Decree in relation to the Premises.

4. COSTS AND EXPENSES

Tenant shall, during the Term of this Lease, be responsible for and shall pay all costs and expenses of any kind or nature whatsoever related to the Premises and the use, occupancy, improvement and operation thereof, including, without limitation, all assessments, utilities, taxes, operating and maintenance costs, and other charges, costs and expenses of every kind and nature whatsoever, extraordinary as well as ordinary. The precise layout and costs of any kind associated with the ball fields or similar recreational spaces, and improvements related thereto, are the Tenant's responsibility.

5. LIENS

Tenant shall not permit any lien to be filed against the Premises or any interest of Landlord or Tenant that remains more than sixty (60) days after it has been filed. Tenant shall cause any such lien to be discharged of record by payment, deposit, bond, order if a court of competent jurisdiction, or as otherwise permitted by law. If Tenant fails to cause such lien to be discharged within the 60-day period, then, in addition to any other right or remedy, Landlord may, but shall not be obligated to, discharge the lien by paying the amount in question. Tenant may, at Tenant's expense, contest the validity of any such asserted lien, provided Tenant has furnished a bond in an amount sufficient to release the Premises from such lien. Any amounts paid by Landlord to discharge such liens shall be deemed to be an additional Ground Lease Fee payable by Tenant upon demand.

6. MAINTENANCE AND USE

6.01 Tenant shall, at Tenant's sole expense, use, occupy, operate and maintain the Premises in accordance with applicable laws, and consistent with the terms of this Lease and the Consent Decree, and in accordance with all Environmental Laws applicable to Tenant's use, occupancy, operation, and maintenance of the Premises. Tenant shall take no action or make no omission that shall exacerbate any condition relating to Hazardous Materials that may exist on the Premises or its surrounding environs.

6.02 In the event that Landlord is required by any federal or state agency having jurisdiction over the Premises to conduct any response action, maintenance, or other work on the Premises, Tenant shall accommodate and provide Landlord reasonable access to complete any such action, maintenance or work.

6.03 Tenant shall neither cause nor permit any Hazardous Materials to be used, generated, stored, transported, handled or disposed of in or about the Premises at any time following the Effective Date, unless thereafter expressly authorized to do so by Landlord in a manner that is consistent with the Consent Decree and the 2005 Memorandum of Understanding between Tenant and Landlord.

7. RELEASE AND INDEMNIFICATION

7.01 Landlord shall not be liable to Tenant and Tenant hereby releases, agrees to hold harmless, and waives all claims and causes of action against the Landlord for any injury to or death of any person or damage to or destruction of property in or about the Premises arising by or from any use, occupancy, operation or maintenance by Tenant of the Premises pursuant to this Lease, except to the extent resulting from any Environmental Conditions, or any negligence or intentional torts of Landlord.

7.02 Tenant shall indemnify, protect and hold the Landlord harmless from and defend (by counsel reasonably acceptable to Landlord) the Landlord against any and all claims, causes of action, liability, damage, loss or expense (including reasonable attorneys' fees and costs and court costs),

statutory or otherwise arising out of or incurred in connection with (i) the use, operation, occupancy or existence of the Premises or the presence of visitors, or any other person, at the Premises during the Term or the Renewal Term, (ii) any activity, work or thing done or permitted or suffered by Tenant in or about the Premises, (iii) any acts, omissions or negligence of Tenant, any person claiming through Tenant, or the contractors, agents, employees, members of the public, invitees, or visitors of Tenant or any other such person ("Tenant Party" or "Tenant Parties"), (iv) any breach, violation or nonperformance by any Tenant Party of any provision of this Lease or of any law of any kind, or (v) except to the extent resulting from any Environmental Conditions, or any negligence or intentional torts of Landlord, or any injury to or damage to the person, property or business of any Tenant Party or any other person or entity.

7.03 Landlord shall indemnify, protect and hold Tenant harmless from, and shall defend Tenant against, any and all Environmental Claims arising out of or incurred in connection with the violation of any Environmental Law by Landlord. Notwithstanding the foregoing, Landlord shall have no duty, liability or responsibility to Tenant to the extent that any Environmental Claim arises out of or is based on any action or omission by Tenant that directly or indirectly exacerbates any condition relating to Hazardous Materials that may exist on the Premises or its surrounding environs.

7.04 The foregoing indemnity obligations shall include reasonable attorneys' fees and all other reasonable costs and expenses incurred by reason of any of the foregoing. The provisions of this Paragraph 7 shall survive the expiration or earlier termination of this Lease with respect to any damage, injury or death occurring prior to such expiration or termination. Nothing herein shall limit or waive any defense or limitation of the Utah Government Immunity Act.

8. INSURANCE

8.01 Tenant will maintain, and/or cause to be maintained, at no cost to Landlord, public general liability and umbrella and/or excess insurance insuring its interests against claims for personal injury, bodily injury, death and property damage occurring on, in or about the Premises with a "Combined Single Limit" (covering personal injury liability, bodily injury liability and property damage liability) in an amount to be reasonably designated from time-to time by Landlord, with an initial designation of not less than Five Million Dollars (\$5,000,000.00), for total claims for any one occurrence.

8.02 All policies of insurance carried by Tenant pursuant hereto shall be issued by insurance companies which have a Best's Rating of "A-IX" or better and which are qualified to do business in the State of Utah. Landlord shall be named as an "additional insured" on Tenant's policies. Insurance certificates evidencing Tenant's compliance with the insurance requirements herein shall be delivered to Landlord prior to delivery of possession of the Premises to Tenant, within ten (10) days after renewal of any policy of insurance, and within thirty (30) days after written request by Landlord. All policies of insurance or certificates thereof delivered to Landlord must specify thereon the amount of deductible, if any, and shall contain a provision that the company writing the policy shall give to Landlord thirty (30) days' advance written notice of any cancellation or lapse or the effective date of any reduction in the amounts of insurance. All liability and property damage and other casualty policies shall be written as primary policies, not contributing with, and not in excess of coverage which Landlord or any other party may carry respecting the Premises.

8.03 From time-to-time as determined by Landlord, Landlord may review the nature, type extent, levels of insurance coverage, and any other insurance related matter to update the insurance requirements of this Lease to be generally consistent with insurance customarily being maintained by comparable properties with comparable uses, which determinations by Landlord shall be final and binding on the Parties.

9. DEFAULT AND REMEDIES

9.01 Events of Tenant's Default. Tenant shall be in default under this Lease if any of the following occurs: Tenant shall have failed to perform any material obligation, term, covenant or condition of this Lease to be performed by Tenant, and Tenant fails to substantially cure same within sixty (60) days after written notice from Landlord, delivered in accordance with the provisions of this Lease, specifying the nature of such default, where such failure could reasonably be cured within said sixty(60)-day period: provided, however, that where such failure could not reasonably be cured within said sixty(60)-day period, that Tenant shall not be in default unless it has failed to promptly commence and thereafter continue to make diligent and reasonable efforts to substantially cure such failure as soon as practicable.

9.02 Landlord's Remedies. In the event of Tenant's default, Landlord may, at Landlord's election, enforce all of its rights and remedies at law or in equity, including the right to recover sums as they become due by appropriate legal action or proceed in equity or at law to compel Tenant to perform its obligations and/or to recover damages proximately caused by such failure to perform.

9.03 Landlord's Default and Tenant's Remedies. In the event Landlord fails to perform any material term, covenant or condition of this Lease to be performed by Landlord, and Landlord fails to substantially cure such default within sixty (60) days after written notice from Tenant, delivered in accordance with the provisions of this Lease, specifying the nature of such default, where such default could reasonably be cured within said sixty (60) day period, or fails to commence such cure within said sixty (60) day period and thereafter continuously with due diligence prosecute such cure to completion where such default could not reasonably be cured within said sixty (60) day period, then Tenant may, at its option proceed in equity or at law to compel Landlord to perform its obligations and/or to recover damages proximately caused by such failure to perform.

10. SUBLETTING AND ASSIGNMENT

10.01 Tenant shall not, without the prior written consent of Landlord, which consent may be withheld for any reason, (a) assign this Lease or any interest hereunder, or (b) permit any assignment of this Lease by operation of law. Tenant may not sublet the Premises or any part thereof and may permit the use or occupancy of all or any part of the Premises by any parties other than Tenant, its agents, employees and invitees without the consent of Landlord. Temporary or seasonal licenses for parking use with Montage or similar employee, ski resort or master festival/special event users shall not require prior written consent, provided that such do not interfere with the uses and access described in Section 3.1.

10.02 Landlord shall cause any transferee of Landlord's interest in the Premises to assume Landlord's obligations under this Lease, and shall provide Tenant with advance written notice of such transfer.

11. ENVIRONMENTAL DEFINITIONS

(a) "Environmental Claim" means any claim for damages, personal injury, death and/or property damage made, asserted or prosecuted by or on behalf of any third party, including, without limitation, any other governmental entity, employee, former employee, or their respective legal representatives, heirs, beneficiaries and estates, relating to the Premises and arising or alleged to arise under any Environmental Law and resulting from the presence of Hazardous Material in existence prior to the Effective Date.

(b) "Environmental Conditions" shall mean any Hazardous Material subject to the Consent Decree on, under, or related to the Premises, except to the extent exacerbated by the use, occupancy, operation, or maintenance of the Premises by Tenant.

(c) "Environmental Law" means any federal or state statute, rule, regulation, order, consent decree, judgment or common-law doctrine, and provisions and conditions of permits, licenses and other operating authorizations relating to (i) pollution or protection of the environment, including natural resources, (ii) exposure of persons, including employees, to Hazardous Materials or other products, raw materials, chemicals or other substances, (iii) protection of the public health or welfare from the effects of by-products, wastes, emissions, discharges or releases of chemical substances from industrial or commercial activities, or (iv) regulation of the manufacture, use or introduction into commerce of chemical substances, including, without limitation, their manufacture, formulation, labeling, distribution, transportation, handling, storage and disposal.

(d) "Hazardous Material" is defined to include any chemical or hazardous or toxic substances, material or waste which is or becomes regulated by the State of Utah, or the United States Government, including, without limitation, petroleum, asbestos, lead, PCBs, hazardous substances and hazardous wastes.

12. QUIET ENJOYMENT

Landlord, subject to the provisions hereafter set out, warrants that Landlord will not disturb Tenant's quiet possession or enjoyment of the Premises throughout the Term and the Renewal Term, provided Tenant is not in default in performance of any of the covenants or conditions of this Lease.

13. CAPTIONS/NUMBER/GENDER

The headings of the Sections contained herein are for convenience only and do not define, limit, or construe their contents. When required by context, the singular includes the plural, and the neuter gender includes a person, corporation, firm or association.

14. NOTICES

Wherever in this Lease it shall be required or permitted that notice or demand be given or served by either party to this Lease to or on the other, such notice or demand shall, except as otherwise provided herein, not be deemed to be given or served unless such notice is in writing and personally delivered, or forwarded by certified or registered mail, or sent for next-day delivery through a courier or delivery

company maintaining delivery records and providing nationwide service, addressed to the following addresses:

If to Landlord:

United Park City Mines
1850 Sidewinder Drive, 2nd Floor
P.O. Box 4349
Park City, Utah 84060
Attn: David J. Smith

If to Tenant:

Park City Municipal Corporation
1354 Park Avenue
P.O. Box 1480
Park City, Utah 84060
Attn: Mark Harrington

Either Party may change such address by written notice to the other given at least ten (10) days prior to the effective date of the change.

15. RELATIONSHIP TO THE PARTIES

Nothing herein shall be deemed or construed by the Parties or by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that no provision herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of landlord and tenant.

16. CONSENT OF LANDLORD AND TENANT

Except as otherwise provided in this Lease, wherever Landlord or Tenant is required to give its consent or approval to any action on the part of the other, such consent or approval shall not be unreasonably withheld conditioned or delayed. This Paragraph 16 shall not apply to Paragraph 10.

17. SUCCESSORS

All of the rights and obligations of the Parties under this Lease shall bind and inure to the benefit of the respective successors, grantees and assigns of the Parties.

18. SEVERABILITY

If any term or provision of this Lease or the application of it to any person or circumstance shall to any extent be held by a court in an action between the Parties or otherwise affecting this Lease to be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances other than those to which it is invalid or unenforceable shall

not be affected thereby, and each term and provision of this Lease shall be valid and shall be enforced to the extent permitted by law.

19. AUTHORITY

The individuals who execute this Lease represent and warrant that they are duly authorized to execute this Lease on behalf of Landlord or Tenant, as the case may be, that the Parties named are all the necessary and proper parties, and that no other signature, act or authorization is necessary to bind such entity to the provisions of this Lease.

20. GOVERNING LAW

This Lease shall be governed by and construed in accordance with the laws of the State of Utah.

21. WAIVER

A waiver of any breach, default or condition shall not be a waiver of any other breach, default or condition. Landlord's consent to, or approval of, any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent to or approval of any subsequent similar act by Tenant.

22. SURRENDER

On the last day or sooner termination of the Term or the Renewal Term of this Lease, Tenant shall quit and surrender to Landlord the Premises, and any permanent improvements located thereon, provided, however, that notwithstanding anything in this Lease to the contrary, Tenant shall have the right, but not the obligation, at the end of the term, to remove any improvements made, constructed or installed by Tenant upon the Premises, provided that such removal shall be accomplished within thirty (30) days following the end of the term.

23. FEDERAL COMPLIANCE OBLIGATIONS

23.01 Access to Records. The following access to records requirements apply to this Lease:

(a) Where the Tenant is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Landlord agrees to provide the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Landlord which are directly pertinent to this Lease for the purposes of making audits, examinations, excerpts and transcriptions. Landlord agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(b) Landlord agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this Lease, except in the event of litigation or settlement of claims arising from the performance of this Lease, in which case Landlord agrees to maintain same until the Tenant, the FTA Administrator, the Comptroller

General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

23.02 No Obligation by the Federal Government

(a) Landlord and Tenant acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of any underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Tenant, Landlord, or any other party (whether or not a party to that contract) pertaining to any matter resulting from any underlying contract.

(b) Landlord agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that this clause shall not be modified, except to identify any sub-tenant who will be subject to its provisions.

23.03 Program Fraud and False or Fraudulent Statements or Related Acts

(a) Tenant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, may apply to its actions pertaining to use of the Premises. Upon execution of the underlying Lease, Landlord certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, to the Federal Government pertaining to the underlying Lease. In addition to other penalties that may be applicable, the Landlord further acknowledges that if it knowingly and willingly makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government directly pertinent to the underlying lease, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Tenant to the extent the Federal Government deems appropriate.

(b) Landlord also acknowledges that if it knowingly and willingly makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government has the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Landlord, to the extent the Federal Government deems appropriate.

23.04 Suspension and Debarment. This Lease is a covered transaction for purposes of 49 CFR Part 29. As such, the Tenant is required to verify that none of the Landlord, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The certification in this clause is a material representation of fact relied upon by the Tenant. If it is later determined that Landlord knowingly rendered an erroneous certification, in addition to remedies available to it the certification in this clause is a material representation of fact relied upon by the Tenant, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Landlord agrees to comply with the requirements of 49 CFR 29, Subpart C during the term of this Lease.

23.05 Civil Rights. The following requirements apply to the Lease:

(a) Nondiscrimination -In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, Tenant agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, Tenant agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(b) Equal Employment Opportunity -The following equal employment opportunity requirements apply to the Lease:

(i) Race, Color, Creed, National Origin, Sex -In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49.

U.S.C. § 5332, the Tenant agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. Tenant agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Tenant agrees to comply with any implementing requirements FTA may issue.

(ii) Age -In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, the Tenant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Tenant agrees to comply with any implementing requirements FTA may issue.

(iii) Disabilities -In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, Tenant agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, Tenant agrees to comply with any implementing requirements FTA may Issue.

(iv) Tenant also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

23.06 Lobbying. The Parties understand and agree that Landlord's ability to enter into this Lease is subject to the Landlord's certification regarding lobbying, as outlined in Exhibit B.

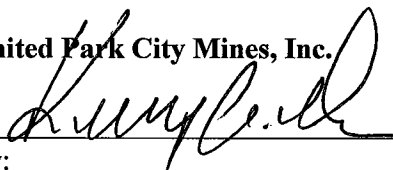
23.07 Federal Changes. Landlord shall at all times comply with the applicable FTA regulatory provisions as contained in this Section 23, and as the same may be amended or promulgated from time to time during the Term of the Lease.

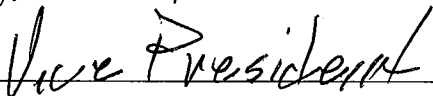
23.08 Incorporation of Federal Transit Administration (FTA) Terms. The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Lease. Landlord shall not perform any act, fail to perform any act, or refuse to comply with any Tenant requests which would cause Tenant to be in violation of the FTA terms and conditions in this Lease.

IN WITNESS WHEREOF, the Parties have executed this Lease as of the day and year first above written.

Landlord:

United Park City Mines, Inc.

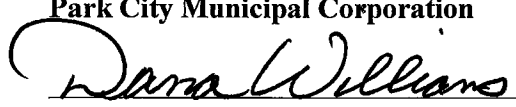
By: 

Its: 

Date: 4-30-10

Tenant:

Park City Municipal Corporation

By: 

Its: 

Date: 4/30/10

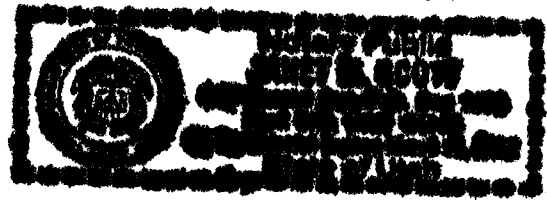
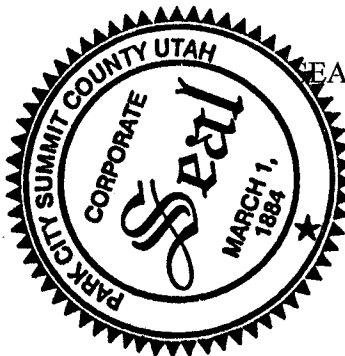
STATE OF UTAH
COUNTY OF SUMMIT

I hereby certify that on this 30 day of April, 2010, before the subscribed, a Notary Public of the State of Utah, and for the County of Summit, personally appeared DANA WILLIAMS for the Tenant who did acknowledge the foregoing instrument to be his/her Act.

In testimony whereof,
I have affixed my official seal.

James M. Scott
NOTARY PUBLIC

My Commission Expires: 3/11/12



STATE OF UTAH
COUNTY OF SUMMIT

I hereby certify that on this 30th day of April, 2010, before the subscribed, a Notary Public of the State of Utah, and for the County of Summit, personally appeared Kerry Gre for the Landlord who did acknowledge the foregoing instrument to be his/her Act.

In testimony whereof,
I have affixed my official seal.

Lonnie J. Hoggan
NOTARY PUBLIC

My Commission Expires: June 3, 2012

SEAL:

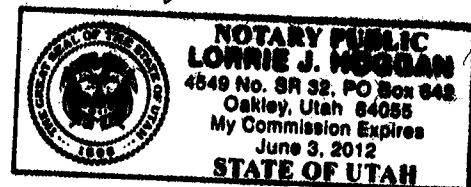


Exhibit A

**RICHARDSON FLAT
30-ACRE PARCEL**

A parcel of land located in the west half of Section 1, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

Beginning at point that is South 00°34'37" West 1576.63 feet along section line and East 945.28 feet from the northwest corner of Section 1, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence South 77°11'28" East 994.74 feet; thence South 34°18'26" East 855.13 feet; thence South 57°47'58" West 285.31 feet; thence South 10°16'00" East 253.35 feet; thence South 79°44'00" West 60.00 feet; thence North 10°16'00" West 229.19 feet; thence South 57°47'58" West 172.70 feet; thence North 77°12'02" West 1251.75 feet; thence North 12°48'25" East 951.79 feet to the point of beginning.

SS-87

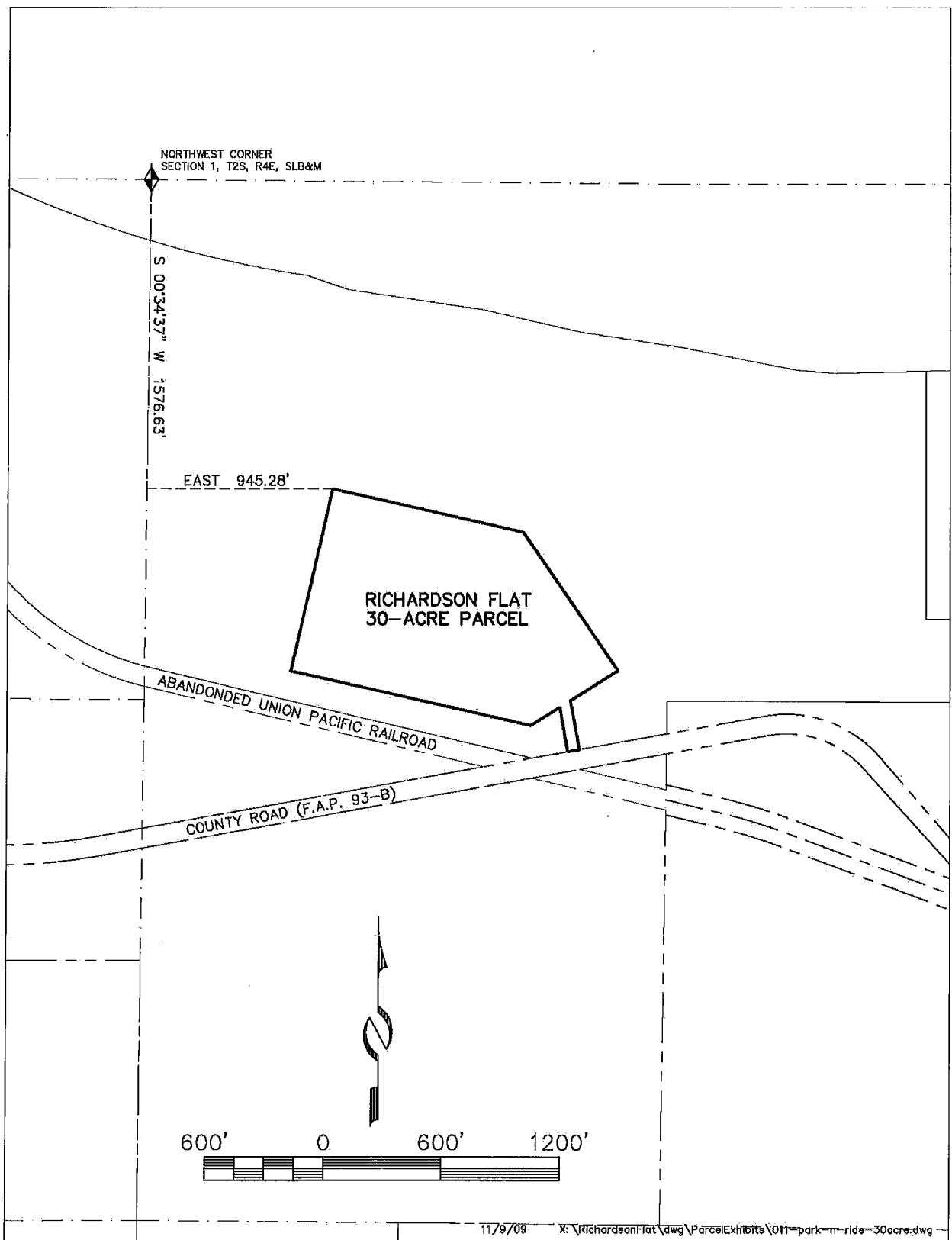


Exhibit B

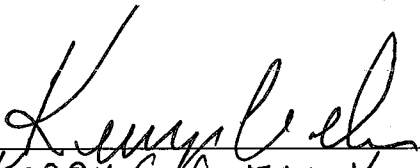
49 CFR PART 20 – CERTIFICATION REGARDING LOBBYING

The undersigned Landlord certifies, to the best of its knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

This certification is a material representation of fact upon which reliance was placed when this Lease was made or entered into. Submission of this certification is a prerequisite for making or entering into this Lease imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Landlord certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Landlord understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.


