



**PARK CITY COUNCIL MEETING  
SUMMIT COUNTY, UTAH  
April 24, 2025**

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

Zoom Link: <https://us02web.zoom.us/j/85847500026>

**CLOSED SESSION - 2:00 p.m.**

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

**WORK SESSION**

3:20 p.m. - Discuss the Park City Housing Resolution and 5-Year MIHP Amendments

4:10 p.m. - Proposed FY26 Capital Budget

5:10 p.m. - Break

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

**I. ROLL CALL**

**II. APPOINTMENTS**

1. Appointment of Dalton Gackle, Douglas Stephens, Katie Nobel, and Randy Scott to the Historic Preservation Board for Three-Year Terms Through May 1, 2028  
(A) Action
2. Appointment of the Following to the Board of Adjustment: Ruth Gezelius to a Three-Year Term Ending in June, 2028, and Ginny Schulman to a Four-Year Term Ending in 2029  
(A) Action

**III. PRESENTATIONS**

1. Consideration to Approve Resolution 03-2025, a Resolution Recognizing May 2025 as Mental Health Awareness Month in Park City  
(A) Action

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

Council Questions and Comments

Staff Communications Reports

1. City Council Protocols



2. Community Engagement Quarterly Update

3. Main Street Area Plan Progress Update

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

**VI. CONSENT AGENDA**

1. Request to Authorize the City Manager to Execute an Agreement with Model 1 Commercial Vehicles, Inc. in a Form Approved by the City Attorney's Office for an Operating Lease for Transit Cutaway Buses for a Total Contract Value Not to Exceed \$345,240
2. Request to Approve Resolution 04-2025, a Resolution Proclaiming May 2025 as Frontline Worker Appreciation Month
3. Request to Approve Resolution 05-2025, a Resolution Proclaiming May 2025 as Wildfire Awareness Month
4. Consideration to Approve Resolution 06-2025, a Resolution Prohibiting the Use of Ignition Sources, Open Flames, and Fireworks in Park City
5. Request to Authorize the City Manager to Execute a Contract with Bailey Builders, Inc., Not to Exceed \$1,598,742.01, in a Form Approved by the City Attorney's Office to Renovate the Property at 516 Marsac Avenue into a Triplex

**VII. OLD BUSINESS**

1. Discuss Proposed Bonanza Park Land Management Code Amendments  
(A) Public Hearing (B) Continue to May 22, 2025
2. Discuss the Irrigation Water Rate Structure Alternative
3. Update on City Council Discussions with UDOT on SR224 Bus Rapid Transit (BRT) Project  
Park City officials are actively collaborating with the Utah Department of Transportation (UDOT), Summit County, and High Valley Transit on the SR-224 Bus Rapid Transit (BRT) project, aiming to enhance public transit between Kimball Junction and Old Town. While the initiative seeks to alleviate traffic congestion and improve transit efficiency, it has prompted significant discussions regarding its design, cost, environmental, and community impacts. The City Council will provide an update on their discussions to date.

**VIII. NEW BUSINESS**

1. Consideration to Approve Ordinance 2025-05, an Ordinance Approving Modifications to the Master Planned Development and Development Agreement for Flagstaff Mountain to Allow for Seven Residential Units.  
(A) Public Hearing (B) Action
2. Consideration to Authorize the Mayor to Enter into a Property Exchange Agreement with Redus Park City, LLC, which Includes Property in the Flagstaff Development Area in a Form Approved by the City Attorney  
(A) Public Input (B) Action
3. Consideration to Approve Gap Financing Assistance for the Holiday Village and Parkside Apartments (HOPA) Redevelopment Project  
(A) Public Input (B) Action

4. Consideration to Extend the Main Street Dining Deck Program for a Five-Year Term and to Waive the Lease Fees, and Authorize the City Manager to Sign Updated Leases for up to 12 Main Street Restaurants through 2030, in a Form Approved by the City Attorney  
(A) Public Hearing (B) Action
5. Consideration to Approve the Proposed 2025 Park Silly Sunday Market (PSSM) Supplemental Plan and Level Four Special Event Permit  
(A) Public Hearing (B) Action

## **IX. 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.**

## City Council Staff Report

**Subject:** Affordable Housing Goals and Priorities  
**Author:** Housing Team  
**Department:** Economic Development & Housing  
**Date:** April 24, 2025

### Recommendation

Continue the discussion that began on February 13, 2025, at the City Council Annual Retreat, and consider adjusting Park City's affordable housing goals and priorities.

### Background

An updated Moderate Income Housing Plan (MIHP) is due to the State by August 1, 2025. A full MIHP is due every five years, and in the interim, reports of accomplishments are due to the State annually. Since the last five-year plan was submitted in 2022, our next plan isn't due until 2027.

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*[Utah Code §10-9a-403](#) requires municipalities to complete a Moderate Income Housing Plan (MIHP) as the Housing Element of the General Plan. Per state code, the plan must contain a report on the existing inventory in Park City and an estimate of the need for additional moderate-income housing. It also must outline the strategies the City will use to facilitate "a realistic opportunity to meet the need for additional moderate income housing within the municipality during the next five years."*<sup>1</sup>

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However, instead of waiting until 2027, the Housing Team recommends changes to the implementation Strategies the State prescribes in our MIHP now. The draft MIHP amendment, attached as Exhibit A, includes the discussion points from the Council Retreat, summarizes changes in the affordable housing inventory, details accomplishments, and updates economic and demographic data.

The Housing Team developed the [2025 General Plan Housing Elements and Goals](#), which generated substantive discussion at the Retreat and the following conclusions:

1. Income targets can be revised to better prioritize Park City's workforce.
  - Adjust the current target of up to 80% of Area Median Income (AMI), to 100% of the Workforce Wage (WFW).
  - This adjustment would drop the target AMI to between 50% and 60%, which equals an annual income of \$60,000 to \$85,000, depending on household size.
2. Affordable Master Planned Development (AMPD) code can be updated to deepen incentives for the private sector to construct affordable units.

3. The existing housing goal can be continued for 15% of Park City's workforce to live in Park City. By 2032, there will be an estimated 12,425 workers<sup>1</sup>. A 15% goal translates to 1,864 affordable and attainable housing units, which is 1,190 units more than we currently have (674 units). Our former goal, for reference, was 800 units by 2026.
  - The net increase from our old goal to the proposed goal is 390 units within the added six years (2032). Given the pipeline under consideration, we believe this is a reasonable target to continue to motivate the public, not-for-profit, and private sectors to produce more affordable housing.

## Analysis

1. Changing the household income targets requires updating the City's [05-2021 Affordable Housing Guidelines](#) (Housing Resolution). A redline of the Housing Resolution showing recommended changes is attached as Exhibit B. The significant changes are summarized as follows:
  - **SECTION 5, DEFINITIONS:** 1) Changed income targets for Affordable rental units, Affordable for-sale units, and Attainable for-sale units. Comments are inserted in the document to assist in comparing WFW to AMI; and 2) a definition and calculation of WFW is added.
  - **SECTION 7, FEE WAIVERS:** Proposing a sliding scale for City contributions to projects that include affordable housing (cash subsidies and fee waivers).
  - **SECTION 8.G, CITY EXEMPTION:** Exempting the City's capital projects from housing obligations.
  - **SECTION 9.C, UNIT SIZE GUIDELINES:** Maximum sizes are being deleted to account for the fact that sizes are naturally limited by the high cost to build, and developers rarely build larger than they have to. Minimum size is important to ensure that the units are livable. Minimum sizes are being reduced to account for efficient or "tiny home" design trends.
2. Examining the AMPD is included in the updated 2025 MIHP. This work is already underway and will provide even greater incentives to private developers. The Planning Team is continuing to refine the Land Management Code to allow for greater density, reduced set-backs, and reduced parking requirements for affordable housing projects utilizing the AMPD.
3. Establishing a new goal for the production of units is also included in the 2025 MIHP. The Housing Team is proposing a new housing goal of 1,864 units by 2032. Minus the 674 existing units, this equals 1,190 units completed or in the pipeline and entitled. With the completion of approximately 955 units currently in the pipeline, 235 additional units will be a reasonable target to hit.

## Funding

No funding is required for this discussion. However, approved goals will likely affect future funding for affordable housing development.

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<sup>1</sup> [Utah Long-Term Planning Projection Summary-Summit County](#), University of Utah Kem C Gardner Policy Institute, February 2022.

## Exhibits

Exhibit A: Drafted 2025 MIHP update (year three of a five-year plan)

Exhibit B: 05-2021 Affordable Housing Guidelines (Housing Resolution) with redlined Changes

# 2025 Update to 2022 Moderate Income Housing Plan Housing Element of the General Plan

## Introduction

This is an update to the [2022 Moderate Income Housing Plan \(MIHP\)](#) adopted September 1, 2022 consistent with [Utah Code §10-9a-403](#), which requires municipalities to complete a MIHP as the Housing Element of the General Plan. Per Utah code, the plan must contain an estimate of the need in Park City for additional moderate-income housing. It must also outline the strategies the City will use to facilitate a realistic opportunity to meet the need for additional moderate-income housing within the municipality over the next five years.<sup>1</sup>

## Demographic and Economic Changes

Since the 2022 Plan, the Census Bureau projects, via its American Community Survey (ACS) estimators, that the population has changed little, in fact, it has dropped by 166 (Table 1). Meanwhile, due to continued high housing costs, the population continues to become older, less diverse, and wealthier. The ACS 2023 five-year average estimates that people aged 55 and older make up 39% of Park City's population, an increase from 30% just three years earlier. Park City's median age also went from 40 to 46.8 in the same timeframe.

Table 1: Population Changes in Park City

| Year | Park City Population | Absolute Change | Percent Change |
|------|----------------------|-----------------|----------------|
| 1970 | 1,193                | -173            | -13%           |
| 1980 | 2,823                | 1,630           | 137%           |
| 1990 | 4,468                | 1,645           | 58%            |
| 2000 | 7,371                | 2,903           | 65%            |
| 2010 | 7,558                | 187             | 3%             |
| 2020 | 8,562                | 1,004           | 12%            |
| 2025 | 8,396                | -166            | -2%            |

Area Median Income (AMI) has continued to rise, indicating how the wealthy living in the community area are skewing the average AMI. In 2025, the AMI for a family of three<sup>2</sup> is \$151,740, a 25% increase over \$121,230 in 2022. AMI is based on those who can afford to live in the community, not those who work here. According to the Utah Department of Workforce Services (DWS), the most recent calculation of the median

<sup>1</sup> Utah Municipal Code: Municipal Land Use, Development, and Management Act, Plan Preparation (10-9a-403).

<sup>2</sup> The average household size in Park City is 2.78, according to the 2020 Census American Community Survey (ACS) five-year estimates. Therefore, a more realistic formula is to calculate affordable housing-related data on a three-person family rather than the four-person demographic that HUD uses.

Workforce Wages (WFW) earned by a household of three working in Summit County is \$85,646, which is a 12% increase over two years ago (\$76,416). 2025 WFW equals 56% of AMI.<sup>3</sup> See Table 2 for a comparison over the years. Since the average workforce wage is considerably lower than AMI, most of the workforce cannot afford to live in Park City.

The City Council's goal is to ensure that more of the workforce can afford to live within City limits, reducing commuters, taking pressure off the road's infrastructure, and reducing environmental pollutants. To meet workforce needs, income targets will be based on median workforce wages (WFW).

Table 2: Comparison of Summit County AMI vs WFW

|      | Family of Three |          | WFW as a percentage of AMI |
|------|-----------------|----------|----------------------------|
|      | 100% AMI        | 100% WFW |                            |
| 2025 | 151,740         | 85,646   | 56%                        |
| 2022 | 121,230         | 76,416   | 63%                        |
| 2019 | 98,820          | 51,328   | 52%                        |
| 2017 | 93,060          | 57,173   | 61%                        |
| 2012 | 90,270          | 55,714   | 62%                        |
| 2010 | 83,970          | 51,764   | 62%                        |
| 2005 | 75,060          | 46,746   | 62%                        |
| 2000 | 61,470          | 42,434   | 69%                        |

## Addressing Affordable Housing Needs

Park City Municipal Corporation has a long history of addressing affordable housing needs, ensuring a diverse and vibrant community. One of the City Council's primary goals is to develop and maintain a range of affordable, quality housing opportunities that meet the life cycle needs of households at all economic levels. Since the early 90s, the City Council has been forward-thinking about building and preserving affordable housing. In 1991, Park City issued the first of many Inclusionary Housing Resolutions that grew more defined and specific with each update as affordable housing needs grew and changed. The most recent update was adopted by City Council on                      (fill in new Resolution identifier and insert link to updated resolution). The Housing Resolution facilitates the development of affordable units in those development projects that utilizing planning tools, Master Planned Developments (MPD) or Annexations. Each of these negotiated agreements generate a housing obligation to mitigate the affordable housing needs created by the project.

In addition, since 2010 the City has served as developer, has assisted private partners with financing, and has been an active partner in Public Private Partnerships (P3).

### Existing Inventory of Affordable Housing

Today, there are 674 deed-restricted or affordable homes in Park City, a community of 3,280<sup>4</sup> year-round households. The current inventory represents 471 rental units and 203 owner-occupied. A variety of tools were utilized to build these units including:

<sup>3</sup> Utah Department of Workforce Services, <https://jobs.utah.gov/wi/data/library/wages/annualprofilewages.html>

<sup>4</sup> Total primary residences (owner-occupied and long-term rentals), according to the [American Community Survey, US Census bureau](#).

inclusionary housing obligations, Federal Low-Income Housing Tax Credits (LIHTC), USDA Rural Development funds and vouchers, and local nonprofits such as [Mountainlands Community Housing Trust](#) (MCHT) and [Habitat for Humanity](#). The City has also stepped into the role of developer, developing several infill projects. Existing affordable units have been put into service as follows:

Table 3: Status of Existing Units

| Total # of Housing Units | Renter-Occupied | Owner-Occupied | Type of Units | Age of projects             |
|--------------------------|-----------------|----------------|---------------|-----------------------------|
| 674                      | 471             | 203            | SRO:* 24      | 2020 to Present -- 70 units |
|                          |                 |                | Studio: 58    | 2010 to 2019 -- 177 units   |
|                          |                 |                | 1 br: 85      | 2000 to 2009 -- 58 units    |
|                          |                 |                | 2 br: 190     | 1990 to 1999 -- 247 units   |
|                          |                 |                | 3 br: 302     | 1980 to 1989 -- 0 units     |
|                          |                 |                | 4 br: 15      | 1970 to 1979 -- 122 units   |

\* SRO: Single Room Occupancy – typically less than 200 SF and shared communal kitchen and gathering space.

Table 4: History of Affordable Unit Construction in Park City

| Timing               | Source                                                                                                                               | Number of Units |            |
|----------------------|--------------------------------------------------------------------------------------------------------------------------------------|-----------------|------------|
|                      |                                                                                                                                      | Owner           | Rental     |
| 1970-1979            | Federal United States Department of Agriculture (USDA) Rural Development funding                                                     |                 | 122        |
| 1980-1989            | No new units                                                                                                                         |                 |            |
| 1990-1999            | Inclusionary Zoning                                                                                                                  | 21              | 22         |
|                      | Low Income Housing Tax Credits (LIHTC) and in-lieu fee cash from housing obligations                                                 | 2               | 202        |
| 2000-2009            | Inclusionary Zoning                                                                                                                  | 20              | 14         |
|                      | Mountainlands Community Housing Trust with City Assistance                                                                           | 22              |            |
|                      | Renovation of 122 aging rental units using LIHTC and USDA Rural Development funding and City Assistance – counted in 1971-1980 above |                 |            |
| 2010-2019            | Inclusionary Zoning                                                                                                                  | 17              | 50         |
|                      | City Public Private Partnerships                                                                                                     | 68              |            |
|                      | City Development                                                                                                                     | 32              | 13         |
|                      | Sale of three Empire Pass units - conversion to fees in lieu                                                                         |                 | -3         |
|                      | Habitat for Humanity                                                                                                                 | 2               |            |
| 2020-2025            | Inclusionary Zoning                                                                                                                  | 12              | 43         |
|                      | City Development                                                                                                                     | 7               | 8          |
| <b>Totals</b>        |                                                                                                                                      | <b>203</b>      | <b>471</b> |
| <b>Overall Total</b> |                                                                                                                                      |                 | <b>674</b> |



Based on annual compliance reports and the most recent needs assessment, the affordable units in Park City serve the following populations:

- Rental units built or preserved with LIHTC and or USDA Rural Development subsidy programs serve low-income households with annual incomes of 35% to 60% of AMI equating to 60% to 100% of WFW (~\$48,195 to \$82,620 for a household of three).<sup>5</sup>
- Rental studios built or purchased by the city to serve the needs of transit employees serve low-income households with annual incomes at 60% of AMI equating 100% of WFW (~\$60,000 for a single person household).
- Rental units built by private developers in fulfillment of housing obligations serve moderate-to-middle income households with annual incomes between 60% to 80% of AMI equating to 100% to 125% of WFW (~\$82,620 to \$110,160 for a household of three).
- Owner-occupied units in the affordable category also serve moderate-income households with annual incomes between 60% to 80% of AMI equating 100% to 125% of WFW (~\$82,620 to \$110,160 for a household of three).
- Owner-occupied units in the attainable category serve middle-income households with annual incomes between 80% to 150% of AMI equating 125% to 260% of WFW (~\$110,160 to \$206,550 for a household of three).

### Plans for the Future

In 2025, the City Council renewed their commitment to providing housing that is affordable to the workforce that is so important to Park City's status as a world-class tourism town. The updated insert name of new resolution establishes income targets based on WFW rather than AMI. Affordable rental units will be targeted to 100% of WFW or less which is just below 60% of AMI or ~\$85,000 for a three-person household. Affordable for-sale units will be targeted to 120% of WFW or less which is just under 70% of AMI or ~\$102,000 for a three-person household. Attainable for-sale units will be targeted to 265% of WFW or less which is equal to 150% of AMI or ~\$225,000 for a three-person household.

In 2020, 20% of the City's workforce lived in town. Today, only 12.1% of the workforce does. The City Council established a new seven-year goal to bring that percentage up to 15% by 2032. It is projected that the workforce will grow to 12,420 by 2032<sup>6</sup> and 15% will be 1,864 units, which is 1,190 more than we currently have in place (674 units). We have a pipeline of developing projects that if successful would provide ~955 units in the next five to seven years. To reach the 15% goal, we will need to complete the pipeline projects and an additional 235 units.

In addition to housing production, the City Council is committed to updating the Land Management Code to provide incentives for private developers to build affordable housing. In 2021, the Affordable Master Plan Development (AMPD) code was adopted to encourage development of affordable housing. The AMPD is under review again and

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<sup>5</sup> Area Median Income (AMI) is calculated by the Department of Housing and Urban Development as a benchmark for housing affordability.

<sup>6</sup> [Utah Long-Term Planning Projection Summary-Summit County](#), University of Utah Kem C Gardner Policy Institute, February 2022.

will be addressing relief as it pertains to setbacks, height restrictions, and parking requirements to assist in reducing the cost for affordable housing development.

## **Update to 2022 Five Year Plan**

The update to the 2022 five-year plan focuses first on the production of additional low and moderate-income housing. It is laid out first with overarching goals, followed by objectives and the final section establishes the implementation strategies for July 2025-June 2026. Implementation is laid out to align with State codified strategies included in HR 462, a law that took effect on June 1, 2022.

### **GOAL I: Facilitate the production of a mix of new housing units to meet the needs of the local workforce, maintain vibrancy, and increase the diversity of the community.**

Objective A: Build, buy, or facilitate the construction of 1,190 new or refurbished units by 2032.

Objective B: Work with public/private partnerships to build new units.

Objective C: Ensure that new units resulting from development agreements are a mix of rental and for-sale units.

Objective D: Ensure new units are diverse to include various unit sizes and types.

Objective E: Reduce and/or eliminate municipal fees for affordable housing development.

Objective F: Preserve existing low and moderate-income units.

Objective G: Build units at various levels of affordability: Affordable and Attainable.

Objective H: Seek new tools to increase the number of units in Park City that are affordable for workforce households.

### **GOAL II: Enact zoning changes and amend the Land Management Code to incentivize the development of affordable housing.**

Objective A: Continue on-going review of Affordable Master Plan Development code to identify ways to increase incentives for building affordable housing.

Objective B: Change zoning classifications to allow for the development of affordable housing.

Objective C: Provide parking reductions to projects that use alternative transportation options to reduce the need for vehicle travel.

Objective D: Look for opportunities to increase height and density allowances for affordable housing development where appropriate.

Objective E: Change Land Management Code to incentivize development of affordable accessory dwelling units (ADUs).

## IMPLEMENTATION STRATEGIES FOR YEAR THREE AND FORWARD

### JULY 2024 – JUNE 2027

**GOAL I: Facilitate the production of a mix of new housing units to meet the needs of the local workforce, maintain vibrancy, and increase the diversity of the community.**

*State Strategy C: Demonstrate investment in the rehabilitation of existing uninhabitable housing stock into moderate-income housing.*

- Complete the rehabilitation of municipal property at 516 Marsac Avenue to preserve moderate-income housing in Park City and provide three rental units for City Employees.

*State Strategy L: Reduce, waive, or eliminate impact fees related to moderate-income housing.*

- Waive fees for affordable unit development in the EngineHouse, Studio Crossing, Clark Ranch, and other affordable housing projects in the pipeline.

*State Strategy P: Demonstrate utilization of a moderate-income housing set aside from a community reinvestment agency, redevelopment agency, or community development and renewal agency to create or subsidize moderate income housing.*

- Use funds from the Lower Park RDA and affordable housing bond financing to complete the development of EngineHouse and complete the design and development of Woodside Park Phase II and Clark Ranch.

**GOAL II: Enact zoning changes and amend the Land Management Code to incentivize the development of affordable housing.**

*State Strategy A: Rezone for densities necessary to facilitate production of moderate-income housing.*

- Rezone the City-owned land at Clark Ranch and Bonanza Park to provide higher density and reduced parking for the development of affordable and attainable housing.

*State Strategy G: Amend land use regulations to allow for higher density or new moderate income residential development in commercial or mixed-use zones near major transit investment corridors.*

- Refine the code to provide higher density in the Bonanza Small Area Plan to facilitate development of affordable housing within the area.

*State Strategy H: Amend land use regulations to eliminate or reduce parking requirements for residential development where a resident is less likely to rely on the resident's own vehicle, such as residential development near major transit investment corridors or senior living facilities.*

- Refine the code to reduce parking requirements in the Bonanza Small Area Plan to facilitate the development of affordable housing within the area.

**PLEASE NOTE:** The redlines indicate proposed edits to simplify and clarify the document. The key policy changes are reflected in the following Sections:

- **SECTION 5, DEFINITIONS:** 1) Changed income targets for Affordable rental units, Affordable for-sale units, and Attainable for-sale units. Comments are inserted in the document to assist in comparing WFW to AMI; and 2) a definition and calculation of WFW was added.
  - **SECTION 7, FEE WAIVERS:** Proposing a sliding scale for City contributions to projects that include affordable housing (cash subsidies and fee waivers).
  - **SECTION 8.G, CITY EXEMPTION:** Exempting the City's capital projects from housing obligations.
  - **SECTION 9.C, UNIT SIZE GUIDELINES:** Deleting maximum sizes to account for the fact that sizes are naturally limited by the high cost to build and developers rarely build larger than they have to, but minimum size is important to ensure that the units are livable. Minimum sizes are being reduced to account for efficient or "tiny home" design trends.
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## **05-2021 AFFORDABLE HOUSING GUIDELINES**

Resolution ~~05-2021~~

A RESOLUTION TO ADOPT AFFORDABLE HOUSING GUIDELINES AND STANDARDS FOR PARK CITY, UTAH, AND TO REPEAL AND REPLACE RESOLUTION ~~25-2020~~ 05-2021 IN ITS ENTIRETY

WHEREAS, the livability and viability of Park City is directly affected by the availability of a sufficient amount of housing affordable to the workforce and residents; and

WHEREAS, ~~based on Community Critical Priorities, the the~~ City Council desires to establish policies to ensure a reasonable opportunity for a variety of housing ~~and~~, which bears an essential nexus to maintaining the social, economic, and cultural fabric of ~~Park City the community~~; and

WHEREAS, the ~~2019 Regional Housing Needs Assessment~~ 2023 Affordable Housing Analysis concluded that housing costs continue to outpace wages in the service sector areas of the resort-based economy and has resulted in making housing unaffordable to ~~working residents of the~~ vast majority of the City's workforce; and

WHEREAS, the ~~2019 Regional Housing Needs Assessment~~ 2023 Affordable Housing Analysis projects that the ~~Retail, Leisure, and Hospitality~~ employment sectors s will continue to drive the demand for additional workforce housing in Park City; and

WHEREAS, it is in the best interest of the community and ~~a~~ legitimate government interest to formulate guidelines and standards to establish ~~a~~ consistent criteria ~~for for~~ review ~~of~~ Master Planned Development applications and annexation petitions where affordable housing ~~can be~~ is needed to mitigate the impact of the project on the community; and

WHEREAS, the cost of providing affordable housing should be equitably apportioned; ~~based on impact generation, growth inducement, and the underlying goal to provide a diversity of housing types and prices in the community;~~ based on impact generation, growth inducement, and the underlying goal of providing a diversity of housing types and prices in the community in order to maintain a healthy economy and ~~diverse~~ population.

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

SECTION 1. ADOPTED HOUSING STANDARDS AND GUIDELINES. The following housing standards and guidelines are hereby adopted. Unless otherwise defined separately herein, all words and terms shall have the same meaning as defined in the Land Management Code, as amended.

SECTION 2. APPLICABILITY. These standards shall apply to all new Housing and Commercial Development created under Title 15, Chapter 6 Master Planned Developments, and Title 15, Chapter 8 Annexation, of the Park City Land Management Code. These standards shall apply to prior agreements on density or configuration unless specifically addressed within Development Agreements.

SECTION 3. PURPOSE. The purpose of this Resolution is to ensure that new development does not adversely affect the supply of affordable housing in the City and to maintain the social, economic, and cultural fabric of Park City's ~~community character~~. It is intended that the requirements imposed herein are roughly proportionate and reasonably related to the impacts of the Development.

SECTION 4. REVIEW. This Resolution shall be reviewed by the City Council at least biennially to ensure that these standards are meeting the housing goals and objectives.

#### SECTION 5. DEFINITIONS.

1. Affordable For Sale Housing: Housing that is priced affordable to households with incomes at or below ~~80% of AMI~~ 125% of Workforce Wage (WFW). **(NOTE: 125% of WFW is approximately equal to 80% of AMI.)**
2. Affordable Housing Cost: Monthly housing costs that consume no more than 30 percent of a household's income. Housing costs include rent or mortgage, basic utilities, and any Homeowners or Condo Association dues.
3. Affordable Housing Unit or Housing Unit: Dwelling units that are deed restricted to the housing size and type for individuals meeting occupancy guidelines approved by the Park City Council.
4. Affordable Rental Housing: Housing that is priced affordable to households with incomes ranging up to ~~80% of AMI~~ 100% of WFW. **(NOTE: 100% of WFW is approximately equal to 60% of AMI.)**

4.5. Affordable Unit Equivalent (AUE): ~~A two-bedroom unit with 900 square feet~~ SF of Net Livable Space shall be considered one Affordable Unit Equivalent.

~~5. Alter or Alteration: Alter or alteration means any change, addition, or modification in construction or occupancy.~~

6. Annual Compliance Report: A report, as amended from time to time by the City or its designee, required to be provided to the City by each Unit Owner yearly to certify compliance with deed restrictions on a unit.

7. Applicant: A Household that has submitted the required application either for qualification as a Buyer or for placement on the Ownership Waiting List, as the context requires.

8. Assets:

- a. Assets: Anything owned by an individual that has commercial or exchange value. Assets consist of specific property or claims against others, in contrast to obligations due others.
- b. Gross Assets: Anything which has tangible or intangible value, including property of all kinds, both real and personal; includes among other things, patents and causes of action which belong to any person, as well as any stock in a corporation and any interest in the estate of a decedent; also, the entire property of a person, association, corporation, or estate that is applicable or subject to the payment of debts. Gross Assets shall include funds or property held in a living trust or any similar entity or interest, where the person has management rights or the ability to apply the assets to the payment of debts. Assets are evaluated at current fair market value, not accounting book value.
- c. Household Gross Assets: Combined Gross Assets of the Household.
- d. Household Net Assets: Gross Household Assets less Gross Household Liabilities.
- e. Net Assets: Gross Assets minus liabilities. Retirement accounts will be reviewed on a case-by-case basis to determine whether or not they shall be included as a net asset.

9. Area Median Income (AMI): Area Median Income is a calculation of annual household income determined by the US Department of Housing and Urban Development (HUD).

~~10. Attainable Housing: Housing that is priced affordable to households with incomes between 81 and 150 percent of AMI~~ 126 to 260% of WFW. (NOTE: 260% of WFW is approximately equal to 150% of AMI.)

~~11. Bedroom: Designed to be used for sleeping purposes and which contains closets and meets all applicable City Building Code requirements for light, ventilation, sanitation, and egress.~~

~~12.~~ 10. Buyer: A person who is buying or has purchased a Housing Unit.