LARRY C. GOFF, Vice Pres.
4-30-10

Signature of Landlord's Authorized Official
Name and Title of Landlord's Authorized Official
Date

SOUTHEAST QUINN'S JUNCTION ANNEXATION AGREEMENT

This Southeast Quinn's Junction Annexation Agreement is dated _____ and is made by and for Park City Municipal Corporation, a Utah municipal corporation ("**PCMC**"), also referred to as the Petitioner ("**Petitioner**").

PCMC initiated the annexation of approximately 1,236 acres of property in the Quinn's Junction area to the east of Park City's current boundaries through the filing of an annexation petition on October 15, 2021. The City Council accepted the petition for further consideration on October 18, 2021, and the Park City Recorder certified the annexation petition on October 28, 2021.

This agreement meets the requirements of section 15-8-5(C) of the Park City Municipal Code and documents the following:

Article 1 PROPERTY AND ZONING

1.1 **Property.** The Southeast Quinn's Junction Annexation contains approximately 1,236 acres of land as described and depicted on the annexation plat attached as Exhibit A. This property contains, but is not limited to, the following parcels in Summit County:

- (1) SS-65-A-X (69.80 acres)
- (2) SS-65-A-X-X (0.78 acres)
- (3) SS-65-A-1-X (0.26 acres)
- (4) SS-92-A-1-A (0.22 acres)
- (5) SS-92-A-1-X (0.22 acres)
- (6) SS-92-A-X (34.19 acres)
- (7) SS-88 (166.27 acres)
- (8) SS-91-UP-X (6 acres)
- (9) SS-87-A-X (17.18 acres)
- (10) SS-87 (380 acres)
- (11) SS-87-B (22.85 acres)
- (12) SS-86-91-UP-X (12.38 acres)
- (13) SS-91-X (45.85 acres)
- (14) PP-28-A (40 acres)
- (15) SS-121-X (124.98 acres)
- (16) PP-26-A-1-AX (44 acres)
- (17) PP-26-X (125.76 acres)
- (18) PP-26-D-X (6.03 acres)
- (19) PP-26-A-X (94.56 acres)
- (20) PP-S-46 (0.57 acres)

1.2 **Zoning.** At the time of annexation, the Southeast Quinn's Junction Annexation parcels will be zoned Recreation and Open Space (ROS) and subject to the Entry Corridor Protection Overlay and Sensitive Land Overlay.

Article 2
CONDITIONS OF ANNEXATION APPROVAL

2.1 **Conditions of Annexation Approval.** The conditions of approval under section 15-8-5(C) of the Park City Municipal Code are largely inapplicable because there is no development planned in the annexation area, the proposed zoning and use are intended to maintain the status quo, and PCMC is the Petitioner. Any proposed future development would have to comply with all relevant requirements in the Park City Municipal Code. For these reasons, the following conditions do not currently apply:

- (1) Transfer of usable water rights as established by PCMC policy sufficient to serve the proposed development.
- (2) Additional improvements as necessary, which may be required in order to improve the water system.
- (3) Dedication of necessary streets, trails, utilities, and rights-of-way consistent with the subdivision standards of the Park City Municipal Code.
- (4) Phasing of the project to ensure adequacy of public facilities may be required.
- (5) Payment of park land acquisition fees, dedication of open space or conservation areas, and payment of development impact fees.
- (6) Provision of affordable housing in accordance with the affordable housing Park City Resolution 03-2017, as in effect at the time of petition.
- (7) Submittal of site plans and architectural plans for review.
- (8) Analysis and survey of any historic and cultural resources located on the property.
- (9) Analysis of the fiscal impacts of the development as determined necessary by PCMC.
- (10) Fees paid in lieu of satisfying certain conditions, as approved by PCMC City Council action.
- (11) Comprehensive review of surrounding property.
- (12) Any other condition reasonably related to a health, safety, or welfare issue or negative impact of the project.

2.2 **Flood plain management or preservation of environmentally sensitive lands.** Environmentally sensitive lands will be preserved through zoning of the area as Recreation and Open Space (ROS) subject to the Entry Corridor Protection and Sensitive Land Overlays. This will restrict development in these areas.

2.3 **Consistency with Quinn's Junction Joint Planning Commission Principles.** The annexation is consistent with the Quinn's Junction Joint Planning Commission Principles outlined in the General Plan. The Recreation and Open Space (ROS) zoning subject to the Entry Corridor Protection and Sensitive Land Overlays is consistent with the desires expressed in the principles to zone the Richardson Flat area as ROS and to preserve key open spaces, a substantial open space corridor, important topographical features, natural areas, and view sheds. Because no development is proposed within the annexation area, many of the principles related to development are not relevant.

Article 3
GENERAL TERMS

3.1 **Governing Law, Jurisdiction, and Venue.** The laws of the state of Utah will govern this agreement. Jurisdiction and venue are proper in Summit County.

3.2 **Vested Rights.** Subject to the provisions of this agreement, Petitioner (or its assigns)

shall have the right to propose future uses, whether allowed or conditioned uses, in accordance with this agreement.

3.3 **Severability.** If any part or provision of this agreement is found to be unconstitutional, invalid, or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this agreement except that specific provision determined to be unconstitutional, invalid, or enforceable. If any condition, covenant, or other provision of this agreement is deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by the law.

3.4 **Real Covenant and Equitable Servitude.** This agreement constitutes a real covenant and an equitable servitude on the properties within the annexation area. The terms of this agreement touch and concern and both benefit and burden the properties. The benefits and burdens of this agreement run with the land and are intended to bind all successors in interest to any portion of the properties.

3.5 **Entire Agreement.** This agreement constitutes the entire understanding between the parties with respect to the subject matter of this agreement and supersedes all other agreements, whether written or oral, between the parties.

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

PARK CITY MUNICIPAL CORPORATION

By: _____
Nann Worel
Mayor

ATTEST:

By: _____
Michelle Kellogg
City Recorder

Council Agenda Item Report

Meeting Date: June 16, 2022

Submitted by: Michelle Kellogg

Submitting Department: Budget, Debt & Grants

Item Type: Staff Report

Agenda Section: NEW BUSINESS

Subject:

Consideration to Set the Date of June 23, 2022, for a Public Hearing on Ordinance 2022-20, an Ordinance Establishing Compensation for the Elected and Statutory Officers for FY 2023

(A) Public Hearing (B) Action

Suggested Action:

Attachments:

[Council Compensation Staff Report](#)

[Exhibit A: Council Compensation Ordinance FY23](#)



City Council Staff Report

Subject: Council and Statutory Officer Compensation

Author: Jed Briggs and Kirsten Darrington

Department: Budget, Debt, and Grants

Date: June 16, 2022

Type of Item: Informational/Legislative

Recommendation

The Budget Team recommends Council hold a public hearing to establish City Council, Mayoral, and Statutory Officer Compensation according to Exhibit A, with adoption on June 23, 2022.

Background

Under code [10-3-818](#), elective and statutory officers of municipalities shall receive compensation for their services, set by adopting an ordinance after holding a public hearing. The City is obligated to advertise time and place of the public hearing at least seven days in advance by newspaper publication and posting on the Utah Public Notice website. A public hearing was advertised in the Park Record on June 8 and June 15, 2022, and posted on the Utah Public Notice website on May 18, 2022.

Analysis

For FY23, the Elected Official and Statutory Officer Compensation recommendation is mainly consistent with the Pay Plan recommendation presented to Council during the operating budget summary on May 26, 2022. Yet unlike the Pay Plan recommendation, we recommend that the Mayor and Council receive and across the board 10.33% increase to keep pace with regional inflation and the increasingly time-consuming duties of elected office.

Conversely, Statutory Officer Compensation will continue to reflect best practices that determine actual pay (performance, experience, education, certification, etc., etc.)

Elected and Statutory Officer Compensation Rate Changes

Mayor	FY 2021-2022	FY 2022-2023
Wages	\$ 45,366.72	\$ 50,053.00
Health Benefits (or cash in lieu)	\$ 21,522.48	\$ 22,600.00
Car Allowance	\$ 3,000.00	\$ 3,000.00
Total	\$ 69,889.20	\$ 75,653.00
City Council	FY 2021-2022	FY 2022-2023
Wages	\$ 23,435.04	\$ 25,856.00
Health Benefits (or cash in lieu)	\$ 21,522.48	\$ 22,600.00
Total	\$ 44,957.52	\$ 48,456.00
Statutory Officers	FY 2021-2022 Range	FY 2022-2023 Range
City Manager	\$137,000 - \$174,991	\$158,250 – \$211,000
City Attorney	\$163,404 - \$192,355	\$176,493 – \$235,324
City Treasurer	\$64,000 - \$93,844	\$82,860 – \$110,480
City Engineer	\$124,086 - \$138,456	\$124,938 – \$166,585
City Recorder	\$79,039 - \$90,861	\$82,860 – \$110,480

Exhibits

A – FY23 Council Compensation Ordinance

Ordinance No. 2022-20

**ORDINANCE ESTABLISHING COMPENSATION FOR THE MAYOR, CITY COUNCIL,
AND STATUTORY OFFICERS FOR FISCAL YEAR 2022 – 2023
IN PARK CITY, UTAH**

WHEREAS, the City Council has the power to establish compensation schedules pursuant to Utah Code Section 10-3-818; and

WHEREAS, the number of duties for the Mayor and City Council is significant and each elected officer is required to devote considerable time and expense to public service and community affairs; and

WHEREAS, a public hearing was duly advertised and held on June 16, 2022;

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

SECTION 1. REPEALER: All previous compensation ordinances regarding elected and statutory officers hereby are repealed.

SECTION 2. COMPENSATION FOR MAYOR, CITY COUNCIL, AND STATUTORY OFFICERS ADOPTED: The following salary levels are hereby adopted:

	<u>FY 2022-2023</u>
Mayor	
Wages	\$50,053.00 per year
Health Benefits (or cash in lieu)	\$22,600.00 per year
Car Allowance	\$3,000.00 per year
Total	\$75,653.00 per year
City Council	
Wages	\$25,856.00 per year
Health Benefits (or cash in lieu)	\$22,600.00 per year
Total	\$48,456.00 per year
City Manager	\$158,250 – \$211,000 per year
City Attorney	\$176,493 – \$235,324 per year
City Treasurer	\$82,860 – \$110,480 per year
City Engineer	\$124,938 – \$166,585 per year
City Recorder	\$82,860 – \$110,480 per year

SECTION 3. BENEFITS: The Mayor and each member of the City Council shall receive family medical insurance. This benefit may be received as cash in lieu of the insurance coverage in the amount of \$22,600. The Mayor shall also receive \$250 per

month in car allowance. In addition, the Mayor and Mayor Pro-Tem. shall receive \$100 per wedding performed. Statutory officers are eligible for all benefits available to regular Full-Time Equivalents unless otherwise determined by the Mayor and City Council.

SECTION 4. EFFECTIVE DATE. This Ordinance shall be effective July 1, 2022.

PASSED AND ADOPTED this 23th day of June, 2022.

PARK CITY MUNICIPAL CORPORATION

Mayor Nann Worel

Attest:

Michelle Kellogg, City Recorder

Approved as to form:

City Attorney's Office

Council Agenda Item Report

Meeting Date: June 16, 2022

Submitted by: Michelle Kellogg

Submitting Department: Sustainability

Item Type: Work Session

Agenda Section: NEW BUSINESS

Subject:

Discuss 9th Street Stairs Capital Project

(A) Public Input

Suggested Action:

Attachments:

[9th Street Stairs Staff Report](#)

[Exhibit A: Old Town Stairs Service Area Maps](#)

[Exhibit B: Notice to Neighbors](#)

[Exhibit C: Communications from Neighbors](#)

City Council Staff Report



Subject: 9th Street Stairs
Author: Matthew A. Twombly
Department: Sustainability
Date: June 16, 2022
Type of Item: New Business - Discussion

Recommendation

Discuss, receive public input and consider providing direction to staff regarding the potential design, engineering, and bidding of a City stair capital project at 9th Street (see attached map). This capital project would connect Park Avenue to Woodside Avenue, and Woodside Avenue to Norfolk Avenue, and has received considerable public feedback that remains inconclusive.

Background

The stairs connecting residential streets in Old Town are unique to Park City. In the late 1800's, a group from Michigan (commonly referred to as "The Michigan Bunch") created and recorded the original plats of Park City. The mapmaker in Michigan was given sketches where buildings and houses were located along the North/South roadways but didn't realize the cross-streets ran up the steep hillsides. As the City was developed, wooden stairs were built to provide better connectivity and access between the steep right-of-ways. Over a century, stairs were repaired, rebuilt, and expanded throughout much of Old Town to improve walkability and neighborhood connectivity.

The Main Street and Lower Park Avenue Redevelopment Agencies (RDA) were created in 1982 and 1990 to fund various infrastructure improvements within the respective RDA areas. Throughout the 1980's and 1990's, the City utilized RDA funds to re-construct and fix deteriorating stairs throughout Old Town. In addition, in 1995, an inventory of City stairs was conducted, public meetings held, and a systematic Capital Improvement Plan (CIP) was developed to renovate and expand stairs in Old Town. The CIP identified the following priorities: 1) continue to reconstruct existing deteriorating stairways; 2) replace wooden treads with metal treads; and 3) construct new stairways in undeveloped rights of ways within the RDA area to improve connectivity.

The Main Street RDA expired in December and no longer generates revenue. Fortunately, prior to expiration, almost every right of way where stairs were needed/available was completed. The vast majority of future work is maintenance (snow removal, replacement parts, etc.)

The Lower Park Avenue (LPA) RDA was extended in 2015 and continues to generate revenue. In the LPA RDA, all of the planned stair projects were

constructed/reconstructed except for the three blocks of 9th Street (Park-Woodside-Norfolk-Empire), and one block at 10th Street from Empire to Lowell (see Exhibit A).

Analysis

In August of 2021, in order to complete the capital project commitment, the 9th Street area was surveyed and preliminary concepts designed. The 10th Street stairs between Empire Avenue and Lowell was not included in the initial scope of services because 9th Street was a higher priority in a competitive CIP process.

In addition, the survey and site assessment identified utility conflicts in the right-of-way (9th Street between Norfolk Avenue and Empire Avenue including a 12" diameter water distribution line, a 12" raw water line, 4" water service line and 4" sewer line). Due to significant concern regarding the development of stairs above utilities, the upper section of 9th Street was deprioritized until additional alignments or construction methods can be determined, as well as coordination with the undeveloped portion of 10th Street as a potential Phase 2.

Since Project inception, the stairs concept received mixed responses from neighboring residents. Some desire the additional connectivity and neighborhood capital improvement project, while others express concern about disrupting wildlife, limited open spaces in an urban area, and other concerns.

Area Pedestrian Service Levels (See Exhibit A)

Area pedestrian service levels are considered as part of the criteria for this type of capital investments. The following were considered and impacted by existing conditions:

- Crescent Tram Walkway (across ski run) is impassable in winter;
- 9th Street rights of way is impassable in winter
- 10th St between Lowell and Empire is impassable in winter;
- 8th St from Woodside and Crescent Tram narrow, steep and many driveways;
- 8th St and Park Avenue no crosswalk – midblock connection;
- 9th St and Park Avenue currently no crosswalks or ADA ramps; and
- 9th St at Park Avenue used for off-street parking that back into intersection.

The 9th and 10th Street service area makes up 39% of the total LPA RDA area serviced by Old Town stairs. Also in Exhibit A, the two blocks of stairs, or phase 1 of improvements, will provide an enhanced service level for pedestrians to 60% of the identified 9th and 10th Street service area receiving low/no service.

In 2015, the intersection of Park Avenue and 9th Street became a temporary 3-way stop due to the construction of 850 Park Avenue (Harvest), and was made permanent in 2017 after approval through the Neighborhood Traffic Management Program (NTMP). The development of pedestrian crosswalks at the Park Avenue and 9th Street intersection, and the installation of stairs on 9th and 10th Street, will improve safety in the area.

Due to the mixed feedback, in April 2022, 110 mailers/notices (Exhibit B) were sent to property owners within the service area(Exhibit A) and public meetings held to gather additional input. An on-site meeting was held on May 4th, a virtual meeting held that same evening, and a public open house on May 10th. The on-site meeting was attended by 6 members of the public, Councilmember Tana Toly, and Capital Project Manger Twombly and Resident Advocate Downard. The Zoom meeting attendance reflected the in-person attendance. The public open house was well attended and additional comments are attached as Exhibit C.

If Council wishes to delay the project to gather additional information or data on alternative routes or allow more time for additional public input, the delay will not allow for bidding and construction of phase 1 to begin this construction season. This will likely push phase 2 out another construction season as well.

Due to the mixed level of neighborhood interest to pursue the project, we request the City Council take public input and consider providing direction.

In addition, prior to your meeting, the Project Team conducted additional neighborhood outreach to ensure attendees at previous project meetings were informed that the City Council is discussing the matter and may direct staff on how to proceed.

Department Review

Sustainability, Legal, Executive, and City Manager.

Funding

There is approximately \$720,000 budgeted in the FY '22 & '23 Old Town Stairs CIP.

Attachments

- A Old Town Stairs Service Area Maps
- B Notice to Neighbors
- C Communications from Neighbors

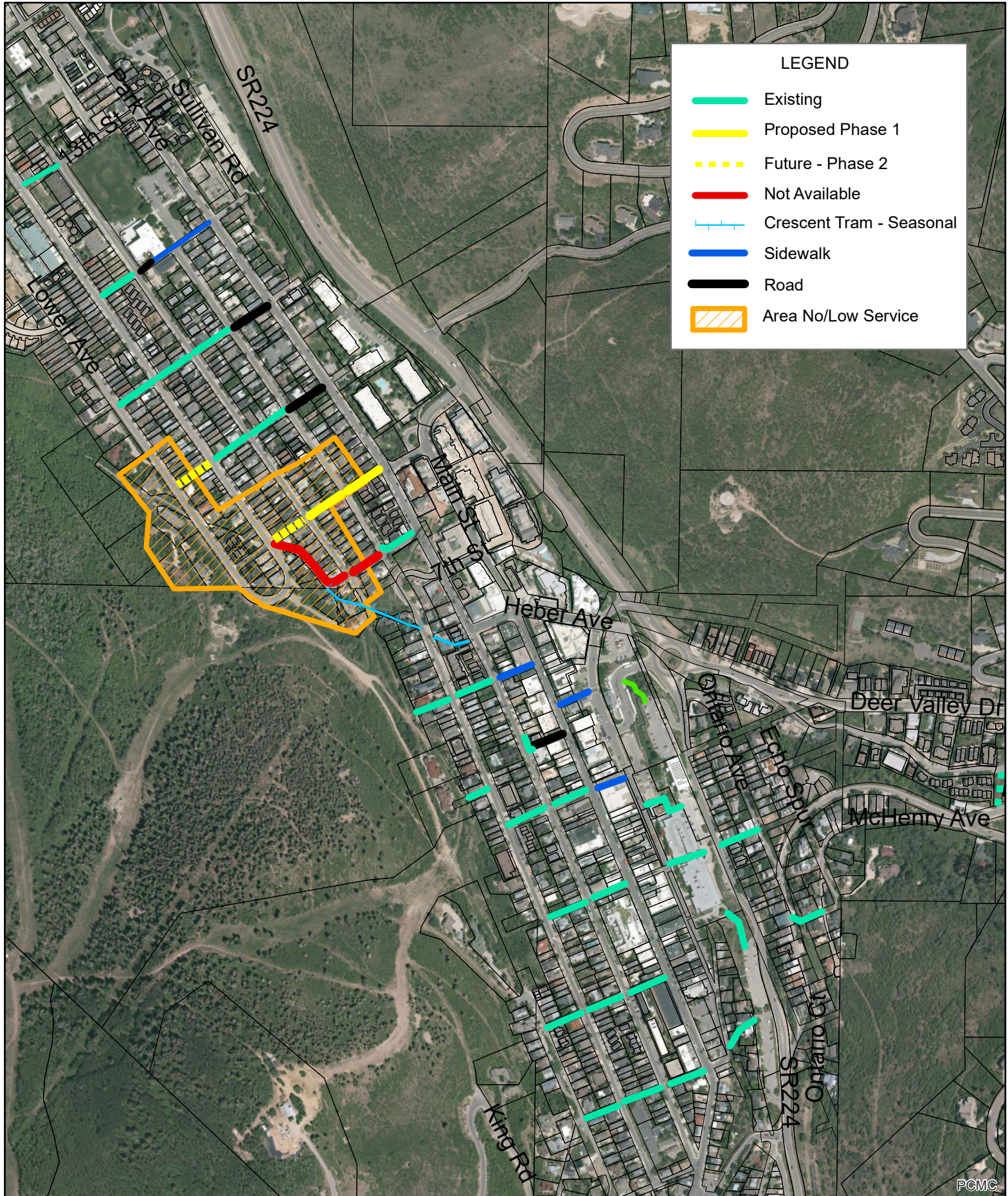
Project Area Map



9th Street Proposed Stair Improvements



Exhibit A - Old Town Stairs Service Area Maps

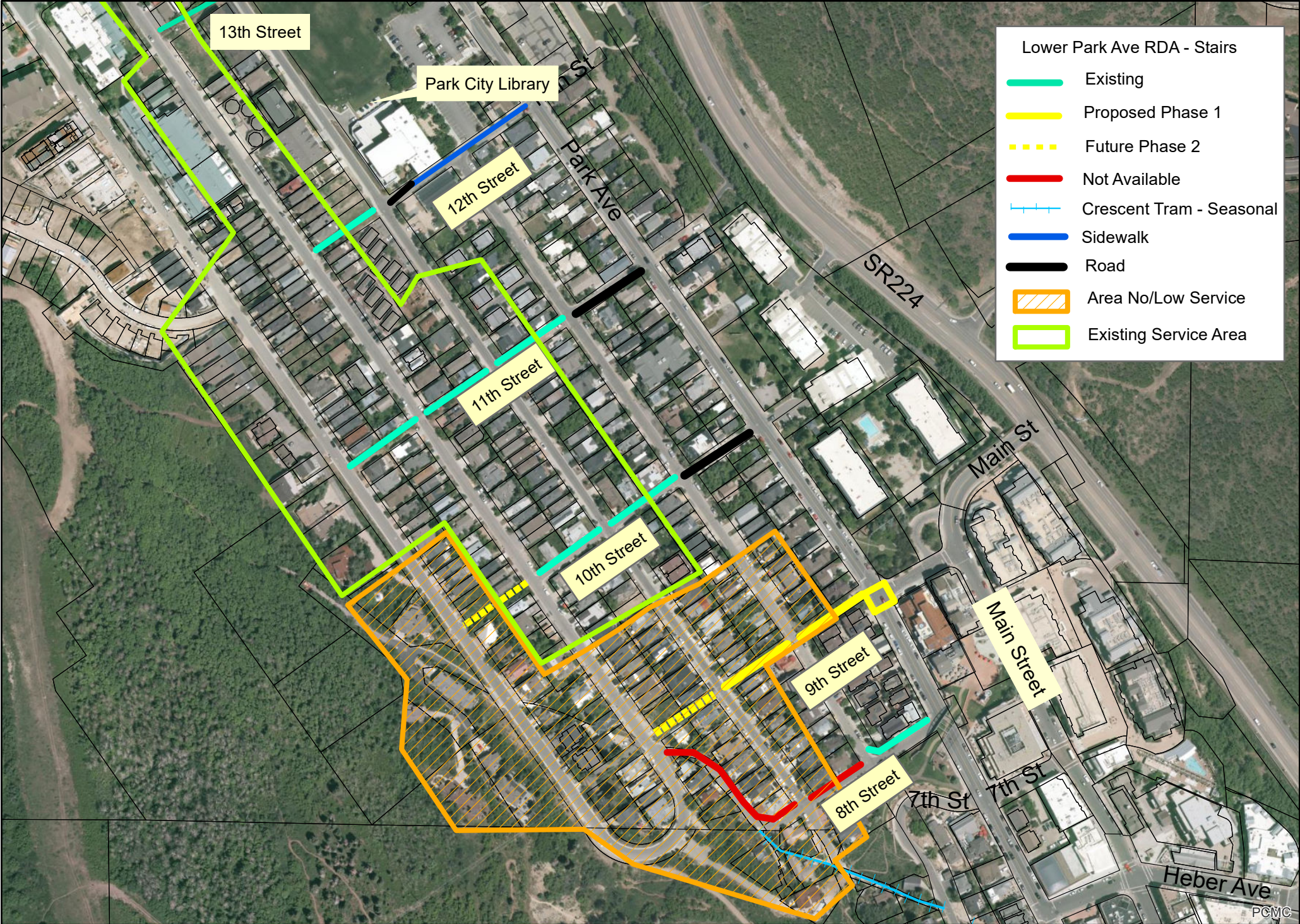


Old Town Stairs

0 180 360 540 720 900 Feet

1 in = 535 ft

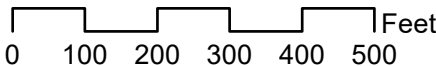
700
N
S



Lower Park Ave RDA - Stairs

- Existing
- Proposed Phase 1
- Future Phase 2
- Not Available
- Crescent Tram - Seasonal
- Sidewalk
- Road
- Area No/Low Service
- Existing Service Area

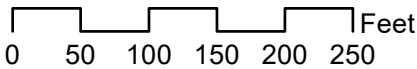
Lower Park Avenue Stairs



1 in = 265 ft

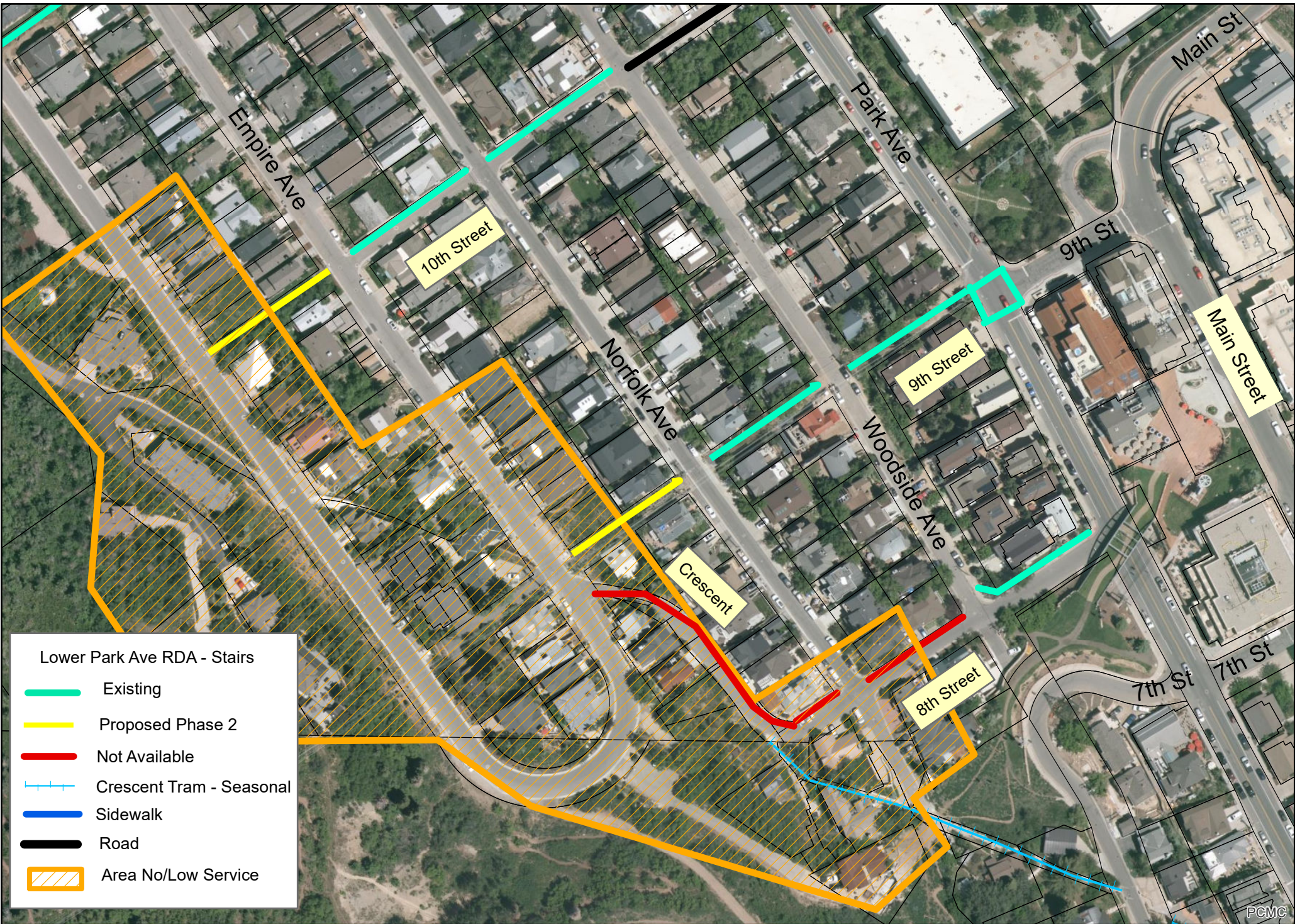


Proposed 9th St and 10th St Stairs Service Area

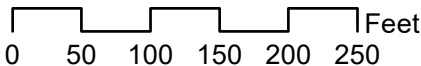


1 in = 141 ft





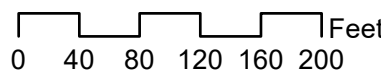
Phase 1 Completion - Remaining Service Area



1 in = 139 ft



Phase 2 Completion - Remaining Service Area



1 in = 127 ft

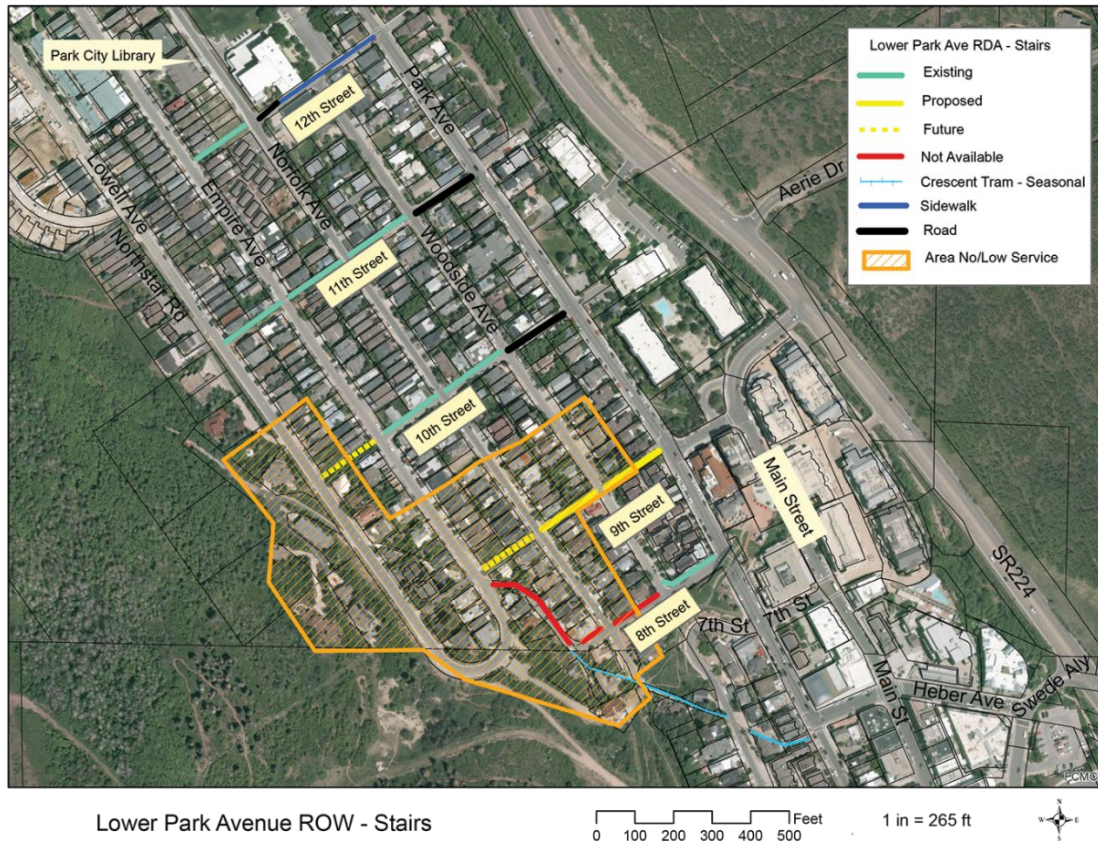
Exhibit B



Dear Neighbor,

The City is slated to make walkability improvements, which may include construction of the 9th Street Stairway project. A network of street stairways have been constructed in Park City's Old Town right of ways to provide walkable pedestrian access. However, three city blocks on 9th Street and one block on 10th Street remain unbuilt, leaving some residents less walkable access (see orange shaded area below).

These remaining blocks are key pedestrian links between Lower Main Street and the Old Town Neighborhoods surrounding them. However, the stair impacts and anticipated use are important considerations to assess the prioritization of this project.



Following the thorough assessment of utilities, anticipated use and impacts, 9th Street stairs from Park Avenue to Woodside Avenue and Woodside Avenue to Norfolk Avenue are the likely priority for construction during the 2022 Summer season. Before initiating the project, neighborhood discussions are vital to determine the development priority for city stairs in this location vs. other unbuilt right of ways. We welcome and appreciate your feedback. We invite you to learn more and share your feedback at one or more of the following events:

- May 4, 10:00 a.m. – Onsite neighborhood meeting, the intersection of Woodside Avenue and 9th Street
- May 4, 6:30-7:30 p.m. – Virtual neighborhood meeting, Zoom: us02web.zoom.us/j/89714747867
- May 10, 5:00-6:30 p.m. – Park City Municipal Spring Projects Open House, Park City Library

Additional project information is available at engageparkcity.org/9th-street-stairs.

We look forward to seeing you at one of our upcoming events. Please feel free to reach out to us if you have any questions.

Best,

Michelle Downard, Resident Advocate

435-615-5109 | mdownard@parkcity.org

Matt Twombly, Senior Project Manager

435-615-5177 | mtwombly@parkcity.org

Exhibit C

9th Street Stairs Emails and Letters from Residents

From: [Jed Briggs](#)
To: [Jonathan Weidenhamer](#); [Matt Twombly](#)
Cc: [Erik Daenitz](#); [Penny Frates](#)
Subject: FW: question on 2022 budget
Date: Thursday, July 1, 2021 3:37:52 PM

Do you guys want to follow-up with on this question?

From: Frederique Bouty <frederique@astie.com>
Sent: Wednesday, June 30, 2021 4:21 PM
To: budget <budget@parkcity.org>
Subject: question on 2022 budget

Hi,

I was wondering what is the status of this particular item in Volume II, Old town stair case, please

Thank you

"New sets proposed include 9th St. with three new blocks at \$300,000 (LPARDA)"

From: [Frederique Bouty](#)
To: [Matt Twombly](#)
Subject: Re: Old Town Stairs CIP
Date: Wednesday, July 7, 2021 12:39:38 PM

Thank you so much for your response

Sent from my iPhone

On Jul 7, 2021, at 11:49 AM, Matt Twombly <mtwombly@parkcity.org> wrote:

The City is under contract with an engineer to survey and design the stairs in the 9th Street right of way. Due to current pricing, based on recent bidding, it is likely there is currently only enough funding budgeted for one, possibly two sets of stairs at 9th Street. Staff and the consulting engineer are proceeding with the design and bidding of 2 sets of stairs in the 9th St right of way. Please let me know if you have any additional questions. Thanks

Matthew A. Twombly
Senior Project Manager
Sustainability
Park City Municipal Corporation
mtwombly@parkcity.org
445 Marsac Avenue, PO Box 1480
Park City, UT 84060
o: 435.615.5177

<image001.png>

From: [Jonathan Weidenhamer](#)
To: [Matt Twombly](#); [Linda McReynolds](#)
Cc: [David Everitt](#); [Heinrich Deters](#); [Council Mail](#); [Andy Beerman](#); [Matt Dias](#); [Gretchen Milliken](#); [Cc: Tim Zweiback](#); [Tim Zweiback](#); [Amy Zweiback](#); [Keller Annette & Fred](#); [Maria McNulty](#)
Subject: RE: [External] Survey on 9th Street between Empire and Norfolk
Date: Monday, August 30, 2021 5:27:27 PM

Linda,

It's Jonathan at City Hall.

Thanks for the thoughtful email. Matt Twombly, on our team, will be the lead on this. He is out of the office for a few days. Once he returns, our team will round the bases and reach out to you so we can set up a meeting with you and the neighbors. I look forward to seeing everyone!

Jonathan,
4356403723

From: Linda McReynolds <linda@lindamcreynolds.com>
Sent: Monday, August 30, 2021 10:29 AM
To: Council_Mail <Council_Mail@parkcity.org>; Andy Beerman <andy@parkcity.org>; Matt Dias <matt.dias@parkcity.org>; Gretchen Milliken <gretchen.milliken@parkcity.org>
Cc: Tim Zweiback <tszweiback@aol.com>; Tim Zweiback <tszweiback@zweiback.com>; Amy Zweiback <amymeno@aol.com>; Keller Annette & Fred <kelleraf4106@gmail.com>; Maria McNulty <maria@m3ee.com>
Subject: [External] Survey on 9th Street between Empire and Norfolk

[CAUTION] This is an external email.

Dear Council, Mr. Mayor, Planning Department and Mr. Diaz:

I was informed by the surveyors on 9th Street next to my home at 843 Norfolk they were surveying for stairs to be installed on the 9th Street right-of-way. I urge you to please reconsider.

I understand the desire to keep pedestrians safe but I'm not sure these stairs are needed. A full set already exists just one short block away on 10th Street running all the way from Lowell down to Park Avenue. Most tourists don't know they are there. Might I suggest we test signage on Lowell and Empire to direct people to them before we jam-pack Old Town even more by taking away more open space. The huge elbow to elbow homes, fences and driveways have given our Historic District a closed-in, claustrophobic feeling for us residents who actually live here. An additional thought would be to explore enhancing/adding to the existing right-of-way Crescent Tram that we locals enjoy but tourists have no idea exists .

This is one of the last remaining open, green spaces left in Old Town. For the decades I've lived here it has been the primary path for moose and deer to safely travel back to the Park City mountains. In

summer it is filled with wildflowers (please drive by) and residents enjoy the path that meanders up. In winter the skiers and boarders use it as a way home from the resort without having to take off their equipment.

Please ask any plow driver and they will assure you 9th Street is one of the last snow storage locations in all of Old Town. If we have a normal snowfall the snow is often piled 15 feet high until it can be trucked away.

I've been told repeatedly that the large, high power lines over 9th Street need large vehicle access for repair. New sewer and water lines were dug just a few years ago. Also, you may not be aware that my property's 75 foot northern border legally extends four feet into this right-of-way.

Could someone please contact me so my neighbors and I can meet with them and discuss this on site? I have gotten no notices from the City regarding this. Thank you.

Respectfully,

Linda McReynolds
843 Norfolk Avenue
PO Box 680723
Park City, Utah 84068

P.S. Please don't accuse me of NIMBY. I've had a condemned, burned-out house behind me for 10 years and have never complained once. Lol

Linda McReynolds
linda@lindamcreynolds.com
435-640-6234

From: [Stacy Head](#)
To: [Heinrich Deters](#)
Cc: [Matt Twombly](#); [Jonathan Weidenhamer](#); [John Robertson](#)
Subject: [External] Re: 9th
Date: Wednesday, September 22, 2021 12:22:04 PM

[CAUTION] This is an external email.

AWESOME!!!!!! My house is at 1010 Lowell. So excited -- and if there is anything we can do to move it along, LMK. THanks! Stacy

On Wednesday, September 22, 2021, 12:40:06 PM CDT, Heinrich Deters <hdeters@parkcity.org> wrote:

Stacey,

Heinrich Deters from Park City Municipal Corporation.

The 9th street is currently prioritized to be the next Old Town stair project, so it is moving forward. Specifically, we are surveying the right of way and determining the feasibility, scope and design of the project. Once the scope and feasibility is determined, we will confirm, timeline, budget and construction of the project.

Unfortunately it will not be constructed this season but we should have a better idea of the timeline later this winter.

I hope that helps answer your question.

Heinrich Deters

Park City Municipal Corporation

Property, Real Estate, Trails & Open Space Manager

435.615.5205

hdeters@parkcity.org

Message submitted from the <Park City, UT> website.

Site Visitor Name: Stacy Head

Site Visitor Email: Stacyhead08@yahoo.com

I wanted to follow up on my request for city stairs in the 1000 block of Lowell Avenue. I think it would be around what would be ninth Street. Two new houses are going to be constructed next-door to where the stairs would go and I sure would like to get those stairs done soon so that more of us who are on Lowell can access town without having to walk on the scary windy streets. Is there anything I could do to move this along? Any advice would be appreciated. Stacy

From: [Jody Whitesides](#)
To: [Heinrich Deters](#)
Cc: [Andy Beerman](#); [Michelle Downard](#); [Matt Twombly](#); [John Robertson](#); [Browne Sebright](#)
Subject: [External] Re: Crescent Tram
Date: Monday, September 27, 2021 1:33:38 PM

[CAUTION] This is an external email.

Thank you for the heads up Heinrich. Been waiting on that walkway for years to get completed behind Camilla's house. Really wish that would get some priority.

Jody

On Sep 27, 2021, at 9:08 AM, Heinrich Deters <hdeters@parkcity.org> wrote:

Jody,
Heinrich, Trails and Open Space manager with the City.

Old Town Stairs: Finishing the design/engineering for the 9th street stairs is the current priority (Matt Twombly project manager cced), with those hopefully being constructed next summer.

Crescent Tram/Treasure steps: The Treasure steps, as I call them, are proposed to connect the Crescent Tram walkway(8th street) to the Treasure Trailhead, thus avoiding the road.

I am told, the new owners at 732 Crescent Tram (right on the bend) will be submitting development plans for their property very soon, which includes a driveway design to access the properties. That driveway, is right at the nexus of the connections. To that point, I am working with planning and engineering to combine all the improvements (Tram walkway & easement, repair to existing walkway and Treasure stairs into one design). Timeline is currently unknown but it is in progress.

Hope that helps

Heinrich Deters
Park City Municipal Corporation
Property, Real Estate, Trails & Open Space Manager
435.615.5205
hdeters@parkcity.org

From: Andy Beerman <andy@parkcityandy.com>
Sent: Saturday, September 25, 2021 2:41 PM
To: Michelle Downard <mdownard@parkcity.org>
Cc: jody whitesides <jody@jodywhitesides.com>; Heinrich Deters <hdeters@parkcity.org>
Subject: [External] Cresent Tram

Hi Michelle,

I'd like to introduce you to Jody. He lives on Cresent Tram and has a few questions/concerns.

They have a large construction project next door where the excavators removed several mature fruit trees. Will they be required to replace these?

Also, the construction fencing (and debris) is sagging well into the street. I'm assuming this isn't OK? Can you have building take a look?

Jody would like to see the plans/alignment for the new City stairway.

On the other side (uphill) of their house) there are several trees that are hanging into the road and block visibility. Can we get these trimmed?

Lastly, when are we going to finish paving the Cresent Tram path? I've cc'ed Heinrich for this answer? Are we still waiting for repairs to the wall?

Please keep me looped on the responses.

Thanks,
Andy

Andy Beerman – Mayor (he, him)

andy@parkcity.org

435-731-8366

<image003.png>

Love Where You Live. Live Where you Love!

From: [Linda McReynolds](#)
To: [peg.bodell](#)
Cc: [Maria McNulty](#); [Matt Twombly](#); [loreedeeyoung@yahoo.com](#); [Austin Taylor](#)
Subject: [External] Re: Town stairs on 9th
Date: Thursday, November 4, 2021 6:42:36 PM

[CAUTION] This is an external email.

Dear everyone:

I would like to add my comments regarding the proposed stairs on 9th Street. In addition to it being the only wildlife corridor left for our moose, deer and yes, even cougar, to access their safety on the mountainside, it is used as City and local snow storage and is the last open space other than Library Field in Old Town. Numerous stairs already exist - between Empire and Norfolk alone there are stairs on 13th, 12th, 11th and just a block away on 10th.

As a 26-year resident of Old Town and a 42-year resident of Park City, I can assure you the preferred corridor both visitors and residents most use and need is centered around 8th Street, the Ski Run path from 8th and Woodside to the Town Bridge, the Crescent Tram trail.

Thank you for your attention to this issue.

Regards,

Linda McReynolds
linda@lindamcreynolds.com
435-640-6234

On Thu, Nov 4, 2021 at 3:00 PM P L Bodell <4silverqueens@gmail.com> wrote:

Matt, Rebecca, Austin,

I would like to confirm Maria's assessment of the neighborhood's feeling about the stairs being left as open space for the wildlife with improvements to attract and protect and provide a safe place. Over the past few years with home construction our neighborhood has lost valuable resources for access, food, and safe place for our wildlife.

I have been a proponent of the 9th Street Stairs however I have been in the minority. Given the changes in our neighborhood I agree that the efforts towards preserving the 9th Street right-of-way as improved open space is a priority. When we walked the neighborhood with Ausitin is was abundantly obvious that we have other "walkability improvement" options that should take priority.

Our residents of the Town Lift Neighborhood would welcome and expect the opportunity to explain to council why the priority of the 9th Street stairs project has changed from the original project approval.

Best regards,

Peg Bodell

817 Woodside
4silverqueens@gmail.com
box 22
Park City, Utah 84060

On Thu, Nov 4, 2021, 1:41 PM maria [m3ee.com](mailto:maria@m3ee.com) <maria@m3ee.com> wrote:

Hi Matt-

Rebecca Ward, assistant planning director, advised in an email this morning that work is schedule in “early 2022” on the construction of 9th street stairs. Yesterday, Peg Bodell, Linda McReynolds and Loree DeYoung (cc’d, all of whom either live on or no more than 4 houses off of 9th) walked 9th street with Austin Taylor. It was our understanding that no construction was planned for 9th and that we would have an opportunity to weigh in on the merits of stairs. Is this not the case? As some of the last remaining green space in old town, we have very strong feeling on the need to preserve open space for the moose, deer and of course the kids that all use 9th street frequently.

Can you please provide any insights that you have on the plans for the stairs as well as the input process.

Kind Regards,

Maria

Maria McNulty | M3 Events & Entertainment | [POB 681101 \(902 Norfolk Ave\) Park City, UT 84068](#) | +1 435-655-5570 | Skype: mcmvermont2

From: [Loree DeYoung](#)
To: [Matt Twombly](#)
Subject: [External] Fwd: Town stairs on 9th
Date: Thursday, November 4, 2021 9:03:28 PM

[CAUTION] This is an external email.