~~13.~~ 11. Capital Improvements: Material improvements or structural changes to a Unit that are more than repairs or cosmetic changes, including changes that would



adapt a Unit to a new or different use or materially affect the value or use of the Unit and including, but not limited to all Permitted Capital Improvements.

~~14.12.~~ CC&Rs: The Declaration of Covenants, Conditions, and Restrictions, commonly known as the CC&Rs, is a legal document that is filed with the county recorder's office which are part of the governing documents for the project, subdivision or condominium. City Code: The Municipal Code of Park City, Utah, as amended.

~~15. Commercial Property: Property which is used for any commercial uses as defined by the Park City Land Management Code.~~

~~16. Community Critical Priority: Community Critical Priorities provide a framework for planning, targeting resources and establishing goals. Priorities are established periodically by the City Council based on feedback from the community at large through planning and assessment exercises.~~

~~17. Co-signer: A joint signatory of a promissory note whose obligations are the same as those of the primary borrower. If the primary borrower does not repay the loan, the co-signer accepts responsibility for the debt.~~

~~18.13.~~ Deed Restriction: A contract entered into between Park City Municipal Corporation and the owner or purchaser of real property identifying the conditions for occupancy and resale.

~~19.14.~~ Dependent: A minor child (18 years or younger) or other person related by blood or adoption to a Tenant or Owner of a Housing Unit declared as a dependent for federal income tax purposes by such Tenant or Owner, or by Tenant's or Owner's present or former spouse.

~~20. Designee: A person or entity who is named and authorized to act in place of the person or entity granting the designation.~~

~~21.15.~~ Developed Residential Property: Property that contains at least one (1) dwelling unit as defined in the Park City Land Management Code.

~~22.16.~~ Disability: A physical or mental impairment that substantially limits one or more of a person's major life activities, including a person having a record of such an impairment or being regarded as having such an impairment.

~~23.17.~~ Domicile: The place where an individual has a fixed permanent home and principal establishment to which the individual, if absent, intends to return and in which the individual and/or his or her family voluntarily reside not for a special or temporary purpose but with the intention of making a permanent home for a minimum of nine (9) months out of each calendar year.

~~24. Dormitory Unit: Living quarters designed for seasonal employees and meet standards defined in Section 9.D of this Resolution.~~

~~25.18.~~ Down Payment: The initial payment one makes to establish debt or otherwise paid in installments. Buyer may convert personal assets held for two (2) years or greater to cash for use as a Down Payment without said cash considered Income for purposes of Qualification. Additionally, a one-time gift of up to 30% of the Original Purchase Price used exclusively as a down payment for the purchase of a Housing Unit may be considered as a net asset and not as earned income for the purposes of initial qualification.



~~26. Financial Statement: A statement detailing all personal assets, liabilities, and net assets (the difference between gross assets and liabilities) as of a specific date.~~

~~27.19. Fixture: 1) A tangible thing which previously was personal property and which has been attached to or installed on land or a structure thereon in such a way as to become a part of the real property; 2) Any non-portable lighting device built in or attached securely to the structure; 3) The permanent parts of a plumbing system and fixtures.~~

~~28.20. Household: All individuals that are or will be occupying a unit regardless of legal status.~~

~~29.21. Housing costs: Monthly housing costs that consume no more than 30 percent of a household's income. Housing costs include rent or mortgage, basic utilities, and any Homeowners or Condo Association dues.~~

~~30. Housing Unit: See Affordable Housing Unit.~~

~~31.22. Household Income: Combined income of all individuals, excluding dependents, who are or will be occupying the unit regardless of legal status. Adjustments to the gross for business expenses can be made for persons who are self-employed.~~

~~32.23. Immediate Family: Spouse, siblings, parents and/or offspring, either biologically, by marriage, civil union, or by legal adoption, regardless of age.~~

~~33.24. Income:~~

~~a. Earned Income:~~

- ~~1. Income derived from one's own labor or through active participation in a business and including retirement funds, Social Security benefits, alimony, and child support; and~~
- ~~2. Net income derived from a business or from income-producing property, after reasonable deductions for expenses, depreciation, taxes, and similar allowances.~~
- ~~3. Retirement and/or pension income for Qualified Elderly, regardless of origin, is considered earned within the Park City School District boundaries.~~

~~b. Household Income: Combined Gross Income of all individuals in the Household excluding dependents.~~

~~34. Initial Sale Price: The Original Purchase Price [OPP] of that Housing Unit at the time the original Deed Restriction for the Housing Unit is executed and recorded.~~

~~35. Land: All land or water surfaces, whether public or private, including lots, parcels, or other ownership categories and all rights (including: surface, subsurface, or air) that may be attached or detached from the land.~~

~~36. Lease: A written agreement between an Owner and a tenant Household that creates a Leasehold Interest.~~

~~37. Maximum Rental Rate: The total amount per month according to Section 20 that a Qualified Owner is allowed to charge to a Household in leasing a Housing Unit.~~

~~38. Maximum Resale Price: The price above which a Unit may not be Sold as calculated by the City, its designated agent, department, or assign, using the formula set forth in Section 10.A.5.~~

~~39. Micro Unit: A unit that is between 250–600 square feetSF designed around a single room incorporating features of a living room, bedroom, dining room/kitchen, and bathroom.~~

~~40.25.~~ Net Livable Square Footage: Calculated on interior living area and measured interior wall to interior wall, including all interior partitions. Also included, but not limited to, habitable basements and interior storage areas, closets, and laundry areas. Exclusions include, but are not limited to, uninhabitable basements, mechanical areas, exterior storage, stairwells, garages (either attached or detached), patios, decks, and porches.

~~41.26.~~ Net Worth: The amount of total assets of an applicant that exceed total liabilities, as determined by the City.

~~42. Non-qualified Buyer: A buyer of a Unit that is not a Qualified Buyer.~~

~~43. Non-qualified Tenant: A tenant of a Unit/Space that is not a Qualified Tenant.~~

~~44.27.~~ Option to Purchase: A legal document signed by the Mortgagee, acknowledging the provisions of the Deed Restriction and granting a right to the PCMC or to the Park City Housing Authority to purchase the Housing Unit default.

~~45.28.~~ Owner-Occupied: A Unit that is occupied by the Unit Owner as the Unit Owner's Primary Residence.

~~46.29.~~ Park City School District Boundaries: The latest school district boundaries as duly adopted and as reflected on the most current mapping issued by the Utah State Automated Geographic Reference Center school district map.

~~47.30.~~ PCMC: Park City Municipal Corporation. As used in this Resolution, PCMC may also mean the Board of Directors of the Park City Housing Authority, or PCMC Staff as the context requires.

~~48. PCMC Board: The Board of Directors of the Park City Housing Authority.~~

~~49. PCMC Staff: The person or persons who Park City Municipal or the Park Housing Authority employs for the purpose of administering this Housing Resolution.~~

~~50.31.~~ Permitted Capital Improvements: Capital Improvements made by a Unit Owner to the Unit Owner's Unit with the prior written consent of the City; are completed with all necessary building permits, including final inspections required by such permits, and deemed completed by the City building department; and that may increase the Maximum Resale Price subject to Section 10.

~~51.32.~~ Primary Residence: The place where Domicile has been established as the sole and exclusive place of residence.

~~52. Property: Includes all real estate of any kind, developed or undeveloped, including but not limited to land, commercial property, investment property, and residential property.~~

~~53. Qualifications: The minimum standards of employment, residency and/or net assets that are applied to a Qualified Household according to Section 16 as well as any additional qualifications under a particular Housing Program.~~

~~54. Qualified Buyer: Qualified Buyer shall be a person or persons who are determined by the City to meet the criteria defined in Section 16.~~

~~55. Qualified Tenant: Qualified Tenant shall be a person or persons who are determined by the City to meet the criteria defined in Section 20.~~

~~56-33.~~ Residential Unit Equivalent: In accordance with the Park City Land Management Code, Title 15, Section 6-8 Unit Equivalents, one Residential Unit Equivalent (RUE) is equal to 2,000 ~~square feet~~SF of Multi-Family Dwelling floor area or one single family lot.

~~34.~~ Sale: For purposes of this Resolution, a sale is the exchange of a Housing Unit for an agreed amount of money not to exceed the Maximum Resale Price in a single transaction in which title to the Housing Unit is transferred to a new Qualified Household.

~~57-35.~~ SF: Square Feet.

~~58.~~ Senior: A person who is over the age of 65.

~~59.~~ Single Room Occupancy (SRO): Living quarters designed for one person and meet standards defined in Section 9.D of this Resolution.

~~60.~~ Storage Space: Space intended and commonly utilized as location for preservation or later use or disposal of items.

~~61.~~ Studio: See Micro Unit

~~62-36.~~ Target Income: The specific household income to be served by affordable or attainable units which is determined by PCMC based on current need at the time units are put in service.

~~63.~~ Tenant: A person who has the temporary use and occupation of real property owned by another subject to deed restrictions and/or this Resolution.

~~37.~~ Volunteer Community Service: Work which is performed for recognized non-profit community organizations for which no monetary or other material compensation is received.

~~39.~~ Workforce Wages (WFW): The median wage of the core Park City workforce. Park City Workforce Wage shall be calculated in April of each year and published on the City's affordable housing webpage. It is based on the prior year's wages as reported by the Utah Division of Workforce Services. Workforce Wage is calculated as follows:

- Summit County median wage for prior year;
- Remove all anomalies such as extremely high or low wages, and calculate a weighted average (#of jobs times monthly wages per job divided by total jobs);
- Add six percent for additional earnings such as tips, incentives, bonuses, and overtime as well as investments and non-cash benefits; and
- Multiply total by 1.5 to account for the average household in Park City having 1.5 workers.

~~64.~~

SECTION 6. EXEMPTIONS. The development of affordable housing units that are not part of any housing obligations resulting from a Master Planned Development or an Annexation Agreement are exempt from the requirements of this Resolution. This may also include projects developed by or sponsored by nonprofit organizations and/or projects for which agreements have been ~~executed~~carried out that provided affordable housing or land for

said purpose.

SECTION 7. FEE WAIVERS. Title 11, Chapters 12 and 13 of the Municipal Code provides that “any part of the fees included in this Title may be waived by the City Council upon recommendation of the City Manager, for those projects which are deemed to serve a beneficial public purpose that would be harmed by the City requiring the payment of such fees, such as low income housing projects.” Pursuant to Title 11, Chapter 13-4(A) of the Municipal Code, the City Council may waive impact fees for construction of affordable housing. Affordable housing projects that fulfill housing obligations resulting from Master Planned Developments and/or Annexations are not eligible for fee waivers.

**A.** The level of the fee waiver will depend on the income proposed to be served. See the chart below:

**NOTE: FOR INFORMATION ONLY, will not stay in final version:**

Current annual income for an individual at WFW in March of 2025 is:

70-100% = \$38,890-\$55,558

101-130% of WFW = \$56,000-\$72,225

131-160% of WFW = \$72,780-\$88,892

#### **Chart of Possible Subsidies and Fee Waivers**

| <b>WFW target</b> | <b>Project Subsidy</b>                   | <b>Permit/Impact Fee Waivers</b> |
|-------------------|------------------------------------------|----------------------------------|
| <u>70 - 100%</u>  | <u>20% of cost per unit</u>              | <u>100%</u>                      |
| <u>101-130%</u>   | <u>Up to 15% of cost per unit</u>        | <u>Up to 50% of total fees</u>   |
| <u>131-160%</u>   | <u>No more than 10% of cost per unit</u> | <u>No fee waiver</u>             |

**NOTE: FOR INFORMATION ONLY, WILL NOT STAY IN FINAL VERSION:**

WFW vs AMI in 2025:

- 70-100% of WFW is equal to 30-52% of AMI
- 101 -130% of WFW is equal to 52-67% of AMI
- 131-160% of WFW is equal to 68-83% of AMI

#### SECTION 8. CALCULATION OF MINIMUM AFFORDABLE HOUSING REQUIREMENTS

**A.** Residential Development. For projects where dwelling units are offered for sale or rent, the Developer shall provide affordable housing units in an amount equal to twenty percent (20%) of the total RUEs in the project. Affordable Housing Units developed on-site in fulfillment of this requirement are not included in the density calculation for the project.

**A.**

RESIDENTIAL GENERATION CALCULATION EXAMPLE. -An Applicant has received approval for a 128-unit Master Planned Development. The dwelling units are of varying sizes totaling 328,000 ~~square feet~~<sup>SF</sup> which equals 164 RUEs.

1. 164 RUEs (total units approved) multiplied by .20 (residential mitigation rate) equals 32.8 Affordable Unit Equivalents (AUEs).
2. One AUE equals 900 ~~square feet~~SF of net livable space.
- ~~3.~~—The total approved units for this Master Planned Development is 128 market rate units plus 32.8 AUEs equaling 29,520 total net ~~square feet~~SF of additional livable space.

**B.** Commercial Development. The Developer shall be required to mitigate 20 percent of the employees generated. For projects with a commercial component, the minimum affordable housing requirements shall be determined according to the following formulas:

**B.**

Table 1: Employee Generation by Type of Use.

| Type of Use                     | <del>Full-Time</del> <u>Full-Time</u><br>Equivalents ( <del>2080</del> <u>1560</u><br>hours) per 1,000 Net<br>Leasable <del>Square Feet</del> <u>SF</u> |
|---------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|
| Restaurant/Bar                  | 6.5                                                                                                                                                     |
| Education                       | 2.3                                                                                                                                                     |
| Finance/Banking                 | 3.3                                                                                                                                                     |
| Medical Professional            | 2.9                                                                                                                                                     |
| Other Professional Services     | 3.7                                                                                                                                                     |
| Personal Services               | 1.3                                                                                                                                                     |
| Real Estate/Property Management | 5.9                                                                                                                                                     |
| Commercial/Retail               | 3.3                                                                                                                                                     |
| Recreation/Amusements           | 5.3                                                                                                                                                     |
| Utilities                       | 2.9                                                                                                                                                     |

|                   |                                                                     |
|-------------------|---------------------------------------------------------------------|
| Lodging/Hotel     | 0.6/room                                                            |
| Condominium Hotel | Greater of lodging/hotel calculation or residential mitigation rate |
| Overall/General   | 4.4                                                                 |

The Overall/General Type of Use shall apply to any use not listed in the Employee Generation Table if an Independent Calculation is not performed.

#### EMPLOYEE GENERATION CALCULATION EXAMPLE

An application for a Master Planned Development of 20,000 ~~square feet~~SF of commercial space and 100 hotel rooms has been submitted. The commercial uses include:

- 10,000 ~~square feet~~SF of retail space
- 5,000 ~~square feet~~SF of restaurant/bar space
- 5,000 ~~square feet~~SF of professional services

Using the above Employee Generation Table, the project will generate 144 ~~employees~~FTEs.

- 10,000 SF of Retail at 3.3 ~~employees~~FTEs per 1,000 ~~square feet~~SF equals 33 ~~employees~~FTEs.
- 5,000 SF Restaurant/Bar at 6.5 ~~employees~~FTEs per 1,000 ~~square feet~~SF equals 32.5 ~~employees~~FTEs.
- 5,000 SF Professional Services at 3.7 ~~employees~~FTEs per 1,000 ~~square feet~~SF equals 18.5 ~~employees~~FTEs.
- 100 Hotel rooms at 0.6 ~~employees~~FTEs per unit equals 60 ~~employees~~FTEs.
- 144 (total number of ~~employees~~FTEs) multiplied by .20 (mitigation rate) equals 28.8 ~~employees~~households.
- 28.8 ~~employees~~households divided by 1.5 (workers per household) equals 19.2 AUEs required.

The Developer is required to provide 19.2 AUEs or a total of 17,280 net ~~square-feet~~SF of livable space in addition to approved commercial and hotel density.

~~C.~~

**C. Reduction of Employee Generation for Institutional/Nonprofit Use.** The City Council may reduce the base employee generation rate by up to fifty percent for uses that are “non-commercial or non-residential in nature, which provide educational, social or related services to the community and which are proposed by public agencies, nonprofit agencies, foundations and other similar organizations” upon finding that the benefits/impacts of such Development as they relate to the Community’s Critical Priorities and/or General Plan goals outweigh the housing impacts.

~~D.~~

**D. Independent Calculation.** An applicant may submit an independent calculation of the number of ~~employees~~FTEs to be generated by a proposed development, to be used in place of the Employee Generation Table. The independent calculation must be described in detail as to formulas used and the basis for those formulas. The City Council may choose to accept the independent calculation if the Council determines the calculation constitutes compelling evidence of a more accurate calculation of employee generation than Table 1: Employee Generation Table. Should the independent calculation not be accepted, then the applicable employee generation factor from the Employee Generation Table shall be applied to the proposed Development. Any acceptance of an Independent Calculation shall be site and use specific, non-transferable, and be memorialized in a Development Agreement between the developer and the City. Such Agreement shall be executed prior to the issuance of any building permit.

~~E.~~

**E. Redevelopment: Additions and Conversions of Use.** Redevelopment or remodeling of an existing structure or a change in use that results in additional employee generation shall require additional housing mitigation. In order for this Section to apply, the original structure and use must have resulted from an approved Master Planned Development or Annexation Agreement. Any new area or unit or any change in use or amendment to an existing approved Master Planned Development which creates additional Employee Generation as determined in Table 1: Employee Generation by Type of Use shall be subject to a recalculation of housing obligation. Mitigation shall be required for the employees generated by the proposed total square footage (including addition) minus the original employment generation prior to the change. Example 1: a conversion of a 1,000-square-foot. retail establishment with an employee generation rate of 3.3 FTEs per 1,000 ~~square-feet~~SF to a restaurant or bar with a generation rate of 6.5 FTEs per 1,000 ~~square-feet~~SF results in a net increase in 3.2 FTEs and would require additional mitigation. Example 2: a bar-restaurant enlarges their space by expanding the building into ~~parking~~a parking area, adding 1,000 ~~square-feet~~SF which is a net increase of 6.5 FTEs and would require additional mitigation.

~~F.~~

F. Final Unit Requirement Calculations. The final calculations for the number of affordable units and the rental or sales price for these units shall be made by staff utilizing the calculation formulas in Section 8 and Section 20 of this Housing Resolution. All calculations are subject to approval by the Park City Housing Authority prior to the issuance of building permits for the covered project.

G. PCMC Capital Projects are Exempt. Capital projects completed by the City are for the benefit of the community and as such shall be exempt from housing obligations.

~~G.~~

## SECTION 9. METHODS TO FULFILL HOUSING OBLIGATIONS

A. Methods of Meeting Minimum Requirements. The following methods, in order of priority, may be used to meet the minimum affordable housing mitigation requirements.

1. Construction of unit(s) on the site on which the development is proposed. Affordable housing units shall be constructed on the project site, unless the developer can demonstrate compelling evidence that an alternative method would result in a better design, enhanced level of affordability or that the construction on-site would adversely affect the design of the project.
2. Construction of the unit(s) within the Park City corporate limits provided such land, site or structure had not been previously deed-restricted for affordability.
3. Dedication of existing units within Park City corporate limits provided such units have not been previously deed-restricted for affordability. Developers may deed restrict units by purchasing an open-market unit, placing a Deed Restriction on that unit, and renting or reselling the unit to a Qualified Household. It is the developer's responsibility to demonstrate approval by the homeowners association for the open-market unit proposed for deed restriction, including any limitations on the homeowners association dues for the Housing Unit. It is the developer's responsibility to demonstrate approval by the jurisdiction in which the proposed unit is located for any unit proposed to be deed restricted to provide Affordable Housing, including approval of the provisions of the deed restriction. Units so deed restricted are subject to all size and construction standards and notes, except that PCMC may consider an exception to the size standards on a case-by-case basis. An exception to the size standards shall not be greater than 100 ~~square feet~~<sup>SF</sup> from the minimum or maximum allowable square footage per Section 9.C. A developer may request this exception in its Housing Mitigation Plan, or may apply for such exception as an amendment to the Housing Mitigation Plan. Any existing unit which is to be deed restricted must be in a good state of repair and condition. Acceptance of existing units shall be at the sole discretion of the Park City Housing Authority. If accepted by the Park



City Housing Authority, existing units must meet the following criteria, unless a variance from these requirements is approved by the Park City Housing Authority:

- a. Units must be freshly painted in the interior, and exterior walls shall be freshly painted within one year of approval;
- b. All appliances must be in good condition and working order;
- c. Yards and landscaping, windows, heating, plumbing, and electrical systems and equipment shall be in good condition and working order;
- d. Units must meet the Energy Efficiency requirements set out in Section 9.F below;
- e. The roof must have a remaining useful life of at least ten (10) years and Units shall meet applicable building codes in effect at the time, pursuant to inspection and approval by a qualified Building Inspector accepted by PCMC;
- f. The Applicant shall bear the costs and expenses of any required upgrades as well as any structural/engineering reports required by PCMC to assess the suitability for occupancy and compliance with required standards;
- g. In order to complete an inspection and to receive approval for deed restricting an existing unit, the Developer may be required to pay an Inspection Fee to PCMC, which is not refundable. Payment to place deed restrictions on existing units owned by a third party is allowed with the following requirements:
  - ~~i.~~ i. No more than 25% of a housing obligation resulting from one particular Development Agreement may be fulfilled by placing deed restrictions on already constructed units owned by a third party;
  - ~~ii.~~ ii. Must demonstrate approval by the homeowners association for the open-market unit proposed for deed restriction, including any limitations on the homeowners; association dues for the Housing Unit; and
  - ~~iii.~~ iii.
  - ~~iv.~~ iv. Units must meet the health, safety and energy efficiency standards set out in this Section 9.A.3.

- 4. Construction of units outside Park City, but within the Park City School District boundary as it stands on January 1, 2015.
- 5. Conveyance of land within the Park City School District boundary as it stands on January 1, 2015 provided such land has not been previously deed-restricted for affordability. The developer may elect to (a) convey land to the City or its designee that is of equivalent value to the fee in lieu contributions required under this Resolution, plus an additional 25 percent to cover costs associated with holding, developing, improving, or conveying such land; or (b) convey land to the City or its designee that is of equivalent value (as of the

date of conveyance) to that land upon which required units would otherwise have been constructed and properly zoned such as to allow construction of at least that number of units for which the obligation of construction is being satisfied by the dedication of the land. Land conveyance shall occur prior to the issuance of any building permit for the free market portion of the development. Should the City Council later elect to sell the land, all proceeds from the sale of the land shall be placed in a dedicated housing fund.

- ~~6.~~ 6. Payment of Fees in Lieu of Development. If the Park City Housing Authority determines that (1) no other alternative is feasible, or (2) such a payment would result in more immediate development of housing, or (3) such a payment would leverage additional resources, then a Payment of Fees in Lieu of Development may be accepted. The collected funds may only be expended for projects located within the corporate limits of Park City or within the Park City School District boundary as it stands on January 1, 2019. The In Lieu Fee shall be based on the actual cost of construction in the prior year ~~and published annually in June on the City's affordable housing webpage~~. Updates may occur more frequently at the request of the City Council to reflect changing real estate conditions. Any Fees in Lieu collected and any interest accrued shall be used only for the purpose of planning for, subsidizing, or developing affordable housing.

~~6.~~

**B.** Unit Types: The distribution of dwelling unit types that meet the deed restricted affordable unit requirements of this section shall be as follows:

**B.**

- ~~1.~~ 1. Single-Family: In developments where only single-family detached dwelling units are being produced, the required on-site Affordable Unit Equivalents shall also be single-family detached dwelling units.

~~1.~~

- ~~2.~~ 2. Multi-Family: In developments where only multi-family buildings are being produced, the required on-site Affordable Unit Equivalents shall also be within the multi-family building or buildings.

~~2.~~

- ~~3.~~ 3. Mixed: In developments where there is a mix of dwelling unit types such as: detached single-family, townhomes, duplexes or attached single-family, or multi-family condominium or apartment buildings, or other types of units, the required on-site Affordable Unit Equivalents shall also be a mix in the same proportion as the market rate dwelling units.

~~3.~~

- ~~4.~~ 4. Alternative Distribution Ratios: Different unit distribution among the Affordable Unit Equivalents may be permitted by the Park City Housing Authority on a case-by-case basis if doing so would accomplish additional benefits or result in a better design than not using the distribution of units provided for in this section.

4.

- C. Minimum Square Footage Standards: In order to assure livability, the standard net livable square footage for affordable units shall be as follows:

| UNIT TYPE         | MINIMUM <del>SQUARE FEET</del> SE | <del>MAXIMUM SQUARE FEET</del> |
|-------------------|-----------------------------------|--------------------------------|
| Micro Unit/Studio | <del>200</del> 250                | <del>600</del>                 |
| 1 Bedroom         | 600                               | <del>800</del>                 |
| 2 Bedroom         | <del>800</del> 700                | <del>1,100</del>               |
| 3 Bedroom         | <del>1,100</del> 900              | <del>1,300</del>               |
| 4 Bedroom         | 1,1300                            | <del>1,600</del>               |

D.

1. Minimum square footage is the actual minimum square footage allowed to be constructed or otherwise provided under the provisions of the Park City Land Management Code. ~~Maximum square footage is the maximum amount of square footage which may be credited against the required square footage for a given unit type, regardless of the actual size of the unit provided. For projects which have Affordable Housing comprised of single family, duplex, or triplex structures, Park City Housing Authority may, at its sole discretion, approve increases to Maximum Square Footage for each Unit Type up to twenty five (25) square feet per bedroom if it is demonstrated and the Park City Housing Authority finds the variance will benefit the overall affordable housing program.~~
- ~~2.~~ 2. All newly ~~constructed~~constructed, deed restricted Affordable Housing Units must comply with the applicable building codes in effect in Park City and with all rules, regulations and codes of all governmental bodies and agencies having jurisdiction.
- ~~2.~~ 3. All deed restricted Affordable Housing Units must have a fully equipped kitchen (Sink, Refrigerator, Stove Top, Microwave) and a full bathroom (Sink, Shower/Tub, and toilet), areas for living and sleeping and designated areas for storage. Areas designated for sleeping and/or bedrooms shall be a minimum of 100 ~~square feet~~SE, with a minimum width ~~dimension~~ of 10 feet. PCMC shall be the final judge of the adequacy of facilities provided in the unit.

~~3.~~

4. Any deviation from these standards shall be approved by Park City Housing Authority as part of the applicable Affordable Housing Mitigation Plan. The Building Department prior to the issuance of any building permits for either the free market or employee housing component of the project must verify square footage. The Building Department may check the actual construction of the Affordable Unit Equivalents.

4.1.

E.D. Seasonal Units. Pursuant to the applicable City codes, an applicant for a development may, at the sole discretion of the City and subject to certain requirements, satisfy the employee housing requirements by provision of dormitory/Single Room Occupancy (SRO) units designed for occupancy by seasonal employees. The dormitory/Single Room Occupancy (SRO) units must satisfy all requirements of the applicable Guidelines and shall be required to meet the following minimum standards:

1. Occupancy of a dormitory unit shall be limited to no more than 8 persons.
2. There shall be at least 150 ~~square feet~~SE of net livable square footage per person.
3. At least one bathroom shall be provided for shared use by no more than four persons. The bathroom shall contain at least one toilet, one wash basin, one bathtub with a shower and a total area of at least 60 net leasable ~~square feet~~SE.
4. A kitchen facility or access to a common kitchen or common eating facility shall be provided subject to the Building Department's approval and determination that the facilities are adequate in size to service the number of people using the facility.
5. Use of 20 net leasable ~~square feet~~SE per person of enclosed storage area located within, or adjacent to, the unit.

6. Rents for dormitory units will be approved by the Park City Housing Authority in conjunction with approval of the Housing Mitigation Plan.

6.7.

E. Special Needs Emergency/Transitional Housing. Pursuant to the applicable City codes, an applicant for a development may, at the sole discretion of the City and subject to certain requirements, satisfy a portion of its employee housing requirements by provision of special needs emergency/transitional housing units through either direct construction, land donation or the donation of existing units. There must be a quantified, demonstrated need for the emergency/transitional housing within the Park City boundaries. The housing must be developed in collaboration with a federally recognized, 501(c)(3) nonprofit organization. The housing must comply with all applicable local, state and federal requirements. Given the unique and ~~varying~~varied characteristics of the population to be served, the rents for emergency/transitional housing must be approved in advance by the Park City Housing Authority.

~~F.~~

F. Minimum Green Building Requirements. All appliances and ~~products/fixtures~~, including light ~~bulbs~~bulbs, shall be Energy Star qualified products for all new construction or substantial rehabilitation. Developers are encouraged to meet Park City Resolution 28-2017, Net Zero Energy Performance Requirements.

~~G.~~

H.G. Affordable Unit Amenities. Affordable units may differ from the market units with regard to interior amenities and gross floor area provided that:

1. These differences, excluding differences related to size differentials, are not apparent in the general exterior appearances of the project's units;
2. These differences do not include insulation, windows, heating systems, and other improvements related to the energy efficiency of the project's units; and
3. The gross floor area of the affordable units is not less than the minimum requirements listed in Section 9.C above, unless waived by the City.