Loree DeYoung

Begin forwarded message:

From: Loree DeYoung <loreedeyoung@yahoo.com>
Date: November 4, 2021 at 8:58:17 PM MDT
To: Linda McReynolds <linda@lindamcreynolds.com>, maria com <maria@m3ee.com>, P Bodell <4silverqueens@gmail.com>
Subject: Re: Town stairs on 9th

I agree with all of the points stated and would like to add that it is very important to have accessibility to the numerous power lines and towers in this area as well as any underground gas, sewage and other pipe lines which may exist on the 9 th street trail. It is clear that a staircase would impede any emergency access to these important utilities.

Thank you for considering the opinions and wishes of our neighborhood.

Loree DeYoung

On Nov 4, 2021, at 6:42 PM, Linda McReynolds <linda@lindamcreynolds.com> wrote:

Dear everyone:

I would like to add my comments regarding the proposed stairs on 9th Street. In addition to it being the only wildlife corridor left for our moose, deer and yes, even cougar, to access their safety on the mountainside, it is used as City and local snow storage and is the last open space other than Library Field in Old Town. Numerous stairs already exist - between Empire and Norfolk alone there are stairs on 13th, 12th, 11th and just a block away on 10th.

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Thank you for your attention to this issue.

Regards,

Linda McReynolds

linda@lindamcreynolds.com

435-640-6234

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Peg Bodell

817 Woodside
4silverqueens@gmail.com
box 22
Park City, Utah 84060

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<maria@m3ee.com> wrote:

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Can you please provide any insights that you have on the plans for the stairs as well as the input process.

Kind Regards,

Maria

Maria McNulty | M3 Events & Entertainment | [POB 681101 \(902 Norfolk Ave\) Park City, UT 84068](#) | +1 435-655-5570 |
Skype: mcmvermont2

From: [P.L. Bodell](#)
To: [Michelle Downard](#)
Cc: [loreedeyoung@yahoo.com](#); [Linda McReynolds](#); [Maria McNulty](#); [tszweiback@zweiback.com](#); [Amymeno@gmail.com](#); [Matt Twombly](#); [Austin Taylor](#); [John Robertson](#)
Subject: [External] Re: 9th St Stairs
Date: Monday, November 15, 2021 8:26:09 PM
Attachments: [image001.png](#)
[image001.png](#)

[CAUTION] This is an external email.

Thanks for the update Michelle.
pb

On Mon, Nov 15, 2021, 11:21 AM Michelle Downard <mdownard@parkcity.org> wrote:

Greetings-

Thanks again for reaching out regarding the 9th Street stairs project. I wanted to provide a quick update as we assess this project.

Current Status:

- This fiscal year, consistent with previous years, funding has been dedicated to the construction of city stairs in the Main Street and Lower Park Avenue RDA areas. (9th Street was identified as the next highest priority).
- Alliance Engineering surveyed the 9th Street platted right of way in late August. On November 8, the City received the draft topographical survey. The City is working with utility providers and other City departments to assess the status/location of existing utilities, potential utility upgrades, and other needs and requirements (utility/access, snow storage, off-street parking, access to adjoining lots, winter maintenance...) within the right of way.
- With consideration of the factors listed above, the engineer is developing a preliminary layout for the 5' wide stairway within the 35' right of way. The preliminary layout will provide a detailed picture of how all the uses can be attained within the right of way while leaving the corridor mostly open and free from structures.

Thank you for your patience as we collect this background information. I will be in touch again when we are ready to have a more informed discussion about the future of this site. In the meantime, I am happy to act as a point of contact for any questions and will provide progress updates as available. Have a great day!

Michelle Downard

she, her, hers

Resident Advocate

Park City Municipal Corporation

parkcity.org

445 Marsac Avenue, PO Box 1480

Park City, UT 84060

o: 435.615.5109



From: [Maria McNulty](#)
To: [Michelle Downard](#)
Cc: [loreedeyoung@yahoo.com](#); [peg bodell](#); [Linda McReynolds](#); [tszweiback@zweiback.com](#); [Amymeno@gmail.com](#); [Matt Twombly](#); [Austin Taylor](#); [John Robertson](#); "Abby McNulty"
Subject: [External] Re: 9th St Stairs
Date: Friday, December 17, 2021 8:54:29 AM
Attachments: [image001.png](#)
[image001.png](#)

[CAUTION] This is an external email.

Looping in another Norfolk resident, Abby McNulty for this and future updates.

Thanks,
Maria

Maria McNulty | M3 Events & Entertainment | POB 681101 (902 Norfolk Ave) Park City, UT 84068 | +1 435-655-5570 | Skype: mcmvermont2

On Dec 13, 2021, at 12:02 PM, Michelle Downard <mdownard@parkcity.org> wrote:

Greetings-

We wanted to keep you updated on the 9th Street stair discussion.

The engineer provided a preliminary layout of stairs on 9th Street. We've discussed the concerns expressed and existing utility lines. The plans are now being modified. When ready, we will be in touch to review the concept. I am hopeful that you will be encouraged by the design's sensitivity to light and other considerations. That said, we can talk through the details with you when we schedule our discussion. I'll be in touch again when we are ready to schedule that next step. Thanks!

Michelle Downard

she, her, hers

Resident Advocate

Park City Municipal Corporation

parkcity.org

445 Marsac Avenue, PO Box 1480

Park City, UT 84060

o: 435.615.5109



From: Michelle Downard

Sent: Monday, November 15, 2021 11:21 AM

To: loreedeyoung@yahoo.com; peg bodell <4silverqueens@gmail.com>; Linda McReynolds <linda@lindamcreynolds.com>; Maria McNulty <maria@m3ee.com>; tszweiback@zweiback.com; Amymeno@gmail.com

Cc: Matt Twombly <mtwombly@parkcity.org>; Austin Taylor <austin.taylor@parkcity.org>; John Robertson <john.robertson@parkcity.org>

Subject: 9th St Stairs

Greetings-

Thanks again for reaching out regarding the 9th Street stairs project. I wanted to provide a quick update as we assess this project.

Current Status:

- This fiscal year, consistent with previous years, funding has been dedicated to the construction of city stairs in the Main Street and Lower Park Avenue RDA areas. (9th Street was identified as the next highest priority).
- Alliance Engineering surveyed the 9th Street platted right of way in late August. On November 8, the City received the draft topographical survey. The City is working with utility providers and other City departments to assess the status/location of existing utilities, potential utility upgrades, and other needs and requirements (utility/access, snow storage, off-street parking, access to adjoining lots, winter maintenance...) within the right of way.
- With consideration of the factors listed above, the engineer is developing a preliminary layout for the 5' wide stairway within the 35' right of way. The preliminary layout will provide a detailed picture of how all the uses can be attained within the right of way while leaving the corridor mostly open and free from structures.

Thank you for your patience as we collect this background information. I will be in touch again when we are ready to have a more informed discussion about the future of this site. In the meantime, I am happy to act as a point of contact for any questions and will provide progress updates as available. Have a great day!

Michelle Downard

she, her, hers

Resident Advocate

Park City Municipal Corporation

parkcity.org

445 Marsac Avenue, PO Box 1480

Park City, UT 84060

o: 435.615.5109

From: tszweiback@zweiback.com
To: [Abby McNulty](#)
Cc: [Michelle Downard](#); [Maria McNulty](#); loreedeyoung@yahoo.com; [peg bodell](#); [Linda McReynolds](#); Amymeno@gmail.com; [Matt Twombly](#); [Austin Taylor](#); [John Robertson](#)
Subject: Re: [External] Re: 9th St Stairs
Date: Saturday, January 22, 2022 5:09:13 AM

Hi Michelle,

I'm the property owner of 901 Norfolk Avenue. For better or worse, we have considerable window exposure into our main bedroom from the right of way.

Depending on the placement of the stairs, will we be allowed to plant in the right of way to create greater privacy?

I realize that doing so could considerably disappoint and deprive Ms. McReynold of the years of matinee viewings of our domestic activities. (Just kidding.)

As Billy Pilgrim would utter, "So it goes."

Thanks,

Tim Zweiback
901 Norfolk Avenue
Park City, UT 84060

m. 402.598-3417

o. 402.345-5911

On Jan 21, 2022, at 7:05 PM, Abby McNulty <amcnulty@pcschoools.us> wrote:

Thanks for the update Michelle. I do have a question...the current ride of way at 9th street - where stairs are being discussed - is being used by a private developer/ landowner to facilitate the development of their project located at 9th and woodside. I haven't seen that happen before. Can you tell me why public land is being used in this way?

On Fri, Jan 21, 2022 at 4:16 PM Michelle Downard <mdownard@parkcity.org> wrote:

Good afternoon-

It's been a little while since we sent out an update, so I wanted to make sure this group knew that the engineer is still working on the new alignment for the 9th Street stairs with consideration of the waterlines. We are also still reviewing the overall scope and scale of the stairs. Please know, this discussion is ongoing and we will be in touch with more detailed information when available. Thanks for your patience. In the meantime, let me know if you have any questions.

Have a great weekend.

Michelle Downard

Park City Municipal Corporation

parkcity.org

445 Marsac Avenue, PO Box 1480

Park City, UT 84060

o: 435.615.5109



On Dec 13, 2021, at 12:02 PM, Michelle Downard
<mdownard@parkcity.org> wrote:

Greetings-

We wanted to keep you updated on the 9th Street stair discussion.

The engineer provided a preliminary layout of stairs on 9th Street. We've discussed the concerns expressed and existing utility lines. The plans are now being modified. When ready, we will be in touch to review the concept. I am hopeful that you will be encouraged by the design's sensitivity to light and other considerations. That said, we can talk through the details with you when we schedule our discussion. I'll be in touch again when we are ready to schedule that next step. Thanks!

Michelle Downard

she, her, hers

Resident Advocate

Park City Municipal Corporation

parkcity.org

445 Marsac Avenue, PO Box 1480

Park City, UT 84060

o: 435.615.5109



From: Michelle Downard

Sent: Monday, November 15, 2021 11:21 AM

To: loreedeyoung@yahoo.com; peg bodell
<4silverqueens@gmail.com>; Linda McReynolds
<linda@lindamcreynolds.com>; Maria McNulty
<maria@m3ee.com>; tszweiback@zweiback.com;
Amymeno@gmail.com

Cc: Matt Twombly <mtwombly@parkcity.org>; Austin Taylor
<austin.taylor@parkcity.org>; John Robertson
<john.robertson@parkcity.org>

Subject: 9th St Stairs

Greetings-

Thanks again for reaching out regarding the 9th Street stairs project.
I wanted to provide a quick update as we assess this project.

Current Status:

- This fiscal year, consistent with previous years, funding has been dedicated to the construction of city stairs in the Main

Street and Lower Park Avenue RDA areas. (9th Street was identified as the next highest priority).

- Alliance Engineering surveyed the 9th Street platted right of way in late August. On November 8, the City received the draft topographical survey. The City is working with utility providers and other City departments to assess the status/location of existing utilities, potential utility upgrades, and other needs and requirements (utility/access, snow storage, off-street parking, access to adjoining lots, winter maintenance...) within the right of way.
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Thank you for your patience as we collect this background information. I will be in touch again when we are ready to have a more informed discussion about the future of this site. In the meantime, I am happy to act as a point of contact for any questions and will provide progress updates as available. Have a great day!

Michelle Downard

she, her, hers

Resident Advocate

Park City Municipal Corporation

parkcity.org

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o: 435.615.5109



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From: [Michelle Downard](#)
To: [Matt Twombly](#)
Subject: FW: 9th Street Stairs- Update
Date: Tuesday, March 15, 2022 7:39:56 PM
Attachments: [image002.png](#)
[image003.png](#)

From: Maria McNulty <mmcnulty@snowsports.org>
Sent: Tuesday, March 15, 2022 7:25 PM
To: Michelle Downard <mdownard@parkcity.org>
Subject: [External] Re: 9th Street Stairs- Update

[CAUTION] This is an external email.

Hi

Who has final say on the stairs? My neighbors and I would like you to set up a meeting asap with the appropriate people at the city and I will coordinate the neighbors. We need to be able to have a direct line to those making final decision so we can have a voice.

Thanks for coordinating.

Kind Regards,

Maria

Maria McNulty

M3 Events and Entertainment
P.O. Box 681101/Park City, Ut/84068
435.655.5570

Maria McNulty

COO

Snowsports Industries America

1918 Prospector Avenue

PO Box 680850

Park City, UT 84068

c. 435-655-5570

w. snowsports.org / snowboundfest.com

On Mar 15, 2022, at 6:57 PM, Michelle Downard <mdownard@parkcity.org> wrote:

Hi Maria-

Thanks for the question. I should have been clearer in my email. The largest focus is at the Park Avenue access. That said, the stairs between Park Avenue to Woodside Ave and from Woodside Avenue to Norfolk Avenue are all still anticipated to occur this year. I hope that helps clarify.

Michelle Downard

Park City Municipal Corporation

parkcity.org

445 Marsac Avenue, PO Box 1480

Park City, UT 84060

o: 435.615.5109



From: maria m3ee.com <maria@m3ee.com>

Sent: Tuesday, March 15, 2022 6:19 PM

To: Michelle Downard <mdownard@parkcity.org>

Subject: [External] Re: 9th Street Stairs- Update

[CAUTION] This is an external email.

Hi-

Thanks for the update, however, it's not clear to me where the focus currently is?
Stairs just Woodside to Park Ave?

Thanks,
Maria

From: Michelle Downard <mdownard@parkcity.org>

Date: Tuesday, March 15, 2022 at 5:29 PM

To: "maria@m3ee.com" <maria@m3ee.com>, Abby McNulty <amcnulty@pcschoools.us>, "'loreedeyoung@yahoo.com'" <loreedeyoung@yahoo.com>, peg bodell <4silverqueens@gmail.com>, 'Linda McReynolds' <linda@lindamcreynolds.com>, "'tszweiback@zweiback.com'" <tszweiback@zweiback.com>, "'Amymeno@gmail.com'" <Amymeno@gmail.com>, jody whitesides <jody@jodywhitesides.com>, "'Stacyhead08@yahoo.com'" <Stacyhead08@yahoo.com>, "'laura.suesser@gmail.com'" <laura.suesser@gmail.com>,

""frederique@astie.com"" <frederique@astie.com>

Cc: Matt Twombly <mtwombly@parkcity.org>

Subject: 9th Street Stairs- Update

Hello Residents-

It has been a while since we provided an update regarding the 9th Street stairs. While I wish we had plans to discuss, I still wanted to provide an update to this group on the progress.

PCMC continues to meet with the Engineers to discuss the 9th Street Stairs connecting Park Ave, Woodside Ave, and Norfolk Ave. Initial plans have been drafted and adjusted. They will be adjusted again to accommodate snow removal, utilities, and Park Ave access. The Park Avenue access has proven to be more complicated due to the existing parking and possible need for additional sidewalk, ADA ramps, high-back curb, crosswalks, and even the possible relocation of the stop sign on Park Ave for improved pedestrian connections at the intersection. These considerations are taking a bit more time and we appreciate your patience.

The City has encountered utility challenges on upper 9th Street. The City will therefore not be installing stairs from Norfolk Ave to Empire Ave at this time. Efforts will be focused on Park Avenue, the core of town, to accomplish a high standard of access.

We anticipate meeting with the Engineer again as soon as they have revised drawings. While I hope this update helps to address some of the previous concerns that we've heard, the City continues to be willing to meet to review the drawings when available. If the project design, funding, and contractor can be solidified, construction will likely begin after July 1, 2022. Of course, this timeline is tentative and dependent on multiple factors. In the meantime, please don't hesitate to let me know if you have any questions.

Michelle Downard

Park City Municipal Corporation

parkcity.org

445 Marsac Avenue, PO Box 1480

Park City, UT 84060

o: 435.615.5109



From: [Stacy Head](#)
To: [Michelle Downard](#)
Cc: [Maria McNulty](#); [Abby McNulty](#); loreedeeyoung@yahoo.com; [peg bodell](#); [Linda McReynolds](#); tszweiback@zweiback.com; Amymeno@gmail.com; [jody whitesides](#); laura.suesser@gmail.com; frederique@astie.com; [Matt Twombly](#)
Subject: [External] Re: 9th Street Stairs- Update
Date: Tuesday, March 15, 2022 7:45:56 PM
Attachments: [image001.png](#)

[CAUTION] This is an external email.

Ms. Downard, Thank you for the update. I don't understand all the technical issues the project has encountered, but I hope they can be worked through with relative ease. What is the status of the stairs from Lowell to Empire? A house is being built on one side of where the stairs should go. I would think that right now, while there is excavation, would be a logical time to install those stairs and would save the city expense.

Stacy Head

Sent from my iPhone

On Mar 15, 2022, at 6:29 PM, Michelle Downard <mdownard@parkcity.org> wrote:

Hello Residents-

It has been a while since we provided an update regarding the 9th Street stairs. While I wish we had plans to discuss, I still wanted to provide an update to this group on the progress.

PCMC continues to meet with the Engineers to discuss the 9th Street Stairs connecting Park Ave, Woodside Ave, and Norfolk Ave. Initial plans have been drafted and adjusted. They will be adjusted again to accommodate snow removal, utilities, and Park Ave access. The Park Avenue access has proven to be more complicated due to the existing parking and possible need for additional sidewalk, ADA ramps, high-back curb, crosswalks, and even the possible relocation of the stop sign on Park Ave for improved pedestrian connections at the intersection. These considerations are taking a bit more time and we appreciate your patience.

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We anticipate meeting with the Engineer again as soon as they have revised drawings. While I hope this update helps to address some of the previous concerns that we've heard, the City continues to be willing to meet to review the drawings when available. If the project design, funding, and contractor can be solidified, construction will likely begin after July 1, 2022. Of course, this timeline is tentative and dependent on multiple factors. In the meantime, please don't hesitate to let me know if you have any questions.

Michelle Downard

Park City Municipal Corporation

parkcity.org

445 Marsac Avenue, PO Box 1480

Park City, UT 84060

o: 435.615.5109



From: [Abby McNulty](#)
To: [Michelle Downard](#)
Cc: [Matt Twombly](#)
Subject: [External] Re: 9th Street Stairs- Update
Date: Friday, April 22, 2022 4:52:15 PM
Attachments: [image001.png](#)

[CAUTION] This is an external email.

Thank you for this update. Question...what is the intended traffic flow if the stairs are only installed between Park to Norfolk? What is the pathway at Park to enter/ exit people onto the stairs? Cross walks? Is the goal to get people off of 8th where cars and people are often at odds? If yes, how do you connect the stairs from 8th to 9th? And where is the ultimate destination for these folks who are walking? The resort? My opinion is that 8th and Crescent Tram are the most significant and real problem for cars and pedestrians. It's hard to be fully supportive of this project because it doesn't seem to alleviate any of the real stress points of pedestrian/ car walkability in my immediate neighborhood. It doesn't particularly feel like a solution to any existing problem. I would love to hear/ see the big picture solution and how the 9th street stairs are a piece of that solution. Please share your thoughts. Abby

Abby McNulty (she/her)
President and CEO
Park City Education Foundation
(o) 435-615-0235
(c) 435-659-6946

Running with Ed (a 26 mile relay race) is May 21st. Join me! Register at www.pcef4kids.org.



On Fri, Apr 22, 2022 at 4:12 PM Michelle Downard <mdownard@parkcity.org> wrote:

Hi Neighbors,

Thank you for the previous email and input regarding the possible construction of city stairs on 9th Street. We wanted to share the attached letter which is being mailed to property owners inside the mapped shaded area.

th

As a recap, PCMC has worked to assess the possible installation of city stairs on 9th Street. With consideration of snow removal, utilities, anticipated use, and access, the 2 stairs connection between Park Ave to Woodside Ave, and Woodside Ave to Norfolk Ave have been identified as the likely priority for installation this summer.

The City has encountered utility challenges on upper 9th Street between Norfolk Ave and Empire Avenue. It is therefore not likely that the City will be installing stairs at this time.

Before a project is pursued, we hope that you'll join us to discuss any ongoing concerns or questions regarding the possible installation of city stairs on 9th Street. Feel free to contact me or Matt Twombly (copied here) with any questions. Thank you and have a great evening.

Michelle Downard

Park City Municipal Corporation

parkcity.org

445 Marsac Avenue, PO Box 1480

Park City, UT 84060

o: 435.615.5109



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From: [Laura Suesser](#)
To: [Heinrich Deters](#)
Cc: [Mark Harrington](#); [Matt Twombly](#); [Michelle Downard](#); [Tana Toly](#)
Subject: [External] Suesser comments Re: 9th Street Stairs- Update
Date: Monday, April 25, 2022 9:57:09 AM
Attachments: [image001.png](#)
[City Stairs- Neighborhood Meetings.pdf](#)

[CAUTION] This is an external email.

Thanks Heinrich.

The connections proposed are great, but I submit the “future” connections are more important and should be prioritized.

Walking up and down 8th St is very dangerous for pedestrians. The proposal still leaves a significant number of residents without easy, safe access to Town. This results in people driving or Uber-ing to town. In addition the “future” stairs proposed would provide safer, better access to/from the new Treasure Hill trailhead for pedestrians and cyclists (a rail alongside the stairs for bikes?). If the future connections on 10th St and 9th St (bw Norfolk and Empire) are possible, I think it’s important to prioritize them and put them in first. It’s an ideal time to put the two “future” stairs in place given the construction/sale of the abutting vacant lots.

Please note that the City owns the Lot at the top of 12th street off Lowell. Due to poor planning, the 12th St lot below it was vacated and a home now sits in the middle of 12th St off Empire. Particularly now that Kings Crown is built, it’s very easy to see what a loss it was for pedestrian connectivity for the City to give up that 12th St Lot off Empire. Walking uphill on Lowell to the 11th St stairs is less than ideal for most residents and visitors resulting in more cars on the road.

To that end, I suggest the City approach Vail and/or Sweetwater and negotiate access for a 13th Stair connection between Empire and Lowell on the south side of the Vail building. A 13th stair connection will greatly improve pedestrian access from the Marriot, Kings Crown, Sweetwater, the Resort Base and Lowell residents to the Park Ave/Main St corridor.

Thank you for considering my comments.

Best regards,
Laura

Laura Suesser
laura.suesser@gmail.com
m: 435 210 1533

Sent from my iPhone

On Apr 25, 2022, at 10:58 AM, Heinrich Deters <hdeters@parkcity.org> wrote:

Laura,

Keeping you in the loop per the 9th street stairs....

I have copied Matt Twombly the project manager as well.

Heinrich Deters
Park City Municipal Corporation
Property, Real Estate, Trails & Open Space Manager
435.615.5205
hdeters@parkcity.org

From: Michelle Downard <mdownard@parkcity.org>

Date: April 22, 2022 at 4:12:23 PM MDT

Cc: Matt Twombly <mtwombly@parkcity.org>

Subject: 9th Street Stairs- Update

Hi Neighbors,

Thank you for the previous email and input regarding the possible construction of city stairs on 9th Street. We wanted to share the attached letter which is being mailed to property owners inside the mapped shaded area.

As a recap, PCMC has worked to assess the possible installation of city stairs on 9th Street. With consideration of snow removal, utilities, anticipated use, and access, the 2 stairs connection between Park Ave to Woodside Ave, and Woodside Ave to Norfolk Ave have been identified as the likely priority for installation this summer.

The City has encountered utility challenges on upper 9th Street between Norfolk Ave and Empire Avenue. It is therefore not likely that the City will be installing stairs at this time.

Before a project is pursued, we hope that you'll join us to discuss any ongoing concerns or questions regarding the possible installation of city stairs on 9th Street. Feel free to contact me or Matt Twombly (copied here) with any questions. Thank you and have a great evening.

Michelle Downard

Park City Municipal Corporation

parkcity.org

445 Marsac Avenue, PO Box 1480

Park City, UT 84060

o: 435.615.5109



From: [Abby McNulty](#)
To: [Michelle Downard](#)
Cc: [Matt Twombly](#)
Subject: Re: [External] Re: 9th Street Stairs- Update
Date: Wednesday, May 4, 2022 1:02:45 PM
Attachments: [image001.png](#)

Thank you for the update. I'm NOT in favor of these stairs. As I mentioned in my previous email, I do NOT think 8th street stairs are part of a bigger solution to alleviate pedestrian/ traffic interface in the 8th street/ norfolk area. There are NO sidewalks on norfolk and to funnel more people onto an awkward location on norfolk with no clear path on where to go - makes no sense to me. I see it causing more problems and not solving any. Unintended consequences that could have seriously dangerous results. Additionally, there is so little greenspace left in Old Town. I hate to see more structures and more paving over open space especially if it's not solving any particular issue. Please pass on my thoughts to the decision-making authority.

Best,
Abby
Abby McNulty (she/her)
President and CEO
Park City Education Foundation
(o) 435-615-0235
(c) 435-659-6946

Running with Ed (a 26 mile relay race) is May 21st. Join me! Register at www.pcef4kids.org.



On Wed, May 4, 2022 at 12:51 PM Michelle Downard <mdownard@parkcity.org> wrote:

Hi Abby-

I totally understand. We had several residents attend the meeting this morning with mixed feelings about the stairs. The discussed benefits included an additional pedestrian access and the likely decrease in walking on 8th and other narrow roadways. Concerns included eliminating the current open space/green area and reduced privacy for the adjacent properties. We have a virtual meeting tonight at 6:30 MST and we welcome you to attend if available. <https://us02web.zoom.us/j/89714747867>

To recap, the goal with these conversations is to gauge the overall majority opinion

regarding the construction of stairs on 9th St. If we do not hear a strong majority consensus, we may also take this discussion to the City Council for their feedback. I have you on my contact list to keep you informed of this process. In the meantime, please don't hesitate to reach out with any questions. Thanks!

Michelle Downard

Park City Municipal Corporation

parkcity.org

445 Marsac Avenue, PO Box 1480

Park City, UT 84060

o: 435.615.5109



From: Abby McNulty <amcnulty@pcschoools.us>
Sent: Wednesday, May 4, 2022 12:46 PM
To: Michelle Downard <mdownard@parkcity.org>
Subject: [External] Re: 9th Street Stairs- Update

[CAUTION] This is an external email.

I couldn't be there today - work days are too busy. Would love an update. Can you talk this evening?

Abby McNulty (she/her)
President and CEO

Park City Education Foundation

(o) 435-615-0235

(c) 435-659-6946

Running with Ed (a 26 mile relay race) is May 21st. Join me! Register at www.pcef4kids.org.



On Fri, Apr 22, 2022 at 4:12 PM Michelle Downard <mdownard@parkcity.org> wrote:

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Michelle Downard

Park City Municipal Corporation

parkcity.org

445 Marsac Avenue, PO Box 1480

Park City, UT 84060

o: 435.615.5109



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From: [jeff kline](#)
To: [Michelle Downard](#)
Cc: [Matt Twombly](#)
Subject: 9th Street Stairs
Date: Wednesday, May 4, 2022 10:51:38 AM

Hello, Michelle. I live at 1018 Lowell Ave about 4-6 months out of the year. I am unable to attend your upcoming communication events. But, I would like to express my support for any effort to complete the stairs in Old Town. Especially in Winter the stairs would provide safer access to Lowell Ave - avoiding the steep and sometimes icy road grades on Crescent Tram/8th Ave and the hairpin between Empire and Lowell. In each area, cars can have limited visibility due to the grade and snow melt freezes on roadway during Spring melt.

I understand your priority is the two lower blocks of 9th at this point which doesn't impact either of the safety problem I mention. I have no complaints about starting with 9th Ave first. But, please don't forget the rest of the projects. We hope you can get to them at a future date. As you know, there is currently only one set of stairs that extends all the way to Lowell. Due to our location, the completion of the 10th Ave stairs would be especially welcome.

Please let me know if there is anything else I can do to support this project. Many thanks,

Jeff Kline
301-717-1469

From: [John Helton](#)
To: [Michelle Downard](#); [Matt Twombly](#); [Tana Toly](#)
Subject: [External] 9th St. Stairway Project
Date: Wednesday, May 4, 2022 5:54:32 PM

[CAUTION] This is an external email.

Hello,

As a 35 year resident and property owner at 933 Norfolk Ave. I was so happy to see the town is finally considering a 9th St. stairway project.

In my opinion, this is an absolute no-brainer.

This stairway would fulfill the goal of increased walkability; connecting the neighborhoods of lower Woodside, Norfolk and hopefully eventually Empire to Main St. both for the locals and the tourists. It is the most logical central location in the neighborhoods and close to Main St. It will have minimal impact on the neighborhoods as a whole because it is already a public right-of-way without infringing on anyone's private property.

Most importantly, it will solve the serious safety issues of pedestrians on 8th St. and will mitigate any liability issues for the Town in this regard. The alternate walkable route to Main St., across the ski run, poses other safety and liability issues for the Town, ie...slip and fall, collisions with skiers and bicyclists etc.

The walk up the steep road on 8th St. between Woodside and Empire without steps or even a sidewalk is very arduous and dangerous and it likely encourages tourists and locals alike to drive to Main Street instead of walking that road. I have personally dove into a snowbank to avoid being struck by cars going in either direction and have witnessed others doing the same on countless occasions over the years.

This is also a logical solution because there are little or no other good options.

This is probably the most important project to undertake in Old Town in regards to liability, safety and walkability.

Thank you.

Kind regards,

John Helton
(435) 602-0507
JohnHelton.com

From: [Michelle Downard](#)
To: [peg_bodell](#)
Cc: [Matt Twombly](#)
Subject: 9th St Stairs- Meeting
Date: Wednesday, May 4, 2022 12:54:10 PM
Attachments: [image001.png](#)

Hi Peg-

We missed you this morning. We had several residents attend the meeting with mixed feelings about the stairs. The discussed benefits included additional pedestrian access and the likely decrease in walking on 8th and other narrow roadways. Concerns included eliminating the current open space/green area and reduced privacy for the adjacent properties. We have a virtual meeting tonight at 6:30 MST and we welcome you to attend if available.

<https://us02web.zoom.us/j/89714747867>

To recap, the goal with these conversations is to gauge the overall majority opinion regarding the construction of stairs on 9th St. If we do not hear a strong majority, we may also take this discussion to the City Council for their feedback. I'll keep you informed of this process. In the meantime, please don't hesitate to reach out with any questions. Thanks again!

Michelle Downard
Park City Municipal Corporation
parkcity.org
445 Marsac Avenue, PO Box 1480
Park City, UT 84060
o: 435.615.5109



From: [Carol Anne Kret](#)
To: [Michelle Downard](#); [Matt Twombly](#)
Subject: 9th St Stairs
Date: Wednesday, May 11, 2022 3:04:45 PM

Hello Michelle and Matt,

I am writing to you to let you know that I am very much in favor of the new stairs to be added to 9th St. please!!

Twice this past winter I was nearly run over by cars driving on 8th St between Norfolk and Woodside where there are no stairs. Additionally that area tends to ice up and become treacherously slick so I think this is a real safety matter as well.

I do appreciate all that the City and you are doing to keep our town safe and livable, thank you!

Carol Anne Kret
Resident
938 Norfolk Ave, "060"



Carol Anne Kret
Associate Broker
Top Selling Partnership
2012, 2013, 2014, 2015, 2016, 2017, 2019,
2020,2021

435-901-1299
carola@E7ParkCity.com
www.E7ParkCity.com

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Online banking fraud is on the rise. If you receive an email containing **WIRE TRANSFER INSTRUCTIONS** call your Realtor or the title company who's contact information you know is reliable immediately to verify the information prior to sending funds.

Matt Twombly

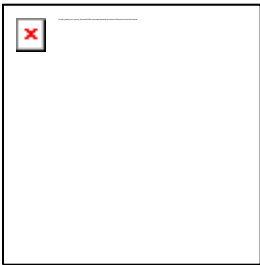
From: Carol Anne Kret <carola@e7parkcity.com>
Sent: Wednesday, May 11, 2022 4:00 PM
To: Michelle Downard; Matt Twombly
Subject: 9th St Stairs

Hi Michelle & Matt,

I was just on the engageparkcity.org site learning more about this project and several of the others. I discovered that while the Homestake affordable housing project is sharable on Facebook, the 9th St. Stairs are not. Is there a way to make it sharable? I would like to share it on Facebook as I would really love to have these stairs and I am sure we would get more support if more people knew about it. I've already emailed it to several of my neighbors whom I know are in favor!

Thanks!

ck



Carol Anne Kret
Associate Broker
Top Selling Partnership
2012, 2013, 2014, 2015, 2016, 2017, 2019, 2020,2021

 [435-901-1299](tel:435-901-1299)
 carola@E7ParkCity.com
 www.E7ParkCity.com

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From: [Linda McReynolds](#)
To: [Michelle Downard](#); [Matt Twombly](#)
Subject: [External] 9th Street Stairs
Date: Wednesday, May 11, 2022 12:52:22 PM

[CAUTION] This is an external email.

Dear Michelle and Matt:

Thank you so much for spending time with us 9th Street neighbors the other day. It is much appreciated when we residents are asked our opinions.

Although the stairs adjacent to my home have been put on hold because of the utilities, I would still like to go on record to suggest the entire 9th Street stairs project should be postponed until further analysis is done.

1. Please help make us local residents a priority. Homes that are actually lived in give the Historic District authenticity and makes it a real community and not a movie set of a ski village.

It's harder to live in Old Town now than it used to be. Parking is a competition, nightly rentals are much more common and often rowdy, loud music is not a rarity, and privacy is harder and harder to come by. 9th Street is the last little oasis of open space for both wildlife and us residents to enjoy.

2. The problem area is 8th Street and Crescent Tram. Pedestrian access in that location should be explored in more depth and somehow created.

3. Skiers rarely use stairs. They are carrying skis and heading to the Town Run

4. Signage needs to be tried. Summer access to Main Street could be guided to the Crescent Tram trail which only us locals seem to know about and greatly improved. Signage in key locations for the 10th Street Stairs could be tried.

Thanks again. You two are terrific.

Linda

Linda McReynolds
linda@lindamcreynolds.com
435-640-6234

From: [Michelle Downard](#)
To: ["Elisecom"](#)
Cc: [Matt Twombly](#)
Subject: RE: [External] 930 Empire
Date: Thursday, May 12, 2022 3:16:07 PM

Hello Elisa-

Thank you for your email. We will make sure to note your input and include you in future updates regarding the stairs discussion.

Michelle Downard
Park City Municipal Corporation
parkcity.org
445 Marsac Avenue, PO Box 1480
Park City, UT 84060
o: 435.615.5109

-----Original Message-----

From: Elisecom <elisecom@yahoo.com>
Sent: Thursday, May 12, 2022 8:10 AM
To: Michelle Downard <mdownard@parkcity.org>
Subject: [External] 930 Empire

[CAUTION] This is an external email.

Michelle, we live at 930 Empire in old town Park City, and are very supportive of the new 9th street stairs. Walking 8th in the summer is treacherous due to the auto traffic on that street; winter is downright terrifying as the traffic and icy roads combine to really make things dangerous. The stairs are a solid way to move pedestrian traffic off the roadways. Let us know how we can be supportive. Thanks for leading this initiative too.

Elise Eberwein and Russ Webber

Sent from my iPad

From: [Elisecom](#)
To: [Matt Twombly](#)
Subject: [External] 9th street stairs
Date: Thursday, May 12, 2022 8:14:59 AM

[CAUTION] This is an external email.

Matt, just a quick note from the residents of 930 Empire in old town Park City. We are fully supportive of the 9th street stair project, which will move foot traffic from 8th. We are in PC during the summer and winter, and love the connectivity from the neighborhood to Main. Moving people off 8th in both seasons is going to reduce the risk of an accident. We've just seen too many cars barreling up and down 8th and pedestrians having to jump out of the way. Let us know how we can be supportive, and thanks for your work on this project.

Elise Eberwein and Russ Webber

Sent from my iPad

From: [Tiffany Wood](#)
To: [Matt Twombly](#); [Michelle Downard](#)
Subject: [External] 9th street stairs
Date: Sunday, May 15, 2022 9:55:04 AM

[CAUTION] This is an external email.

Hello there,
I am strongly in favor of the new stairs on 9th street!

I have lived at 942 Norfolk Ave for 19 years and each winter I've seen multiple incidents that could have been fatal to pedestrians if luck had taken a bad twist for the driver narrowly averting them in a slide down the hill. I've also been almost hit during the summer months by drivers who refuse to respect pedestrians. The section from Crescent Tramway down to Woodside on 8th street is full of blind corners and should NOT be shared by cars and pedestrians if we have a viable solution.

I hope this project gets approved despite the adjacent homeowners on the 9th street right of way corridor not being in favor simply because it will impact their privacy. Saving the lives of residents and tourists is by far the most important.

Tiffany Wood
Resident
942 Norfolk Ave, Park City, UT 84060

Tiffany Wood
Certified Advanced Anusara Yoga Teacher Trainer, E-RYT 500
www.tiffanywoodyoga.com
She/Her



From: kelleraf4106@gmail.com
To: [Michelle Downard](#); [Matt Twombly](#)
Cc: nan.worel@parkcity.org; [Max Doilney](#); [Jeremy Rubell](#); [Ryan Dickey](#); [Becca Gerber](#); [Tana Toly](#)
Subject: [External] Ninth Street Stairway Project
Date: Thursday, May 19, 2022 10:56:57 AM

[CAUTION] This is an external email.

Dear Michelle and Matt,

It was nice to meet both of you at 9th and Woodside Avenue regarding the neighborhood input for the placement of steps on 9th street from Park Avenue to Norfolk Avenue.

As full-time residents whose homes are adjacent to the proposed stairway, we are opposed to its construction. We feel that the stairs would have only minimal use. However, their construction would ruin one of the last remaining green spaces in Old Town.

Skiers walk straight from Woodside and Norfolk Avenues to the Town Run and then ski down to the lift. Skiers would not use these steps. In the summer time, both locals and tourists can take Crescent Tram trail to walk to Main Street thus completely avoiding 8th Street. Improvement in signage would help facilitate greater use of this route.

Residents who are living in, and tourists who are staying in the area of your map designated as the “no/low service” area on Empire and Lowell Avenues will continue to walk down 8th Street. But then, unlike what is depicted on your map, when they reach Norfolk Avenue they will NOT turn left and walk north from 8th street to the proposed location of the new steps on 9th Street because this would take them in the opposite direction, further away, from their ultimate desired destinations of either the ski slopes or Main Street. Furthermore, it is doubtful that the 9th street steps from Norfolk Avenue to Empire Avenue will ever be built and there are no proposed steps from Empire Avenue to Lowell Avenue.

Since the backyards in Old Town are pretty much non-existent, children and grandchildren of both residents and tourists play in the open space currently afforded by the 9th Street easement, have snowball fights there and enjoy this small open area all year round.

We would appreciate that in making your decision you consider the desires of the full- time Old Town residents. The overwhelming majority of full-time residents do not want these steps to be built. It would be sad to see an exodus of permanent residents from Old Town relegating it to an area filled only by nightly rentals.

We hope that building the steps is not a “fait accompli” and that you will carefully weigh the feedback and the remarks made by the full-time residents who live in close proximity to the proposed steps. These are the Parkites who would be affected year-round by the proposed changes to the easement.

Thank you for your consideration of this letter.

Sincerely,

Annette and Fred Keller
839 Woodside Avenue

When this issue is discussed at your meetings, could you please include our letter in your minutes.

From: [Stacy Head](#)
To: [Michelle Downard](#)
Cc: [Matt Twombly](#); [Laura Suesser](#)
Subject: [External] Re: 9th Street Stairs- Update
Date: Thursday, May 19, 2022 1:40:26 PM
Attachments: [image001.png](#)
[City Stairs- Neighborhood Meetings.pdf](#)

[CAUTION] This is an external email.



Sent from my iPhone

Michelle, Thank you for the update about the ninth Street stairs. Honestly, I really don't understand the problems. Would you be able to give me a call to explain why they are not moving forward? I am also available to meet in person if you would like.

On a related note, two houses are being built next to mine at 1010 Lowell Ave. I attached a photograph. Now would be a great time to go ahead and build the stairs next to those new constructions. It would save the city a lot of money. It will be difficult to build in that tight space in the future. Is there anyway we could push this along? I am not sure what this stair would be called???. But it is on the town left side of my house. As I am sure everyone who is advocated for more stairs has said, we need stairs to take cars off of the road. My family tries to not get in the car unless we have to go to Kimball Junction. But, getting even downtown is hard a lot of times

because we have to go on the streets and it is scary.

Thank you for your consideration.

Stacy Head
504-301-7770

On Apr 22, 2022, at 4:12 PM, Michelle Downard <mdownard@parkcity.org> wrote:

Hi Neighbors,

Thank you for the previous email and input regarding the possible construction of city stairs on 9th Street. We wanted to share the attached letter which is being mailed to property owners inside the mapped shaded area.

As a recap, PCMC has worked to assess the possible installation of city stairs on 9th Street. With consideration of snow removal, utilities, anticipated use, and access, the 2 stairs connection between Park Ave to Woodside Ave, and Woodside Ave to Norfolk Ave have been identified as the likely priority for installation this summer.

The City has encountered utility challenges on upper 9th Street between Norfolk Ave and Empire Avenue. It is therefore not likely that the City will be installing stairs at this time.

Before a project is pursued, we hope that you'll join us to discuss any ongoing concerns or questions regarding the possible installation of city stairs on 9th Street. Feel free to contact me or Matt Twombly (copied here) with any questions. Thank you and have a great evening.

Michelle Downard
Park City Municipal Corporation
parkcity.org
445 Marsac Avenue, PO Box 1480
Park City, UT 84060
o: 435.615.5109



From: [Michael Lightstone](#)
To: [Tana Toly](#); [Becca Gerber](#); [Jeremy Rubell](#); [Ryan Dickey](#); [Max Doilney](#); nan.worel@parkcity.org
Cc: [Michelle Downard](#); [Matt Twombly](#)
Subject: [External] We support the 9th Street Stairway Project
Date: Sunday, June 5, 2022 2:46:50 PM

[CAUTION] This is an external email.

Dear Mayor and City Council,

My family and I strongly support the proposed 9th Street Stairway Project.

Our home is at 927 Norfolk, and the stairway would greatly benefit our neighborhood by:

1. Fulfilling the stated goal of increasing walkability to Main St., as well as
2. Mitigating the hazard of pedestrians walking up and down 8th St. which has no sidewalk- especially in the winter

Thank you for considering our input, and please let us know if there is anything we can do to help the project.

Michael, Felice, Serena and Thalia Lightstone
927 Norfolk Avenue

From: [John Helton](#)
To: [Becca Gerber](#); [Jeremy Rubell](#); [Max Doilney](#); [Nann Worel](#); [Ryan Dickey](#); [Michelle Downard](#); [Matt Twombly](#)
Subject: [External] 9th St. Stairway Project
Date: Tuesday, June 7, 2022 12:52:25 PM

[CAUTION] This is an external email.

Hello,

As a 35 year resident and property owner at 933 Norfolk Ave. I was so happy to see the town is finally considering a 9th St. stairway project.

In my opinion, this is an absolute no-brainer.

This stairway would fulfill the goal of increased walkability; connecting the neighborhoods of lower Woodside, Norfolk and hopefully eventually Empire to Main St. both for the locals and the tourists. It is the most logical central location in the neighborhoods and close to Main St. It will have minimal impact on the neighborhoods as a whole because it is already a public right-of-way without infringing on anyone's private property.

Most importantly, it will solve the serious safety issues of pedestrians on 8th St. and will mitigate any liability issues for the Town in this regard. The alternate walkable route to Main St., across the ski run, poses other safety and liability issues for the Town, ie...slip and fall, collisions with skiers and bicyclists etc.

The walk up the steep road on 8th St. between Woodside and Empire without steps or even a sidewalk is very arduous and dangerous and it likely encourages tourists and locals alike to drive to Main Street instead of walking that road. I have personally dove into a snowbank to avoid being struck by cars going in either direction and have witnessed others doing the same on countless occasions over the years.

This is also a logical solution because there are little or no other good options.

This is probably the most important project to undertake in Old Town in regards to liability, safety and walkability.

Thank you.

Kind regards,

John Helton
[\(435\) 602-0507](tel:(435)602-0507)
JohnHelton.com

Council Agenda Item Report

Meeting Date: June 16, 2022

Submitted by: Michelle Kellogg

Submitting Department: Public Utilities

Item Type: Staff Report

Agenda Section: NEW BUSINESS

Subject:

2021 Annual Drinking Water Quality Consumer Confidence Report
(A) Public Input

Suggested Action:

Attachments:

[2021 Annual Drinking Water Quality Consumer Confidence Report Staff Report](#)



City Council Staff Report

Subject: 2021 Annual Drinking Water Quality Consumer Confidence Report
Author: Michelle De Haan, Water Quality and Treatment Manager
Department: Public Utilities
Date: June 16, 2022
Type of Item: Informational

Each year, the Public Utilities Department publishes its Annual Water Quality Consumer Confidence Report to review drinking water quality and provide information to the public regarding projects completed for the year as well as upcoming projects. This annual publication is also required by the EPA and the Utah Division of Drinking Water (DDW).

A copy of the report is available, prior to mailing to all water customers, [here](#). The Consumer Confidence Report will be mailed by June 30th to both Park City zip codes and English and Spanish versions available on the City's website. Additional spanish language hard copies will be distributed by the Community Engagement Team to focused outreach neighborhoods and stakeholders.

Report highlights include:

- The Bottom Line: Park City water continues to be of superior quality and complies with Federal and State drinking water quality standards. We should all drink Park City water with confidence and pride.
- [WaterSmart](#) Reminder – this summer during the statewide drought, we can make a difference! Community actions last year made great advances to conserve use of water. We plan to promote and encourage the WaterSmart program again this spring and summer. We recommend limiting outdoor irrigation to twice per week where possible. By code, irrigation may not occur more frequently than every other day. Please remain mindful of your water usage and look for ways to conserve.
- Update on the considerable progress of the 3Kings WTP, part of our continued investment in our water treatment infrastructure including complying with Clean Water Act stream standards for Judge and Spiro Tunnels and increasing overall drinking water treatment system capacity.
- Successful 6-week advanced water main cleaning with the Ice Pigging process in Thaynes and Iron Canyon neighborhoods.
- Recently revised EPA lead and copper rules require verification that there are no lead service lines in Park City, requiring physical inspection of homes' service lines built before the 1988 Lead Ban on the homeowner and City side of the meter by Fall 2024. We have developed an inspection form for homeowners to assess their side of the meter, and are awaiting EPA guidance to determine acceptable inspection methods for example with hydrovac excavation of the City side of the meter.

- Regular sampling results from the 2022 Lead and Copper water sampling program continue to read well below EPA action levels, with lead results ranging from <0.5-4.5 parts per billion (ppb) in comparison with the 15 ppb action level.
- Monitoring results from proactive, voluntary monitoring assists Park City, Utah DDW, and the EPA in understanding the potential for occurrence of contaminants being considered for future regulation.
 - Our water quality scientists are evaluating the potential that Nordic fluorocarbon ski wax may be responsible for low level PFAS concentrations in well waters. These types of waxes, which have not been utilized by Whitepine Nordic Center for several years, were banned in advance of the 2022 Winter Olympics, which should considerably reduce their prevalence in mountain towns across the west. In addition, a targeted public education campaign is being considered regionally to limit further use and negative impacts on the local environment.
- Again, a copy of the full report is available, prior to mailing to all water customers, [here](#).