~~3.~~

I.H. Homeowners Association Dues in New Construction

1. Affordable/Employee units within Market Buildings. To protect the affordability of the Affordable Housing Units within a market building, the ~~declaration of covenants, conditions and restrictions~~ CCRs shall state that the Affordable Housing Unit shall only be assessed monthly dues and other shared assessments based on whichever of the following two (2) formulas result in the lower cost or option C:
  - a. Size: the pro rata ~~shares~~shares of the assessments based on the size of the Affordable Housing Unit in ~~square feet~~SF as compared to the total size of all the other units in the development; or
  - b. Par Value: ~~the~~The Affordable Housing Unit pays a pro rata share based on its initial list price at the initial sale of the unit compared to the aggregate initial list price at the initial sale of all units in the project. This method is preferred for units mixed within market units ~~in order to~~to recognize the Affordable Housing Units are not substantially the same as market units. For the avoidance of doubt, any subsequent reduction or increase in list price or a discount or premium on the listing price to a particular purchaser shall not ~~have an effect on~~influence, or cause a recalculation of, the par value of the particular unit or the total value of all units in the project. Example: if an Affordable Housing Unit was initially listed at a price of \$150,000 dollars for the initial sale of the unit, and the total initial list price of all units in the complex at their initial sale was \$2 million dollars, then the Affordable Housing Unit would pay a ratio of 7.5% of the community's total HOA fees. This calculation would not change if an individual purchased a unit for a price less or more than \$150,000 dollars or upon resale of the unit.

- c. Separate HOA: Affordable Housing Units within market rate developments may have the option to create their own separate HOA to determine their fees and assessments separate from the market rate units within the same development. Refer to Section 2 below to see the procedure for 100% affordable properties.

2. Affordable/Employee units within 100% affordable properties: The ~~CCRs declaration of covenants, conditions and restrictions~~ of the homeowner's association shall state that the annual common operating assessment shall not exceed one- and one-half percent (1.5%) of the initial list price of the Affordable Housing Unit. If utilities for individual units are included in HOA dues, then the dues less the cost of utilities for individual units may not exceed 1.5% of the initial list price.

Example: List price of an Affordable Housing Unit is \$300,000. Annual common operating assessment for this unit shall not exceed \$4,500 (\$300,000 x .015) or \$375 per month.

Exceptions or changes to this rule may be granted by (i) the affirmative vote of no less than 67% of the owners or, (ii) after delivery by the HOA to the Housing Authority of a letter justifying the necessity of the excess increase to the Housing Authority's satisfaction in its sole discretion, by an affirmative majority vote of the Housing Authority.

2.

3. Limits to Annual Increases. The ~~CCRs declaration of covenants, conditions and restrictions~~ of the homeowner's association shall state that annual increases in common operating assessments shall not exceed 4% of the prior year's assessment. Exceptions to this rule may be granted by (i) the affirmative vote of no less than 67% of the owners or, (ii) after delivery by the HOA to the Housing Authority of a letter justifying the necessity of the excess increase to the Housing Authority's satisfaction in its sole discretion, by an affirmative majority vote of the Housing Authority.

3.

4. Special Assessments. The ~~CCRs declaration of covenants, conditions and restrictions~~ of the homeowners association shall state, in market buildings that include Affordable Housing Units, that Special Assessments must be apportioned to the Affordable Housing Units in accordance with the size of the unit or based on par value whichever is less calculated in accordance with the formula set forth in H.1. of this section. In properties that are made up of 100% Affordable Housing Units, Special Assessments must be approved by no less than 67% of the owners. If less than 67% of the owners vote for the Special Assessment ~~and, and~~ then a presentation can be given to the Housing Authority in the form of a letter detailing the need for the Special Assessment, , the Housing Authority may, in its sole discretion, approve the

Special Assessment by an affirmative majority vote. Exceptions to this rule may be granted by an affirmative majority vote of the Housing Authority.

~~4.~~

**SECTION 10. DEED RESTRICTION.** Prior to the plat recordation, provisions to ensure continued affordability of affordable and attainable units shall be embodied in legally binding deed restrictions, which shall be prepared by the developer to meet the requirements outlined in this Resolution. PCMC Staff shall provide the Developer with template deed restriction documents for review. The deed restrictions shall not be recorded until reviewed and approved by the City Attorney with such modifications as may be deemed necessary to carry out the purpose of this Resolution. In addition, prior to issuance of any Certificate of Occupancy, the deed restrictions shall be amended, if necessary, to reflect changes approved by PCMC and governing bodies which may have occurred during construction or conversion of the units(s) (e.g., net livable square footage). Deed Restrictions for Affordable Units must meet the requirements of the Park City Municipal Land Management Code in addition to the general requirements of this Resolution. No building permit application shall be accepted in the absence of proof of the execution of ~~requirement required~~ agreements and covenants. The Deed Restriction shall specify:

- A.** The definition of a “Qualified Buyer” and/or a “Qualified Renter”.
- B.** For sale units must be owner occupied.
- C.** Unit Owner of Owner Occupied units shall not rent or lease all or any portion of their Units, including nightly rentals; provided, however, that only with the prior written consent of the City, Unit Owners may rent or lease their Units under the following circumstances:

~~a.~~1. Subject to other zoning and land use regulations, each Unit Owner may rent out a portion of his or her Unit to a roommate for a minimum term of six (6) months and a maximum term of twelve (12) months, and the amount of respective rent a Unit Owner may charge such roommate per month shall not exceed forty-five percent (45%) of the sum of the mortgage payment, Project association assessments, and utilities owed per month for such Unit.

~~b.~~2. At a rate determined by the City after accounting for the Unit Owner’s costs, a Unit Owner may rent out the Unit Owner’s Unit for a period not to exceed twelve (12) months if the Unit Owner is unable to Sell the Unit after one-hundred-and-twenty (120) days of Reasonable Effort. The option to rent under this Subsection shall not be exercised by any Unit Owner more than once.

~~c.~~3. At a rate determined by the City after accounting for the Unit Owner’s costs, a Unit Owner may rent out the Unit Owner’s Unit if the Unit Owner is required to relocate for a period not to exceed two (2) years by the Unit Owner’s employer; for religious, civic, or community service; or for military service.

~~d.~~4. Other circumstances as may be required by law.



- D. The process for resale of the unit ~~shall be~~ in accordance with ~~the this~~ PCMC Housing Resolution.
- E. The method of calculation of the allowed Maximum Resale Price (“MRP”). MRP shall include:

- ~~a.1.~~ \_\_\_\_\_ An increase in price of three percent (3%) per year from the date of purchase to the date of Owner’s notice of intent to sell (compounded annually and prorated at the rate of .25 percent per each whole month of any part of a year);
- ~~b.2.~~ \_\_\_\_\_ PLUS, ~~The~~the costs of Qualified Capital Improvements as defined, not to exceed five percent (5%) of the MRP for the current owner or as determined by PCMC on a project specific basis provided that:

- ~~1.a.~~ \_\_\_\_\_ Improvements are pre-approved by PCMC prior to commencement of any work or installation.
- ~~2.b.~~ \_\_\_\_\_ Proof of ~~homeowners~~homeowner’s association approval must be provided to PCMC prior to commencement of work.
- ~~3.c.~~ \_\_\_\_\_ Improvements must be properly permitted and inspected by the Park City Municipal Corporation Building Department if applicable.
- ~~4.d.~~ \_\_\_\_\_ Improvements are documented by the Owner and submitted to PCMC via final detailed paid invoices.

- ~~c.1.~~ \_\_\_\_\_ LESS, the Depreciation on Permitted Capital Improvements
- ~~d.2.~~ \_\_\_\_\_ LESS, any costs to bring unit up to Minimum Standards for MRP.

- F. The Housing Unit may be used in a Home Occupation if:

- ~~a.1.~~ \_\_\_\_\_ Proof of compliance with the Park City Municipal Code, as amended, or its successor document, is provided to PCMC;
- ~~b.2.~~ \_\_\_\_\_ HOA approval of the specific Home Occupation is filed with PCMC, if applicable;
- ~~c.3.~~ \_\_\_\_\_ The business holds a current PCMC business license; and
- ~~d.4.~~ \_\_\_\_\_ The business holds current state and federal tax identification numbers, if applicable.

- G. PCMC does not make any guarantees of the Owner’s ability to sell the Housing Unit for its MRP or rent the Housing Unit for the Maximum Rent Allowed.

- H. Violation of any of the covenants, conditions and terms of the Deed Restriction shall also be a violation of the Housing Resolution whether or not a corollary provision exists.



- I. An Option to Purchase shall be granted by the Lender to PCMC to redeem the Housing Unit in the event of default by purchasing the unit from the holder of the trustee's deed at the redemption price plus reasonable costs of the holder.
- J. The Deed Restriction shall be binding on all Owners, successors and assigns including any holder of a deed in lieu of foreclosure.
- K. The Deed Restriction, Option to Purchase, and any amendments thereto must be recorded in the property records of Summit County. The original executed and recorded documents must be returned to PCMC for their files.
- L. Deed Restrictions may not be transferred off the property unless otherwise approved through the Park City Housing Authority.
- M. All Deed Restrictions must be approved by PCMC. No modification or amendment to the Deed Restriction shall be effective unless agreed to in writing by PCMC.

SECTION 11. TIMING OF OCCUPANCY. The affordable units shall be ready for occupancy no later than the date of the initial or temporary occupancy of the free-market portion of the project. If the ~~free-market~~free-market units are to be developed in phases, then the affordable housing can be developed in proportion to the phasing of the free-market units as approved in the Housing Mitigation plan.

#### SECTION 12. APPLICABILITY OF RESOLUTION TO PRIOR APPROVALS OR PENDING APPLICATIONS.

- ~~1.A.~~ 1.A. Prior Development Agreements. Developments, which received development plan approvals prior to the adoption of this housing resolution, shall conform to the provisions of the resolution in place at the time of applicable complete application. Any modifications to an existing Development Agreement that results in an increase in housing units or employee generation shall be subject to the provisions of this Resolution.
- ~~2.B.~~ 2.B. Prior Annexation. Unless otherwise provided in Conditions of Approval or a Development Agreement, Developments subject to affordable housing requirements imposed by annexation agreements entered into prior to the effective date of this Resolution may develop in conformity with the Resolution in place at the time the Annexation Agreement was approved.
- ~~3.C.~~ 3.C. Pending Project Approval Actions. Developments for which complete applications were filed prior to the effective date of this Resolution, but have not been reviewed by the appropriate body, must conform to the Resolution in place at time of application.

SECTION 13. HOUSING MITIGATION PLAN. The Applicant shall submit a Housing Mitigation Plan. The Housing Mitigation Plan shall be developed using the Housing Mitigation Checklist, reviewed by the Planning Commission as part of the application to

the City for the Annexation or Master Planned Development with a recommendation forwarded to the City Council. The Housing Mitigation Plan shall include the following:

- ~~1.A.~~ Calculation and Method. The calculation of, and method by which housing is to be provided, in compliance with Section 8 “Calculation of Minimum Affordable Housing Requirement” and Section 9 “Methods to Fulfill Housing Obligations.”
- ~~2.B.~~ Unit Descriptions. If affordable housing units are to be developed, a site plan and building floor plans (if applicable), illustrating the number of units proposed, their location, the number of bedrooms in and square footage of each unit, and the rental/sale mix of the development. The proposed sale prices and rent levels shall also be included.

#### SECTION 14. CONSTRUCTION TIMING.

- A. Construction of Market Units. Affordable units shall be made available for occupancy on approximately the same schedule as a project’s market units; except that Certificates of Occupancy (temporary or permanent) for the last ten percent of the market units shall be withheld until Certificates of Occupancy have been issued for all of the affordable units. Other phasing agreements may be accepted, if doing so would accomplish additional benefits for the City consistent with the purposes of this Resolution. A schedule setting forth the phasing of the total number of units in a covered project, along with a schedule setting forth the phasing of the required affordable units shall be approved prior to the issuance of a building permit.
- B. Fulfillment in Advance of Obligation. Affordable units may be completed in advance of development that triggers an affordable housing obligation. In instances where a residential or commercial developer wants to build and deed restrict units in advance of incurring an affordable housing obligation, the units will be valued as to number of AUEs under the Housing Resolution in existence at the time the market development occurs. The future development shall be identified within the recorded deed restriction document. The units shall be built in accordance with prevailing Land Management Code and deed restricted at the time of approval. The total square footage of deed restricted units will be converted to Affordable Unit Equivalents in compliance with the Housing Resolution in effect at the time a plat is approved for the development that triggers the housing obligation. If for some unforeseen reason, the development triggering the obligation is not completed, the City will entertain a request that the recorded deed restriction(s) on the affordable units be removed.

SECTION 15. GOOD FAITH MARKETING REQUIRED. All sellers or owners of deed restricted affordable units shall engage in good faith marketing efforts each time a deed restricted unit is rented or sold such that members of the public who are qualified to rent or purchase such units have a fair chance of becoming informed of the availability of such units. A public marketing plan shall be submitted by the developer for the initial sale or lease of the units.

## SECTION 16. HOUSEHOLD QUALIFICATIONS

### A. “Qualified Household” Defined. Qualified Households must:

1. meet the Employment Requirement;
2. meet the Income Limits;
3. meet the Residency Standard;
4. meet the Property Ownership Standard; and
5. meet the Net Assets Standard.

### B. Employment Requirement

1. Qualified Households must include a minimum of one adult in his or her Household who meets one of the following criteria:
  - a. A full-time (aggregate of 30 hours of employment per week) employee of an entity or entities located within the Park City School District Boundaries for a minimum of two years; or
  - b. An owner of a business or entity with a primary place of business within the Park City School District Boundaries for a minimum of two years; or
  - c. A full-time (aggregate of 30 hours of employment per week) worker who is self-employed or works out of their home and can provide proof that a minimum of 75% of their clients are based within the Park City School District Boundaries for a minimum of two years.
  - ~~d.~~ Remote work will only be considered if the applicant has been a local, Park City resident for a minimum of five years prior to application.
  - d.
  - ~~e.~~ Qualifying Volunteer Hours: Up to ten percent (10%) of the required employment hours may be filled by verifiable Volunteer Community Service within the boundaries of the Park City School District.
  - e.
2. Exemptions. Those who have been determined by PCMC to be Qualified Retired or Qualified Disabled prior to application for ownership or rental, as well as Immediate Family of a Qualified Employee are exempt from the required employment hours.
  - a. Qualified Disabled: A person who is unable to work or does not have a work history required due to a disability as defined by the Americans with Disabilities Act.
  - ~~a.b.~~ Qualified Retired: Those who are 65 years or older may apply to be Qualified Retired by providing a verifiable history of employment meeting the ownership or rental occupancy Employment Requirements for at least two (2) years immediately prior to retirement.

### C. Earned Income Standard

1. Households must earn a minimum of seventy-five percent (75%) of their Gross Income (public assistance or benefits are assumed to be earned

income) within the Park City School District Boundaries. ~~To qualify for ownership of a Housing Unit, Household Income is limited to 80% of AMI for Affordable Units and 150% of AMI for Attainable Units. Income limits change with size of household. Area Median Income is a calculation of annual household income determined by the US Department of Housing and Urban Development (HUD).~~

2. Exemptions – The following are exempt from the earned income standard:
  - a. Those who are Qualified Disabled per the provisions of Section 16.B.3a; and
  - b. Those who are Qualified Retired per the provisions of Section 16.B.3b.

D. Residency Standard: Applicants purchasing or renting must intend to ~~occupy;~~ and occupy and will be required on an ongoing basis to occupy the Housing Unit, as their sole and primary residence.

~~3.~~

D.E. Property Ownership Standard

1. At the time of application, a Household may own other undeveloped or developed residential or commercial property. The fair ~~market~~ value less remaining mortgage loan against such property will be taken into consideration when determining Household Net Assets.
2. Ownership of undeveloped or developed residential or commercial property is restricted.
  - a. At the time a Real Estate Purchase Contract is signed, the Household will be required to sell the property prior to closing on the Housing Unit.
  - b. Households that desire to acquire developed residential property after taking ownership of a Housing Unit must sell the Housing Unit to a Qualified Individual prior to any acquisition of additional undeveloped or developed residential or commercial property.
  - ~~b.~~

E.F. Net Assets Standard

1. The combined Net Worth of the persons eighteen years of age and older in the Household shall not exceed four times the ~~AMT~~ annual income for the household ~~size~~. Assets include business assets, real estate, stocks, bonds, cash and retirement accounts. See “Definitions” for further information.
2. A one-time gift of up to thirty percent (30%) of the Housing Unit purchase price used for the purchase of a Housing Unit ~~may will~~ be considered in Net Assets, and not as Income, for the purposes of initial qualification.
3. Disposition of Assets – Any member of a Household who has assigned, conveyed, transferred or otherwise disposed of property or other assets

within the last two (2) years without fair consideration in order to meet the net asset limitation or the property ownership limitation shall be ineligible.

~~3.~~

~~F.G.~~ Household Size – The total number of people in a Household shall comply with Park City Building Code regarding occupancy limits based on square footage.

SECTION 18. APPLICATION PROCESS. ~~In order to address the priorities and goals of the City, all sales and resales of units must be in accordance with the process outlined in this section.~~

A. ~~Pre-Application: Household Application & Selection Process. PCMC has created an application and selection process for the sale and resale of all units in the City's housing program. The initial creation of a waitlist was done through a lottery process.~~ Selection for future sales and resales of units will be done utilizing ~~the an~~ established waitlist. People wishing to be placed on the waitlist must complete the online pre-application.

~~B. Pre-Application: Pre-Applications provided by the Housing Office shall be submitted. Pre-Applications may be completed online, scanned and submitted via email, or submitted in hard copy form. Submission of the Pre-Application form shall consist of the one-page form plus the signed Indemnification form, plus a pre-approval letter from a qualified lender. Qualified pre-applications will be placed at the bottom of the established waitlist in the order they are received.~~

~~C. Full Application: When a waitlist applicant is interested in purchasing a unit that becomes available, selected,~~ the applicant will be requested to submit a Full Application in the form provided by PCMC. In addition, PCMC may request any combination of documentation reasonably related to proof of income, assets, and employment. The Full Application includes a release of information form which must be signed by the Household so that PCMC may obtain such information. The Full Application also includes a sworn statement of the facts contained in the application, ~~including at least the following certifications:~~

~~1. that the facts contained in the application are true and correct to the best of the Applicant's knowledge;~~

~~2. that the Applicant has been given the standard application information packet by PCMC or its designee; and,~~

~~3. that the Applicant, on the basis of the application presented, believes that the Household qualifies to occupy the Housing Unit in question according to the Deed Restriction, this Resolution and all other applicable procedures, rules and regulations.~~

~~B.1.~~ Verification of Qualification: Verification of Qualification and Eligibility Standards will be completed once a Full Application is received. Full Applications

are not accepted on a rolling basis. The City will notify those on the waitlist when applications are being accepted and for what property or project.

~~E.2.~~ E.2. Misstatement of Fact or Deliberate Fraud: Any material misstatement of fact or deliberate fraud by the Household in connection with any information supplied to PCMC shall be cause for immediate expulsion from the application process and/or forced sale or vacation of the Housing Unit. In addition, any material misstatement of fact or deliberate fraud by the Household shall be considered as intent to commit affordable housing fraud as defined in City Code § 8-3-6. Ordinance 14-47 was ratified to “ensure that any fraud and unjust enrichment in the process is stopped and that buyers, sellers, and other intended beneficiaries of deed restricted affordable housing are protected from any fraudulent acts or statements.” A violation of City Code § 8-3-6 is subject to criminal prosecution.

~~D.3.~~ D.3. Confidentiality: All personal and financial information provided to PCMC will be kept strictly confidential, except as follows:

~~B.a.~~ B.a. Signed contracts between the Applicant or Household and PCMC including but not limited to Contracts to Purchase a Housing Unit, Deed Restrictions, any document to be recorded with the sale of the Housing Unit along with the Deed Restriction, and any document that would customarily be a matter of public record in the property records of the applicable jurisdiction;

~~E.b.~~ E.b. The names and lottery positions of all persons who have participated in any ownership lottery held by PCMC;

~~D.c.~~ D.c. Any other information that a court of competent jurisdiction rules must be released under the Freedom of Information Act or the Utah Government Records Access and Management Act;

~~E.d.~~ E.d. Personal and private information necessary for an independent audit of PCMC records, provided such person or entity provides authorization; and

~~a.~~ a. Personal and private information to the extent PCMC determines the information is necessary for its deliberation of a request for an Exception or for consideration during a violation hearing.

~~e.~~ e.

~~f.~~ f. Third Party Verification: PCMC may require third-party verification for all self-employed Applicants at initial qualification and during compliance checks. PCMC may also employ outside accounting expertise to evaluate the reasonability of an Applicant’s or Household’s representations of Income and Assets.

~~E.~~ E.

SECTION 19. CALCULATION OF SALE PRICE ~~In general, the initial sales price for an affordable unit in any one development shall average a price affordable to a household earning 80 percent of Summit County AMI. Target Household Income~~ The Sale Price for a targeted household income shall be calculated according to the following guidelines: mortgage payment for the Owner Occupied Unit, including principal, interest, taxes and

insurance (“PITI”), and HOA Operating Dues shall not exceed 30% of the Target Household Income. The assumptions used to calculate the sales price shall be: (i) a 5% down payment; (ii) a 30-year term; and (iii) an interest rate equal to the prevailing FirstHome rate, or its program equivalent, of the Utah Housing Corporation ([www.utahhousingcorp.org](http://www.utahhousingcorp.org)) at the time of the offer.

SECTION 20. RENTAL PROCEDURES. In cases where rental of Housing Units is allowed, the general Rental Procedures contained in this section are required.

**A. Standards for the rental of Housing Units:**

1. Affordability Standards are based on Maximum Rental Rates which are ~~targeted at~~ thirty percent (30%) of Household Income for the target group. ~~Maximum Rental Rates and methodology for calculating Maximum Rental Rates are found in this section.~~
2. Maximum Rental Rates may include the cost of utilities and HOA fees. ~~Owner~~The owner shall submit a lease which includes the proposed monthly rental rate along with proof of utility costs to PCMC staff. PCMC staff will evaluate the lease and either approve or deny the rental rate proposed based on the standards established herein.
3. Rental rates shall apply whether the units are ~~provided~~ furnished or unfurnished.
4. The Owner of Affordable Housing rental units, at its cost and expense, must keep and maintain the interior and exterior of the total structure (including all residential units therein) and the adjacent open areas in a safe and clean condition and in a state of good order and repair, reasonable wear and tear and negligent or intentional damage by tenants excepted.

~~4.~~

~~B.~~—Occupancy: In calculating the rents or carrying charges of affordable units, the relationship between unit size and household size in Section 16 shall apply.

~~B.~~

~~C.~~—Households: Households shall include all Tenants occupying the Housing Unit and shall.

~~1. Households shall~~ meet the Household Initial Qualification criteria as set forth in Section 16.

~~2.—Household Qualification shall be recertified by PCMC Staff at Lease renewal and any time there is a change in Household.~~

~~D.C.~~ D.C. Tenants:

1. All tenants shall meet the employment qualifications found in Section 16.
2. PCMC Staff shall certify the qualification of all Tenants prior to tenancy and/or the signing of a lease.



3. Tenants shall meet the Income Eligibility Criteria designated by the Housing Unit's Income Eligibility at time of tenancy.

**E.D.** Leases: ~~Rental and or o~~ccupancy of Housing Units must be memorialized by a written Lease.

1. Leases must include reference to applicable provisions of the Deed Restriction including but not limited to restrictions on rental rates.
2. Leases must be for a minimum of six (6) months with a maximum of twelve (12) calendar months.
3. Executed copies of Leases shall be on file with PCMC at all times during the period in which rental of the Housing Unit is required or has been approved.

**E.** Lease Renewal: At the time of any Lease renewal, Maximum Rental Rate may be adjusted up or down in conformity with amendments to this Resolution.

**F.** Requirements for Occupancy of a Room or Portion of a Housing Unit

1. Unit Owner may charge such roommate an amount per month not to exceed forty-five percent (45%) of the sum of the mortgage payment, ~~Project~~ monthly association operating assessments, and utilities owed per month for such Unit.
2. A Lease between Owner and Tenant must be executed and filed with PCMC.

**SECTION 21. TERM OF AFFORDABILITY.** The Term of Affordability shall be for a period of not less than forty (40) years. At the expiration of the initial forty (40) year term, Affordable Housing Units shall be reviewed for additional consecutive ten (10) year terms, unless the City shall determine, based on an independent housing needs assessment, that the Unit is no longer necessary to satisfy the affordable/employee housing needs in Park City. If the City makes no such determination, the Term of Affordability shall automatically renew for one or more additional consecutive ten (10) year terms.

**SECTION 22. WAIVERS.** The City Council may waive all or part of the requirements of this Resolution in exchange for enhanced project affordability or livability including but not limited to the incorporation of sustainable building practices and systems in the unit design and development.

**SECTION 23. ADMINISTRATIVE RELIEF.** The City Council may waive all or part of the requirements of this Resolution where the applicant can establish by clear and convincing financial data and other evidence relating to the character of the development or surroundings that the imposition of the requirements set forth in this Resolution shall create an economic hardship. The Council shall use the same standards ~~that it applies that~~ apply to historic properties in making a determination of economic hardship. A waiver under this section shall be granted only to the extent necessary to relieve the hardship or difficulty that serves as the basis for the requested waiver and shall not be considered precedent for future requests for administrative relief.

**SECTION 24. SEVERABILITY.** If any section, subsection, sentence, clause, phrase, or portion of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate distinct and independent



~~provision~~provision, and such holding shall not affect the validity of the remaining portions of the Resolution.

SECTION 25. EFFECTIVE DATE. This Resolution shall take effect upon adoption by the City Council. All prior Housing Resolutions and parts of Resolutions in conflict with the provisions of this Resolution are hereby repealed. This Resolution repeals and replaces all prior housing resolutions including Resolutions 37-91, 8-93, 6-94, 7-95, 17-99, 10-2006, 20-07, 25-12, 02-15, 13-15, 03-2017, ~~and~~ 25-2020, ~~and~~ 05-2021.

PASSED AND ADOPTED this ~~1st~~ \_\_\_\_ day of \_\_\_\_ ~~April, 2021~~ 2025.

#### ~~HISTORY~~

~~Adopted by Res. 05-2021 on 4/1/2021~~



## City Council Staff Report

**Subject:** Capital Budget Preview  
**Authors:** Jed Briggs, Robbie Smoot, Jessica Morgan  
**Departments:** Budget  
**Date:** April 24, 2025

### Summary Recommendation

Review and discuss the initial draft of the FY26 capital budget recommendations and provide feedback in anticipation of the adoption of the FY26 Tentative Budget on May 1, 2025.

### Executive Summary

Over the past several months, departments and project managers submitted proposals aligned with the [City Council's Core Values](#) and operational priorities, intended to shape the recommended capital investments for the next five years. Last year's budget process involved a comprehensive, bottom-up review of all capital projects - regardless of prior funding. This year, the approach was more targeted and focused on new project proposals and one-time funding requests, allowing for a more streamlined and resource-conscious approach.

This report primarily focuses on the General Capital Fund and its various funding sources. It also includes recommendations for the Water Fund, Transportation Fund, Lower Park Avenue (LPA RDA) Redevelopment Authority, and Golf Fund, all of which are included in the FY26 Tentative Budget.

### FY26 Budget Process Timeline

#### Dec:

- Managers discuss FY26 proposals with the executive team
- HR begins developing the upcoming Pay Plan strategy
- Managers begin reviewing Fee Policy changes

#### Jan-Feb:

- Budget FY26 revenue projections calculated
- Managers present detailed FY26 proposals to Council (big initiatives)
- Managers submit FY26 capital proposals to the CIP Committee and the Executive team

#### March:

- Final Executive review of Results Team/CIP committee recommended budgets

#### April-May:

- Review and Finalize Tentative Budget
- Determine organizational wages and benefits adjustments

- April 10 - Operating Budget Review
- April 24 – Capital Budget Review,

May:

- May 1 – Adopt Tentative Budget
- May 15 – Proposed Fee Changes
- May 22 - Follow-up presentations as needed

June:

- June 5 - Follow-up presentations as needed
- June 12 - Final Budget and Fee Schedule Adoption

### **General Capital Fund**

The three primary recurring revenue sources that make up the bulk of the City's General Capital Fund are:

- The Interfund Transfer to the Capital Replacement Fund;
- The General Fund Transfer (approximately 18% of Resort Tax); and
- 100% of the Additional Resort City Sales Tax (ARCST) and Transient Room Tax (TRT).

Requests made against each of these funding sources are described in the sections below. In FY26, in addition to categorizing projects by funding source, we also classified each request as either one-time or recurring, reflecting a broader effort to enhance budget transparency and align our resources. One-time projects are nonrecurring in nature and are typically funded through fund balances, interest earnings, savings from repurposed funding, or funding such as grants or impact fees. Matching one-time revenues to one-time projects ensures that capital resources are allocated efficiently and sustainably.

Recurring projects are annual or ongoing investments that support the repair, replacement, and upkeep of essential City infrastructure and services. These are primarily funded through a General Fund transfer and sales taxes to promote long-term funding stability and efficient asset management.

In addition, project managers conducted a targeted review of existing capital budgets to assess project status, remaining funding needs, and alignment with current operational and strategic priorities. The review included evaluating project activity levels, timelines, and expenditure trends to determine whether funds could be repurposed without disrupting essential work. Projects that were completed, inactive, or delayed beyond the five-year window were flagged for reconciliation.

As a result, approximately \$7.7M was identified to be reallocated to support higher-priority, one-time capital needs. Almost half of the savings are due to identifying other funding sources (\$3.6M), such as impact fees, grants, and RDA funds. \$4.1M is the net reduction in the General Capital Fund balance that we recommend repurposing to make a large enhancement in funding to support the future of an S.R.248 Park and Ride capital project.

## **FY26 One-Time New Capital Requests**

Below are the newly requested FY26 Capital budget requests. Exhibit B contains a complete list of all one-time projects.

- **CP0411 SR248/US 40 Park & Ride Program, \$10M** – This project is split between the General Capital and Transportation Funds to support the DVR LOI [agreement](#) for a regional parking and transportation facility located near SR 248. This project already has an FY25 \$15M budget, which meets the minimum required City contribution to match DVR's contribution. We recommend allocating another \$10M to support this high-priority transportation project: \$5M is obtained from repurposing capital projects in the General Capital Fund, and \$5M is obtained from the Transportation Fund. This brings the project total to \$25M and will help support the Mayor's challenge to identify a project location this summer, while also building a construction balance over several years. The increased funding demonstrates the City's commitment to pushing forward long-term transportation and traffic solutions in one of our key entryway corridors.
- **CP0598 PC MARC Aquatics Replacement, \$2.2M** – This FY25 budget request will cover the higher costs from the most recent construction contract amendment approved by the City Council on [March 20, 2025](#). This recommendation enables the pool construction project to begin on time, or on April 21, 2025, with completion by March 2026.
- **0000000729 PC MARC Public Restroom and Locker Room Remodel, \$570k** – The PC MARC locker rooms have seen significant use over the last 13+ years and require increasing maintenance and operational services due to daily malfunctioning equipment and wear and tear. This recommendation includes new lockers, restrooms, showers, plumbing upgrades, steam rooms, and all tile, grout, countertops, and fixtures. The locker rooms are used by over 297,000 visitors a year, including numerous youth summer camps, clinics, and tournaments. Frequent requests for additional cleaning and malfunctioning equipment require renovation after well over a decade of intense public use. We believe the renovation is also aligned with the reconstruction of the aquatic facilities, which we anticipate will increase the use of the locker rooms as the pools will draw additional community utilization.
- **0000000730 Kearns Blvd. Multi-Purpose Trail, \$300k** – This recommendation funds the design of a proposed 12-foot-wide shared-use path with a 3-foot landscaped buffer along Kearns Boulevard, a high-traffic corridor within a major redevelopment area that includes the City's 5-acre parcel. The project aims to improve pedestrian and cyclist safety and respond to long-standing public interest in enhanced multimodal connections throughout the Bonanza District. It also supports the goals outlined in the new mixed-use zoning framework currently under consideration by the Planning Commission and City Council.

The \$300,000 will support preliminary design, right-of-way analysis, and coordination with area property owners and public and private utilities. Significant progress has already been made in securing several easements, and the existing trail concept would connect Homestake Road to Kearns Blvd.

While ultimate construction funding will be pursued in future capital budget phases, as well as securing local and state grants, beginning the design process now allows the City to refine scope, pursue grant funds, and phase the project strategically to be ready to go to construction when desired, or work with the 5-Acre RFP partner to have them construct the new multi-purpose trail.

- **0000000743 McLeod Creek Trail Improvements, \$260k** – The McLeod Creek Bridge Replacements address safety and maintenance issues on a heavily used trail corridor segment that sees over 134,000 users a year. Two aging plank-style bridges present additional safety risks for wheeled users due to larger gaps in their surfaces that have expanded over time since their original construction.

Importantly, the project team secured \$308,935 from the 3rd Quarter Transportation Sales Tax, which is budgeted in the Transportation Fund, and is pursuing multiple other funding sources—including a state recreation grant and potential proceeds from bridge salvage—to offset costs to PCMC.

The \$260k recommendation combined with the \$308k will enable the construction of safe, all-season bridges that support trail maintenance and improve user experience along a high-priority active transportation corridor. The total amount recommended is \$568,940.

- **CP0002 Information System Enhancement/Upgrades, \$233k** – This multi-year request supports essential IT infrastructure and cybersecurity upgrades to address increased demands for network security, compliance, and system performance. It includes funding for firewall replacements, vulnerability and log management, desktop automation, and AI software tools such as Copilot and virtual password management.

These investments are critical to meeting Federal and State requirements, protecting sensitive data, and managing growing cybersecurity risks. Many core systems, including firewalls and network hardware, are reaching end-of-life and are no longer adequate. The recommendation also addresses expanding storage and video retention as the City adds more facilities and transit cameras. Planned over three years, this increase aligns with the City's equipment replacement schedules and long-term planning.

- **0000000752 Clark Ranch Frontage Road, \$200k** – \$50k in FY25 and \$150k in FY26, is recommended to continue to design a new frontage road to support the community's next large affordable and community housing development. Construction costs will be requested in a future budget process, and these funds will

be used to scope road design, easements, and other elements necessary to move the project forward while the P3 is being negotiated by the City Council.

- **0000000726 Lobby Upgrade at Ice Arena, \$110k** – This project will add a new admissions desk to the lobby near the front entrance of the Ice Arena, which we believe was an initial design flaw that has negatively impacted customer service, creating long queuing, and initial customer confusion upon entering the facility. This will also replace aging furniture throughout the lobby, where our patrons spend most of their time if they are not on the ice. The admissions desk will make checking in and organizing skaters easier when the facility is nearing capacity during open skating, camps and clinics, and league play by having someone in front of the ice entrance instead of around the corner and off to the side.
- **0000000731 Sidewalk Snowplow, \$100k** – This request funds the purchase of a Southwest 4S sidewalk snow removal vehicle to support expanded winter maintenance along new and existing pedestrian routes, including Homestead Drive, Spiro Trail, and the planned Rail Trail connection to PC Heights. The equipment would work in tandem with a proposed staffing increase requested by Public Works in the operating budget to provide more timely and reliable snow removal.

This is a new addition to the fleet and will be incorporated into the Fleet Replacement Fund for long-term lifecycle planning and maintenance.

- **0000000744 Quinn's Area Double Track Improvements, \$86k** – The Round Valley Double Track Improvements project addresses critical trail maintenance on a heavily used area. Originally improved over 15 years ago, these trails have become year-round amenities that serve thousands of residents and visitors a year. During the 2024 winter season, over 55,000 users accessed the trails through a single trailhead at Quinn's Junction—one of eight official trailheads in the Round Valley system.

This project proposes surface and drainage improvements on over four miles of trail, enhancing durability and grooming efficiency, particularly during winter. The proposed improvements build on lessons learned from previous work and are expected to extend the trail lifespan beyond the 15 years achieved from the original investment.

The City is partnering with the Mountain Trails Foundation and leveraging a \$200,000 RAP Tax grant awarded to the organization. The City's contribution of \$83,660 will cover the remaining costs, accounting for less than 30% of the total project budget.

- **0000000748 Chambers Ave Landscaping, \$60k** – This project improves the landscape buffer between Hillside Avenue and the top of Chambers Avenue, responding to multiple community requests due to water damage and spring runoff. The proposed improvements will mimic the existing landscaping at the Sandridge

Parking lot, providing visual continuity, improving barriers for spring runoff, and other landscaping that delineates trails from off-trail areas.

The project will be primarily completed in-house, with contracted support for utility connections and irrigation only. Costs include a \$16,000 water meter connection, \$15,000 for irrigation infrastructure, and \$50,000 for landscaping materials and installation, bringing the total request to \$81,000.

- **CP0089 Public Art, \$50k** – This will fund the City’s recurring commitment to the Public Art Advisory Board investments. The City has more than 100 public artwork investments. While project managers include a 1% for art in eligible capital budget requests, this funding will allow the PAAB to access additional funding to maintain and improve existing public art.
- **CP0326 Website Remodel, \$35k** – This project includes two key components. First, Park City must comply with State law and change our official website domain from parkcity.org to parkcity.gov. Second, this funding will support a broader redesign of the City’s website to improve usability, accessibility, and functionality. The goal is to create a more user-friendly platform that streamlines online transactions, enhances access to city services and information, and features a more searchable archive of public meetings to improve transparency and public engagement.
- **000000722 Container for the Outdoor Rinks, \$7.5k** – This container would store hot water at the City Park ice rink to improve ice quality, facilitate more efficient resurfacing, and extend the life of the ice for community use.

### **FY26 Recurring New Capital Requests**

Recurring capital projects are primarily funded through an interfund transfer to the Equipment Replacement Fund and approximately 18% of Resort Community Sales Tax revenue. For FY26, the City anticipates receiving approximately \$4.5M in Resort Tax revenue allocated to the Capital Fund to support the ongoing maintenance, replacement, and preservation of City infrastructure and assets.

For a complete list of all recurring capital projects, see Exhibit B. New requests are listed below:

- **CP0036 Traffic Calming, \$150k** – This request provides \$150k to continue to support the Neighborhood Traffic Calming Program. The program funds a range of tools—including speed feedback signs, signage, physical calming features, and data collection—based on neighborhood-specific needs.

As part of this year’s request, the City is exploring new traffic monitoring software to automate citywide data collection. This would replace the current manual process of downloading data from individual speed feedback signs and provide real-time information on traffic volumes, speeds, and patterns accessible to staff and the public.

- **CP0615 Police Equipment Replacement Fund, \$98k** – Currently, police video data is stored on local servers. The large amount of data makes moving to a cloud solution necessary. Additionally, the cost of replacing essential training equipment has increased, including \$5,000 for Taser training cartridges and \$10,000 for firearm and ammunition replacement. These adjustments reflect inflation and the need to maintain essential training equipment.
- **0000000746 Marsac Ave Plowing, \$60k** – This request formalizes an existing snow removal agreement for Marsac Avenue, covering a portion of the plowing services from the roundabout to Wheaton Way. The City entered into a two-year agreement in FY24, with the first year funded from a snow removal contingency account. The proposed allocation of \$60,000 supports continued service in FY26 and recognizes the uncertain long-term nature of this roadway.

Due to the agreement's temporary and potentially short-term scope, this request is proposed as a one-time capital expense rather than embedded in the operating budget. This approach allows annual review and adjustment based on future conditions and service needs.

- **CP0191 Walkability Maintenance, \$60k** – This request provides \$60,000 in additional funding for the Bike Paths and Trails Pavement Program (Walkability Maintenance) to address trail surface deterioration that can no longer be resolved through traditional seal coating. Many trail segments are now at the point where full asphalt overlay and surface reconstruction are required to restore safe, accessible conditions.

The funding supports the first phase of an aggressive three-year plan to repave key trail sections, restore proper widths, and address erosion and edge drop-offs. This work will include grinding down worn sections, rebuilding smooth transitions near curbs and bridges, and maintaining shoulders for safety. After this focused resurfacing effort, the City will resume its standard seal coating program to extend the life of remaining trails.

- **CP0092 Open Space Improvements, \$25k** – Additional funding is recommended to support our defensible forest management program, which refers to vegetation management practices that reduce wildfire risk and improve forest health near developed areas. This work involves creating defensible space—buffer zones where flammable vegetation is thinned, removed, or modified to slow the spread of wildfire and allow safe access for emergency responders. This request does not increase the level of service; rather, it aligns the budget with the actual costs. If this request was not approved, we would burn fewer piles.
- **CP0617 Library Building Improvements, \$10k** – This request establishes a recurring annual funding source dedicated to the maintenance and improvement of Library building assets. As a high-use public facility with over 250,000 visitors per year, the Library requires considerable upkeep to maintain safety, functionality, and



a welcoming environment for patrons. This funding ensures the City can proactively address minor repairs, interior updates, and long-term building needs, reducing reliance on larger, reactive capital requests in future years.

For a complete list of capital fund recurring projects, see Exhibit B.

### **Additional Resort City Sales Tax (ARCST) Projects**

#### **FY26 New Requests**

In FY26, we project approximately \$5.2M of net ARCST revenue after ARCST-associated debt service (\$2.7M) for capital projects. All new requests are detailed below:

- **CP0528 Munchkin & Woodbine Extn/Multi Trail Imp, \$300k** – This request recommends \$300,000 for the design and survey work required to extend Munchkin Road to Homestake Road, a critical connection identified in the Bonanza Park Small Area Plan and the Engine House development approval. The design phase will evaluate right-of-way needs, the potential for realignment, and coordination with the future relocation of Recycle Utah, which currently occupies City-owned property within the proposed alignment.

Completing this road connection was included in the Engine House approval. While full construction is estimated at \$1.6M, design is being advanced separately to maintain momentum and ensure coordinated timing with other redevelopment activities in the Bonanza District to have another shovel-ready project.

**CP0576 Ability Way Reconstruction, \$456k** – This is an additional request to close another FY25 funding gap. The contract was approved on [April 10, 2025](#), to reconstruct the roadway and pathways on Ability Way between the PC Ice Arena and the National Ability Center. The improvements will respond to the elevated use of Round Valley trails and trailheads, the growth of Quinn's Junction Recreation areas, and the NAC's request to provide a modern public roadway to better connect and access their facility in a public right of way. The integrated street design and trail connections reflect a safe and complete street standard.

For all ARCST-related projects, see Exhibit B.

### **Transient Room Tax (TRT) Projects**

#### **FY26 Requests**

In FY26, we project approximately \$3.3M of net TRT revenue after TRT-associated debt service (\$1.5M) for capital projects. Since the TRT was adopted in 2018, all TRT revenues have been designated for the City's 5-acre property on Bonanza Drive. For next year, we recommend adding \$2M to CP0267 Soil Remediation to help remediate the Bonanza 5-acre site and further its preparation for a redevelopment partner. Separately, we added \$30M to CP0611 Misc 5-acre Site Improvements to cover the Council-authorized financial contribution to support the 5-acre public-private partnership.

For all TRT-related projects, see Exhibit B.

### Water Fund

Public Utilities undertook several steps to ensure the continued financial health and reduce costs. For FY26, a planned 4.5% water rate increase was approved by the Council, as well as operational (shown in other presentation) and \$25k reductions to capital projects listed below:

- **CP0389 MIW Treatment, \$245k** – The recurring budget will support the replacement, rehabilitation, and repair of the 3Kings water treatment plant. To study, design, and test mechanical treatments of water sources to comply with Utah Division Water Quality.
- **CP0304 Quinn’s Treatment Plant Asset Replacement, \$228k** – Recurring infrastructure repair. This money will be used to replace valves, pumps, membranes, and other items to be replaced at the facility.

Again, the operating budget presentation provided to the City Council on April 10 highlighted considerable cost reductions.

CP0040 Water Dept Infrastructure Improvement is the Water Fund’s largest ongoing capital project that focuses on the replacement of aging pipes, vaults, and pump stations. Public. The Main Street water line was identified as the top priority following a recent and sudden increase in failures. Construction of a three-phase project to replace the water main, fire line, and water services began on April 1, 2024. The project was strategically scheduled to align with the shoulder season, historically the quietest period for Main Street businesses. Final construction is underway and will be completed this summer.

A full list of Water Fund capital projects is provided in Exhibit B.

### Transportation Fund

Transit sales taxes, various federal, state, and Summit County grants, and accrued fund balance traditionally fund the City’s transportation capital projects.

Significant transportation projects in FY26 include:

- **CP0009 Transit Rolling Stock Replacement, \$6.8M** – On [March 20, 2025](#), the Council approved the purchase of four additional battery-electric buses and five ABB depot chargers. The total budget for this purchase is \$17,574,630. Federal grants and Rocky Mountain Power incentive payments fund 80% of the project cost.
- **0000000724 Empire Transit Access – Vehicles, \$305k and 0000000725 Empire Transit Access - Trailhead & Bus Stop, \$355k** – These projects support the expansion of the Purple Route into the Bonanza Flats Conservation Area, enhancing public access to City-owned open space through transit. It is the result of a collaborative effort between Transit, Trails, Parking, and Transportation Planning and reflects a strategic evolution of the Transit to Trails program.

By doubling service frequency and extending the Purple Route into Bonanza Flats, this project strengthens and supports the operations of Transit to Trails—providing

more consistent, reliable service with greater reach. It enhances sustainability by encouraging visitors to choose transit over personal vehicles when accessing popular trailheads. Both projects are requesting funding from accrued Flagstaff Transfer fees.

To enable this expanded service, the project includes two capital components:

- **Trailhead Access Improvements:** Funding will support immediate upgrades to dirt parking lots in Bonanza Flats to accommodate bus access for the 2025 season. It will also fund design work for future permanent improvements at Bonanza Flats, Mid Mountain, and Montage trailheads. These improvements will be informed by field observations and user data collected during the upcoming operating season.
- **Vehicle Strategy:** The plan includes leasing a small fleet of vehicles for up to three years. This phased approach allows Transit staff to evaluate actual demand, route performance, and equipment needs before committing to long-term vehicle procurement. A future capital request will follow, tailored to the service model and terrain.

FY26 presents a key opportunity to focus on research, data collection, and planning to guide future capital investment decisions. FY26 will be used to evaluate service models, vehicle requirements, and infrastructure needs to ensure future investments are strategic, efficient, and responsive to community priorities. All projects in the current recommendation can be funded within the Transportation Fund's existing revenues.

For a complete list of transportation projects, see Exhibit B.

### **Golf Fund**

The Golf Fund includes a five-year capital plan totaling approximately \$2M, supporting key improvements and equipment needs to maintain and enhance the course. These include replacing sand in sand traps, updating seed and green waste storage, restroom renovations, rebuilding cart paths, and acquiring new mowers.

Major investments for summer 2025 and spring 2026 will focus on adding more nursery greens, landscaping, replacing equipment, and completing cart path repairs. Notably, the 2026 plan includes replacing the entire golf cart fleet for approximately \$510k. The current fleet of 74 rental carts is approaching the end of its typical 4-to-5-year replacement cycle, which is largely driven by battery lifespans and use. We plan to sell the existing carts to help offset the cost of the new fleet.

Pursuant to a City Council request, we are also seeking an external golf course consultant to provide long-term capital planning and operational insights. Preliminary coordination is in progress, with the estimated cost ranging from \$30k to \$50k based on discussions with two companies. In addition, a significant irrigation system replacement is a longer-term consideration, which is expected to be planned and addressed within the next 5 to 10 years.

### Lower Park Avenue RDA (LPA RDA)

The LPA RDA is one of the sources of repayment for the 2019 STR bond and currently provides funding for projects in the Lower Park Avenue development [district](#). After debt service payments, smaller, annually recurring revenues remain available for additional capital investments within the district.

The most significant allocation in the LPA RDA capital budget is CP0311 – Senior Community Center, with a total budget of \$3.5M, unchanged from the previous year. The recommendation is to replace the \$2.5M budgeted initially from the General Capital Fund with available LPA RDA funding. This funding was previously reserved for the Park Avenue Reconstruction Project, which has now been suspended.

Because the Senior Center is located within the boundaries of the LPA RDA, this change enables the City to reallocate geographically restricted funding toward the project, freeing up more flexible General Capital revenues for other city priorities, yet maintaining our existing financial commitment. The timing of this shift reflects the revised scope and schedule of the Park Avenue project and ensures available funds are used strategically in the near term.

Other notable projects include

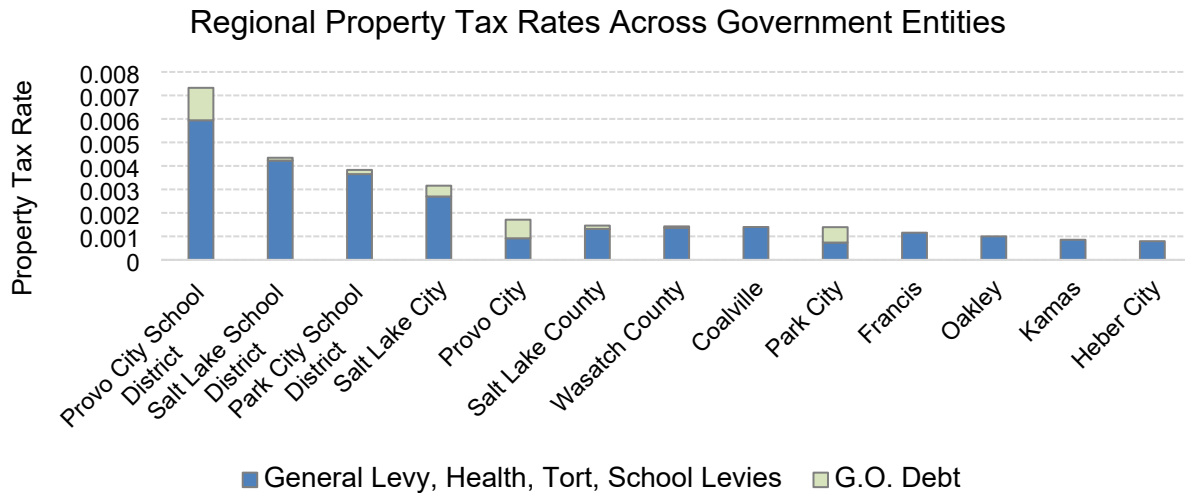
- **CP0005 – City Park Improvements**, budgeted at \$423k, will fund site enhancements, landscaping, and infrastructure upgrades to improve accessibility, usability, and aesthetics within the park.
- **CP0386 – Recreation Building** is supported by \$230k in RDA funding and \$15M from the 2019 STR bond. This project includes design and preconstruction activities for a new recreation facility in City Park, which will expand year-round recreational programming and replace aging infrastructure. Together, these investments advance the long-term vision for City Park as a central, multi-use community hub.

A complete list of LPA RDA capital projects can be found in Exhibit B.

### Debt and Property Taxes

Debt service on the City's GO bonds will be reduced by over \$1.3M for FY26 due to the retirement of a 2008 open space bond. This means that Park City property taxpayers will realize savings on their property tax bill this November. For example, a median primary house (\$2.3M) would save roughly \$135 on their property tax bill.

For context, Park City hasn't increased its general levy in over 40 years and, therefore, has some of the lowest property tax rates in Utah. By comparison, other taxing entities have increased their portions of the property tax considerably. In addition, over 70% of our residential property taxpayers are second homeowners who pay 100% of the assessed value on their property (vs. primary homeowners who pay 55%).



## Conclusion

The FY26 Recommended Capital Budget reflects a strategic, collaborative approach to managing Park City’s infrastructure, equipment, and assets. With an emphasis on efficiency, optimization, and adaptability, the City has prioritized projects that maintain service levels, extend asset life, and respond to evolving community needs.

While capital funding is limited, this year’s process ensured that available resources were aligned with Council priorities, supported by clear justification, and, where possible, supplemented by grants or other external sources. Including design-only funding for several major projects allows the City to move forward with planning and coordination while maintaining flexibility in changing conditions.

At the same time, Park City is advancing several initiatives that will shape the community for years to come, including the future development of the 5-acre Bonanza site, building a balance to support the construction of an S.R. 248 Park and Ride, and more.

## Attachments

- Exhibit A      FY26 Capital Efficiency Adjustments*
- Exhibit B      FY26 Capital Project Summary*
- Exhibit C      FY26 Completed and Closeout Projects*

| Capital Project Efficiency Adjustments          |                                               |                      |                      |                           |                                                                                               |
|-------------------------------------------------|-----------------------------------------------|----------------------|----------------------|---------------------------|-----------------------------------------------------------------------------------------------|
| Project                                         | Funding Source                                | FY25 Newly Requested | FY26 Newly Requested | FY27-FY30 Newly Requested | Notes                                                                                         |
| CP0003 Old Town Stairs                          | 031450 CIP Fund * BEGINNING BALANCE           | -\$49,050            |                      |                           | Repurposed                                                                                    |
| CP0020 City-wide Signs Phase I                  | 031450 CIP Fund * BEGINNING BALANCE           | -\$24,093            |                      |                           | Repurposed                                                                                    |
| CP0250 Irrigation Controller Replacement        | 031450 CIP Fund * BEGINNING BALANCE           | -\$20,000            |                      |                           | Repurposed                                                                                    |
| CP0264 Security Projects                        | 031450 CIP Fund * BEGINNING BALANCE           | -\$27,566            |                      |                           | Repurposed                                                                                    |
| CP0269 Environmental Revolving Loan Fund        | 031450 CIP Fund * BEGINNING BALANCE           | -\$58,882            |                      |                           | Repurposed                                                                                    |
| CP0311 Senior Community Center                  | 031450 CIP Fund * BEGINNING BALANCE           | -\$2,508,610         |                      |                           | Changed funding source to free up Beginning Balance, not defunding                            |
| CP0318 Bonanza Park/RMP Substation Mitigation   | 031450 CIP Fund * BEGINNING BALANCE           | -\$122,452           |                      |                           | Repurposed                                                                                    |
| CP0332 Library Technology Equipment Replacement | 031450 CIP Fund * BEGINNING BALANCE           | -\$58,000            |                      |                           | Repurposed                                                                                    |
| CP0333 Engineering Survey Monument Re-establish | 031450 CIP Fund * BEGINNING BALANCE           | -\$35,000            |                      |                           | Repurposed                                                                                    |
| CP0338 Council Chambers Advanced Technology Upg | 031450 CIP Fund * BEGINNING BALANCE           | -\$200,000           |                      |                           | Repurposed                                                                                    |
| CP0339 City Wide Fiber                          | 031450 CIP Fund * BEGINNING BALANCE           | \$135,000            | \$90,000             | \$190,000                 | Changed funding source to one-time to keep recurring budgets in line with revenue estimations |
| CP0339 City Wide Fiber                          | 031475 CIP FUND * TRANSFER FROM GENERAL FUN   | -\$270,185           | -\$180,000           |                           | See above                                                                                     |
| CP0411 SR248/US 40 Park & Ride Program          | 031450 CIP Fund * BEGINNING BALANCE           |                      | \$5,000,000          |                           | Increased budget from repurposed projects                                                     |
| CP0474 Upper Main Street Bollards Phase II      | 031499 CIP FUND * ADDITIONAL RESORT SALES TAX |                      |                      | -\$54,718                 | Repurposed                                                                                    |
| CP0527 Homestake Roadway & Trail Imp            | 031402 CIP FUND * IMP FEE-STREETS             | \$129,310            | \$220,347            |                           | Added impact fees                                                                             |
| CP0527 Homestake Roadway & Trail Imp            | 031499 CIP FUND * ADDITIONAL RESORT SALES TAX |                      | -\$349,657           |                           | Repurposed due to adding impact fees                                                          |
| CP0528 Munchkin & Woodbine Extn/Multi Trail Imp | 031499 CIP FUND * ADDITIONAL RESORT SALES TAX |                      | \$300,000            |                           | Increased budget from repurposed projects                                                     |
| CP0535 Santy Chairs Replacement                 | 031450 CIP Fund * BEGINNING BALANCE           |                      | -\$19,760            |                           | Repurposed                                                                                    |
| CP0559 Marsac Remodel                           | 031450 CIP Fund * BEGINNING BALANCE           | -\$800,000           |                      |                           | Repurposed                                                                                    |
| CP0575 10th St Retaining Wall Reconstruction    | 031499 CIP FUND * ADDITIONAL RESORT SALES TAX | -\$158,945           |                      |                           | Able to repurpose due to adding LPA Funds                                                     |
| CP0575 10th St Retaining Wall Reconstruction    | 033450 Lower Park RDA * BEGINNING BALANCE     | \$158,945            | \$55,000             |                           | Added LPA Funds                                                                               |
| CP0577 Police Station Parking Lot               | 031401 CIP FUND * IMP FEE-PUBLIC SAFETY       | \$237,220            |                      |                           | Added impact fees                                                                             |
| CP0577 Police Station Parking Lot               | 031450 CIP Fund * BEGINNING BALANCE           | -\$237,220           |                      |                           | Repurposed due to adding impact fees                                                          |
| CP0583 Swede Alley Trash Compactors Repl        | 031499 CIP FUND * ADDITIONAL RESORT SALES TAX | -\$4,125             |                      |                           | Repurposed                                                                                    |
| CP0585 Facility Wireless Upgrades               | 031450 CIP Fund * BEGINNING BALANCE           | \$170,000            |                      |                           | See below                                                                                     |
| CP0585 Facility Wireless Upgrades               | 031475 CIP FUND * TRANSFER FROM GENERAL FUN   | -\$170,000           |                      |                           | Changed funding source to one-time to keep recurring budgets in line with revenue estimations |
| CP0586 Housing Ongoing Asset Improvement        | 031467 CIP Fund * OTHER MISCELLANEOUS         | -\$909,864           |                      |                           | Repurposed to Housing P3 Project                                                              |
| CP0586 Housing Ongoing Asset Improvement        | 031499 CIP FUND * ADDITIONAL RESORT SALES TAX | -\$649,970           |                      |                           | Repurposed to Housing P3 Project                                                              |
| CP0588 Housing Program Public Private Pa        | 031467 CIP Fund * OTHER MISCELLANEOUS         | \$909,864            |                      |                           | Added from repurposed housing projects                                                        |
| CP0588 Housing Program Public Private Pa        | 031473 CIP Fund * SALE OF ASSETS              | \$427,383            |                      |                           | Added from repurposed housing projects                                                        |
| CP0588 Housing Program Public Private Pa        | 031486 CIP FUND * FEE IN LIEU                 | \$159,951            |                      |                           | Added from repurposed housing projects                                                        |
| CP0588 Housing Program Public Private Pa        | 031499 CIP FUND * ADDITIONAL RESORT SALES TAX | \$450,000            |                      |                           | Added from repurposed housing projects                                                        |
| CP0589 Housing Programs                         | 031473 CIP Fund * SALE OF ASSETS              | -\$427,383           |                      |                           | Repurposed to Housing P3 Project                                                              |
| CP0589 Housing Programs                         | 031486 CIP FUND * FEE IN LIEU                 | -\$159,951           |                      |                           | Repurposed to Housing P3 Project                                                              |
| CP0600 Strategic Asset Analysis                 | 031499 CIP FUND * ADDITIONAL RESORT SALES TAX | -\$300,000           |                      |                           | Repurposed                                                                                    |
| CP0604 Backflow Prevention                      | 031450 CIP Fund * BEGINNING BALANCE           | -\$49,955            | -\$100,000           |                           | Repurposed                                                                                    |
| CP0616 GRAMA Request Management Platform        | 031475 CIP FUND * TRANSFER FROM GENERAL FUN   | -\$8,800             | -\$8,800             |                           | Repurposed                                                                                    |