Council Agenda Item Report

Meeting Date: June 16, 2022

Submitted by: Michelle Kellogg

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section: NEW BUSINESS

Subject:

Consideration to Approve an Economic Development Grant Contract for \$10,000 for Wild Events, LLC
(A) Public Hearing (B) Action

Suggested Action:

Attachments:

[Wild Event Studio Grant Staff Report](#)

[Exhibit A: Wild Event Studio Grant Contract](#)

[Exhibit B: Wild Event Studio Grant Study](#)

[Exhibit C: Wild Event Studio Application](#)

[Exhibit D: PCMC Grant History](#)

City Council Staff Report



Subject: Economic Development Grant Application –
Wild Event Studio, Ellie Cutting
Author: Jonathan Weidenhamer, Economic Development Manager
Department: Economic Development
Date: June 16, 2022
Type of Item: Administrative - Award of Economic Development Grant

Summary Recommendations

City Council should hold a public hearing and approve an Economic Development Grant Contract for \$10,000 for Wild Events, LLC pursuant to Utah Code Section 10-8-2 and the applicant's ability to meet the City's Economic Development Grant Criteria (Exhibit B).

Executive Summary

Ellie Cutting, the owner of Wild Events, LLC, requests \$20,000 in business relocation and expansion assistance for Wild Event Studio. The Economic Development Manager is recommending an award of \$10,000. The grant will assist with adding additional staff, increasing inventory, and offsetting overhead, including transport costs and rent resulting from securing a physical location within Park City. The Economic Development Manager finds the business has a sustainable, growth-based business plan to improve sales tax revenues and promote a unique, locally based business.

Background

On May 5, 2022, staff received a grant proposal from Ellie Cutting, owner of Wild Event Studio (Exhibit C). We worked with the owner to gather additional information and conduct interviews with the owner. With input from Council Liaison Dickey, the Economic Development Manager has reviewed the application and business plan and recommends an award of \$10,000.

For an overview of the business, the following is taken from Ms. Cutting's application:

WILD EVENT STUDIO MISSION

The mission of Wild Event Studio is to provide unique, curated tabletop rentals to a consumer base in and around Park City. I do this by addressing two primary channels: professional event and wedding planners; and via direct-to-consumer. Working in collaboration with our partners and end customers, I provide distinctive event rentals that balance the unique atmosphere and environment that make a Park City event uniquely special.

WILD EVENT STUDIO OFFERINGS

A Full list and portfolio images can be found at www.wildeventstudio.com

My offerings consist of tableware and accessories, namely chargers (presentation plates), flatware, glassware, dinnerware, and event accessories. I strive to source quality, timeless, versatile pieces I strive every day to develop an offering that appeals to our consumer, namely an organic, modern aesthetic that compliments the beauty and uniqueness of Utah.

The applicant seeks grant funds to assist with hiring additional staff, increasing inventory, and offsetting overhead, including transport costs and rent, resulting from securing a physical location within Park City. At her 1950 Woodbine Way location, she stores her inventory and washes equipment after events. She ultimately hopes to grow into a space where she can warehouse and wash equipment alongside a showroom for clients, planners, and other event production staff to visit and execute mock-ups to promote sales.

As detailed in Exhibit C, Wild Event Studio will operate and provide services consistent with our community ethos, long-term [strategic plan](#), and economic development goals. Examples include:

- Being a woman-owned business;
- Employing a diverse and inclusive staff;
- Continuing to participate in sustainable business practices that save water and reduce waste;
- Offering discounts to non-profit organizations; and
- Driving sales increases of 30% in 2022 and 2023 and 25% in 2024 and 2025.

Grant year	Year	gross sales	% change	direct taxes to PCMC
	2021	\$91,801		\$1,836
1	2022	\$119,340	30%	\$2,387
2	2023	\$155,142	30%	\$3,103
3	2024	\$193,927	25%	\$7,326
		y 1-3 sum		\$12,815

Prior PCMC Economic Development Grant awards can be found in Exhibit D.

Analysis

Staff recommends a one-time grant of \$10,000 for business relocation and expansion, purchasing additional inventory, hiring additional staff, and offsetting transport costs.

The Economic Development Manager finds awarding the grant:

- a. Removes barriers and costs that typically limit the ability of small business owners to grow a sustainable business in Park City;

- b. Enables a multi-year resident of western Summit County to establish and own a business that meets a market need;
- c. Enables a woman-owned business to thrive;
- d. Is consistent with stated goals of the City's general plan and long-term [strategic plan](#);
- e. Is consistent with stated goals in the City's Economic Development [Plan](#); and
- f. Meets state code 10-8-2 in which It is considered a corporate purpose to appropriate money for any purpose that, in the judgment of the municipal legislative body, provides for the safety, health, prosperity, moral well-being, peace, order, comfort, or convenience of the inhabitants of the municipality.

The Economic Development Manager's analysis of the Grant criteria is included as Exhibit B. The analysis demonstrates there will be significant benefits in taxable revenues and our tourism, private event, and culinary brand by helping to establish this business. The direct sales tax revenues over three years offset the \$10,000 investment. There are also indirect benefits from the multiplier effect of a local business and the positive branding of having a curated tabletop rental business in Park City.

Public notice of the Council's consideration of this contract was published on May 28, 2022. We have received no input on the matter.

Contract Deliverables

If awarded the grant, Wild Event Studio's success will be measured on deliverables stated below and in Section II of the attached draft contract and submitted to Park City Municipal annually by June 30 during the term of the grant, starting in 2023. The contract must be in a form approved by the City Attorney.

These deliverables are:

- Document the annual number of events;
- Document annual sales revenues from events;
- Document direct-to-consumer sales;
- Quantify financial support or in-kind services for local community causes; and
- Join Recycle Utah's Green Business Program.

Funding Source

Due to the business location, the applicant is eligible for grant monies from the Lower Park Avenue Redevelopment fund (up to \$20,000). This approach is consistent with the award of four previous grants in this district. This amount is already budgeted and available for granting.

Attachments

- | | |
|-----------|--|
| Exhibit A | Wild Event Studio Draft Grant Contract |
| Exhibit B | Study - Staff analysis of application, State Appropriation, and Park City Grant Criteria |
| Exhibit C | Wild Events Studio Grant Application |
| Exhibit D | PCMC Economic Development Grant Program Award History |

ECONOMIC DEVELOPMENT GRANT CONTRACT

ECONOMIC DEVELOPMENT GRANT CONTRACT BETWEEN WILD EVENT STUDIO AND PARK CITY MUNICIPAL CORPORATION FOR BUSINESS RELOCATION AND EXPANSION.

THIS AGREEMENT is made and entered into this ____ day of June, 2022, by and between Wild Events, LLC, DBA Wild Event Studio (hereinafter "Wild Event Studio") and **PARK CITY MUNICIPAL CORPORATION**, a Utah municipal corporation, (hereinafter "City").

WITNESSETH:

WHEREAS, as part of the budget process, the City Council appropriates Economic Development funds to contract with organizations who meet the economic development grant program requirements outlined by the City's Budget Policy;

WHEREAS, organizations must meet specific criteria to be eligible for an Economic Development Grant Contract;

WHEREAS, applicants are eligible to apply for an Economic Development Grant Contract year-round, and the City will award contracts through an application process administered by the Economic Development Manager;

WHEREAS, pursuant to Section 10-8-2 of the Utah Code Annotated, the City Council hereby finds that the provision of City funds herein is consistent with the Park City General Plan and provides for the safety, health, prosperity, moral well-being, peace, order, comfort, or convenience of the inhabitants of the City;

WHEREAS, notwithstanding the recitals above, the City desires to provide grant funds in exchange for positive economic impact benefit at least equal to the current fair market value to the City's contribution; and

WHEREAS, the Economic Development Grant program committee and the City Council evaluated and approved the Economic Development grant request by Wild Event Studio for assistance in subsidizing equipment and other overhead costs needed to grow the business and secure a physical location in Park City.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the sufficiency of which is hereby acknowledged, that parties agree as follows:

ARTICLE I **TERM AND ALLOCATION**

Wild Event Studio shall have an Economic Development Grant contract with a term of three (3) years. The City will allocate the full grant amount upon execution by both parties.

TOTAL amount available for allocation: \$10,000; payable in year one.

ARTICLE II
SERVICES TO THE COMMUNITY

In exchange for the City's contribution, Wild Event Studio agrees to by June 30 each year of the term of the contract, starting in 2023:

- Document the annual number of events.
- Document annual sales revenues from events.
- Document direct-to-consumer sales.
- Quantify financial support or in-kind services for local community causes.
- Join Recycle Utah's Green Business Program.

Both parties agree that the above service provided to the community represents a good-faith exchange of current fair market value for the City's contribution.

ARTICLE III
HOLD HARMLESS/NO AGENCY

Wild Event Studio agrees to defend, indemnify, and hold harmless City, its officers, agents, and employees from and against all losses and expenses, including costs and attorney's fees, resulting from any injury, including death, to any person or damages to property of others arising out of the acts or omissions of Alpine Distilling in the performance of work under this Agreement. Wild Event Studio is an independent entity and nothing herein shall be construed to create any agency, nor employee relationship with the City.

ARTICLE IV
DISSOLUTION

On dissolution of the organization or project prior to three (3) years, any remaining funds attributable to the City shall revert to the City in a prorated amount.

ARTICLE V
RECORD KEEPING/AUDIT

Wild Event Studio agrees to keep accurate books and records of expenditures related to its operation. The City or its independent auditor reserves the right to conduct its own audit of books and records at reasonable times and places during ordinary business hours. If the grant money has not been used as agreed herein, the City shall be entitled to a full or partial refund of the grant.

ARTICLE VI
AMENDMENT

This Agreement may not be amended except by approval by City Council and an instrument in writing signed on behalf of each of the parties hereto.

ARTICLE VII
EFFECTIVE DATE

The effective date of this Agreement is the date first written above.

PARK CITY MUNICIPAL CORPORATION

Matt Dias, City Manager

Attest:

Michelle Kellogg, City Recorder

Approved as to form:

City Attorney's Office

Wild Event Studio

By: _____
Elizabeth Cutting, Owner

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this ____ day of July, 2022 before me, the undersigned notary, personally appeared Elizabeth Cutting, allowed by law, to be the person whose name is signed on the preceding or attached document, and he acknowledged that he signed it voluntarily for its stated purpose as Owner of Wild Events, LLC.

Notary Public

Appropriation Study to Award \$10,000 to Wild Event Studio.

Prepared by: Jonathan Weidenhamer, PCMC Economic Development Manager

Date: May 27, 2022

Pursuant to Section 10-8-2 of the Utah Code Annotated, the following factors and analysis were considered in the award of this contract and are the basis for its consideration.

More specifically, the Economic Development Manager finds the following statutory requirements within Section 10-8-2 have been considered:

- (3) It is considered a corporate purpose to appropriate money for any purpose that, in the judgment of the municipal legislative body, provides for the safety, health, prosperity, moral well-being, peace, order, comfort, or convenience of the inhabitants of the municipality subject to this Subsection (3).
 - (a) The net value received for any money appropriated shall be measured on a project-by-project basis over the life of the project.
 - (c) The municipality may consider intangible benefits received by the municipality in determining net value received.
 - (e)
 - (i) Before a municipality provides notice as described in Subsection (3)(d)(ii), the municipality shall perform a study that analyzes and demonstrates the purpose for an appropriation described in this Subsection (3) in accordance with Subsection (3)(e)(iii).
 - (ii) A municipality shall make the study described in Subsection (3)(e)(i) available at the municipality for review by interested parties at least 14 days immediately before the public hearing described in Subsection (3)(d)(i).
 - (iii) A municipality shall consider the following factors when conducting the study described in Subsection (3)(e)(i):
 - (A) what identified benefit the municipality will receive in return for any money or resources appropriated;
 - (B) the municipality's purpose for the appropriation, including an analysis of the way the appropriation will be used to enhance the safety, health, prosperity, moral well-being, peace, order, comfort, or convenience of the inhabitants of the municipality; and
 - (C) Whether the appropriation is necessary and appropriate to accomplish the reasonable goals and objectives of the municipality in the area of economic development, job creation, affordable housing, elimination of a development impediment, job preservation, the preservation of historic structures and property, and any other public purpose.

Analysis

Ellie Cutting, the owner of Wild Events, LLC, requests \$20,000 in business relocation and expansion assistance for Wild Event Studio. The Economic Development Manager is recommending an award of \$10,000. The grant will assist with adding additional staff, increasing inventory, and offsetting overhead, including transport costs and rent resulting from securing a physical location within Park City. The Economic Development Manager finds the business has a sustainable, growth-based business plan to improve sales tax revenues, and promote a unique, locally based business.

On May 5, 2022, staff received a grant proposal from Ellie Cutting, owner of Wild Event Studio (Exhibit C). Over several weeks, we have worked with the applicant to gather

additional information and conduct interviews with the owner. With input from Council Liaison Dickey, the Economic Development Manager has reviewed the application and business plan and recommends an award of \$10,000.

WILD EVENT STUDIO MISSION

The mission of Wild Event Studio is to provide unique, curated tabletop rentals to a consumer base in and around Park City. I do this by addressing two primary channels: professional event and wedding planners; and via direct-to-consumer. Working in collaboration with our partners and end customers, I provide distinctive event rentals that balance the unique atmosphere and environment that make a Park City event uniquely special.

WILD EVENT STUDIO OFFERINGS

A Full list and portfolio images can be found at www.wildeventstudio.com

My offerings consist of tableware and accessories, namely chargers (presentation plates), flatware, glassware, dinnerware, and event accessories. I strive to source quality, timeless, versatile pieces I strive every day to develop an offering that appeals to our consumer, namely an organic, modern aesthetic that compliments the beauty and uniqueness of Utah.

Wild Event Studio will operate and provide services consistent with our community ethos, long-term strategic plan, and economic development goals as detailed in their application. Examples include:

- Being a woman-owned business;
- Employing a diverse and inclusive staff;
- Continuing to participate in sustainable business practices that save water and reduce waste.
- Offering discounts to non-profit organizations.
- Driving sales increases of 30% in 2022 and 2023 and 25% in 2024 and 2025.
-

Grant year	C. Year	gross sales	% change	direct taxes to PCMC
	2021	\$91,801		\$1,836
	2022	\$119,340	30%	\$2,387
1	2023	\$155,142	30%	\$3,103
2	2024	\$193,927	25%	\$7,326
3	2025	\$242,409	25%	\$12,815
		y 1-3 sum		\$23,244

The Economic Development Manager finds awarding the grant:

- a. Removes barriers and costs that typically limit the ability of small business owners to grow a sustainable business in Park City.

- b. Enables a multi-year resident of western Summit County to establish and own a business that meets a market need.
- c. Enables a woman-owned business to thrive.
- d. Is consistent with stated goals of the City's general plan and long-term [strategic plan](#).
- e. Is consistent with stated goals in the City's Economic Development [Plan](#).
- f. Meets state code 10-8-2 in which It is considered a corporate purpose to appropriate money for any purpose that, in the judgment of the municipal legislative body, provides for the safety, health, prosperity, moral well-being, peace, order, comfort, or convenience of the inhabitants of the municipality.

The Economic Development Manager finds:

1. In the judgment of the municipal legislative body, this grant provides for the safety, health, prosperity, moral well-being, peace, order, comfort, or convenience of the inhabitants of the municipality subject to detailed findings at the end of the report.
2. The net value received for any money appropriated has been measured over the life of the project. Staff finds the direct taxable value to PCMC exceeds the \$10,000 appropriation.
3. The municipality has considered intangible benefits received by the municipality in determining net value received, including the importance of organized non-profit social gatherings, additional gains in culinary and distilling tourism, and having a package agency in Park City.

The City Recorder published Public notice of the Council's consideration of this contract on May 28, 2022. We received no input on the matter.

The grant request is considered pursuant to Utah Code Section 10-8-2 and evaluated by the Economic Development Manager and the City Council Liaisons to Economic Development per the following PCMC criteria:

Criteria #1 – The organization must demonstrate a sound business plan that strongly supports the prioritized Goals of the current City Economic Development Plan.

The applicant has shown proof of concept by founding her business in 2019 and opening during the 2020 Sundance Festival, just before the Covid pandemic in March 2020. She has grown her sales from \$9,748 in 2020 to \$91,801 in 2021. She is entering her third year of business and has secured a lease in Park City.

The City's Economic Development Strategic Plan recognizes the strategy of providing a sustainable business environment by upholding a healthy business environment that allows current businesses, especially small businesses, to thrive. Economic Development staff's understanding of the event, hotel conference, and wedding market yields a strong belief in the quality of the product, the applicant's vision, and the business's ability to

succeed. As described in the attached application and understanding of the services provided, the Economic Development Manager believes there is a huge opportunity in our hotel conference and event market for this niche. The applicant executed 85 events in 2021 for gross revenues of \$92,000 in 2021 and projects revenues of \$119,000 in 2022 and \$155,000 in 2023.

Criteria #2 – Organizations must commit to and demonstrate the ability to do business within the City limits for no less than three years. Funding cannot be used for one-time events. The applicant entered into a multi-year lease to be in Park City. The applicant agrees to maintain a business in Park City limits for a minimum of three years and is willing to reimburse a pro-rated share of any grant if not.

Criteria #3 — The organization must produce items or provide services that are consistent with the Economic Development Work Plan and align with the City's General Plan to enhance the safety, health, prosperity, moral well-being, peace, order, comfort, or convenience of the inhabitants of the City. The organization must either conditionally agree to participate in or expand programs or services, otherwise providing evidence of existing services and initiatives consistent with the goals stated in Park City's Biennial Strategic Plan in Housing, Transportation, Energy, and Social Equity.

As described in the application and business plan, the applicant provides options for Park City event venues or planners to rent boutique equipment locally.

Staff finds the applicant meets the criteria based on being consistent with or forwarding:

PCMC Critical Goals - The Park City Council Goals, Priorities, and Long-Term Strategic Plan can be found here ([PCMC Strategic Plan and Community Priorities](#)). Under the goal of an Inclusive and Healthy Community, the desired outcomes of "live and work locally," "distinctive sense of place," Walkable and bike-able community," "mental, physical and behavioral health, and "vibrant arts and culture," are noted.

Under Thriving Mountain Town, the desired outcome of a "resilient and sustainable economy is stated.

Under Preserving and Enhancing the Natural Environment, the desired outcome of "environmental pollution mitigation" is stated.

PCMC Economic Development Plan - Committing funds is consistent with the City's Economic Development Plan ([ED Plan link](#)), p.3, which notes, "Attention will be focused on the complementary industries to the tourism economy to help to diversify the local economy, [including] ... "Boutique Industries."

Additionally, Strategy Two of the Economic Development Plan prioritizes developing a "Business retention and attraction plan," with a specific deliverable being an economic development grant program. Providing funds to support a local business startup aligns with community moral well-being goals for a Thriving Mountain Community. Staff finds

that the applicant's work for and support of the Park City Foundation's annual Live/Give Event provides for the economic health and prosperity, comfort, and convenience of many residents by facilitating a well-produced event that supports community giving.

The Economic Development Manager finds that Wild Event Studio is a unique business started up by Summit County residents that is a market-ready opportunity to diversify our economy, consistent with multiple community critical priorities and PCMC's Economic Development Plan.

Criteria #4 – The organization must demonstrate a substantial contribution to the central goals of the City's General Plan, including a specific and significant commitment to the majority of the main sectors of:

- a. Fostering a strong sense of community vitality and vibrancy.
- b. Respecting and conserving the natural environment.
- c. Promoting balanced, managed, and sustainable growth.
- d. Supporting and promoting diversity in people, housing, and affordability.
- e. Supporting a diverse, stable, and sustainable economy.
- f. Preserving a strong sense of place, character, and heritage.

Staff finds the goals stated in the Wild Event Studio application align with the future development plan of Park City through the applicant's intention as a Summit County resident to operate a small business within City limits. Doing so supports a diverse, stable, and sustainable economy. The applicant intends to keep the entire conference and wedding event industry w, benefiting from additional media exposure and curated media views. The applicant will offer their services at least once annually at a discounted rate for a local non-profit. These efforts will allow residents and visitors to enjoy enhanced event experiences.

The applicant has lived in the community since 2010 and is committed to sustaining their residency.

Criteria #5 – Fiscal Stability and Other Financial Support: The organization must have the following: (1) A clear description of how public funds will be used and accounted for; (2) Other funding sources that can be used to leverage resources; (3) A sound financial plan that demonstrates managerial and fiscal competence.

The applicant intends to use the funds for:

Additional Staffing, Inventory, and to offset transportation costs. *Hiring additional staff will allow the applicant to focus on sales and marketing. Adding additional inventory at wholesale prices will increase sales both for events and for the direct-to-consumer portion of her business.*

Staff finds that the appropriation is appropriate to accomplish the municipality's reasonable goals and objectives in economic development and job creation and remove typical impediments such as transportation, staffing, equipment, and other overhead costs that may preclude the applicant from finding success and creating a sustainable business. Furthermore, the Economic Development Manager finds the applicant will promote and further goals stated in the communities' critical priorities of Preserving the environment, providing an inclusive community, and supporting a thriving mountain town.

Criteria #6 –The organization can forecast the ability to achieve direct or indirect economic/tax benefits equal to or greater than the City's contribution at the time of application.

The applicant projects sales to increase 30% from \$119,000 in 2022 to \$155,143 in 2023. She projects another 30% increase in 2024 to \$193,927. The direct sales tax expected for PCMC over that time is \$12,815.

Grant year	Year	gross sales	% change	direct taxes to PCMC
	2021	\$91,801		\$1,836
1	2022	\$119,340	30%	\$2,387
2	2023	\$155,142	30%	\$3,103
3	2024	\$193,927	25%	\$7,326
		y 1-3 sum		\$12,815

When combined with the indirect benefits of a small business operated by a resident, adding up to four additional employees, coupled with just under a 4x multiplier effect¹ of local spending, staff forecasts benefits greater than the grant appropriation of \$10,000.

Criteria #7- The organization should show a positive contribution to diversifying the local economy by increasing year-round business opportunities, creating new jobs, and increasing the local tax base.

*If the applicant realizes their sales projections, they will add approximately 2-4 new jobs in the service sector. Staff believes that hiring numerous staff, adding additional equipment, and expanding marketing efforts will increase sales year over year, paving a more sustainable business plan. When coupled with stated diversification goals within the existing conference and event space, **staff finds the municipality will have numerous intangible benefits, and direct economic benefits will be received from the municipality.***

Exhibits

Grant Application, submitted by Wild Event Studio (Exhibit C)

DRAFT

Jonathan Weidenhamer
Economic Development Manager
Park City Municipal Corporation

Dear Mr. Weidenhamer,

I am pleased to submit Wild Event Studio's economic development grant proposal to Park City Municipal Corporation. Wild Event Studio is hoping to receive \$20,000 in grant funding to grow within the Park City community.

My proposal includes an overview of my company, my plan for growth, how I will allocate the grant funds, financial projections, and how Wild Event Studio aligns with Park City's economic development goals. I believe I meet the grant criteria as a positive impact on Park City's event and destination wedding industry

Thank you for your consideration. Please let me know if I can supply any more information.