| General Capital Fund - One-Time Projects                  |               |              |                      |             |                      |                        |
|-----------------------------------------------------------|---------------|--------------|----------------------|-------------|----------------------|------------------------|
| Project                                                   | Carry Forward | FY25 Base    | FY25 Newly Requested | FY26 Base   | FY26 Newly Requested | FY27-FY30 Total Budget |
| 0000000721 PC Heights Area Trails                         |               |              |                      |             | \$93,057             |                        |
| 0000000722 Container for the Outdoor Rinks                |               |              |                      |             | \$7,500              |                        |
| 0000000726 Lobby Upgrade - Ice Arena                      |               |              |                      |             | \$105,000            |                        |
| 0000000728 PC MARC Gymnasium Renovation                   |               |              |                      |             | \$80,000             |                        |
| 0000000729 PC MARC Public Restroom and Lockerroom Remodel |               |              |                      |             | \$570,000            |                        |
| 0000000730 Kearns Blvd Multi Purpose Trail                |               |              |                      |             | \$300,000            |                        |
| 0000000731 Sidewalk Snowplow                              |               |              |                      |             | \$100,000            |                        |
| 0000000737 Santy Stage ADA Access                         |               |              |                      |             | \$28,000             |                        |
| 0000000739 Library Furniture Replacement                  |               |              |                      |             | \$20,000             |                        |
| 0000000743 McLeod Creek Trail Improvements                |               |              |                      |             | \$260,005            |                        |
| 0000000744 Quinn's Area Double Track Improvements         |               |              |                      |             | \$250,000            |                        |
| 0000000748 Chambers Ave Landscaping                       |               |              |                      |             | \$60,000             |                        |
| 0000000752 Clark Ranch Frontage Road                      |               |              | \$50,000             |             | \$150,000            |                        |
| CP0001 Planning/Capital Analysis                          | \$68,177      |              |                      |             |                      |                        |
| CP0002 Information System Enhancement/Upgrades            |               |              |                      |             | \$200,000            |                        |
| CP0006 Pavement Management Implementation                 | \$528,494     | \$450,000    | \$175,408            | \$450,000   |                      | \$2,000,000            |
| CP0017 ADA Implementation                                 |               | \$25,000     |                      |             |                      |                        |
| CP0019 Library Development & Donations                    | \$171,524     |              | \$5,046              |             |                      |                        |
| CP0028 5 Year CIP Funding                                 | \$5,073,395   |              |                      |             |                      |                        |
| CP0036 Traffic Calming                                    | \$100,000     | \$150,000    |                      |             |                      |                        |
| CP0041 Trails Master Plan Implementation                  | \$964,503     |              | \$47,950             |             |                      |                        |
| CP0075 Equipment Replacement - Computer                   |               |              |                      |             | \$250,000            | \$450,000              |
| CP0089 Public Art                                         | \$408,310     | \$50,000     |                      |             | \$50,000             |                        |
| CP0090 Friends of the Farm                                | \$20,536      |              |                      |             |                      |                        |
| CP0092 Open Space Improvements                            |               | \$305,100    | \$610,900            | \$300,000   |                      | \$1,300,000            |
| CP0150 Ice Facility Capital Replacement                   | \$330,397     | \$50,000     | \$27,092             | \$50,000    |                      | \$2,320,000            |
| CP0248 Middle Silver Creek Watershed                      | \$334,076     |              |                      |             |                      |                        |
| CP0264 Security Projects                                  | \$27,566      |              | -\$27,566            |             |                      |                        |
| CP0266 Prospector Drain - Regulatory Project              | \$1,156,712   |              |                      |             |                      |                        |
| CP0267 Soil Remediation                                   | \$3,934,761   |              |                      |             |                      |                        |
| CP0292 Cemetery Improvements                              | \$34,247      |              |                      |             |                      |                        |
| CP0311 Senior Community Center                            | \$2,508,610   |              | -\$2,508,610         |             |                      |                        |
| CP0312 Fleet Management Software                          | \$46,454      |              |                      |             |                      |                        |
| CP0318 Bonanza Park/RMP Substation Mitigation             | \$808,568     | \$6,391,432  | -\$122,452           |             |                      |                        |
| CP0323 Dog Park Improvements                              |               |              |                      |             | \$124,000            |                        |
| CP0324 Recreation Software                                | \$12,000      |              |                      |             |                      |                        |
| CP0326 Website Remodel                                    |               | \$20,000     |                      |             | \$35,000             |                        |
| CP0332 Library Technology Equipment Replacement           | \$358,670     |              | -\$53,000            |             |                      |                        |
| CP0338 Council Chambers Advanced Technology Upg           | \$425,119     |              | -\$200,000           |             |                      |                        |
| CP0339 City Wide Fiber                                    |               |              | \$135,000            |             | \$90,000             | \$190,000              |
| CP0353 Remote snow storage site improvements              | \$38,068      |              |                      |             |                      |                        |
| CP0364 Master Plan for Recreation Amenities               | \$550,162     |              |                      |             |                      |                        |
| CP0375 LED Streets Lights Phase I                         | -\$8,195      | \$20,000     |                      | \$30,000    |                      |                        |
| CP0385 Park Avenue Reconstruction                         |               | \$4,450,000  | -\$4,298,334         | \$883,303   |                      |                        |
| CP0386 Recreation Building in City Park                   |               | \$15,000,000 |                      |             |                      |                        |
| CP0407 Bonanza Flats Open Space                           | \$250,000     |              |                      |             |                      |                        |
| CP0411 SR248/US 40 Park & Ride Program                    |               | \$5,000,000  |                      |             | \$5,000,000          |                        |
| CP0412 PC MARC Tennis Court Resurface                     | \$199,135     |              |                      |             |                      |                        |
| CP0422 Electrical Generator Upgrades                      |               |              | \$98,000             |             |                      |                        |
| CP0429 Arts and Culture District                          | \$899         |              |                      |             |                      |                        |
| CP0430 Treasure Hill & Armstrong                          | \$381,248     |              |                      |             |                      |                        |
| CP0431 Bubble Repair                                      | \$23,750      |              |                      |             |                      |                        |
| CP0447 EV Chargers                                        | \$61,799      |              |                      |             |                      |                        |
| CP0483 LED Upgrade Quinn's Fields                         | \$334,296     |              |                      |             |                      |                        |
| CP0527 Homestake Roadway & Trail Imp                      | \$1,735,220   | \$534,071    | \$129,310            |             | \$220,347            |                        |
| CP0540 Snow Creek Crossing                                | \$4,329,583   |              |                      |             |                      |                        |
| CP0559 Marsac Remodel                                     | \$775,200     | \$820,000    | -\$800,000           |             |                      |                        |
| CP0560 Forestry Plan                                      | \$99,693      |              |                      |             |                      |                        |
| CP0577 Police Station Parking Lot                         | \$208,500     | \$31,500     |                      |             |                      |                        |
| CP0585 Facility Wireless Upgrades                         |               |              | \$170,000            |             |                      |                        |
| CP0586 Housing Ongoing Asset Improvement                  | \$2,796,839   |              | -\$909,864           |             |                      |                        |
| CP0588 Housing Program Public Private Pa                  |               |              | \$1,497,198          |             |                      |                        |
| CP0598 PC MARC Aquatics Replacement                       | \$6,000,000   | \$1,500,000  | \$2,440,350          |             |                      |                        |
| CP0602 PC MARC Furnishings                                |               | \$60,000     |                      |             |                      |                        |
| CP0607 MARC Lighting System Replacement                   |               | \$50,000     |                      |             |                      |                        |
| CP0609 Future Core Software                               |               | \$430,000    |                      | \$430,000   | -\$430,000           | \$430,000              |
| CP0611 Misc 5-Acre Site Improvements                      |               |              |                      |             | \$30,000,000         |                        |
| CP0612 Trees for City Lands                               |               | \$15,000     |                      |             |                      |                        |
| CP0614 Virtual Conference Room                            |               |              |                      | \$50,000    |                      | \$100,000              |
| CP0615 Police Equipment Replacement Fund                  |               |              |                      |             | \$70,000             |                        |
| CP0617 Library Building Improvements                      |               | \$25,000     |                      |             | \$10,000             | \$40,000               |
| CP0620 Silver King Mine Restoration                       |               | \$200,000    |                      |             |                      |                        |
| CP0621 Interfund Transfer to Water Fund                   |               | \$1,000,000  |                      |             |                      |                        |
| Capital Fund - Recurring Projects                         |               |              |                      |             |                      |                        |
| Project                                                   | Carry Forward | FY25 Base    | FY25 Newly Requested | FY26 Base   | FY26 Newly Requested | FY27-FY30 Total Budget |
| 0000000746 Marsac Ave Plowing                             |               |              |                      |             | \$60,000             | \$240,000              |
| CP0002 Information System Enhancement/Upgrades            | \$107,060     | \$60,000     |                      | \$60,000    |                      |                        |
| CP0006 Pavement Management Implementation                 | \$562,007     | \$730,000    |                      | \$800,000   |                      | \$5,085,000            |
| CP0036 Traffic Calming                                    | \$31,719      |              |                      |             | \$150,000            | \$600,000              |
| CP0041 Trails Master Plan Implementation                  |               | \$50,000     |                      | \$50,000    |                      | \$250,000              |
| CP0074 Equipment Replacement - Rolling Stock              | \$1,089,785   | \$1,550,000  |                      | \$1,650,000 |                      | \$7,020,000            |
| CP0075 Equipment Replacement - Computer                   | -\$14,782     | \$349,000    |                      | \$299,000   |                      | \$1,196,000            |
| CP0092 Open Space Improvements                            |               | \$100,000    |                      | \$100,000   | \$25,000             | \$525,000              |
| CP0142 PC MARC Program Equipment Replaceme                | \$260,104     | \$65,000     |                      | \$65,000    |                      | \$260,000              |

| Project                                                 | Carry Forward | FY25 Base     | FY25 Newly Requested | FY26 Base   | FY26 Newly Requested | FY27-FY30 Total Budget |
|---------------------------------------------------------|---------------|---------------|----------------------|-------------|----------------------|------------------------|
| CP0146 Asset Management/Replacement Program             | \$1,063,462   | \$750,000     |                      | \$800,000   |                      | \$3,525,000            |
| CP0150 Ice Facility Capital Replacement                 | \$571,524     | \$816,000     |                      | \$66,000    |                      | \$264,000              |
| CP0191 Walkability Maintenance                          | \$88,983      | \$78,825      |                      | \$82,500    | \$60,000             | \$672,500              |
| CP0203 China Bridge Event Parking                       | \$1,935,444   | \$125,000     | \$66,021             | \$125,000   |                      | \$405,000              |
| CP0217 Emergency Management Program                     | \$27,778      | \$15,000      |                      |             |                      |                        |
| CP0251 Electronic Record Archiving                      | -\$44,773     | \$45,000      |                      | \$45,000    |                      | \$180,000              |
| CP0280 Aquatics Equipment Replacement                   | \$159,555     | \$25,000      |                      | \$25,000    |                      | \$100,000              |
| CP0339 City Wide Fiber                                  | \$90,185      | \$180,000     | -\$270,185           | \$180,000   | -\$180,000           |                        |
| CP0340 Fleet Shop Equipment Replacement                 | \$50,432      | \$15,000      |                      | \$15,000    |                      | \$71,000               |
| CP0352 Parks Irrigation System Efficiency Imp           | \$110,753     | \$30,000      |                      | \$30,000    |                      | \$132,000              |
| CP0378 Legal Software for Electronic Document M         | \$10,065      | \$35,000      |                      | \$35,000    |                      |                        |
| CP0422 Electrical Generator Upgrades                    | \$64,000      | \$34,000      | -\$98,000            |             |                      |                        |
| CP0432 Software Subscriptions & Licenses                | \$107,311     |               |                      | \$45,000    |                      | \$420,000              |
| CP0457 City AED Replacement and Maintenance             | \$3,323       | \$15,000      |                      | \$15,000    |                      | \$15,000               |
| CP0579 Guardrail Replacement                            | \$33,516      | \$68,000      |                      | \$68,000    |                      | \$278,000              |
| CP0581 Street Sign Replacement Program                  | \$9,754       | \$9,754       |                      | \$9,754     |                      | \$49,508               |
| CP0585 Facility Wireless Upgrades                       | \$147,998     | \$170,000     | -\$170,000           |             |                      |                        |
| CP0603 Curb and Gutter Replacement                      |               | \$80,000      |                      | \$80,000    |                      | \$420,000              |
| CP0613 Email For All                                    |               | \$140,000     |                      | \$140,000   |                      | \$560,000              |
| CP0615 Police Equipment Replacement Fund                |               | \$157,525     |                      | \$117,525   | \$168,000            | \$868,300              |
| CP0577 Police Station Parking Lot                       | \$208,500     | \$31,500      |                      |             |                      |                        |
| Capital Fund - ARST Projects                            |               |               |                      |             |                      |                        |
| Project                                                 | Carry Forward | FY25 Base     | FY25 Newly Requested | FY26 Base   | FY26 Newly Requested | FY27-FY30 Total Budget |
| CP0270 Downtown Enhancements Phase II                   | \$980,198     | \$327,104     |                      | \$327,104   |                      |                        |
| CP0329 Main St. Infrastructure Asset Management         | \$619,975     | \$100,000     |                      | \$100,000   |                      | \$400,000              |
| CP0361 Land Acquisition/Banking Program                 | \$249,125     |               |                      |             |                      | \$2,000,000            |
| CP0401 Downtown Projects Plazas                         | \$839,902     |               |                      |             |                      |                        |
| CP0402 Additional Downtown Projects                     | \$1,132,703   |               |                      |             |                      |                        |
| CP0527 Homestake Roadway & Trail Imp                    | \$40,000      | \$3,437,783   |                      | \$3,550,000 | -\$349,657           |                        |
| CP0528 Munchkin & Woodbine Extn/Multi Trail Imp         |               |               |                      |             | \$300,000            |                        |
| CP0575 10th St Retaining Wall Reconstruction            | \$135,665     | \$25,000      | -\$158,945           |             |                      |                        |
| CP0576 Ability Way Reconstruction                       | \$619,195     | \$100,000     | \$670,000            |             |                      |                        |
| CP0586 Housing Ongoing Asset Improvement                | \$649,970     |               | -\$649,970           |             |                      |                        |
| CP0587 Housing Program Asset Acquisition                | \$4,068,259   |               |                      |             |                      |                        |
| CP0588 Housing Program Public Private Pa                | \$15,692,362  | -\$10,000,000 | \$450,000            |             |                      |                        |
| CP0600 Strategic Asset Analysis                         | \$150,000     | \$150,000     | -\$300,000           |             |                      |                        |
| CP0619 Emerging Community Development Projects          |               | \$10,000,000  |                      |             |                      |                        |
| Capital Fund - TRT Projects                             |               |               |                      |             |                      |                        |
| Project                                                 | Carry Forward | FY25 Base     | FY25 Newly Requested | FY26 Base   | FY26 Newly Requested | FY27-FY30 Total Budget |
| CP0267 Soil Remediation                                 |               |               |                      |             | \$2,000,000          |                        |
| CP0429 Arts and Culture District                        | \$114,436     |               |                      |             |                      |                        |
| CP0611 Misc 5-Acre Site Improvements                    |               | \$8,200,000   |                      |             |                      |                        |
| Water and Stormwater Fund Projects                      |               |               |                      |             |                      |                        |
| Project                                                 | Carry Forward | FY25 Base     | FY25 Newly Requested | FY26 Base   | FY26 Newly Requested | FY27-FY30 Total Budget |
| CP0002 Information System Enhancement/Upgrades          |               |               |                      |             | \$33,000             |                        |
| CP0007 Tunnel Maintenance                               | \$2,141,720   | \$304,599     |                      | \$319,829   |                      | \$1,412,468            |
| CP0010 Water Department Service Equipment               | \$198,900     | \$136,528     |                      | \$139,989   |                      | \$620,738              |
| CP0040 Water Dept Infrastructure Improvement            | \$3,324,492   | \$2,000,000   |                      | \$2,000,000 |                      | \$12,000,000           |
| CP0075 Equipment Replacement - Computer                 | \$100,001     | \$117,000     |                      | \$117,000   | \$50,000             | \$468,000              |
| CP0178 Rockport Water, Pipeline, and Storage            | \$361,013     | \$1,333,543   |                      | \$1,466,958 |                      | \$7,153,649            |
| CP0256 Storm Water Improvements                         | \$1,258,349   | \$315,000     |                      | \$330,750   |                      | \$1,496,853            |
| CP0276 Water Quality Study                              | \$142,075     | \$50,000      |                      | \$50,000    |                      | \$150,000              |
| CP0301 Scada and Telemetry System Replacement           | \$446,766     | \$206,000     |                      | \$212,180   |                      | \$914,312              |
| CP0304 Quinn's Water Treatment Plant Asset Repl         | \$1,087,811   | \$245,625     |                      | \$252,994   | -\$25,000            | \$1,117,303            |
| CP0312 Fleet Management Software                        | \$17,307      |               |                      |             |                      |                        |
| CP0341 Regional Interconnect                            | \$75,012      |               |                      | \$2,500,000 |                      |                        |
| CP0342 Meter Replacement                                | \$253,047     | \$50,000      |                      | \$150,000   |                      | \$662,449              |
| CP0372 Regionalization Fee                              | \$200,000     | \$200,000     |                      | \$200,000   |                      | \$800,000              |
| CP0389 MIW Treatment                                    | \$9,500,698   | \$260,000     |                      | \$270,400   | -\$25,000            | \$1,194,175            |
| CP0396 Park Ave SD                                      | \$800,000     | \$800,000     |                      |             |                      |                        |
| CP0397 Vehicle and Equipment Replacement                | \$49,304      | \$72,100      |                      | \$74,263    |                      | \$320,010              |
| CP0418 JSSD Interconnection Improvements                | \$147,495     | \$180,000     |                      | \$180,000   |                      | \$720,000              |
| CP0574 Landscaping Incentives                           | \$187,112     | \$200,000     |                      | \$200,000   |                      | \$800,000              |
| Golf Fund Projects                                      |               |               |                      |             |                      |                        |
| Project                                                 | Carry Forward | FY25 Base     | FY25 Newly Requested | FY26 Base   | FY26 Newly Requested | FY27-FY30 Total Budget |
| 0000000732 Golf Cart Replacements                       |               |               |                      |             | \$510,000            |                        |
| CP0046 Golf Course Improvements                         | \$12,000      | \$12,000      |                      | \$12,000    |                      | \$36,000               |
| CP0075 Equipment Replacement - Computer                 |               | \$4,000       |                      | \$4,000     |                      | \$16,000               |
| CP0091 Golf Maintenance Equipment Replacement           | \$418,022     | \$495,136     |                      | \$275,000   |                      | \$825,000              |
| Transportation Fund Projects                            |               |               |                      |             |                      |                        |
| Project                                                 | Carry Forward | FY25 Base     | FY25 Newly Requested | FY26 Base   | FY26 Newly Requested | FY27-FY30 Total Budget |
| 0000000724 Empire Transit Access - Vehicles             |               |               |                      |             | \$305,000            |                        |
| 0000000725 Empire Transit Access - Trailhead & Bus Stop |               |               |                      |             | \$350,000            |                        |
| 0000000731 Sidewalk Snowplow                            |               |               |                      |             | \$85,000             |                        |
| 0000000743 McLeod Creek Trail Improvements              |               |               |                      |             | \$308,935            |                        |
| 0000000750 Parking Vehicle Replacement                  |               |               |                      |             | \$107,000            |                        |
| 0000000751 Richardson Flat Restrooms                    |               |               |                      |             | \$80,000             |                        |
| CP0009 Transit Rolling Stock Replacement                | \$6,878,839   | \$7,032,263   | -\$1,141,304         |             | \$6,848,442          |                        |
| CP0025 Bus Shelters Design and Capital Improve          | \$3,706,907   | \$8,569,434   | \$1,052              |             | -\$75,604            |                        |
| CP0075 Equipment Replacement - Computer                 |               | \$30,000      |                      | \$30,000    |                      | \$120,000              |
| CP0108 Flagstaff Transit Transfer Fees                  | \$2,118,737   |               | -\$852,074           |             |                      |                        |



| Project                                         | Carry Forward | FY25 Base   | FY25 Newly Requested | FY26 Base   | FY26 Newly Requested | FY27-FY30 Total Budget |
|-------------------------------------------------|---------------|-------------|----------------------|-------------|----------------------|------------------------|
| CP0118 Bus Stop Sign Technology                 | \$105,076     | \$50,000    | -\$5,629             |             |                      |                        |
| CP0279 SR224 Bus Rapid Transit Project          |               |             |                      |             |                      | \$6,000,000            |
| CP0313 Transportation Grants/Plans/Policy Sup   | \$356,331     |             | -\$106,331           |             |                      |                        |
| CP0316 Transit Facility Capital Renewal Account | \$1,888,474   | \$230,000   |                      | \$230,000   | \$800,000            | \$940,000              |
| CP0381 Transit and Transportation Land Acq      | \$2,400,000   |             |                      |             |                      |                        |
| CP0382 Transit Security Cameras & Software      | \$88,458      | \$36,542    |                      |             |                      |                        |
| CP0411 SR248/US 40 Park & Ride Program          | \$6,458,287   | \$3,516,455 |                      |             | \$5,000,000          |                        |
| CP0420 Enhanced Bus Stops at Fresh Market and P | \$372,082     |             |                      |             | \$159,860            |                        |
| CP0432 Software Subscriptions & Licenses        | \$4,620       |             |                      |             |                      |                        |
| CP0439 Bonanza Multi-Modal and Street Improv    | \$300,000     | \$300,000   | \$20,000             |             | -\$100,000           |                        |
| CP0441 Transportation Demand Management Program | \$553,368     |             |                      |             |                      |                        |
| CP0465 SR248 Corridor & Safety Improvement      | \$3,004,404   |             |                      |             |                      |                        |
| CP0469 Deer Valley Drive Bike & Ped             | \$550,000     |             |                      |             |                      |                        |
| CP0478 Bike/Ped Improvements in Thayne's        | \$159,784     | \$2,460,000 |                      |             |                      |                        |
| CP0536 Bonanza District Bus Stops               | \$2,700,000   | \$130,000   |                      |             |                      |                        |
| CP0540 Snow Creek Crossing                      | \$6,891,593   | \$195,602   |                      |             |                      |                        |
| CP0565 Park City Parking Needs Assessment       | \$300,000     |             |                      |             |                      |                        |
| CP0591 Transit Operations Radios Upgrade        | \$100,762     |             |                      |             |                      |                        |
| CP0592 CAD/AVL Replacement                      | \$1,000,000   | \$200,000   |                      |             | \$180,000            |                        |
| CP0601 Parking Asset Maintenance & Impro        | \$338,805     | \$80,000    |                      | \$80,000    |                      | \$328,200              |
| CP0608 SR224 Roundabout Transit Priority Design |               | \$300,000   |                      |             |                      |                        |
| Lower Park Avenue RDA Projects                  |               |             |                      |             |                      |                        |
| Project                                         | Carry Forward | FY25 Base   | FY25 Newly Requested | FY26 Base   | FY26 Newly Requested | FY27-FY30 Total Budget |
| CP0005 City Park Improvements                   | \$228,880     | \$100,000   |                      | \$100,000   |                      | \$400,000              |
| CP0089 Public Art                               | \$37,749      |             |                      |             |                      |                        |
| CP0167 Skate Park Repairs                       | \$19,749      | \$5,000     |                      | \$5,000     |                      | \$20,000               |
| CP0264 Security Projects                        | \$40,000      | \$40,000    |                      | \$40,000    |                      | \$40,000               |
| CP0311 Senior Community Center                  | \$991,390     |             | \$2,508,610          |             |                      |                        |
| CP0385 Park Avenue Reconstruction               |               |             |                      | \$2,666,697 | -\$2,666,697         |                        |
| CP0386 Recreation Building in City Park         | \$231,259     |             |                      |             |                      |                        |
| CP0575 10th St Retaining Wall Reconstruction    |               |             | \$158,945            |             | \$55,000             |                        |
| Main Street RDA Projects                        |               |             |                      |             |                      |                        |
| Project                                         | Carry Forward | FY25 Base   | FY25 Newly Requested | FY26 Base   | FY26 Newly Requested | FY27-FY30 Total Budget |
| CP0006 Pavement Management Implementation       |               |             |                      |             |                      | \$590,000              |
| CP0453 Old Town Access and Circulation Plan     | \$90,000      |             |                      |             |                      |                        |
| CP0582 China Bridge Elevator Replacement        | \$150,000     | \$625,000   | -\$232,213           |             |                      |                        |

| Complete and Unfunded Projects                        |               |             |                      |             |                      |                        |
|-------------------------------------------------------|---------------|-------------|----------------------|-------------|----------------------|------------------------|
| Project                                               | Carry Forward | FY25 Base   | FY25 Newly Requested | FY26 Base   | FY26 Newly Requested | FY27-FY30 Total Budget |
| 0000000720 URMA Compliance Improvements               |               |             | \$25,000             |             | \$15,000             | \$15,000               |
| 0000000727 PC MARC Front Desk Remodel                 |               |             |                      |             | \$36,000             |                        |
| 0000000734 Multi-Agency Public Safety Facility Design |               |             |                      |             | \$50,000             |                        |
| 0000000736 PC MARC Cold Plunge & Sauna Addition       |               |             |                      |             | \$400,000            |                        |
| 0000000740 Auditorium Cameras                         |               |             |                      |             | \$15,000             |                        |
| 0000000741 Lighting Upgrade                           |               |             |                      |             | \$20,000             |                        |
| 0000000742 PC MARC Fitness Space Enclosure            |               |             |                      |             | \$350,000            |                        |
| 0000000749 Transit Signage Design and Update          |               |             |                      |             | \$100,000            |                        |
| CP0385 Park Avenue Reconstruction                     |               | \$4,450,000 | -\$4,298,334         | \$3,550,000 | -\$2,666,697         | -\$4,232,136           |
| CP0440 Bike Share Improvements                        | \$100,000     |             | -\$100,000           |             |                      |                        |
| CP0531 Prospector Park Improvements                   | -\$4,030      | \$20,000    | -\$2,215             |             |                      |                        |
| CP0550 Bike & Pedestrian Plan                         | \$73,803      |             | -\$65,514            |             |                      |                        |
| CP0596 Public Transit Bus Engine Replace              | -\$186,875    | \$528,008   | -\$27,306            |             |                      |                        |
| CP0605 Transit Construction Design Program            |               | \$150,000   | -\$150,000           | \$150,000   | -\$150,000           |                        |
| CP0606 10-Wheeler Dump Truck                          |               | \$185,000   |                      |             |                      |                        |
| CP0615 Police Equipment Replacement Fund              |               |             |                      |             | \$70,000             |                        |

# City Council Staff Report

**Subject:** Historic Preservation Board Appointments  
**Author:** Rebecca Ward, Planning Director  
**Department:** Planning  
**Date:** April 24, 2025



## Recommendation

Consider appointments to the Historic Preservation Board.

## Background

The Historic Preservation Board is a seven-member Board that preserves the City's unique historic character and encourages compatible design through Historic District Regulations, provides input toward safeguarding the heritage of the City through protection of Historic Sites, recommends ordinances to encourage preservation, communicates the benefits of preservation, and recommends incentive programs to encourage preservation of the City's historic resources.<sup>1</sup>

The Board meets the first Wednesday of each month and members serve three-year terms that expire May 1 or until their successors are appointed and qualified.<sup>2</sup>

There is priority for Board members with technical representation in historic preservation, including a licensed architect or other professional having substantial experience in rehabilitation-type construction, as well as representation from the Park City Historical Society. Additionally, a member from the Utah State Historical Society or Preservation Utah, a member living in the Historic District with demonstrated interest and knowledge of historic preservation, a member appointed at large from Park City with demonstrated interest and knowledge of historic preservation, and a member associated with Main Street business and commercial interests are recommended.<sup>3</sup>

Four Board terms expire May 1, 2025:

| Board Member       | Term     |
|--------------------|----------|
| Alan Long          | May 2025 |
| Dalton Gackle      | May 2025 |
| Randy Scott, Chair | May 2025 |
| Douglas Stephens   | May 2025 |
| John Hutchings     | May 2027 |
| Lola Beatlebrox    | May 2027 |
| Puggy Holmgren     | May 2027 |

<sup>1</sup> Land Management Code (LMC) [Section 15-11-5](#)

<sup>2</sup> LMC [Section 15-11-2](#)

<sup>3</sup> LMC [Section 15-11-2](#)

## Analysis

The Mayor and Planning staff interviewed six candidates on March 11 and April 3. The Council should consider the Mayor's recommendation to appoint:

- Dalton Gackle, a Preservation Utah Board Member and Research, Digital Services and Social Media Coordinator for the Park City Museum, to a term through May 2028.
- Douglas Stephens, an Old Town resident with demonstrated interest and knowledge of historic preservation, including experience in rehabilitation-type construction, to a term through May 2028.
- Katie Nobel, a Park City resident with demonstrated interest and knowledge of historic preservation, to a term through May 2028.
- Randy Scott, Park City Historical Society Board Member and Old Town resident, to a term through May 2028.

# City Council Staff Report



**Subject:** Board of Adjustment Appointments  
**Author:** Rebecca Ward, Planning Director  
**Department:** Planning  
**Date:** April 24, 2025

## Recommendation

Consider appointments to the Board of Adjustment.

## Background

The Board of Adjustment hears appeals of Historic District Design Reviews and non-conforming or non-complying determinations and requests for variances from the terms of the Land Management Code.<sup>1</sup>

The Board meets on the third Tuesday of each month as needed<sup>2</sup> and has five members and one alternate who serve five-year terms or until a successor is appointed and qualified. The terms of Board members “shall be such that the term of one member shall expire each year on June 1.”<sup>3</sup> Members must live within City limits and are appointed by the Mayor with the advice and consent of the City Council.<sup>4</sup> Two Board terms expire on June 1, 2025.

| Board Member              | Term      |
|---------------------------|-----------|
| Ruth Gezelius             | June 2025 |
| Mary Wintzer              | June 2025 |
| Jennifer Franklin, Chair  | June 2026 |
| Stefanie Wilson           | June 2026 |
| John Stafsholt            | June 2027 |
| Beth Armstrong, Alternate | June 2027 |

## Analysis

The Mayor and Planning staff interviewed three candidates on March 11 and April 3. To adjust Board terms so that the term of one member expires each year on June 1, the Council should consider the Mayor’s recommendation to appoint Ruth Gezelius to a three-year term ending in June of 2028 and Ginny Schulman to a four-year term ending in 2029.

---

<sup>1</sup> Land Management Code (LMC) [Section 15-10-3](#)

<sup>2</sup> The Board met five times in 2023 and nine times in 2024.

<sup>3</sup> LMC [Section 15-10-2](#)

<sup>4</sup> LMC [Section 15-10-1](#)



## City Council Staff Report

**Subject:** Mental Health Awareness Month  
**Author:** Linda Jager, Community Engagement Manager  
**Department:** Community Engagement  
**Date:** April 24, 2025

### Summary Recommendation

Consider a resolution recognizing May 2025 as Mental Health Awareness Month in Park City.

### Background

Mental health awareness and support requires community partnership. Supporting Mental Health Awareness Month further reinforces the City's support for our community's mental health and an interest in normalizing the conversation surrounding mental illness. Additionally, a resolution increases awareness of existing behavioral health services and community programming offered in collaboration with the Summit County Mental Wellness Alliance under the Summit County Behavioral Health Division.

This resolution demonstrates Park City's support for mental health awareness. City Council Protocol #5 – Placing Resolutions on Agendas – was followed for this item.

### Exhibit

Exhibit A- Resolution Proclaiming May 2025 as Mental Health Awareness Month



Resolution No. 03-2025

**A Resolution Recognizing May 2025 as Mental Health Awareness Month  
in Park City**

WHEREAS, May is Mental Health Awareness Month, and it matters to all of us. Now is the time to overcome the stigma associated with mental health, access treatment, and help both ourselves and our community; and

WHEREAS, the Summit County Mental Wellness Alliance, under the Summit County Behavioral Health Division, is a collaborative initiative committed to enhancing mental health and well-being in Summit County. The Alliance brings together community organizations, local leaders, healthcare providers, schools, donors, employers, and individuals to address mental health challenges, raise awareness, and provide crucial resources for those in need; and

WHEREAS, Park City Municipal is committed to enhancing the quality of life for all residents through collaboration with the Summit County Mental Wellness Alliance and the Summit County Behavioral Health Division to improve awareness of mental health and substance abuse issues, increase access to effective treatments, and strengthen prevention efforts; and

WHEREAS, efforts have been made to expand community access to mental health and substance abuse programs and services, and to ensure equity in such programs; and

WHEREAS, the collaboration between Park City Municipal, the Summit County Mental Wellness Alliance, and Summit County Behavioral Health Division continues to highlight initiatives to address pressing mental health needs in our community; and

WHEREAS, the month of May is recognized nationwide as Mental Health Awareness Month, providing an opportunity to acknowledge the importance of mental health and the contributions of dedicated mental health professionals, organizations, and community members;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of Park City Municipal, in partnership with the Summit County Mental Wellness Alliance, and the Summit County Behavioral Health Division, does hereby recognize May 2025 as Mental Health Awareness Month.

BE IT FURTHER RESOLVED, that Park City Municipal encourages all residents to join in this observance by educating themselves about mental health, supporting programs and services, and fostering a community that values and prioritizes mental wellness for all.

PASSED AND ADOPTED this 24th day of April, 2025.

PARK CITY MUNICIPAL CORPORATION

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Mayor Nann Worel

ATTEST:

---

Michelle Kellogg, City Recorder

APPROVED TO FORM:

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City Attorney's Office





## City Council Staff Communication Report

**Subject:** City Council Protocols and Liaison Assignments  
**Author:** Michelle Downard  
**Department:** Executive  
**Date:** April 24, 2025

For well over a decade, the Mayor and Council have held numerous Liaison positions for partner organizations, stakeholder groups, and local non-profits. In general, Liaison assignments are intended to gather stakeholder input and help inform future public policy decisions and community initiatives made by the City Council. Liaison assignments have been loosely defined and vary from voting to ex-officio, and invited guests. For additional information and historical context, see the [City Council Liaison Guide](#) and the Council Protocols (Exhibit A).

### City Council Liaison Assignments

On [March 20, 2025](#), the City Council reviewed the City Council Liaison Guide, City Council liaison assignments for 2025, and the City Council Protocols.

The City Council approved the 2024 City Council liaison assignments after removing the City Council liaisons for the Park City Area Lodging Association, assigning Councilmember Ed Parigian to Mountainlands Community Housing, and assigning Councilmembers Tana Toly and Ed Parigian (alternate) to the Public Art Advisory Board.

The updated [City Council Liaison List](#) is available online.

### City Council Protocols

The City Council supported amending City Council Protocol #17 to limit text messaging during meetings.

Additionally, the City Council supported clarifying how Council Member liaisons to internal projects or areas work with staff Protocol #9 has been amended to recognize that liaisons may share their expertise and preferences while allowing decisions to continue to be open and transparent. Liaisons should avoid giving policy direction that has not been agreed to by a majority of the Council.

### Exhibit

Exhibit A City Council Protocols



## City Council Protocol – Operating Guidelines

---

The Open and Public Meetings Act (OPMA), [Utah Code § 52-4](#), regulates public bodies when conducting business and hosting public meetings. Council Protocols supplement OPMA and help implement [Park City Code 2-4-5, Relationship of City Council to Administrative Service](#). The protocols outline best practices for communication, provide clarity and establish consistent processes for navigating communications involving the Council, community, and staff.

### **Protocol 1: Council Requests for Simple Information**

- a) City Council should direct requests to City Manager, Deputy City Manager, or Managers – with cc to City Manager.

### **Protocol 2: Council Requests for Research on Topic**

- a) City Council should direct requests to City Manager, Deputy City Manager, or Managers – with cc to City Manager.
- b) If the project will require more than 2 hours of staff time, City Manager will determine whether the request requires City Council direction. If so, City Manager will seek informal or, if necessary, formal direction from the City Council.

### **Protocol 3: Resident Request of Council for Service**

- a) Refer requests directly to City Manager, Deputy City Manager, or Managers – with cc to City Manager.
  - 1) If the service request is within the scope of the current service policy, the issue will be addressed as soon as possible.
  - 2) If the service request is for a new or significantly expanded service, the issue will be referred to the City Council for direction (consistent with Protocol 4, Council Request to Place an Item on the Agenda).
  - 3) If the Council Member wishes to be notified of the outcome, the Council Member will request notification at the time of the referral.
- b) If an email question is sent to the Mayor or designee and City Council, the Mayor or designee may respond to the individual.
- c) If the Mayor and City Council receive a staff-related issue, the Mayor will forward the email to the City Manager, with a cc to Human Resources Director.
- d) The Mayor and Council may agree to implement an auto-reply to [Council\\_Mail@parkcity.org](mailto:Council_Mail@parkcity.org) email acknowledging receipt of public input.
- e) If the Mayor and City Council receive an email that is public input on an issue, the Mayor or designated City Council member may also respond on behalf of the Mayor and Council, and send it to the appropriate staff person with a cc to the City Manager and to City Council.
- f) In addition to the Mayor or designee's email response, a City Council Member may also respond directly to the individual.

**Protocol 4: Council Request to Place an Item on the Agenda**

- a) A Council Member may request an item be placed on a future agenda during “Communications and Disclosures” or direct the request to the Mayor or City Manager directly. While Council may not discuss the merits of an issue not on the agenda, they may indicate support for a future discussion.

**Protocol 5: Placing a Resolution on the Agenda**

- a) A person or organization makes a request for a resolution not related to city operations to the City Recorder. Generally, requests should be submitted 4 weeks prior to the Council meeting.
- b) The City Recorder acknowledges receipt and informs the requestor that they have the option to promote their cause during the public input portion of upcoming Council meetings.
- c) The City Recorder sends the request to the Mayor, who informally polls the Council.
- d) If a majority of Council agrees to put the resolution on a Council agenda, the City Recorder adds it.
- e) If a majority of Council does not agree to put the resolution on a Council agenda, the resolution is not added. Any Council members supporting the cause can promote it during the Council Questions and Comments portion of the Council meeting.

**Protocol 6: Council Questions on Agenda Item**

- a) Make request directly to City Manager, Deputy City Manager, appropriate Manager, or the author of the staff report- with cc to City Manager.

**Protocol 7: Communication to Council from Staff**

- a) For material responses, communications should be sent to the Mayor and City Council as a group.
- b) If Staff is requesting a response in less than 24 hours, Staff must notify Council via phone call or text.
- c) If Staff has packet additions fewer than 24 hours before a Council meeting, the City Recorder must notify Council via text or phone call.
- d) Staff should include all Council Members, Mayor and City Manager in communications when related to a policy discussion.

**Protocol 9: Liaison Responsibilities**

- a) City Council determines its liaison responsibilities.
- b) Keep fellow Council Members informed.
- c) When a liaison sees an agenda item for a board or commission where the liaison may be asked for an opinion or vote on a potentially controversial item the liaison will use best efforts to contact the other Council Members before the meeting to gather input.
- d) A liaison's opinion or guidance may be misinterpreted by others. It is important that others understand a liaison is providing information, not a policy position or direction. Liaisons should act with utmost care to avoid misinterpretation.
- e) If a liaison appears to have made a policy decision, it should be discussed with the Mayor. If the situation involves the Mayor, the discussion should be with the Mayor pro-tem.
- f) In the case where a new liaison is needed or a liaison would like to exchange roles with another Council Member, Council will discuss and determine the new liaison assignment as a group.
- g) A liaison may speak on behalf of Council in the context of a board or commission meeting when a policy decision has already been made by the Council.

- g)h) A liaison for internal departments or projects may share their expertise and preferences while allowing decisions to continue to be open and transparent during City Council meetings. Liaisons should avoid giving feedback that may be perceived as policy direction that has not been agreed to by a majority of the Council.

**Protocol 10: Spokesperson for City**

- a) Generally, the Mayor or a member of the City Council speak for the City (as opposed to expressing their opinion as an elected official) only when they have been asked by the Mayor, on behalf of the Council, to do so.
- b) For major events or issues, including emergency situations, the City Manager or designee is the City's Spokesperson unless or until the Council designates a Spokesperson.

**Protocol 11: Alerts**

- a) The Mayor and Council can expect alerts on significant issues by text or phone.

**Protocol 12: Conflict Among Council**

- a) Try to work it out among yourselves.
- b) If you see a conflict continuing, provide feedback on a one-on-one basis, and help each other.
- c) Mayor will serve as mediator. If Mayor is part of the conflict, other Council Members should strive to assist with conflict resolution.
- d) It is not the role of the City Manager or other staff to resolve conflict between elected officials.

**Protocol 13: Closed Session**

- a) Closed session is only for the purposes in [Utah Code](#), City Code, or common law.
- b) Council to stay on topics for which the meeting was closed.
- c) Strategy or discussion during a closed session are not formal decisions. Formal decisions must be voted on in a public meeting.

**Protocol 14: Council Meetings**

- a) If late to meeting, call ahead of time. If unable to attend, inform the City Manager.
- b) Mayor presides over council meetings; if the Mayor is absent, the Mayor pro-tem presides.
- c) Mayor and Council should notify the City Manager and City Attorney of disclosures and recusals prior to meetings when possible, and mention the disclosure during Comments.
- d) Council should request to speak and the Mayor will recognize the individual by name.
- e) When there is anticipated public input or a public hearing, the order during an agenda item should be:
  - 1) Staff presentation;
  - 2) Technical questions from City Council. Council should refrain from policy comments until after the public hearing or public input is received;
  - 3) Open public hearing or input, take public comments, close public hearing or input;
  - 4) Policy related questions and discussion from Council;
  - 5) Call for a motion and a second. Once made, the Mayor will call for discussion or comment on the motion specifically; and
  - 6) Formal vote or summary of direction from Council.

**Protocol 15: City Manager Updates**

- a) City Manager provide a bi-weekly written updates on organizational issues.

- b) The City Manager will provide Monthly Budget Reports to City Council.

**Protocol 16: Council Budget & Travel**

- a) City Manager distributes approved budget after City Council adopts.
- b) City Manager monitors and informs Council of available funds.
- c) Council will be informally polled if travel is unanticipated.

**Protocol 17: E-Communication**

- a) All communications among and to Council Members should be courteous and professional. Under state law, a record is public unless there is an exception making it non-public.
- b) During open and public City Council meetings, members of the City Council will not text about any item on the meeting agenda.
- c) Some communications may be labeled private, protected, privileged, or otherwise identified as non-public. These communications may not be shared outside of City government. Communications requesting or receiving legal advice are privileged and confidential and may not be shared outside of City government.

# City Council

## Staff Communications Report



**Subject: Community Engagement Quarterly Update**  
**Authors: Linda Jager, Tanzi Propst, Emma Prysunka, Clayton Scrivner**  
**Department: Community Engagement**  
**Date: April 24, 2025**

### Executive Summary

The Community Engagement Department's mission is to "foster communication and connection between the community and Park City Municipal." Our four-member team strives to fulfill this through our unique specialties, while also relying on collaboration with departments across the organization through our roles as designated liaisons.

This quarterly report provides an overview of the various tactics, strategies, and results from the fourth quarter of 2024 (October-December).

### Progress Overview and Highlights

#### Digital Content and Strategy

We use digital communication tools and social media platforms such as Facebook, Instagram, X (formerly Twitter), Threads, and Nextdoor to keep our residents and community stakeholders informed and engaged. We also send a Municipal Newsletter once every three weeks, conduct email marketing outreach, utilize the Engage Park City platform, and regularly update the City's website to inform and engage with residents and stakeholders. A detailed summary of our social media efforts is available in our latest report in Exhibit A. Key highlights include:

- The General Plan Comprehensive Update page on Engage Park City was our most popular page in October-December, with 95 active contributors.
- Video continues to perform across our platforms — our Halloween Reel clinched the top spot for reach, engagement and views in Q4. Other top contenders are the Main Street Area Plan video with Heleena Sideris (2nd most views), and the PC MARC's Pumpkin Smash (3rd most views).

#### Strategic Communications

Media relations and coordination involve proactive messaging and strategic responses to our audience. We consistently engage with local and regional media outlets to build positive relationships through professional outreach and timely handling of inquiries, we also advocate strongly for the city's position when warranted.

Here are some highlights from our Q4 media relations and communications efforts:

- 7 press releases
- 6 City Council preview videos, agenda ads, KPCW previews/recaps, and City Council recap social media posts.
- 7 Planning Commission preview and recap social media posts
- 5 City newsletters

- 8 KPCW PSAs
- 8 City Briefs
- Speeches and public appearance talking points
- KPCW interviews on City initiatives, events, and programs.

## **Park City in the News**

Here is a selection of just some of the news items that our team worked with media to provide accurate facts, quotes, etc.:

- Oct 2 - [Park City seeks residents to help plan for the town's future](#)
- Oct 8 - [Cyclist and driver ticketed in viral Park City road rage incident](#)
- Oct 10 - [Park City Recreation to reconsider winter court time](#)
- Nov 6 - [Park City Council to review future Main Street plan with two new gondolas](#)
- Nov 13 - [Locals give Park City Main Street Area Plan positive reviews](#)
- Nov 14 - [Park City launching Youth Advisory Council to get students involved](#)
- Dec 12 - [Park City planners approve new City Park building](#)
- Dec 13 - [Main Street ideas evolve into recommendations for Park City Council](#)
- Dec 19 - [Park City recruiting two deputy city managers](#)
- Dec 20 - [Park City seeking applicants for two deputy city manager positions](#)
- Dec 20 - [Park City announces recruitment for two new Deputy City Managers](#)
- Dec 20 - [Park City's largest affordable housing project set to open in summer 2025](#)
- Dec 24 - [Shuttle service offering free rides from Park City to Empire Pass](#)
- Dec 30 - [Plow drivers emphasize safety as snow returns](#)

## **Strategic Outreach**

We are committed to fostering meaningful communication with all stakeholders. To achieve this, we closely collaborate with each department to design and implement professional and effective stakeholder engagement campaigns, including Citywide mailings, open houses, surveys, Engage Park City projects, publications, and awareness campaigns. Our aim is to inform stakeholders, gather feedback, and measure community sentiment on various issues. Key highlights of Q4 stakeholder engagement and outreach include:

- [Bonanza 5-Acre Site RFP](#)
- [EngineHouse](#)
- [Fluoro Ski Wax Take Back Program](#)
- [Forest Health Work/Wildfire Mitigation](#)
- [General Plan Update/Neighborhood Advisory Committee](#)
- [Halloween on Main Street](#)
- [Main Street Area Plan](#)
- [Main Street Water Line Replacement Project](#)
- [Ride On Winter Kickoff](#)
- [Sundance 2025 Rules of the Road](#)
- [Trailhead Improvement Project](#)
- [Transit to Trails](#)
- [Winter Peak Day Mitigation](#)





## Community Events

In the fourth quarter, we worked with the Resident Advocate, the Mayor's Office, and our department liaisons to support a range of community events and projects. Our team took the lead or provided assistance in planning, promoting, and staffing the following activities:

- Brownie Troops 781 and 862 Visits to Park City Council
- Main Street Area Plan Community Meeting
- Mayor & Council in the Neighborhood – Old Town
- Native American Heritage Month Resolution
- Park City Day School City Hall Visits
- Park City Transit Bus Wrap Unveiling
- Veterans Day Panel and Community Commemoration

## Exhibits

**Exhibit A:** Park City Municipal Quarterly Social Media Report





Park City Municipal Corporation

# SOCIAL MEDIA REPORT

[QUARTERLY: OCT.-DEC. 2024]

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[Top Performing Posts](#)

[Quarterly Performance Breakdown \(all channels\)](#)

- [Nextdoor](#)
- [EngageParkCity.org](#)
- [MyEmma Email Marketing](#)

[Contact Information](#)

[Glossary of Metrics](#)

# Social Media Goals / KPIs

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## Goals

- Reach and engage with the Park City community through creative content and informative posts.
- Encourage more active participation from the Park City community in local government initiatives through calls to action.

## KPIs

- Reach
- Link Clicks
- Video Views
- Shares
- Likes / Reactions
- Comments
- Engagements
- Audience (Subscribers / Followers)
- Time on Page

# Insights

## Wins

- \* Our MyEmma email subscribers are reading what we have to say and keeping their subscriptions. While we lost 1 subscriber in 2024, the trend is upward in expanding this form of communication with our community.
- \* **General Plan Comprehensive Update was the most popular page on [EngageParkCity.org](https://EngageParkCity.org) with 95 active contributors.**
- \* Video continues to perform well on Instagram. Our Halloween Reel clinched the top spot for reach, engagement and views in Q4. Other top contenders are the Main Street Area Plan video with Heleena Sideris (2nd most views) and the PC MARC's Pumpkin Smash (3rd most views).

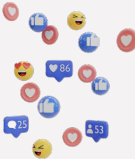
## Challenges

- \* [ParkCity.org](https://ParkCity.org) website stats still in limbo.
- \* Threads does not yet report metrics on Sprout Social. As we move from month to month tracking these numbers going forward I will be able to better determine monthly/quarterly accruals.
- \* **X (formerly Twitter) lost lots of traction in Q4. I believe this is likely due, in part, to the change of the landscape on this platform and the change in national leadership.**

## Key Takeaways / Opportunities

- \* **2023's "Winter Stoke" campaign on social media garnered engagement and follows across our platforms. It's a campaign that we did not run in 2024. The metrics appear to show that drumming up excitement about the winter season performs well. Let's plan to bring it back in 4 of 2025.**

# Progress Snapshot (October–December)

| AUDIENCE                                                                          | PUBLISHED POSTS                                                                   | ENGAGEMENTS                                                                        | VIDEO VIEWS                                                                         | IMPRESSIONS                                                                         |
|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
| 18,822                                                                            | 803                                                                               | 15,373                                                                             | 66,264                                                                              | 431,889                                                                             |
| An decrease of 11.2% from October–December 2023.                                  | Compared to 826 posts throughout October–December 2023.                           | Down 59.2% from October–December 2023.                                             | A decrease of 36.9% from October–December 2023.                                     | A decrease of 58.3% from October–December 2023.                                     |
|  |  |  |  |  |

# Top Performing Posts

HIGHEST REACH

HIGHEST ENGAGEMENT

MOST VIDEO VIEWS

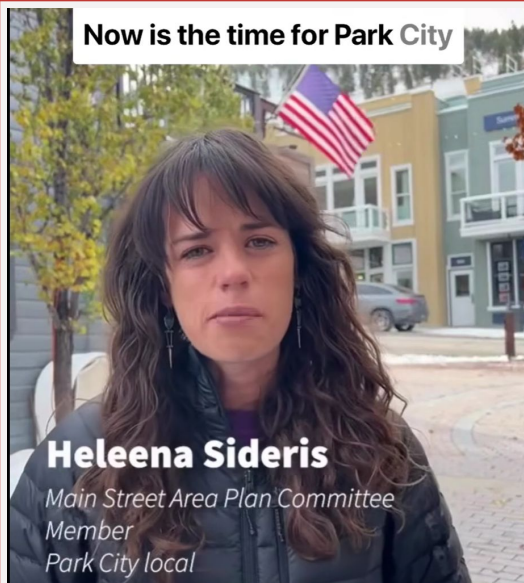


19,519 views (on Instagram alone) on  
a 32 second Reel.



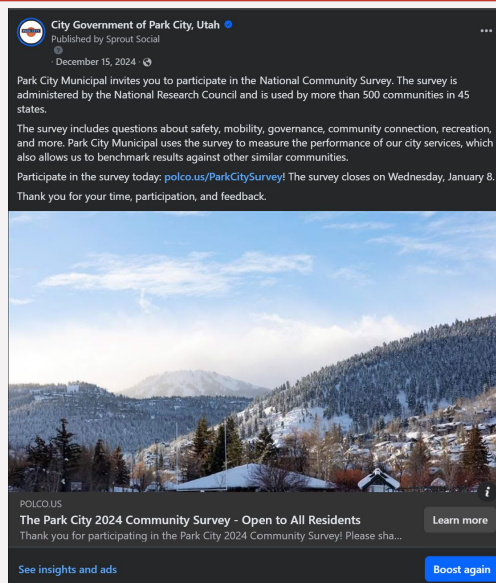
# Top Performing Posts

## 2nd HIGHEST REACH



This post reached 8,215 unique accounts on Facebook alone. This post also garnered 5,847 views (2nd highest).

## 2nd HIGHEST ENGAGEMENT



548 unique users engaged with this boosted post on Facebook alone.

## 3rd MOST VIDEO VIEWS



4,431 views (on Instagram alone) on a 25 second Reel.

# Monthly Performance Breakdown

| CHANNEL                      | NEW FOLLOWERS         | # OF POSTS PUBLISHED | ENGAGEMENT | LINK CLICKS | VIDEO VIEWS |
|------------------------------|-----------------------|----------------------|------------|-------------|-------------|
| Instagram<br>(Posts + Reels) | 438<br>(9,057 total)  | 238                  | 7,357      | 197         | 56,149      |
| Facebook                     | 146<br>(6,481 total)  | 151                  | 6,960      | 916         | 9,279       |
| X                            | -26<br>(2,503 total)  | 176                  | 660        | 117         | 730         |
| Threads                      | 1,808 total           | N/A                  | N/A        | N/A         | N/A         |
| NextDoor                     | 5,266 total           | 52                   | N/A        | N/A         | N/A         |
| TOTAL                        | 558<br>(25,115 total) | 617                  | 15,373     | 1,230       | 66,264      |



# Quarterly Performance Breakdown — Nextdoor

Q Search Nextdoor



**City of Park City**

A former silver mining town, Park City is now home to ~8,500 residents, two world-class ski resorts, and many special and cultural events. Park City is a proud alpine host for the 2002 Olympic Winter Games. PCMC Social Media Commenting Policy: See more...

Edit page description

Share

Post

Poll

Alert

Event

Viewing posts from your agency.

City of Park City

Digital Communications Coordinator Tanzi Probst • 44 min ago

The Park City Council approved the Bonanza Park Small Area Plan at their meeting on Thursday, unanimously agreeing with the Planning Commission that the plan [See more](#)

Key Recommendations



City of Park City

4,886 members

2,986 claimed households

36 neighborhoods

mapbox

City of Park City

445 Marsac Ave

Park City, UT 84060

[Get directions](#)

(435) 615-5000

media@parkcity.org

parkcity.org

FOLLOWERS

5,266

IMPRESSIONS

25,507

PUBLISHED POSTS

52

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# Quarterly Performance Breakdown — EngageParkCity.org

TOTAL VISITS

2,461

INFORMED VISITORS

442

TOP PAGE

95 contributors

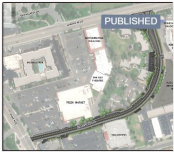
General Plan Comprehensive Update



Let's talk, Park City!  
Welcome to Engage Park City, a space for Parkites to share ideas, discuss important topics, and provide feedback on City projects and initiatives. For more information about what Park City Municipal is working on and to stay up to date on current projects, please visit [our website](#), follow us on social media (@parkcitygovt), or sign up for [enotifications](#).  
[Sign Up](#)



PUBLISHED  
February 13, 2024  
**Thaynes Canyon Pathway Project**  
Project Overview



PUBLISHED  
February 2, 2024  
**Homestake Road Improvements**  
Project Overview



PUBLISHED  
January 29, 2024  
**Bike and Pedestrian Plan**  
Overview  
The Park City Bicycle and Pedestrian Plan is



PUBLISHED  
January 10, 2024  
**Summit County/Park City Regional Parking Needs Assessment &**

# Quarterly Performance Breakdown — MyEmma

## OPEN RATE

51.87%

9,613 opens.

Industry standard for local governments is 19.4%.

## CLICK RATE

1.94%

776 clicks.

Industry standard for local governments is 2.8%.

## CAMPAIGNS SENT

7

We sent the same number of campaigns during the October-December 2023 time period.

## RECIPIENTS

6,528

A net of -1 subscribers.

# Contact Information

## Tanzi Propst

**Cell:** (385) 266-3728

**Email:** [tanzi.propst@parkcity.org](mailto:tanzi.propst@parkcity.org)



Need to know more?

Want to provide feedback?

Seeking clarification?