Sincerely,

Ellie Cutting
Owner
Wild Event Studio
1950 Woodbine Way #1, Park City UT 84060
www.wildeventstudio.com

WILD.
EVENT STUDIO

WILD EVENT STUDIO EXECUTIVE SUMMARY

WILD EVENT STUDIO

I founded Wild Event Studio in 2019 after having spent ten years in the event and hospitality industries. Over several years producing events, I saw many companies in larger markets beginning to offer high quality, boutique, tabletop rental offerings, and saw no similar options arising in Utah. I took the chance to begin looking into options to offer to the Utah rental market, narrowing in on items that would compliment the venues of Utah, and Park City specifically. The alternative for any person hosting an event in Park City was to either: 1. Rent low-quality, generic event supplies from Salt Lake City or Provo; or 2. Rent costly, boutique event supplies from other states. I am fortunate to have a wide network within the event industry, and was able to hear about their desires and get feedback to confirm my initial assumptions that Park City was needing options. Park City is an ever-expanding destination event location, and now has the event services to serve a wider client base. Styled shoots and real events can produce viral images that continue to develop interest for the included vendors for years. The more striking the event offerings, including tableware, chairs, tables, florals, and decor, the more likely for the images to be circulated among vendors, potential clients, and within the industry. Many event planners, photographers, and venues use these images to market Utah as an event destination. Our products have been in countless publications, including Vogue, Utah Bride & Groom, Rocky Mountain Bride, and Style Me Pretty, and many others.

[Vogue Article about eloping](#)

Because the company was founded in 2019, I would be remiss to leave out mention of the effects of Covid-19 on myself and the entire industry. In January of 2020, I was ready to launch a full collection in preparation for our first wedding season, which would have begun bringing in revenue that spring. In preparation for the season, I had taken out thousands of dollars in loans and incurred debt on credit cards. This undoubtedly started the company in the wrong direction, amassing debts with no income in sight. PPP Loans were not an option, as I had no "loss of income" to show, with 2020 being my first income-generating year. I was fortunate enough to bring in enough income in 2021 to mitigate some of that debt, however the business still feels the effects of that first year, in addition to the loss of income from canceled Sundance events in 2021. I have yet to pay myself a salary for the work done, as all money has gone back into the business.

In 2021, I was able to execute 85 events on my own for a gross revenue of over \$90,000. In 2022, the event and wedding industry is experiencing a boom, and I am already looking at 71 events for a gross total of \$105,000, knowing that many bookings are yet to come.

DRAFT

WILD EVENT STUDIO IN THE FUTURE

When I began, my 3-year goal was to grow Wild Event Studio to be the number one specialty tabletop event rental company in Park City. Now in my third year in business, that goal has been realized. I am considered the go-to for high end tabletop rentals throughout the state, especially among Park City's event planners and venues. This growth is not without its challenges and many learning opportunities. Inventory, warehousing, transportation, and staffing are all among the challenges I face to scale the business. To meet the demand, I will not only need to scale up my inventory, but also my physical location. The landscape for locations in Park City is challenging, as there are few options for large, affordable, industrial spaces that can handle the volume I will grow into. I plan to stay within city limits for the convenience to clients and proximity to event venues. My hope is to grow into a space where I can warehouse and wash alongside a showroom for clients, planners, and florists to visit and execute mock-ups: something many planners have expressed a desire for. I plan to expand the team to include more than just myself, and I hope to mentor someone, ideally from an underserved community, who would like to work in the events industry. Alongside hiring that individual, the need for warehouse and transport labor will be pressing as the workload continues to grow.

SUSTAINABILITY GOALS

An unfortunate by-product of the event industry is the waste created, especially in the name of sanitation. The goal in 2022 is to convert the use of any disposable item, namely the use of plastic bags to transport clean dishware, into a biodegradable and/or compostable option. I have already begun using biodegradable and reusable labels and removed plastic from non-food contact items (with permission from the client). I use a water efficient dishwasher and aim to buy an electric truck for transport and delivery. I am joining Recycle Utah's Green business program and attempt to divert most landfill-bound refuse to Recycle Utah.

WILD EVENT STUDIO MISSION

The mission of Wild Event Studio is to provide unique, curated tabletop rentals to a consumer base in and around Park City. I do this by addressing two primary channels: professional event and wedding planners; and via direct-to-consumer. Working in collaboration with our partners and end customers, I provide distinctive event rentals that balance the unique atmosphere and environment that make a Park City event uniquely special.

DRAFT

WILD EVENT STUDIO OFFERINGS

A Full list and portfolio images can be found at www.wildeventstudio.com

My offerings consist of tableware and accessories, namely chargers (presentation plates), flatware, glassware, dinnerware, and event accessories. I strive to source quality, timeless, versatile pieces I strive every day to develop an offering that appeals to our consumer, namely an organic, modern aesthetic that compliments the beauty and uniqueness of Utah.



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WILD EVENT STUDIO FOUNDER

Ellie Cutting

I founded Wild Event Studio out of necessity and a desire to work and live in Park City. After years with High West Distillery, they were purchased by an out-of-state corporation, and I chose to leave the company rather than relocate to another state. After several months of looking for viable work in Park City, I was disappointed to have not found work within city or even county limits. An idea that had been brewing for some time finally seemed like the perfect way to employ myself in Park City. With over ten years of event planning, design, and production experience, I had always remarked at the lack of quality event supplies in our local market, depending rather on Salt Lake, out of state, or do-it-yourself alternatives. Event planners often do not own their own inventory of rental items, so they are frequently tasked with finding tabletop items to fit the aesthetic of the event. In addition to running Wild Event Studio full time, I am employed by Park City Community Foundation as their Events & Communications manager, managing their full event calendar and Live PC Give PC.

WILD EVENT STUDIO FINANCIAL GROWTH

Wild Event Studio's financial growth depends on support from new and repeat customers. Our primary customers are the event planners and catering companies in and around Park City, with a current roster of over 125 active clients. This has required building strategic partnerships with local event professionals around town, and continuing to add diverse options with changing trends. I am fortunate to have a relationship with dozens of event industry professionals around the area, who continue to be my sounding board, providing industry expertise, feedback, and access to styled shoots. Many of these planners have multiple events every weekend during the height of wedding season and are major players during the Sundance Film Festival event season. My financial growth is dependent on maintaining a relationship with these planners to build an inventory that adapts to the year's trends.

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WILD EVENT STUDIO FINANCIAL PROJECTIONS

The economic development grant would aid in my growth of inventory, expansion, staffing, and transportation. I plan to use the funds as working capital to supplement rent and licensing fees

Please see attached P&L from 2020 and 2021, along with confirmed and quoted events for 2022.

The following numbers are based off of the assumption of a min 25% growth over the next four years. I foresee the backlog of events to continue the “boom” until 2023, and then level off slightly as the effects of the pandemic slow down.

	Expected growth	Approx sales/Actuals/YTD	Sales Tax
2020		\$ 9,748.13	
2021		\$91,800.51	
2022	30%	\$23,442.62 YTD \$119,340 forecast	\$ 10,800
2023	30%	\$155,142	\$ 14,040
2024	25%	\$193,927	\$ 17,550
2025	25%	\$242,409	\$ 21,938

DRAFT

GRANT PROPOSAL

Criteria 1:

Wild Event Studio is applying for a \$20,000 grant for inventory acquisition and operating expenses. I plan to use the \$20,000 funding towards:

1. Purchase of additional inventory items and hiring of local staff to keep up with demand, allowing me to take on more volume.
 - a. Currently I work alone, which limits the volume I can take on not only per-day but also per-event.
 - b. My goal in the future is to source inventory mainly from domestic companies or small operations, which are currently cost-prohibitive.
2. Transport & trucking
3. Supplementing rent costs

Criteria 2: Ability to do Business in Park City for no less than 3 years

The Park City market has shown proof of concept, and will only grow over the next five to ten years. I am in a multi-year lease in the Ironhorse area of town and will look to stay within city limits. I am a homeowner in Snyderville Basin and plan to live here for the foreseeable future.

Criteria 3: Must provide products or services consistent with economic development work plan – enhance safety, health, prosperity, moral well-being, peace, order, comfort, or convenience of the inhabitants of Park City

I provide a convenient option for event planners and clients who choose to do business in Park City. Currently the only options for planners and clients is to rent products from surrounding cities and states, which can be costly and inconvenient. Additionally, clients who choose to host events in Park City want a particular look that complements the scenery, something that out-of-state competitors are not able to provide. Additionally, I offer discounts to non-profit organizations, such as the Lindsay Vonn Foundation, who will be renting from us this May.

Criteria 4: Fiscal Stability and clear description of how public funds will be used and accounted

See above

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Criteria 5: Forecast at time of application an ability to achieve direct or indirect economic/tax benefits equal to or greater than the city's contribution

In 2021, I paid \$6,194 in sales tax to Snyderville Basin

In Q1 of 2022, I paid \$1014.18 in sales tax to Snyderville Basin

As I am now located in Park City, the sales tax revenue is forecasted to be over \$6000 for the remainder of 2022.

Criteria 6: positive contribution to diversifying the local economy – increasing jobs, local tax base etc.

Park City has long been a destination for event planners and clients looking for a unique and beautiful backdrop for their event. These clients have chosen one of the best venues in the western United States and they know that every element in their event should reflect their discerning taste and individual personality. I am the only local company who can provide the elements these clients can use to make their vision come to life. As Park City continues to grow as a destination event location, the event services industry must also grow to enhance the industry's offerings and remain competitive among other destinations.

Exhibit D – Background of PCMC Economic Development Grants

In 2006 Park City created the Economic Development Grant program. Economic Development Grants give businesses financial assistance to grow themselves aligned with critical community goals and State criteria. The following funds are available annually within the program but are absorbed back into their respective fund if not awarded before the end of the fiscal year. The same amount starts over with the advent of the next fiscal year:

Anywhere in City limits (general fund)	\$10,000
Lower Park RDA	\$20,000
Main St. RDA	\$20,000

Since the inception of the program, the following received PCMC Economic Development Grants:

Year	Who	Amount	Term Exp.	Succeed through term	Still Operating (or some derivative)
2006	Center for Applied Media	\$18,000		y	y
2007	Oquirrh Institute for Public Policy	\$10,000		n	n
2008	Park Silly Sunday Market	\$7,000		y	y
2009	High West	\$11,000		y	y
2009	PC Performing Arts Foundation	\$9,000		y	y
2010	Local Tourist*	\$15,000		n	y
2014	Soul Poles	\$20,000	June 2017	y	y
2015	Ritual Chocolate	\$20,000	April 2018	y	y
2016	Avatech	\$30,000	July 2021	y	n
2016	Anomaly Action Sports	\$20,000	Nov 2019	Y	y
2017	Motherlode	\$11,600	June 2020	n	y
2018	Red Flower	\$15,000	May 2021	y	y
2019	Auntie Em's	\$10,000	Aug 2022	-	y
2021	Offset Brewing	\$20,000	July 2024	-	y
	*\$10,000/year for FY 16,17,18 of General Fund \$				

*Local Tourist, a marketing company, was awarded a \$15,000 grant (\$5,000 for developing local content, \$10,000 for a trip planning tool). While the business didn't succeed its entire term, the owner, Alan Mao, grew it into a holding company after acquiring Special Request & Grocery Girls. Both acquisitions were aimed at servicing high-end clientele with concierge-level services available for the first time to Vacation Rental customers. In 2012 Local Tourist brought on an operating partner and the owner joined RealtyTrac as Vice President in charge of business development. Mr. Mao continues to participate in the local economy as part of Lazlo Group.

Council Agenda Item Report

Meeting Date: June 16, 2022

Submitted by: Michelle Kellogg

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section: NEW BUSINESS

Subject:

Consideration to Approve an Economic Development Grant Contract for \$20,000 for Alpine Distilling
(A) Public Hearing (B) Action

Suggested Action:

Attachments:

[Alpine Pie Bar Grant Report](#)

[Exhibit A: Alpine Pie Bar Grant Contract](#)

[Exhibit B: Alpine Pie Bar Grant Study](#)

[Exhibit C: Alpine Pie Bar Grant Application](#)

[Exhibit D: PCMC Grant History](#)

City Council Staff Report



Subject: Economic Development Grant Application –
Alpine Distilling (Pie Bar)
Author: Jonathan Weidenhamer, Economic Development Manager
Department: Economic Development
Date: June 16, 2022
Type of Item: Administrative - Award of Economic Development Grant

Summary Recommendations

Staff recommends City Council hold a public hearing and approve an Economic Development Grant Contract for \$20,000 for Alpine Distilling pursuant to Utah Code Section 10-8-2 and the applicant's ability to meet the City's Economic Development Grant Criteria (Exhibits B).

Executive Summary

Rob and Sara Sergent, owners of Alpine Distilling, request \$20,000 in business relocation and expansion assistance for the Alpine Pie Bar's relocation from 350 Main and expansion into 364 Main Street. The grant will be used to offset the \$52,000 municipal water impact fee and other equipment and tenant improvement costs resulting from converting the space from retail use to a bar. The Economic Development Manager finds the conversion of the space will significantly improve sales tax revenues, and promote a unique, locally based business in a traditionally sub-performing space on Swede Alley, and therefore recommends a \$20,000 grant award.

Background

On February 16, 2022, staff received a grant proposal from Rob and Sara Sergent (attached). We worked with the applicant to gather additional information while they were completing tenant improvements. Economic Development staff and Council Liaisons Ryan Dickey and Jeremy Rubell conducted a site visit and informal interview with the Sergents. Economic Development Staff and Council Liaisons have reviewed the application and business plan and support the recommendation.

The Alpine Distilling Pie Bar presents a "curated experience" serving premium, self-distilled whiskey and gin – coupled with locally made pie from Auntie Em's. Rather than maxing out the occupancy to drive gross sales, the owners have a living room feel of spread out but private pods that enable a relaxed atmosphere where they can focus on providing an authentic experience through their purpose of "quality spirits, community service, and driving values."

From their application:

[Alpine Distilling] is in the business of crafting and selling premium distilled spirits that showcase our strengths for high-quality production and connecting with customers. We go to market with a portfolio of brands strategically positioned across the key spirits categories: Alpine Distilling Park City Whiskies and Gins; Lafayette Spiced Bourbon, AngeVert and Preserve liquors, Alpine Vodka, and options and experience for private labels. Our team embodies superior technical expertise, a passion for innovation, and performance orientation to create value for our customers and stakeholders. Our purpose(s) are: the relentless pursuit of improvement of our capabilities as flavorists, fulfilling our responsibility to the community impacted by our efforts, and driving a fair profit from our business pursuits.

The location has three licenses, 1) Manufacturing, 2) bar and 3) Package Agency, each having specific legal and staffing requirements and State fees and creating different revenue opportunities. The manufacturing license allows a unique gin distilling experience, where small groups are taught to distill their own bottle of gin.

The applicant specifically seeks grant funds to offset the Park City water impact fees (\$50,000) and other costs to open the new space (\$312,000 including furnishing, fixtures, and equipment (\$93,000); contractor (\$145,000); and rent/utilities (\$22,00)).

As detailed in their application (Exhibit C), Alpine Distilling will operate and provide services consistent with our community ethos, long-term [strategic plan](#), and economic development goals. Examples include:

- Employing a diverse and inclusive staff;
- Continuing to provide free access to the space to non-profits;
- Continuing to participate in community leadership boards and commissions;
- Continuing to participate in sustainable business practices that save water and reduce waste; and
- Driving sales increase for the three-year term of the grant, including a 151% increase from 2021 (\$247k) to 2022 (\$620k).

Prior PCMC Economic Development Grant awards can be found in Exhibit D.

Analysis

Staff recommends a one-time grant of \$20,000 for business relocation and expansion to offset the costs of opening the new location, including City water impact fees.

Staff finds awarding the grant:

- a. Removes barriers and costs that typically limit the ability of small business owners to grow a sustainable business in Park City;
- b. Enables 12-year residents of western Summit County to establish and own a business that meets a market need;
- c. Is consistent with stated goals of the City's general plan and long-term [strategic plan](#);

- d. Is consistent with stated goals in the City's Economic Development [Plan](#); and
- e. Meets state code 10-8-2 in which It is considered a corporate purpose to appropriate money for any purpose that, in the judgment of the municipal legislative body, provides for the safety, health, prosperity, moral well-being, peace, order, comfort, or convenience of the inhabitants of the municipality.

Staff's analysis according to Grant criteria is included as Exhibit B. Staff believes there will be significant benefits in taxable revenues and our tourism, distilling, and culinary brand by helping to establish this business. The direct sales tax revenues over three years offset the \$20,000 investment. There are also indirect benefits from the multiplier effect of a local business and the positive branding of having a distillery and package agency in Park City.

Public notice of the Council's consideration of this contract was published on May 28, 2022. We have received no input on the matter.

Contract Deliverables

If awarded the grant, Alpine Distilling's success will be measured on deliverables stated below and in Section II of the attached draft contract and submitted to Park City Municipal annually by June 30 during the term of the grant, starting in 2023. The contract must be in a form approved by the City Attorney.

These deliverables are:

- Document annual sales revenues for the bar (liquor, food, and merchandise);
- Document annual sales of the package store;
- Provide an annual overview of marketing, branding, and social media plan; and
- Document the number of non-profit uses of the space, exceeding four annually.

Funding Source

Due to the business location, the applicant is eligible for grant monies from the Main Street Redevelopment fund (\$20,000). This approach is consistent with the award of four previous grants in this district. This amount is already budgeted and available for granting.

Attachments

Exhibit A	Alpine Distilling Draft Grant Contract
Exhibit B	Study - Staff analysis of application, State Appropriation, and Park City Grant Criteria
Exhibit C	Grant Application
Exhibit D	PCMC Economic Development Grant Program Award History

ECONOMIC DEVELOPMENT GRANT CONTRACT

ECONOMIC DEVELOPMENT GRANT CONTRACT BETWEEN ALPINE DISTILLING AND PARK CITY MUNICIPAL CORPORATION FOR BUSINESS RELOCATION AND EXPANSION.

THIS AGREEMENT is made and entered into this _____ day of June, 2022, by and between GA, LLC, DBA Alpine Distilling (hereinafter "Alpine Distilling") and **PARK CITY MUNICIPAL CORPORATION**, a Utah municipal corporation, (hereinafter "City").

WITNESSETH:

WHEREAS, as part of the budget process, the City Council appropriates Economic Development funds to contract with organizations who meet the economic development grant program requirements outlined by the City's Budget Policy;

WHEREAS, organizations must meet specific criteria to be eligible for an Economic Development Grant Contract;

WHEREAS, applicants are eligible to apply for an Economic Development Grant Contract year-round, and the City will award contracts through an application process administered by the Economic Development Grant Program Committee;

WHEREAS, pursuant to Section 10-8-2 of the Utah Code Annotated, the City Council hereby finds that the provision of City funds herein is consistent with the Park City General Plan and provides for the safety, health, prosperity, moral well-being, peace, order, comfort, or convenience of the inhabitants of the City;

WHEREAS, notwithstanding the recitals above, the City desires to provide grant funds in exchange for positive economic impact benefit at least equal to the current fair market value to the City's contribution; and

WHEREAS, the Economic Development Grant program committee and the City Council evaluated and approved the Economic Development grant request by Alpine Distilling for assistance in subsidizing water impact fees and other tenant improvements needed to convert a new location from retail to bar use.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the sufficiency of which is hereby acknowledged, that parties agree as follows:

ARTICLE I TERM AND ALLOCATION

Alpine Distilling shall have an Economic Development Grant contract with a term of three (3) years. The City will allocate the full grant amount upon execution by both parties.

TOTAL amount available for allocation: \$20,000; payable in year one.

ARTICLE II
SERVICES TO THE COMMUNITY

In exchange for the City's contribution, Alpine Distilling agrees to by June 30 each year of the term of the contract, starting in 2023:

- Document annual sales revenues for the bar (liquor, food and merchandise).
- Document annual sales of the package store.
- Provide an annual overview of marketing, branding, and social media plan.
- Document the number of non-profit uses of the space, which shall exceed 4 annually.

Both parties agree that the above service provided to the community represents a good-faith exchange of current fair market value for the City's contribution.

ARTICLE III
HOLD HARMLESS/NO AGENCY

Alpine Distilling agrees to defend, indemnify, and hold harmless City, its officers, agents, and employees from and against all losses and expenses, including costs and attorney's fees, resulting from any injury, including death, to any person or damages to property of others arising out of the acts or omissions of Alpine Distilling in the performance of work under this Agreement. Alpine Distilling is an independent entity and nothing herein shall be construed to create any agency, nor employee relationship with the City.

ARTICLE IV
DISSOLUTION

On dissolution of the organization or project prior to three (3) years, any remaining funds attributable to the City shall revert to the City in a prorated amount.

ARTICLE V
RECORD KEEPING/AUDIT

Alpine Distilling agrees to keep accurate books and records of expenditures related to its operation. The City or its independent auditor reserves the right to conduct its own audit of books and records at reasonable times and places during ordinary business hours. If the grant money has not been used as agreed herein, the City shall be entitled to a full or partial refund of the grant.

ARTICLE VI
AMENDMENT

This Agreement may not be amended except by approval by City Council and an instrument in writing signed on behalf of each of the parties hereto.

ARTICLE VII
EFFECTIVE DATE

The effective date of this Agreement is the date first written above.

PARK CITY MUNICIPAL CORPORATION

Matt Dias, City Manager

Attest:

Michelle Kellogg, City Recorder

Approved as to form:

City Attorney's Office

Alpine Distilling

By: _____
Rob Sergent, Managing Director

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this ____ day of July, 2021 before me, the undersigned notary, personally appeared Rob Sergent, allowed by law, to be the person whose name is signed on the preceding or attached document, and he acknowledged that he signed it voluntarily for its stated purpose as Managing Director of Alpine Distilling.

Notary Public

Appropriation Study to Award \$20,000 to Alpine Distilling.

Prepared by: Jonathan Weidenhamer, PCMC Economic Development Manager

Date: May 27, 2022

Pursuant to Section 10-8-2 of the Utah Code Annotated, the following factors and analysis were considered in the award of this contract and are the basis for its consideration.

More specifically, the Economic Development Manager finds the following statutory requirements within Section 10-8-2 have been considered:

- (3) It is considered a corporate purpose to appropriate money for any purpose that, in the judgment of the municipal legislative body, provides for the safety, health, prosperity, moral well-being, peace, order, comfort, or convenience of the inhabitants of the municipality subject to this Subsection (3).
 - (a) The net value received for any money appropriated shall be measured on a project-by-project basis over the life of the project.
 - (c) The municipality may consider intangible benefits received by the municipality in determining net value received.
 - (e)
 - (i) Before a municipality provides notice as described in Subsection (3)(d)(ii), the municipality shall perform a study that analyzes and demonstrates the purpose for an appropriation described in this Subsection (3) in accordance with Subsection (3)(e)(iii).
 - (ii) A municipality shall make the study described in Subsection (3)(e)(i) available at the municipality for review by interested parties at least 14 days immediately before the public hearing described in Subsection (3)(d)(i).
 - (iii) A municipality shall consider the following factors when conducting the study described in Subsection (3)(e)(i):
 - (A) what identified benefit the municipality will receive in return for any money or resources appropriated;
 - (B) the municipality's purpose for the appropriation, including an analysis of the way the appropriation will be used to enhance the safety, health, prosperity, moral well-being, peace, order, comfort, or convenience of the inhabitants of the municipality; and
 - (C) Whether the appropriation is necessary and appropriate to accomplish the reasonable goals and objectives of the municipality in the area of economic development, job creation, affordable housing, elimination of a development impediment, job preservation, the preservation of historic structures and property, and any other public purpose.

Analysis

Rob and Sara Sergent, owners of Alpine Distilling, request \$20,000 in business relocation and expansion assistance for the Alpine Pie Bar's relocation from 350 Main and expansion into 364 Main Street. The grant will be used to offset the \$52,000 municipal water impact fee and other equipment and tenant improvement costs resulting from converting the space from retail use to a bar. The Economic Development Manager finds the conversion of the space will significantly improve sales tax revenues, and promote a unique, locally based business in a traditionally sub-performing space on Swede Alley.

On February 16, 2022, staff received a grant proposal from Rob and Sara Sergent (attached). Over months, we have worked with the applicant to gather additional

information while they were completing tenant improvements. Economic Development staff and Council Liaisons Ryan Dickey and Jeremy Rubell conducted a site visit and informal interview with the Sergeants. Economic Development Staff and Council Liaisons have reviewed the application and business plan and support the recommendation.