# Glossary of Metrics

| <b><u>METRICS</u></b>           | <b><u>DEFINITION</u></b>                                                                                | <b><u>SIGNIFICANCE</u></b>                                                                                                                    |
|---------------------------------|---------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|
| <b>CAMPAIGN</b>                 | An email/eblast that we shared with our subscribers.                                                    | Tells us how many email messages we sent.                                                                                                     |
| <b>CLICK-THROUGH RATE (CTR)</b> | The percentage of users who see our post and also click on it.                                          | Tells us how engaging users find our content.                                                                                                 |
| <b>CONTRIBUTIONS</b>            | How many submissions, posts, comments, or reactions participants contributed to your projects.          | Tells us how users are interacting with our EngagePark City. org project pages.                                                               |
| <b>ENGAGEMENT RATE</b>          | The amount of interaction — likes, shares, comments, saves — a piece of content receives.               | Tells us how engaging users find our content.                                                                                                 |
| <b>IMPRESSIONS</b>              | How many times our post has been shown to users (not unique).                                           | Tells us how often users are seeing our content.                                                                                              |
| <b>INFORMED VISITORS</b>        | Users that have taken some sort of action on our project page(s).                                       | Tells us what users might be interested in and what topics they are concerned with.                                                           |
| <b>KPI</b>                      | Key Performance Indicator(s). A quantifiable measure of performance over time for a specific objective. | Provides targets for us to shoot for, milestones to gauge our progress and insights that help us make better social media strategy decisions. |
| <b>REACH</b>                    | How many users have seen our post(s) (unique).                                                          | Helps us understand how large our audience is and measures our progress toward spreading brand awareness.                                     |
| <b>SESSION DURATION</b>         | Time a user spends on a webpage.                                                                        | Tells us how long users are spending on a page and what pages are of importance to them.                                                      |



## City Council Staff Communications Report

**Subject:** MSAP Progress Report  
**Author:** Matt Lee & Chris Eggleton  
**Department:** Economic Development  
**Date:** April 24, 2025

### Summary

Here is an update on the status of the [Main Street Area Plan](#) (MSAP) projects:

### ROADWAY AND CIRCULATION PROJECTS

The construction of pedestrian-friendly street and sidewalk improvements within the Historic Commercial Business (HCB) District, including specifically Main Street and Swede Alley were the Council primary priorities. A Request for Statement of Qualifications (RSOQ) for a feasibility analysis has been prepared and is scheduled for release April 21, 2025. The RSOQ will select an engineering firm to prepare a feasibility analysis related to a redesign of Main Street and Swede Alley, prioritizing improvements to the pedestrian experience, and including items identified within the [transportation and circulation recommendations](#) presented at the February 13<sup>th</sup> City Council Retreat Work Session:

- Collect topographical survey, right of way, and existing utility (wet/dry) horizontal/vertical data;
- Prepare and submit a feasibility analysis report highlighting all required right of way, utility impacts, and potential long lead items that would impact delivery of the project;
- Analysis of potential impacts to public and private adjacent landowners;
- Prepare concept level plans for street design;
- Prepare opinion of probable improvement costs; and
- Prepare a preliminary schedule considering design, relocation of utilities, and an estimated construction schedule.

The last major study of this nature for Main Street and Old Town was conducted as far back as 2016 by Nelson Nygaard. See below for more information. Our team is reviewing these files as well, and they will help inform and speed up the work being requested in the April 21 RSOQ.

- <http://www.parkcity.org/home/showdocument?id=29345>
- <http://www.parkcity.org/home/showdocument?id=29347>

### SNOWMELT SYSTEM

Environmental Sustainability was already working on an initial feasibility study with The GreyEdge Group on ways the City can use local, fossil free resources to help provide a more sustainable energy source to heat public and private facilities in town. This was

set in motion after deliberations about the energy footprint of the new City Park Community Center. Internal departments are working on the scope of the next phase, including a financial model, infrastructure needs, and challenges. The Main Street area is one of the targeted areas of the study, with one of the subsequent phases of the feasibility study targeted at creating a more sustainable way to remove ice on Main Street and Swede Alley, similar to the experience in many other resort towns.

For example, originally heated by natural gas, the Town of Vail's heated streets have become a key amenity since the town installed its snowmelt system in the early 2000s. With the heated streets contributing to an extremely high carbon footprint, natural gas volatility, and the need to replace boilers, Vail discovered that converting the system to ambient temperature loops would be a cost effective, carbon-free way to provide year-round, accessible and walkable streets.

City staff are also working with other mountain communities that are farther along in geothermal system design and operations (including Vail and Boise) to look at geothermal for snowmelt, water and building heating and cooling in cold climates.

### **GONDOLA TO DEER VALLEY**

This design and transportation element seems to have gotten a lot of attention, both from the public and from the City Council. As a result of the Retreat discussion, we convened a team to assess the feasibility of a gondola from Main Street to Snow Park to better connect these two major destinations and reviewed all relevant materials on file at City Hall.

Pursuant to the Council's input, our review will look at a host of Main Street locations, or along the entirety of Swede Alley, and not only the Brew Pub Parking Lot, as initially recommended by the Main Street Committee. We anticipate a Council update by May 23, 2025.

In addition, we prepared a brief history of the various gondola/aerial transportation research performed by the City that was easily accessible and on file at City Hall below.

## **HISTORY**

DECEMBER 19, 2024

### **MAIN STREET AREA PLAN COUNCIL PRESENTATION**

**OBJECTIVE:** The Main Street Area Plan (MSAP) project was launched in May 2024. Concurrent with the General Plan, the City conducted a focused Historic Main Street and Old Town Small Area Plan to create a vision for the future with a tangible and feasible project list.

SUMMARY: One of the many goals of the Committee was to optimize transportation systems to meet current and future needs. The Committee suggested we explore the potential for a gondola to connect Main Street to Deer Valley Resort, as 23% of Main Street visitors come from Deer Valley and that percentage is anticipated to increase with the redevelopment of the Snow Park Base Area.

A gondola between DVR and the Brew Pub Plaza would enable more high-value customers to easily reach the street without using vehicles, or creating additional traffic, congestion, or parking and drop off facilities. We are scenario planning, and will also developed a no-build scenario for designing some of our public spaces without a gondola.

LINKS: Dec 19, 2024 [Staff Report](#) + [EXHIBIT A: Committee Recommendation to Council](#) + [EXHIBIT B: Main Street Area Plan – Final Report](#)

August 21, 2023

### **EMERGING DISRUPTORS, Urban Aerial Gondola Workshop**

OBJECTIVE: A workshop reviewed the previous analysis from the SE Group - “Transit Gondola Feasibility Study for the Park City Municipal Corporation”.

SUMMARY: The analysis is a preliminary evaluation around the concept of connecting various major destinations throughout Park City with an aerial transportation system (gondola). The analysis concluded that while there are significant barriers, development uncertainties, and additional infrastructure requirements, an aerial gondola system could provide a feasible transportation option between the major commercial and resort centers within Park City.

EXHIBIT A: Emerging Disruptors, Urban Aerial Gondola Workshop

October 7, 2022

### **MEMO - Impact on Transit Service Quality and Costs**

FROM: Gordon Shaw, LSC Transportation Consultants, & Chris Cushing, SE Group

OBJECTIVE: The memo presents a discussion of the impact that a potential gondola system would have on the overall public transit network in Park City. This builds upon the bus transit alternatives developed as part of the Park City Short Range Transit Plan.

SUMMARY: The gondola system presented by SE Group in May 2020 conclusions: 1) No major travel time savings except during peak congestion. 2) The Gondola is more reliable in heavy traffic but adds transfers and longer travel times in some cases. 3) Bus service is still necessary, though fewer buses are required. 4) Increased costs (\$2.4M annually) despite bus service reductions. 5) Primary benefit: Long-term traffic mitigation and capacity increase for future growth.



The gondola system may be more suitable as part of a long-term urban mobility strategy rather than an immediate cost-saving solution.

#### EXHIBIT B: Gondola Options – Impact on Transit Service Quality and Costs

October 29, 2020

#### **WORK SESSION COUNCIL PRESENTATION**

FROM: Franklin Williams, Transit, Julia Collins Transportation Planning

OBJECTIVE: Preliminary Aerial Study – Phase 1 Feasibility Update

SUMMARY: Review the initial feasibility study to evaluate the potential for future aerial connections to major destinations throughout Park City. Despite the possibility of future aerial connections, considerable barriers were identified, including major capital and operational costs, fluctuating and inadequate year-round ridership demand, challenging access points, difficult state and local regulations, and significant private land acquisition and use/easements.

While an aerial system is technically possible, the costs are substantial, and the workload requires additional resources. Nonetheless, this is a bold solution that would likely gain traction and utility over time as the planned growth in and around Park City is projected to be considerable. Eventually, aerial connections could be used to mitigate traffic and congestion further, provided they integrated with a comprehensive public transportation system to prevent vehicles from entering Park City.

EXHIBIT C: October 29, 2020: Staff Report + EXHIBIT: 2019 Community Feedback + Council PowerPoint

May 2020

#### **Transit Gondola Feasibility Study**

FROM: SE Group

OBJECTIVE: A preliminary evaluation around the concept of connecting various major destinations throughout Park City with an aerial transportation system (gondola). The impetus for such a study is the current and anticipated pressure on Park City's transportation infrastructure and system.

SUMMARY: Three segments of a system were conceptualized and evaluated through this analysis. The segments were selected based on connecting the major commercial nodes throughout the City, and a future Park City Arts and Culture District (A&CD) coming to the SW corner of Kearns Blvd and Bonanza Dr; with an anticipated completion date in 2024. The segments include from the future A&CD to Old Town Transportation Center area (OTTC), with options for connecting lines to Park City Mountain Base Area (PCM) and Deer Valley's Snow Park Base Area (DVSP).

The Study concluded that while there are significant barriers, development uncertainties, and additional infrastructure requirements, an aerial gondola system could provide a feasible transportation option between the major commercial and resort centers within Park City. The approach and details regarding the conclusions are included within this report.

EXHIBIT D: May 2020: Transit Gondola Feasibility Study

### **Exhibits**

- A August 21, 2023: Emerging Disruptors, Urban Aerial Gondola Workshop
- B October 7, 2022: Gondola Options – Impact on Transit Service Quality and Costs
- C October 29, 2020: Work Session Gondola Feasibility + Exhibit + Presentation
- D May 2020: Transit Gondola Feasibility Study



## Urban Aerial Gondola

**Date: Monday, August 21, 2023**

### Disruptor Description

Construct an aerial gondola or tramway, connecting destinations including park and ride lots in Park City.

### Workshop Focus

This workshop will explore Stakeholder Committee interest in:

1. Implementation of a gondola or tramway system to directly connect to Park City Mountain Resort and Deer Valley Resort.
2. Additional right-of-way acquisition to accommodate a gondola.

## Background Information

**Figure 1** illustrates the different types of potential gondola configurations. Monocable Gondola - Detachable (MGD) represents the configuration that is generally considered to be the most feasible for application to Park City. The MGD configuration has a capacity to move up to 4,500 people per hour per direction. Typical spacing between tower structures is 300-1300 ft.

*Figure 1 – Gondola Configuration Options*

| FUNCTIONS                                                                       |                                                                                    | SYSTEM COMPARISON                                                                   |                                                                                 |                                                                           |
|---------------------------------------------------------------------------------|------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|---------------------------------------------------------------------------------|---------------------------------------------------------------------------|
| MONOCABLE GONDOLA DETACHABLE (MGD)                                              | AERIAL TRAMWAY (ATW)                                                               | TRICABLE GONDOLA DETACHABLE (TGD)                                                   | AUTOMATED PEOPLE MOVER (APM)                                                    | FUNICULAR RAILWAY (FUL)                                                   |
| 7.0 m/s (25.2 km/h)<br>4,500 pphpd<br>4 – 15 people<br>70 km/h<br>100 m – 400 m | 12.5 m/s (45 km/h)<br>2,000 pphpd<br>8 – 230 people<br>100 km/h<br>200 m – 4,000 m | 8.5 m/s (30.6 km/h)<br>6,000 pphpd<br>28 – 35 people<br>100 km/h<br>200 m – 5,000 m | 14 m/s (50.4 km/h)<br>6,300 pphpd<br>54 – 232 people<br>100 km/h<br>30 m – 70 m | 14 m/s (50.4 km/h)<br>7,500 pphpd<br>50 – 400 people<br>100 km/h<br>100 m |
|                                                                                 |                                                                                    |                                                                                     |                                                                                 |                                                                           |
|                                                                                 |                                                                                    |                                                                                     |                                                                                 |                                                                           |

Source: Doppelmayr



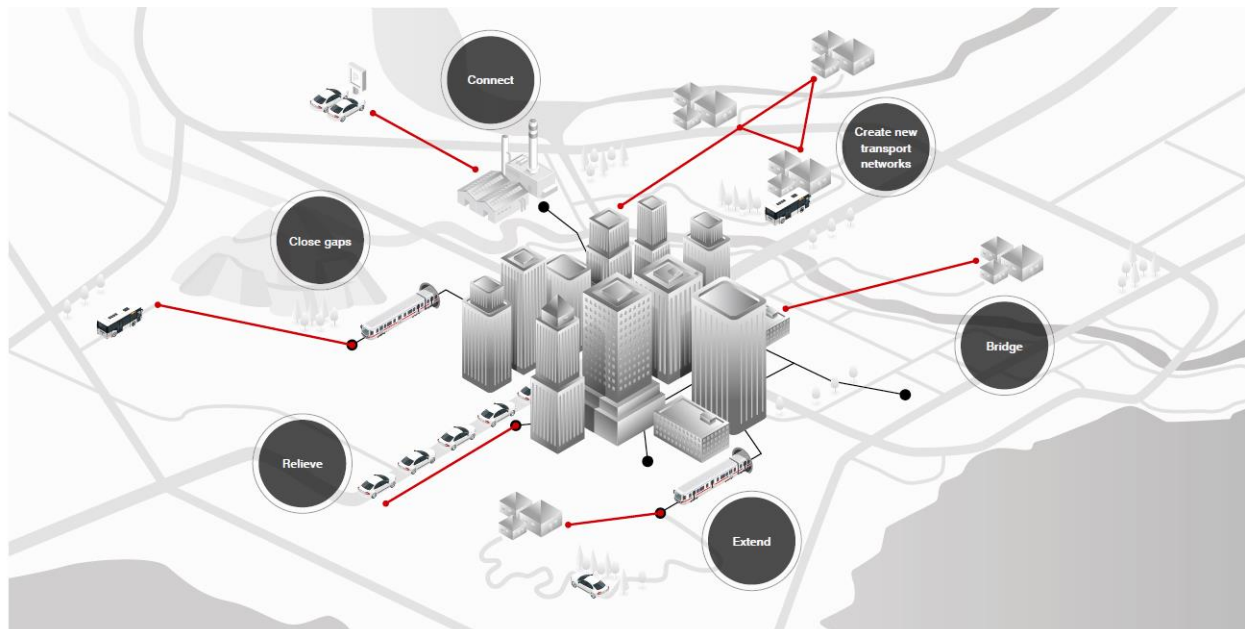
Gondolas have been implemented as mobility solutions throughout the world. Gondolas offer the following advantages:

- High capacity
- Reliability
- Unaffected by congestion
- Low emissions and noise (life cycle carbon footprint less than half of rail, bus, and vehicles)
- Small R/W footprint (poles)
- Short construction duration

Figure 2 illustrates different mobility applications of a gondola system.

*Figure 2 – Gondola Functions*

Functions performed by ropeways



Source: Doppelmayr

## Case Studies

### Portland, OR

The Oregon Health and Science University (OHSU) is the largest employer in Portland, OR. All its institutes are concentrated on one campus in the south of the city. Short distances between the individual institutes are essential for employees and patients. However, when the time came for a building expansion, there was no room directly on the campus and a site not far away had to be used. To maintain the short distances and easy reach of all the institutes, a reliable link was created with a reversible aerial tramway. The Portland Aerial Tramway (ATW) incorporates two stations, one tower and

# PARK CITY *Emerging Disruptors*



two cabins. The cabins offer space for 78 passengers and can also be used to transport hospital beds. The tramway links up with the streetcar at the South Waterfront Station. Cyclists can park their bikes directly next to the station. The tramway made it possible to better integrate the OHSU into the city and to ensure a close connection between the expansion site and the campus despite the distance between them. The Tram is a five-minute ride each way, rising 500 vertical feet and traveling 3300 feet in distance.



## La Paz, Bolivia

Aerial ropeways were constructed in La Paz and El Alto in Bolivia in 2014. The ropeway network constitutes the principal mode of transport for the two South American cities and consists of ten lines with an overall length of over 30 kilometers. Each day the system, Mi Teleférico, is used by 300,000 people. Commuters benefit from significant time savings and escape from the daily road congestion by using the ropeway.



By EEJCC - Own work, CC BY-SA 4.0,  
<https://commons.wikimedia.org/w/index.php?curid=128291583>





## Telluride, CO

Telluride's gondola system provides free transportation between the Town of Mountain Village and the Town of Telluride. Opened in 1996, what was once an eight-mile drive between the two towns, the gondola provides a more direct three-mile route over the mountains. Each cabin travels at 11 mph, and the ride takes approximately 13 minutes. The initial purpose of the gondola was to improve air quality and reduce traffic impacts. Over 2.5 million terminal exits are counted each year. The gondola has three primary stations for boarding and unloading. The gondola is operated and funded by the Telluride Mountain Village Owners Association (TMVOA), through the collection of Real Estate Transfer Assessments and Annual Real Estate Assessments.



## Previous Analysis

[Transit Gondola Feasibility Study for the Park City Municipal Corporation, 2020](#)

In 2020, SE Group prepared "*Transit Gondola Feasibility Study for the Park City Municipal Corporation*". The analysis is a preliminary evaluation around the concept of connecting various major destinations throughout Park City with an aerial transportation system (gondola). The analysis concluded that while there are significant barriers, development uncertainties, and additional infrastructure requirements, an aerial gondola system could provide a feasible transportation option between the major commercial and resort centers within Park City.

The analysis states that economic incentives and transit options could motivate people arriving to Park City via Kimball Junction or Quinn's Junction to park in outlying lots (i.e., Ecker Hill Park and Ride, Richardson Flat Park and Ride and other future satellite parking developments) and take public transportation to the aerial terminal.

The analysis emphasizes safe and accessible satellite parking options, served by high-frequency transit, coupled with strong in-town parking policies are needed. The existing bus system would be modified to become a "feeder" system for the trunk line that would be the gondola. Attachments 1, 2, and 3 on show the potential gondola system.



## Park City – Comparison of Gondola to Bus Rapid Transit (BRT), December 2022

SE Group and Fehr & Peers LSC Transportation Consultants prepared a comparison of trade-offs and considerations of a gondola versus Bus Rapid Transit (BRT) network in Park City. The alignments considered include connections between the four main nodes within Park City: Deer Valley Resort, Old Town, Park City Resort, and Bonanza District. Connections to regional gateways (Kimball Junction/SR224 and Quinn's Junction/SR248) were not considered in the analysis. The analysis found:

- The gondola system would not speed travel times during typical conditions but could provide greater dependability in travel times during peak traffic conditions.
- The gondola would provide additional non-auto mobility capacity that could address the travel demands of future development, particularly at the gondola terminals.
- The gondola system is best addressed as part of a comprehensive land use/mobility plan.

A summary of comparison and trade-offs between Gondola and BRT are summarized in **Tables 1-4**.



**Table 1 – Capital Costs Comparison**

|                                                       | Gondola | Bus Rapid Transit   |
|-------------------------------------------------------|---------|---------------------|
| Capital Infrastructure (2.5-mi. alignment, excl. ROW) | \$64 M  | \$40 M <sup>1</sup> |
| Operations (annual)                                   | \$3.6 M | \$1.4 M             |

**Table 2 – Passenger Capacity Comparison**

| Gondola (passengers per hour) | Bus Rapid Transit (passengers per hour) |
|-------------------------------|-----------------------------------------|
| 1,500                         | 600                                     |

**Table 3 – Right of Way Requirements**

|                      | Gondola ROW               | BRT ROW Option 1 (widening to two new travel lanes) | BRT Option 2 (converting one travel lane in one direction) |
|----------------------|---------------------------|-----------------------------------------------------|------------------------------------------------------------|
| Right of way (sf)    | 1,188,000 (90' x 2.5 mi.) | 324,000 (24' x 2.5 mi. + 7 stations)                | 166,000 (12' x 2.5 mi. + 7 stations)                       |
| Cost per square foot | \$2,000                   | \$2,000                                             | \$2,000                                                    |
| Total cost           | \$2,376 M                 | \$650 M                                             | \$330 M                                                    |

**Table 4 – Decision Factors for Gondola vs BRT**

|                                | Gondola                                                                                                                                                      | Bus Rapid Transit                                                                                     |
|--------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|
| <b>This mode is better at:</b> | Serving internal trips that connect major trip origins (lodging, residential) with trip destinations (resorts, commercial)                                   | Serving regional trips beyond the core zone (does not require transfers or parking at ends of busway) |
|                                | Serving large concentrations of demand within a quarter-mile distance of terminals                                                                           | Serving areas with more dispersed travel demand along a corridor                                      |
| <b>Advantages</b>              | Unaffected by traffic congestion -- can provide faster travel speeds in congested periods                                                                    | Can provide single-seat trips from a broader residential/lodging area                                 |
|                                | Can avoid significant right-of-way requirements, if Utah law and evacuation requirements allow easements rather than land purchase or if City owned property | Better opportunities to implement incrementally                                                       |
|                                | Can attract new users due to novelty                                                                                                                         | Can better tailor service levels to changes in demand                                                 |
|                                | Can move more passengers per employee at peak times                                                                                                          | Can provide faster travel speeds in uncongested traffic periods                                       |
|                                | Higher peak capacity                                                                                                                                         | Can more easily adjust stop locations                                                                 |
| <b>Disadvantages</b>           | Higher visual impact on the community                                                                                                                        | Requires dedicated travel lanes increasing right-of-way requirements                                  |
|                                | Privacy impacts of gondola passengers looking into private property                                                                                          | Can be viewed by some as less attractive (stigma of buses)                                            |
|                                | Increases the need to transfer to provide regional connectivity                                                                                              | Bus operator limitations                                                                              |

<sup>1</sup> <https://brtguide.itdp.org/branch/master/guide/>

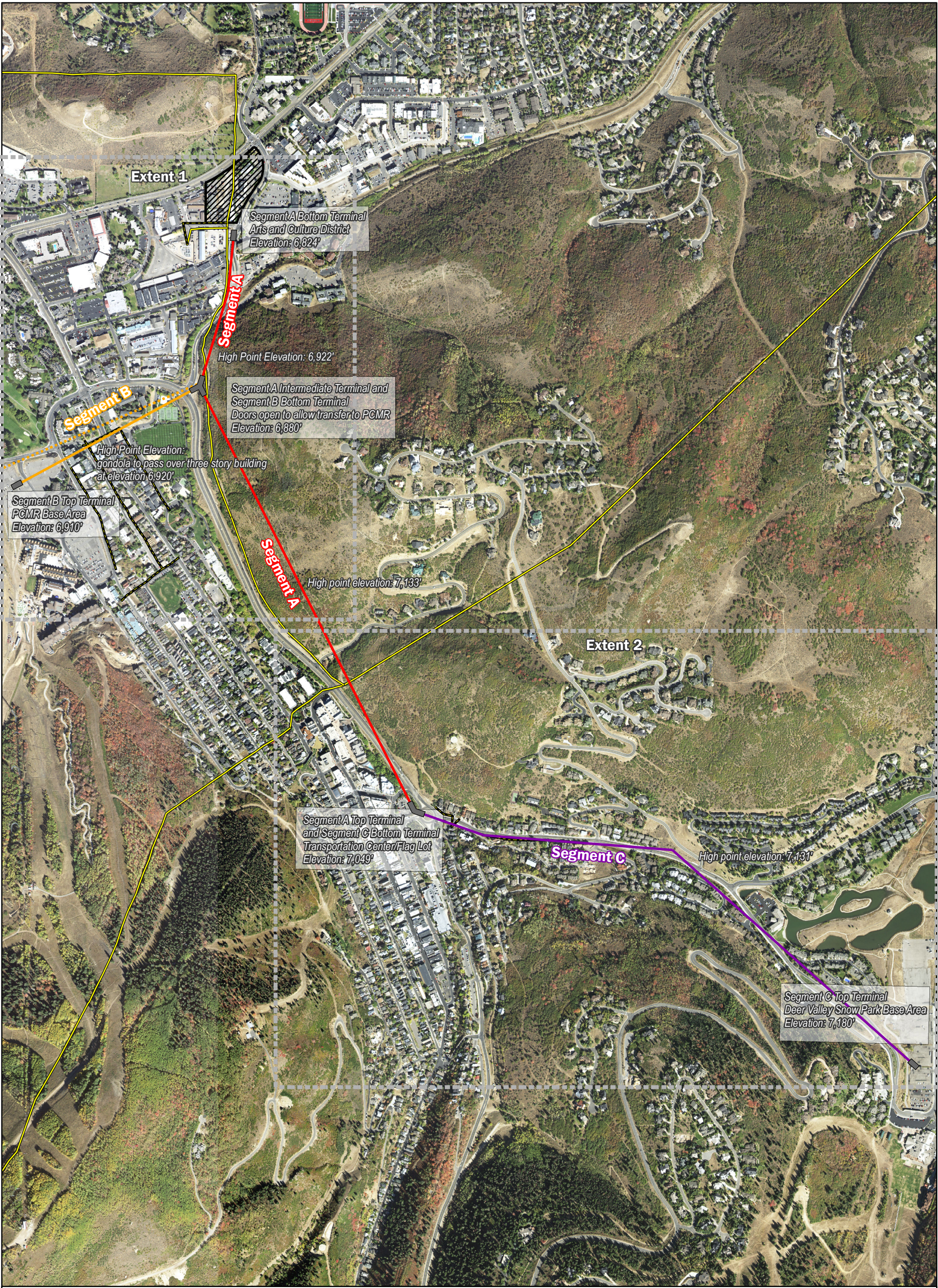




## Workshop Discussion Questions

1. What are the challenges that a gondola seeks to improve?
2. To what extent may residents and guests use a gondola to replace vehicle trips?
  - Should the system focus on in-town trips, or
  - Should the system focus on capturing visitors at park and ride lots?
  - Is longer travel times considered acceptable as compared to free flow speeds?
3. What destinations should it serve?
4. Are there potential feasible alignments sufficient to accommodate the system?
  - Along SR 248 (Rail Trail corridor)
  - Deer Valley to Old Town
  - Quins to Bonanza
  - Bonanza to Old Town
5. Will stakeholders be accepting of a longer travel time from regional hubs (e.g. Quinn's Junction) as compared to normal vehicle travel time?
6. Is there support for an urban Gondola?
  - Are right of way impacts an acceptable trade-off?
  - To avoid right of way impacts
7. Is a gondola "sufficiently disruptive" to provide a mobility benefit to Park City residents and visitors?
8. Is the Gondola concept an idea that we want to advocate to be further considered by Park City?





Park City Gondola Alignment Map - Full Extent

ATTACHMENT 1

Existing

Arts and Culture District

Primary Utility Line

Secondary Utility Line

Proposed

Gondola Segment A

Gondola Segment B

Alternate Gondola Segment B

Gondola Segment C

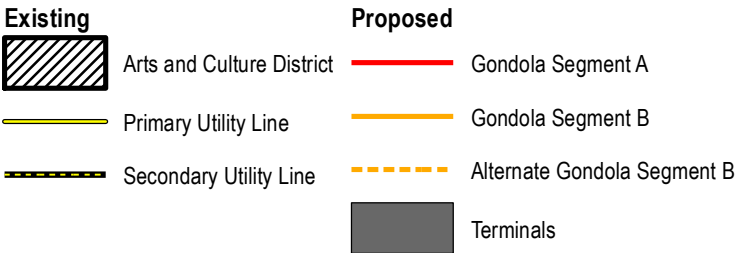
Terminals



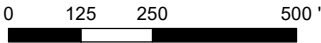


Park City Gondola Alignment Map - Extent 1

ATTACHMENT 2



June 2020. Prepared by:

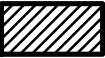






## Park City Gondola Alignment Map - Extent 2

ATTACHMENT 3

| Existing                                                                                                      | Proposed                                                                                                |
|---------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|
|  Arts and Culture District |  Gondola Segment A |
|  Primary Utility Line      |  Gondola Segment C |
|  Secondary Utility Line    |  Terminals         |

June 2020. Prepared by:



0 125 250 500'



Segment C Top Terminal  
Deer Valley Snow Park Base Area  
Elevation: 7,180'





# MEMORANDUM

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**DATE:** 10/7/2022  
**TO:** Alex Roy, Park City  
**FROM:** Gordon Shaw, LSC Transportation Consultants, Inc., Chris Cushing, SE Group  
**CC:** Jason Miller, Fehr & Peers  
**SUBJECT:** Park City Gondola Options – Impact on Transit Service Quality and Costs

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This memo presents a discussion of the impacts that a potential gondola system would have on the overall public transit network in Park City. This builds upon the bus transit alternatives developed as part of the Park City Short Range Transit Plan. The impact of the gondola concept is considered based on the following factors:

- Total in-vehicle travel time (buses and gondolas) between key activity centers and travel time dependability
- The need to transfer between buses, between gondolas, and between buses and gondolas
- The passenger-per-hour capacity of the system between key activity centers
- The required bus service to continue to serve all areas at a similar frequency, and impact on operating costs
- A discussion of parking conditions.