The location has three licenses, 1) Manufacturing, 2) bar and 3) Package Agency, each having specific legal and staffing requirements and State fees and creating different revenue opportunities. The manufacturing license allows a unique gin distilling experience, where small groups are taught to distill their own bottle of gin.

The applicant specifically seeks grant funds to offset the Park City water impact fees (\$50,000) and other costs to open the new space (\$312,000 including furnishing, fixtures, and equipment (\$93,000); contractor (\$145,000); and rent/utilities (\$22,00).

As detailed in their application, Alpine Distilling will operate and provide services consistent with our community ethos, long-term [strategic plan](#), and economic development goals. Examples include:

- Employing a diverse and inclusive staff.
- Continuing to provide free access to the space to non-profits.
- Continuing to participate in community leadership boards and commissions.
- Continuing to participate in sustainable business practices that save water and reduce waste.
- Driving sales increase for the three-year term of the grant, including a 151% increase from 2021 (\$247k) to 2022 (\$620k).

Staff finds awarding the grant:

- a. Removes barriers and costs that typically limit the ability of small business owners to grow a sustainable business in Park City.
- b. Enables 12-year residents of western Summit County to establish and own a business that meets a market need.
- c. Is consistent with stated goals of the City's general plan and long-term [strategic plan](#).
- d. Is consistent with stated goals in the City's Economic Development [Plan](#).
- e. Meets state code 10-8-2 in which It is considered a corporate purpose to appropriate money for any purpose that, in the judgment of the municipal legislative body, provides for the safety, health, prosperity, moral well-being, peace, order, comfort, or convenience of the inhabitants of the municipality.

The Economic Development Manager finds:

- 1. In the judgment of the municipal legislative body, this grant provides for the safety, health, prosperity, moral well-being, peace, order, comfort, or convenience of the inhabitants of the municipality subject to detailed findings at the end of the report.**
- 2. The net value received for any money appropriated has been measured over the life of the project. Staff finds the direct taxable value to PCMC exceeds the \$20,000 appropriation.**
- 3. The municipality has considered intangible benefits received by the municipality in determining net value received, including the importance of organized non-profit social gatherings, additional gains in culinary and distilling tourism, and having a package agency in Park City.**

The City Recorder published Public notice of the Council's consideration of this contract on May 28, 2022. We received no input on the matter.

The grant request is considered pursuant to Utah Code Section 10-8-2 and evaluated by the Economic Development Manager and the City Council Liaisons to Economic Development per the following PCMC criteria:

Criteria #1 – The organization must demonstrate a sound business plan that strongly supports the prioritized Goals of the current City Economic Development Plan.

The applicants have operated a Distillery in Summit County since 2017. They have enjoyed tremendous domestic and international success with their products, including a Top Ten USA Today reader's choice award in 2021 and a Gold Medal for the Gin of the Year award (London 2021).

The applicants operated the first Pie Bar in a smaller (365 sf) nearby space in 2020 and 2021 at a \$98.82 per seat performance (for 12 seats), resulting in \$247,000 in sales. In the new space, the applicant's business plan estimates a sales increase of 151% from 2021 to 2022 (\$620k). They further project growing sales in 2023 (\$694k) and 2024 (749k).

The City's Economic Development Strategic Plan recognizes the strategy of providing a sustainable business environment by upholding a healthy business environment that allows current businesses, especially small businesses, to thrive. Even more critical staff research yields a strong belief in the quality of the product. Having tasted several of the applicant's products, we find them unique, of top quality, and capable of identifying a prominent brand for Park City. We believe the owners will be able to meet their sales and growth projections. As described in the attached application, Staff believes there is a huge opportunity in our market for this niche.

Criteria #2 – Organizations must commit to and demonstrate the ability to do business within the City limits for no less than three years. Funding cannot be used for one-time

events. The applicant entered into a four-year lease with the owner of the building. The applicant agrees to maintain a business in Park City limits for a minimum of three years and is willing to reimburse a pro-rated share of any grant if not.

Criteria #3 — The organization must produce items or provide services that are consistent with the Economic Development Work Plan and align with the City's General Plan to enhance the safety, health, prosperity, moral well-being, peace, order, comfort, or convenience of the inhabitants of the City. The organization must either conditionally agree to participate in or expand programs or services, otherwise providing evidence of existing services and initiatives consistent with the goals stated in Park City's Biennial Strategic Plan in Housing, Transportation, Energy, and Social Equity.

As described in the application and business plan, the applicant has already or intends to:

- 1. Hire a diverse and inclusive workforce. Their current mix is over 30% Hispanic and 50% female. A health insurance plan paid time off, and a 401k plan is available benefits to all employees.*
- 2. Work with and support existing local businesses, including Recycle Utah, Park City Education Foundation, Park City Ski and Snowboard, Swaner Nature Preserve, Park City EATS, and the Youth Sports Alliance. They have committed to providing free access to the space for these or other non-profits at least four times per year.*
- 3. Participate in numerous community or State boards and commissions,s including the PTA at Parley's Park, PTO at Ecker Hill, the board of the Utah DABS Advisory Board, SKIUTAH Board, and the Park City Chamber of Commerce Marketing team, and the Park City Restaurant Board.*
- 4. Conduct environmentally responsible operations, already certified by Recycle Utah and awarded the Green Business award by Utah Business Magazine in 2021.*
- 5. Host media and Chamber familiarization tours.*

Staff finds the applicant meets the criteria based on being consistent with or forwarding:

PCMC Critical Goals - The Park City Council Goals, Priorities, and Long-Term Strategic Plan can be found here ([PCMC Strategic Plan and Community Priorities](#)). Under the goal of an Inclusive and Healthy Community, the desired outcomes of "live and work locally," "distinctive sense of place," Walkable and bike-able community," "mental, physical and behavioral health, and "vibrant arts and culture," are noted.

Under Thriving Mountain Town, the desired outcome of a "resilient and sustainable economy is stated.

Under Preserving and Enhancing the Natural Environment, the desired outcome of "environmental pollution mitigation" is stated.

PCMC Economic Development Plan - Committing funds is consistent with the City's Economic Development Plan ([ED Plan link](#)), p.3, which notes, "Attention will be focused on the complementary industries listed below to help to diversify the local economy, [including] Agra tourism & Boutique Industry, craft brewing/distilling, candy, skis, etc."

Additionally, Strategy Two of the Economic Development Plan prioritizes developing a "Business retention and attraction plan," with a specific deliverable being an economic development grant program. Providing funds to support a local business startup aligns with community moral well-being goals for a Thriving Mountain Community. Staff finds that Alpine Distilling's existing community partnerships provide for the economic health and prosperity, comfort, and convenience of many of the residents by providing premium distilled spirits, custom gin experience, local pie, and a package agency.

Noted in City Council's 2018 mid-year retreat regarding economic development were recommendations to:

- a. Diversify within the current destination economy, and*
- b. [Keep a] specific focus on culinary tourism.*

Investing in Offset Bier allows us to continue investing in, and supporting culinary economic diversification.

In summary, the Economic Development Manager finds that Alpine Distilling's Pie Bar is a unique business started up by Summit County residents is a market-ready opportunity to diversify our economy, consistent with multiple community critical priorities and PCMC's Economic Development Plan.

Criteria #4 – The organization must demonstrate a substantial contribution to the central goals of the City's General Plan, including a specific and significant commitment to the majority of the main sectors of:

- a. Fostering a strong sense of community vitality and vibrancy.***
- b. Respecting and conserving the natural environment.***
- c. Promoting balanced, managed, and sustainable growth.***
- d. Supporting and promoting diversity in people, housing, and affordability.***
- e. Supporting a diverse, stable, and sustainable economy.***
- f. Preserving a strong sense of place, character, and heritage.***

Staff finds the goals stated in the Alpine Distilling application align with the future development plan of Park City through the applicant's intention as a Summit County resident to operate a small business within City limits. Doing so supports a diverse, stable, and sustainable economy. The applicant intends to bring the community together via premium distilled spirits and local pie. The applicant will offer their space free of charge at least four times annually to local businesses and nonprofits. These efforts will allow patrons to build community ties and relationships further.

The applicants have lived in the community since 2010 and are raising children here. They each participate in community and state boards and commissions, including elementary and middle school PTOs, the Chamber, Park City Restaurant Association, Ski Utah, and the Department of Alcohol Services. They have curated relationships with other community endeavors, including Recycle Utah, Park City Ski and Snowboard, Swaner EATS, and Youth Sports Alliance.

Criteria #5 – Fiscal Stability and Other Financial Support: The organization must have the following: (1) A clear description of how public funds will be used and accounted for; (2) Other funding sources that can be used to leverage resources; (3) A sound financial plan that demonstrates managerial and fiscal competence.

The applicant intends to use the funds for:

Water Impact Fees, Equipment, and Tenant Improvements – The applicant incurred a \$52,000 water impact fee, part of over \$312,000 in equipment, tenant improvement, and other overhead costs to convert the retail space to a bar and package agency.

Sales Projections - The applicant projects a profit of \$246,674 in year one. Projections for year two identify earnings of \$620,000, and year three of \$694,000.. **Staff finds that the appropriation is appropriate to accomplish the municipality's reasonable goals and objectives in economic development, job creation, and remove typical impediments such as high rents and other overhead that may preclude the applicant from finding success and creating a sustainable business. Furthermore, the Economic Development Manager finds the applicant will promote and further goals stated in the communities' critical priorities of Preserving the environment, providing an inclusive community, and supporting a thriving mountain town.**

Criteria #6 –The organization can forecast at the time of application the ability to achieve direct or indirect economic/tax benefits equal to or greater than the City's contribution.

In terms of direct financial benefit to the municipality, the applicant is forecasting \$246,674 in sales at the end of their CY2022, which equates to \$4,933 in direct sales tax to Park City ($\$246,674 \times .02$ (City's direct sales tax percentage)). Economic Development staff is recommending a grant term of three years, gross sales and direct taxes to the municipality are estimated at \$31,213 over that time:

Year	Gross Sales	Direct Taxes to PCMC
2021	\$16,938	\$423
2022	\$246,674	\$4,933
2023	\$620,000	\$12,400
2024	\$694,000	\$13,880
sum 2022-24		\$31,213

When combined with the indirect benefits of a small business operated by a resident, adding up to 10 additional employees, coupled with just under a 4x multiplier effect¹ of local spending, staff forecasts benefits greater than the grant appropriation of \$20,000.

Criteria #7- The organization should show a positive contribution to diversifying the local economy by increasing year-round business opportunities, creating new jobs, and increasing the local tax base.

*If the applicant realizes their sales projections, they will add approximately 8-10 new jobs in the service sector. Staff believes that hiring numerous part-time servers, adding additional equipment, and expanding marketing efforts will increase sales year over year, paving a more sustainable business plan. When coupled with stated culinary tourism goals and diversification within the arts and culture space, **staff finds the municipality will have numerous intangible benefits and direct economic benefits will be received by the municipality.***

Exhibits

Grant Application, submitted by Alpine Distilling (Exhibit C)

¹ Wikstrom Economic Impact of Tourism 2009 – Wikstrom Economic & Planning Consultants Inc.



Alpine Distilling Pie Bar
Park City – Economic Grant Application
364 Main Street

February 16, 2022
Jonathan Weidenhamer
Economic Development Manager

Jonathan:

Please find the following from Alpine Distilling to serve as an application for the Main St, RDA Economic Grant program.

Alpine Distilling is a locally owned business that operates two locations in Summit County, 7132 Silver Creek Rd and our new space at 364 Main Street. The Alpine Pie Bar opened in 2019, sub-leasing space on the lower level at 350 Main restaurant. Our Economic Grant application request serves to aid our transition to 364 Main Street which we leased starting in January of 2022 for a term of four years.

Operating a business with the right values is a challenge on Main Street, and we're deeply committed to having the Pie Bar serve as a steward for our community. This grant will drive those values as outlined in the following information, and we're grateful that these programs are available for businesses like ours.

Thank you for your consideration.

Best,

Sara & Robert Sargent
Owners



The *Park City Community Vision and Core Values* document (the “Park City Vision and Values”) highlights four key areas strongly aligned with Alpine Distilling and support awarding the Economic Development Grant for our Main Street relocation. Those categories are:

1. Inclusive and Healthy Community
2. Engaged and Effective Government & Citizenry
3. Preserving and Enhancing the Natural Environment
4. Vibrant Arts & Culture

We will share a brief history of our company and expand on alignment and reasons for approval to follow.

We founded Alpine Distilling in 2017 producing and selling premium whiskey & gin. The starting costs for a distilling company are high: stills and bottling lines are expensive, recruiting and developing staffing takes time and cost, whiskey requires building aged inventory. Covid adversely affected our ability to operate and amplified our limited financial position. We have reached the stage where we are working to build our inventory in line with broadening sales and marketing activity. These are cemented in our ability to provide a premium, curated experience at our Pie Bar. We expect the 4th quarter of 2022 to be the first period with a positive cash flow run-rate, although the overall business is not projected to be profitable for 2022.

The Alpine Pie Bar opened three years ago in the lower level of 350Main restaurant, occupying 365 sqft and 12 seats. The concept is simply great cocktails and locally made pie. If you’re in Park City, having a great cocktail and an Auntie Em’s Pecan Pie (previous grant recipient), and you’re *not* in a good mood – there’s little to be done...To comply with state laws, we operate with three licenses: Manufacturing, Club (bar), and Package Agency. Each of these licenses has specific legal and staffing requirements in addition to the associated fees from state and local government entities.

The Alpine Pie Bar tenets are *true, good, beautiful*. Those could not hold if we didn’t seek accurate social equity in our staffing to reflect our community. Our staff is over 30% Hispanic, 50% female, including single mothers with the majority Summit County residents. We offer health insurance, paid time off, and a 401K plan. This is the first time this financial tool has been made available for many. We work in full transparency, allowing our team to participate in distilling, bottling, cocktail creation, and custom Gin making. A well-rounded education builds poise and manifests in superior engagements with our community. The Economic Grant will assist with our financial stability and for our staff’s continued employment.

Business stability allows us to further our community work with other local businesses, namely Recycle Utah, Park City Education Foundation, PCSS, Swaner Nature Preserve, EATS, and Youth Sports Alliance. As we may not donate alcohol, so we often seek a solution around staffing, custom tours, gin making experiences, the complimentary use of our space and education. This has been well received but is very labor-intensive and will be made more accessible by the increased Pie Bar staff.

My wife and I moved to Park City in 2010 to raise our family and participate in what we saw as an engaged and dynamic community. She was PTA President at Parley's Park for many years, and I served as PTO President at Ecker Hill. Currently, I sit on the board of directors for the Utah DABC, SKIUTAH, and the Park City Chamber of Commerce Marketing team. Sara sits on the Park City Restaurant Board and is often called on as champion female distiller to comment on the industry. We have represented Park City at events in Hong Kong, Shanghai, Berlin, London, Edinburgh, Cape Town, Johannesburg, South Africa, and numerous US cities.

The Alpine Pie Bar also serves the community as a premium setting for media tours, meetings, educational events, local artist showcases and others. In our three years of operating in the lower level of 350Main, we hosted over 20 FAM events for the city. This expansion allows the additional capability to host, entertain, and hold custom Gin experiences for influential writers. As of this submission, we have hosted over 240 experiences for local fundraising and media events as well as over 300 for local residents.

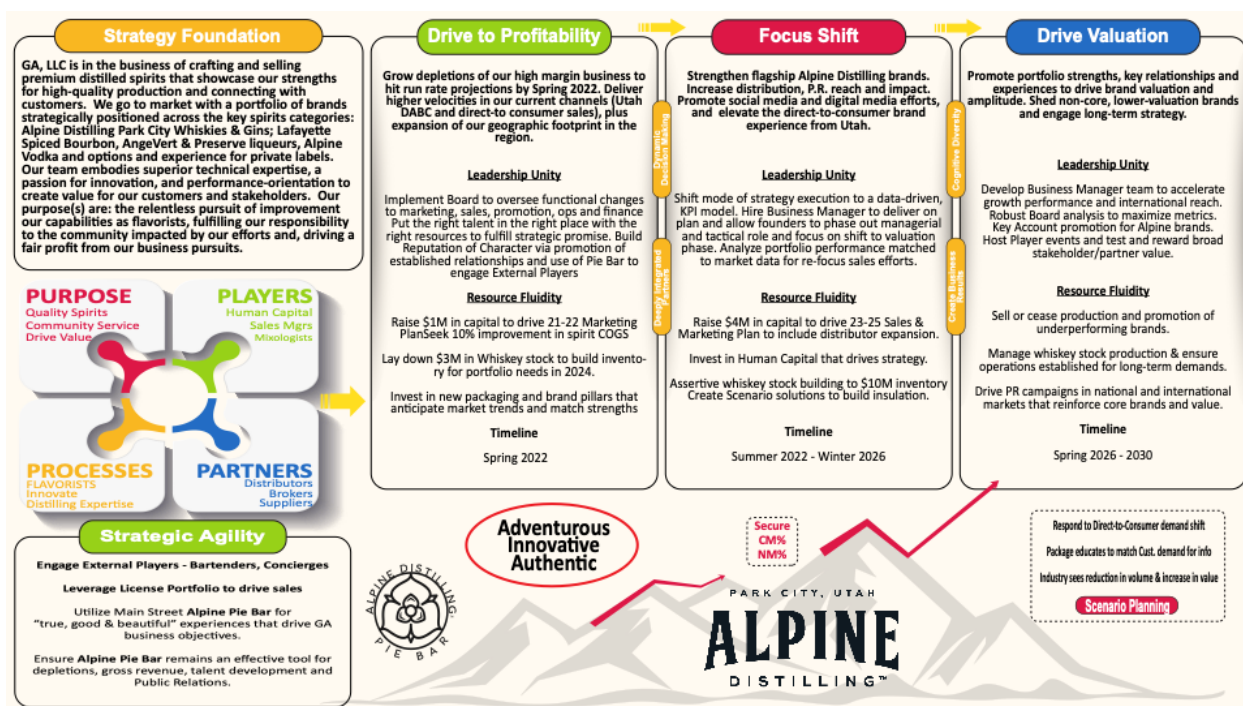
Our company strategic plan states that we "have a responsibility to those affected by our efforts." This core value aligns with the Park City Vision and Values in many ways, most saliently the concept of "fragility." The wider Park City area faces increased traffic, decreased water supply, and concerns over air quality, Alpine has been certified by Recycle Utah and, in 2021, was awarded the Green Business Award by Utah Business Magazine. Our efforts to control waste, turn spent bio-waste into fuel, and hire a large portion of staff who walk, bike, or take our available public transportation to work increases with our expansion.

We care deeply about "Keeping Park City Park City" as stated in the Park City Vision and Values. As costs to operate, finding and training local staffing, and challenges to market our brand against national brands increase, the Economic Grant program will provide significant relief. In addition to the general relocation expenses, this grant will help offset the high impact fees we've incurred and the elevated costs of plumbing, electrical, carpentry, and painting labor.

Business Strategy:

Below is our corporate master Strategy plan, which showcases the Pie Bar as an extension of our Strategic Agility. The Pie Bar will operate as close to break-even as possible to best serve in this capacity for marketing, sales, education, and staff development. The high costs of relocation, including impact fees, impact our ability to promote the space and develop team members as initially projected. The Economic Grant will allow us to invest back into the

differentiating factors of the business, which benefit those who look to us for premium, unique and special offerings.



Financial Performance:

We were the first bar on Main Street to self-close when Covid hit. The financial performance reflects that closing. Operating from a basement without controlling fresh air made that decision easy, and the staff valued our transparency and inclusion in making that decision. Providing for the team and paying expenses during the closing period was challenging.

2020:	Gross Sales – Main Street	\$16,938.01
2021:	Gross Sales – Main Street	\$246,673.71
2022:	Projected Sales	\$620,000.00
2023:	Projected Sales (12% Growth)	\$694,000.00
2024:	Projected Sales (8% Growth)	\$749,520.00

364 Main was fully permitted and open for business February 17th. Our two income sources, bar sales & retail sales, produce at a ratio of 83.8% bar: 16.2% retail. Our growth will come

from expanding retail offerings to local bars, restaurants & hotels as an alternative to going to state liquor or club stores.

As the space had been a mercantile for 23 years, costs for plumbing, electrical, and HVAC modifications were incurred. Two other challenges tested our budget: finding a water heating solution to meet new Health Code standards and the water Impact Fee. As with many who pursue a business on Main Street, the building presented many challenges that directly responded to inflated expenses.

Total expenses to open the business were over \$312K separated in to FFE (\$92.6K), Contractor (\$145K), Rent & Utilities (\$22.4K) and the Water Impact Fee (\$52K).

The original impact fee schedule was \$66,703.83. We were able to reduce the impacted footprint and bring the fee down to \$51,518.72 paid in two installments, \$42,250.41 and then \$9,268.31.

Marketing:

The Alpine Pie Bar will deliver the message of *true, good, beautiful* via stories, photos, and commentary primarily shared through digital channels. We manage our social media accounts in-house highlighting our local partnerships & activities, and our social media manager will work primarily from the Pie Bar, assisting with the retail portion of the business to drive sales performance.

Allocation:

The Economic Grant award will help Alpine Distilling realize its core values and vision by offsetting the impact fees and allowing us to support our human capital investment and improve safety through investment in HVAC air management. Grant dollars will go directly towards ensuring that the business survives this challenging first year and that our values of hiring local, training robustly, opening our doors to other local businesses who benefit from a premium location, and promoting Park City Main Street to Summit County residents and others as a vibrant and dynamic community, remain.

Exhibit D – Background of PCMC Economic Development Grants

In 2006 Park City created the Economic Development Grant program. Economic Development Grants give businesses financial assistance to grow themselves aligned with critical community goals and State criteria. The following funds are available annually within the program but are absorbed back into their respective fund if not awarded before the end of the fiscal year. The same amount starts over with the advent of the next fiscal year:

Anywhere in City limits (general fund)	\$10,000
Lower Park RDA	\$20,000
Main St. RDA	\$20,000

Since the inception of the program, the following received PCMC Economic Development Grants:

Year	Who	Amount	Term Exp.	Succeed through term	Still Operating (or some derivative)
2006	Center for Applied Media	\$18,000		y	y
2007	Oquirrh Institute for Public Policy	\$10,000		n	n
2008	Park Silly Sunday Market	\$7,000		y	y
2009	High West	\$11,000		y	y
2009	PC Performing Arts Foundation	\$9,000		y	y
2010	Local Tourist*	\$15,000		n	y
2014	Soul Poles	\$20,000	June 2017	y	y
2015	Ritual Chocolate	\$20,000	April 2018	y	y
2016	Avatech	\$30,000	July 2021	y	n
2016	Anomaly Action Sports	\$20,000	Nov 2019	Y	y
2017	Motherlode	\$11,600	June 2020	n	y
2018	Red Flower	\$15,000	May 2021	y	y
2019	Auntie Em's	\$10,000	Aug 2022	-	y
2021	Offset Brewing	\$20,000	July 2024	-	y
	*\$10,000/year for FY 16,17,18 of General Fund \$				

*Local Tourist, a marketing company, was awarded a \$15,000 grant (\$5,000 for developing local content, \$10,000 for a trip planning tool). While the business didn't succeed its entire term, the owner, Alan Mao, grew it into a holding company after acquiring Special Request & Grocery Girls. Both acquisitions were aimed at servicing high-end clientele with concierge-level services available for the first time to Vacation Rental customers. In 2012 Local Tourist brought on an operating partner and the owner joined RealtyTrac as Vice President in charge of business development. Mr. Mao continues to participate in the local economy as part of Lazlo Group.