The gondola system assumed for this analysis is that presented in the *Transit Gondola Feasibility Study for the Park City Municipal Corporation* by SE Group in May 2020. At a high level, this concept includes the following:

- **Segment A** – Connecting Old Town with the Bonanza/Iron Horse area (7-minute travel time)
- **Segment B** – Connecting Park City Mountain Resort with Segment A at a transfer point near the Deer Valley Drive /Bonanza intersection) (3-minute travel time)
- **Segment C** – Connecting Old Town with the Deer Valley base area (6-minute travel time)

A map depicting these segments drawn from the SE Group document is provided attached. All segments would operate at approximately 11 miles per hour. They would be designed to have a capacity of 1,500 persons per hour per direction, though capacity could potentially be increased to 3,000 persons per hour per direction. The system was assumed to operate in the winter from November 1 to April 30 (7 AM to 10 PM) and in summer from May 7 to October 24 (9 AM to 10 PM).

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## In-Vehicle Travel Times

A key factor in the quality of transit service is the actual in-vehicle travel time. This is typically found to be the single most important factor in an individual's travel mode decision-making. **Table A** presents the in-vehicle travel times between key activity centers (in either direction) for the enhanced bus-only transit system (Alternative 2). **Table B** presents a similar table assuming the provision of the gondola system. In addition, **Table C** presents the difference between **Table A** and **Table B**, indicating the gondola travel time minus the bus travel time (so a positive value reflects a longer in-vehicle travel time via gondola than via bus). In all of these tables, two values are provided: the straight in-vehicle travel time (top value) as well as a value that includes 10 minutes of effective perceived travel time for every transfer (bottom value). A review of this information indicates the following:

- Straight travel times via gondola would be slightly longer (assuming no significant traffic congestion) than travel times versus bus service. In particular, the gondola travel time between Old Town and Bonanza (7-minutes) versus the bus travel time along Deer Valley Drive (3 minutes) results in greater travel times by gondola. If the transfer 10-minute “penalty” is included, travel times with the gondola become substantially higher for many key trips.
- Table B also indicates those trips that could be completed solely by gondola (and a short walk) indicated in blue, those that would require both gondola and bus links (in green), and those that would remain via bus service only (no shading). This reflects that even with a gondola system connecting the four key activity centers, a majority of trips would still rely on bus service to some degree or another.
- Simply averaging the individual trip travel times, overall gondola service increases average straight travel time by 11% (or about 1.5 minutes). Including the transfer time penalties, perceived average travel time increases by 27%, from 17 to 21.5 minutes.

A key factor is that the bus service is impacted by traffic delays, while gondola service (at least for those trips that can be completed solely by gondola) is not. In particular, bus service to and from Park City Mountain Resort is impacted on a frequent and significant basis by traffic congestion around the Deer Valley Drive / Park Avenue intersection. It bears noting that other trips that include bus service would still be impacted by traffic congestion (such as delays along SR 248 to/from Quinn's Junction).

## Transfer Requirements

These tables also show the need to transfer as part of an individual trip, including transfers between buses, between gondolas, and from gondola to bus or vice versa. This assumes that Segments A and C are designed to avoid a transfer at Old Town, while Segment B will require a transfer to Segment A in either direction. Segment C will require a transfer to Segment A. As shown, the number of individual trips that require at least one transfer would increase from 13 under a bus system to 20 with a gondola. In addition, the number of individual trips that would require two transfers increases from 2 with bus-only service to 5 with the gondola service. As an example, a trip from Park City Mountain Resort to Silver Lake would require a gondola-gondola transfer followed by a gondola-bus transfer at Old Town.



The need to transfer is typically seen by passengers as a substantial detriment to transit service quality. A transit planning guideline is that passengers see a transfer as equal to an additional 10 minutes of in-vehicle travel time. The impact of transfers on a gondola/bus system serving Park City will vary:

- Gondola/gondola transfers during low passenger activity periods could be very convenient (and thus low impact) if the transfer facility is designed to allow transfers to occur with only a few steps. At peak times, there is the potential for transfer delays, such as when high volumes of passengers are coming in from both Deer Valley and Park City Mountain Resort and largely loading on the northern leg to Bonanza and connecting bus services.
- Gondola/bus transfer convenience will depend on the specific design of the transfer facilities, such that they can minimize walk distances between modes.

## Bus Services to Support the Gondola System

To transport passengers to/from the gondola system, a substantial transit service is required. Based on the Alternative 2 scenario, the following routes are required:

- **Blue Route** – a large two-directional circular route connecting the Bonanza gondola terminal with Park Meadows, Thaynes Canyon, and PMCC
- **Red Route** – a “local” route connecting Deer Valley, Old Town, PMCC, Bonanza, and Prospector. It would serve the intermediate stops along Deer Valley Drive, Park Avenue, Kearns Boulevard, and a loop around Prospector. As some of the demand would be served by the gondola, peak service frequency could be reduced from 10-minute service to 15-minute service
- **Purple Route** – Connecting Old Town with Silver Lake and Montage.
- **Yellow Express** – A direct shuttle connecting Quinn’s Junction and the Bonanza gondola terminal. This would be shorter than needed under Alternative 2. As the Green Route connecting Quinn’s Junction and Park City Mountain Resort would not be operated (as passengers would transfer to the gondola at Bonanza), additional capacity would be added to peak service on the Yellow Route.
- **White Route** – The existing White Route could be re-routed to terminate at the Bonanza Gondola Terminal
- **Trolley** – This route would be important in transferring passengers to/from the gondola system.
- **Deer Valley Microtransit** – Serving Silver Lake
- **Park Meadows** – Quinn’s Microtransit – Serving the outlying areas of both Park Meadows and Quinn’s Junction, providing connections to the Yellow Route in Quinn’s Junction and at the Bonanza Gondola Terminal.

Note that these routes do not include a direct route (Green) between Quinn’s Junction and Park City Mountain Resort, which would require a transfer between the Yellow Route and the gondola at the Bonanza terminal as well as between the two gondola lines at the mid-route terminal.



**Table D** presents the analysis of the peak buses in operation and the annual vehicle-hours of service required to operate the bus service with a gondola system. As shown, up to 21 vehicles (16 buses plus five microtransit vans) are in peak operation, which is an increase of 1 vehicle over the current peak needs. Annual vehicle-hours of service would total 82,200, 3% less than today's service plan.

**Table E** presents the bus-only service expansion (Alternative 2), while **Table F** provides a summary comparison of the results. Without a gondola, up to 26 buses would be required at peak (6 more than today) and 12% more annual vehicle-hours of service to provide the desired service levels. The impact of the gondola on future transit service would be to reduce the number of buses by five and reduce the annual vehicle-hours of service by 13,400 per year, or 16%. Compared with current service levels, bus services supporting a gondola system would operate two fewer buses and three more vans and would require 2,900 fewer annual vehicle-hours of service.

## Operating Costs

Park City Transit services currently require a marginal operating cost of approximately \$92 per vehicle-hour of service. Using this factor, the impact on operating costs can be considered in two ways. Compared to **current operating costs**, the bus service supporting a gondola system would save \$267,000 per year in bus operating costs. **Compared to future bus operating costs without a gondola**, the gondola would allow bus operating costs to be reduced by \$1,233,000 per year.

The SE Group study indicated an annual operating cost (in 2020 dollars) of \$3,595,000. Including both bus and gondola operating costs, the operating costs of the total transit system with a gondola would be \$2,362,000 higher than current costs.

## Capacity

Much of the PCT fleet seats 32 passengers. A transit rule of thumb is that total capacity, including standees, should not exceed 150% of seating capacity, indicating an effective capacity (with standees) of 48 passengers per bus. In addition, the SE Group report indicates an initial capacity of 1,500 passengers per hour (with the potential to double this figure). Using these figures, Table G presents a summary of the overall capacity – in passenger trips per hour per direction – of the transit program without and with a gondola component. The impact is obvious for the four key origin/destination pairs directly served by the gondola, where the capacity would expand by more than 1,000 passengers per hour. For other trips, however, the capacity constraints of the connecting bus system (at least as defined above) limit any increase in overall capacity. Note that the gondola system would also make adding overall capacity through bus expansion more cost-effective, such as additional peak intercept service between the gondola and Quinn's Junction. However, this would also come at an increased operating cost.

## Discussion of Ridership Impact

There are a number of factors that can be considered in assessing the impact of the gondola on overall public transit use in Park City:



- **Travel Time** – As discussed above, the gondola system would slightly increase travel times for a large number of potential trips in periods without extensive traffic congestion. There would, therefore, not be a significant increase in ridership due to travel times savings much of the time.
- **Travel Time Reliability** – A key incentive for using the gondola would be the fact that travel times would not be impacted by traffic congestion. At peak times, a passenger departing a resort could get to the Bonanza gondola terminal long before they could in a car or bus. However, the many passengers using a bus as part of their trip would still face travel delays for that portion of their trip.
- **Transfer Requirements** – The need to transfer would be increased by a gondola system. While careful design can address this impact to a degree, it would overall tend to reduce ridership.
- **The Enjoyment of the Ride** – For most people (at least those that do not suffer from acrophobia), traveling in a gondola is a more pleasant experience than bus travel. For visitors, the “wow” factor of gondolas and their prominence would generate additional ridership. For residents and commuters, this factor typically fades relatively quickly, and other factors, such as convenience and travel time come to the fore. Surveys of existing PCT riders indicate that roughly half are visitors, and the remaining half are residents and commuters.
- **Gondola Access** – The proportion of total Park City employees, residents, skiers, and other travelers that live or are lodged within a convenient walking distance of the four gondola terminals is quite small. The large majority would therefore need to access the gondola via another mode. While many would access using the bus system and some would access via bicycle, the majority of potential riders would tend to drive to the gondola stations. However, the limited parking availability at these stations on peak days would tend to reduce ridership growth potential.

Overall, these factors indicate that the gondola/bus system could generate significant additional ridership when traffic congestion and/or parking constraints preclude convenient auto or bus travel. At off-peak times when these factors are not present, there is not a significant factor that would increase resident / commuter ridership though visitors that can access the gondolas and are attracted to the enjoyable ride would result in some ridership increase.

## Discussion of Parking Issues

One of the issues associated with any high-capacity transit system is managing parking at the access points/stations. While connecting bus service can help address this, the ability that a gondola provides to access a busy activity center would tend to generate a pattern of travelers driving to a gondola terminal and then parking to use the gondola. For example, the parking and traffic congestion in the vicinity of Park City Mountain Resort would provide an incentive for skiers or employees to drive to the Bonanza area (or to Old Town) and search for parking. There is little public parking available in the Bonanza area, public parking in the Old Town area (such as the China Bridge garage) is often well-utilized and is not intended to serve as intercept parking for the other areas, and parking at PMCC and Deer Valley is well-utilized at peak times and also not intended as intercept parking for other areas. In short, a strong parking management plan would be needed around the terminals to limit parking overflow and to shift access to connecting bus services (such as connections to a Quinn’s Junction intercept lot).



## Summary

This analysis can be summarized as follows:

- The gondola system would not speed travel times during typical conditions but could provide greater dependability in travel times during peak traffic conditions.
- By providing a more enjoyable trip, the gondola system would attract visitors that otherwise would not be interested in bus public transit service.
- The gondola system would allow a modest (16%) reduction in bus service levels and associated operating costs, though the overall operating cost of public transit services would be increased by roughly \$2.4 million annually.

One of the factors limiting the benefit of the gondola system is that it largely connects trip destinations to other trip destinations. The proportion of potential passengers that can walk out of their home or lodging to a gondola station and complete their trip to a destination is relatively small. As a result, the majority of trips would still include a bus link for at least a portion of the trip.

The gondola system does not provide substantive benefits (such as travel time reductions) today. However, it would provide additional non-auto mobility capacity that could address the travel demands of future development, particularly at the gondola terminals. Therefore, the gondola question is better addressed as part of a comprehensive land use/mobility plan and is also better addressed in a long-range plan that can consider the long-term benefits that could flow from the substantial capital investment in a gondola system.



**TABLE A: Expanded Bus-Only Transit Travel Time and Transfer Analysis in Peak Winter (Alternative 2)**

|    |                                                     |
|----|-----------------------------------------------------|
| 6  | In-Vehicle Travel Time (Minutes)                    |
| T  | Transfer Required                                   |
| 16 | Total Travel Time Including 10 Minutes Per Transfer |

|              |                                   | Between Zone       |                                   |                   |                    |         |                              |             |                  |
|--------------|-----------------------------------|--------------------|-----------------------------------|-------------------|--------------------|---------|------------------------------|-------------|------------------|
|              |                                   | Deer Valley Resort | Park City Mtn Village Transit Hub | Prospector Square | Bonanza Iron Horse | PC MARC | Silver Star - Thaynes Canyon | Silver Lake | Quinns Intercept |
| Between Zone | Old Town Transit Center (OTTC)    | 6                  | 7                                 | 8                 | 3                  | 13      | 17                           | 9           | 15               |
|              |                                   | 6                  | 7                                 | 8                 | 3                  | T       | T                            | 9           | T                |
|              |                                   |                    |                                   |                   |                    | 23      | 27                           | 9           | 25               |
|              | Deer Valley Resort                |                    | 13                                | 14                | 9                  | 19      | 23                           | 15          | 19               |
|              |                                   |                    | 13                                | 14                | 9                  | 19      | T                            | 15          | 19               |
|              |                                   |                    |                                   |                   |                    |         | 33                           | 15          | 19               |
|              | Park City Mtn Village Transit Hub |                    |                                   | 9                 | 4                  | 14      | 10                           | 16          | 14               |
|              |                                   |                    |                                   | 9                 | 4                  | 14      | 10                           | T           | 14               |
|              |                                   |                    |                                   |                   |                    |         |                              | 26          | 14               |
|              |                                   |                    |                                   |                   |                    |         |                              |             |                  |
|              | Prospector Square                 |                    |                                   |                   | 5                  | 10      | 15                           | 17          | 10               |
|              |                                   |                    |                                   |                   | 5                  | 10      | 15                           | T           | T                |
|              |                                   |                    |                                   |                   |                    |         |                              | 27          | 20               |
|              | Bonanza Iron Horse                |                    |                                   |                   |                    | 10      | 15                           | 12          | 10               |
|              |                                   |                    |                                   |                   |                    |         |                              | T           |                  |
|              |                                   |                    |                                   |                   |                    | 10      | 15                           | 22          | 10               |
|              | PC MARC                           |                    |                                   |                   |                    |         | 5                            | 22          | 15               |
|              |                                   |                    |                                   |                   |                    |         |                              | 2T          | T                |
|              |                                   |                    |                                   |                   |                    |         | 5                            | 42          | 25               |
|              | Silver Star - Thaynes Canyon      |                    |                                   |                   |                    |         |                              | 22          | 24               |
|              |                                   |                    |                                   |                   |                    |         |                              | 2T          | T                |
|              |                                   |                    |                                   |                   |                    |         |                              | 42          | 34               |
|              | Silver Lake                       |                    |                                   |                   |                    |         |                              |             | 22               |
|              |                                   |                    |                                   |                   |                    |         |                              |             | T                |
|              |                                   |                    |                                   |                   |                    |         |                              |             | 32               |

Source: LSC Transportation Consultants, Inc.





**TABLE B: Travel Time and Transfer Analysis in Peak Winter with Gondolas**

|   |                                  |                       |                                        |
|---|----------------------------------|-----------------------|----------------------------------------|
| 6 | In-Vehicle Travel Time (Minutes) | Gondola Only<br>Trips | Trips Including Gondola & Bus<br>Links |
| T | Transfer Required                |                       |                                        |
| 1 | Total Travel Time Incl. 10       |                       |                                        |
| 6 | Min/Transfer                     |                       |                                        |

|              |                                            | Between Zone          |                                         |                      |                       |         |                                    |             |                     |
|--------------|--------------------------------------------|-----------------------|-----------------------------------------|----------------------|-----------------------|---------|------------------------------------|-------------|---------------------|
|              |                                            | Deer Valley<br>Resort | Park City Mtn<br>Village Transit<br>Hub | Prospector<br>Square | Bonanza Iron<br>Horse | PC MARC | Silver Star -<br>Thaynes<br>Canyon | Silver Lake | Quinns<br>Intercept |
| Between Zone | Old Town<br>Transit<br>Center<br>(OTTC)    | 6                     | 8                                       | 12<br>T              | 7                     | 17<br>T | 18<br>T                            | 9           | 17<br>T             |
|              | Deer Valley<br>Resort                      | 6                     | 8                                       | 22                   | 7                     | 27      | 28                                 | 9           | 27                  |
|              | Park City Mtn<br>Village<br>Transit<br>Hub |                       | 15<br>T                                 | 18<br>T              | 13                    | 23<br>T | 26<br>T                            | 15          | 23<br>T             |
|              | Prospector<br>Square                       |                       | 25                                      | 28                   | 13                    | 33      | 36                                 | 15          | 33                  |
|              | Bonanza<br>Iron Horse                      |                       |                                         | 9<br>2T              | 4<br>T                | 14      | 10                                 | 16<br>T     | 14                  |
|              | PC MARC                                    |                       |                                         | 29                   | 14                    | 14      | 10                                 | 26          | 14                  |
|              | Silver Star -<br>Thaynes<br>Canyon         |                       |                                         |                      | 5                     | 10      | 15                                 | 21<br>2T    | 10<br>T             |
|              | Silver Lake                                |                       |                                         |                      | 5                     | 10      | 15                                 | 41          | 20                  |
|              |                                            |                       |                                         |                      |                       | 10      | 15                                 | 13<br>T     | 10                  |
|              |                                            |                       |                                         |                      |                       | 10      | 15                                 | 23          | 10                  |
|              |                                            |                       |                                         |                      |                       |         | 5                                  | 25<br>2T    | 15<br>T             |
|              |                                            |                       |                                         |                      |                       |         | 5                                  | 45          | 25                  |
|              |                                            |                       |                                         |                      |                       |         |                                    | 25<br>2T    | 24<br>T             |
|              |                                            |                       |                                         |                      |                       |         |                                    | 45          | 34                  |
|              |                                            |                       |                                         |                      |                       |         |                                    |             | 26<br>2T            |
|              |                                            |                       |                                         |                      |                       |         |                                    |             | 46                  |

Source: LSC Transportation Consultants, Inc.



**TABLE C: Impact of Gondola on Travel Time and Transfers (Peak Winter)**

|    |                                                     |
|----|-----------------------------------------------------|
| 6  | In-Vehicle Travel Time (Minutes)                    |
| T  | Transfer Required                                   |
| 16 | Total Travel Time Including 10 Minutes Per Transfer |

|              |                                   | Between Zone       |                                   |                   |                    |              |                              |              |                  |
|--------------|-----------------------------------|--------------------|-----------------------------------|-------------------|--------------------|--------------|------------------------------|--------------|------------------|
|              |                                   | Deer Valley Resort | Park City Mtn Village Transit Hub | Prospector Square | Bonanza Iron Horse | PC MARC      | Silver Star - Thaynes Canyon | Silver Lake  | Quinns Intercept |
| Between Zone | Old Town Transit Center (OTTC)    | 0                  | 1                                 | 4<br>T            | 4                  | 4            | 1                            | 0            | 2                |
|              |                                   | 0                  | 0                                 | 14                | 4                  | 4            | 1                            | 0            | 2                |
|              | Deer Valley Resort                |                    | 2<br>T<br>12                      | 4<br>T<br>14      | 4<br>4             | 4<br>T<br>14 | 3<br>3                       | 0<br>0       | 4<br>T<br>14     |
|              | Park City Mtn Village Transit Hub |                    |                                   | 0<br>2T<br>20     | 0<br>T<br>10       | 0<br>0       | 0<br>0                       | 0<br>0       | 0<br>0           |
|              | Prospector Square                 |                    |                                   |                   | 0<br>0             | 0<br>0       | 0<br>0                       | 4<br>T<br>14 | 0<br>0           |
|              | Bonanza Iron Horse                |                    |                                   |                   |                    | 0<br>0       | 0<br>0                       | 1<br>1       | 0<br>0           |
|              | PC MARC                           |                    |                                   |                   |                    |              | 0<br>0                       | 3<br>3       | 0<br>0           |
|              | Silver Star - Thaynes Canyon      |                    |                                   |                   |                    |              |                              | 3<br>3       | 0<br>0           |
|              | Silver Lake                       |                    |                                   |                   |                    |              |                              |              | 4<br>T<br>14     |

Source: LSC Transportation Consultants, Inc.



**TABLE D: Analysis of Annual Vehicle-Hours of Service and Peak Vehicles: Service Alternative 2 with Gondola System**

|                                             |                        | RED                                       | BLUE                                               | YELLOW EXPRESS                          | PURPLE       | WHITE                         | TROLLEY             | CITYWIDE            |                   | PARK MEADOWS MICROTRANSIT                           | DEER VALLEY MICROTRANSIT                                            |                    | TOTAL | ANNUAL DAYS | TOTAL ANNUAL |
|---------------------------------------------|------------------------|-------------------------------------------|----------------------------------------------------|-----------------------------------------|--------------|-------------------------------|---------------------|---------------------|-------------------|-----------------------------------------------------|---------------------------------------------------------------------|--------------------|-------|-------------|--------------|
|                                             |                        | Bonanza-Prosp-PCMR-Park Ave-OTTC-DV Snprk | Bonanza-Prosp-PCMAR-ARC-Thaynes-PCMR-Park Ave-OTTC | Quinn's P&R-Bonanza-DV Rd-OTTC-DV Snprk | OTTC-Montage | Kimball Jct - Main St Express | Main Street Trolley | Late Night Citywide | Total Fixed Route | Quinn's-Park Meadows with Transfer Point at A Fresh | DV Snprk-Royal St-Slvr Lk with Transfer Points at DV Snprk and OTTC | Total Microtransit |       |             |              |
| <b>WINTER SERVICE</b>                       |                        |                                           |                                                    |                                         |              |                               |                     |                     |                   |                                                     |                                                                     |                    |       |             |              |
| Daily                                       | Hrs of Daytime Service | 8                                         | 8                                                  | 8                                       | 12           | 12.5                          | 9                   | 0                   |                   | 7                                                   | 7                                                                   |                    |       |             |              |
|                                             | Peak                   | 4                                         | 4                                                  | 4                                       |              |                               |                     |                     |                   | 4                                                   | 4                                                                   |                    |       |             |              |
| Daily                                       | Hrs of Evening Service | 5                                         | 5                                                  | 5                                       | 5            | 5.2                           | 3.5                 | 2.3                 |                   | 4                                                   | 4                                                                   |                    |       |             |              |
|                                             | Peak                   |                                           |                                                    |                                         |              |                               |                     |                     |                   |                                                     |                                                                     |                    |       |             |              |
| Service Frequency (Minutes)                 | Daytime Off-peak       | 15                                        | 30                                                 | 15                                      | 30           | 15                            | 15                  | NA                  |                   | 15 min. or less average response time               | 15 min. or less average response time                               |                    |       |             |              |
|                                             | Daytime Peak           | 15                                        | 15                                                 | 10                                      | 30           | 15                            | 15                  | NA                  |                   |                                                     |                                                                     |                    |       |             |              |
| # Peak Vehicles in Operation                | Evening                | 15                                        | 30                                                 | 30                                      | 30           | 30                            | 15                  | 30                  |                   |                                                     |                                                                     |                    |       |             |              |
|                                             | Peak                   | 4                                         | 2                                                  | 1.5                                     | 1            | 3                             | 1                   | 0                   | 12                | 2                                                   | 1                                                                   | 3                  | 15    |             |              |
|                                             | Daytime Off-peak       | 4                                         | 4                                                  | 2.5                                     | 1            | 3                             | 1                   | 0                   | 16                | 3                                                   | 2                                                                   | 5                  | 21    |             |              |
|                                             | Daytime Peak           | 4                                         | 2                                                  | 1                                       | 1            | 2                             | 1                   | 2                   | 8                 | 2                                                   | 2                                                                   | 4                  | 12    |             |              |
| Cycle Length (Min, with Recovery Time)      |                        | 60                                        | 60                                                 | 22                                      | 30           | 45                            | 15                  | 60                  |                   | --                                                  | --                                                                  |                    |       |             |              |
| Daily Vehicle-Hours of Service <sup>1</sup> |                        | 65.5                                      | 42                                                 | 23.9                                    | 17           | 43.9                          | 11.5                | 4.33                | 208.1             | 34                                                  | 23                                                                  | 57                 | 265.1 | 160         | 42,400       |
| <b>SUMMER SERVICE</b>                       |                        |                                           |                                                    |                                         |              |                               |                     |                     |                   |                                                     |                                                                     |                    |       |             |              |
|                                             |                        | (Wed-Sun only)                            |                                                    |                                         |              |                               |                     |                     |                   |                                                     |                                                                     |                    |       |             |              |
| Daily                                       | Hrs of Daytime Service | 8                                         | 8                                                  | 8                                       | 12           | 12.5                          | 6                   |                     |                   | 7                                                   | 7                                                                   |                    |       |             |              |
|                                             | Peak                   | 4                                         | 4                                                  | 4                                       |              |                               |                     |                     |                   | 4                                                   | 4                                                                   |                    |       |             |              |
| Daily                                       | Hrs of Evening Service | 5                                         | 5                                                  | 0                                       | 0            | 5.2                           | 4                   |                     |                   | 4                                                   | 4                                                                   |                    |       |             |              |
|                                             | Peak                   |                                           |                                                    |                                         |              |                               |                     |                     |                   |                                                     |                                                                     |                    |       |             |              |
| Service Frequency (Minutes)                 | Daytime Off-peak       | 20                                        | 30                                                 | 30                                      | 30           | 15                            | 15                  |                     |                   | 15 min. or less average response time               | 15 min. or less average response time                               |                    |       |             |              |
|                                             | Daytime Peak           | 15                                        | 30                                                 | 15                                      | 30           | 15                            | 15                  |                     |                   |                                                     |                                                                     |                    |       |             |              |
| # Peak Vehicles in Operation                | Evening                | 30                                        | 60                                                 | 0                                       | 30           | 30                            | 15                  |                     |                   |                                                     |                                                                     |                    |       |             |              |
|                                             | Peak                   | 3                                         | 2                                                  | 1                                       | 1            | 3                             | 1                   |                     | 11                | 1                                                   | 1                                                                   | 3                  | 12    |             |              |
|                                             | Daytime Off-peak       | 4                                         | 2                                                  | 1.5                                     | 1            | 3                             | 1                   |                     | 12                | 2                                                   | 1                                                                   |                    | 15    |             |              |
|                                             | Daytime Peak           | 2                                         | 1                                                  | 0                                       | 1            | 2                             | 1                   |                     | 4                 | 1                                                   | 1                                                                   |                    | 5     |             |              |
| Cycle Length (Min, with Recovery Time)      |                        | 60                                        | 60                                                 | 22                                      | 30           | 45                            | 15                  |                     | --                | --                                                  | --                                                                  |                    |       |             |              |
| Daily Vehicle-Hours of Service <sup>1</sup> |                        | 47.5                                      | 29                                                 | 11.4                                    | 12           | 43.9                          | 10                  |                     | 153.8             | 19                                                  | 15                                                                  | 34                 | 187.8 | 96.0        | 17,800       |
| <b>SHOULDER SEASON SERVICE</b>              |                        |                                           |                                                    |                                         |              |                               |                     |                     |                   |                                                     |                                                                     |                    |       |             |              |
|                                             |                        | (Wed-Sun only)                            |                                                    |                                         |              |                               |                     |                     |                   |                                                     |                                                                     |                    |       |             |              |
| Daily                                       | Hrs of Daytime Service | 12                                        | 12                                                 | 12                                      | 12           | 12.5                          | 6                   |                     |                   | 11                                                  | 11                                                                  |                    |       |             |              |
|                                             | Peak                   | 5                                         | 5                                                  | 5                                       | 5            | 5.2                           | 4                   |                     |                   | 0                                                   | 0                                                                   |                    |       |             |              |
| Daily                                       | Hrs of Evening Service | 5                                         | 5                                                  | 0                                       | 0            | 5.2                           | 4                   |                     |                   | 0                                                   | 0                                                                   |                    |       |             |              |
|                                             | Peak                   |                                           |                                                    |                                         |              |                               |                     |                     |                   |                                                     |                                                                     |                    |       |             |              |
| Service Frequency (Minutes)                 | Daytime                | 30                                        | 60                                                 | 15                                      | 30           | 15                            | 15                  |                     |                   | 15 min. or less average response time               | 15 min. or less average response time                               |                    |       |             |              |
|                                             | Evening                | 30                                        | 60                                                 | --                                      | 30           | 30                            | 15                  |                     |                   |                                                     |                                                                     |                    |       |             |              |
| # Peak Vehicles in Operation                | Daytime                | 2                                         | 1                                                  | 3                                       | 1            | 3                             | 1                   |                     | 11                | 2                                                   | 1                                                                   | 3                  | 14    |             |              |
|                                             | Evening                | 2                                         | 1                                                  | --                                      | 1            | 2                             | 1                   |                     | 7                 | 0                                                   | 0                                                                   | 0                  | 7     |             |              |
| Cycle Length (Min, with Recovery Time)      |                        | 60                                        | 60                                                 | 45                                      | 30           | 60                            | 15                  |                     | --                | --                                                  | --                                                                  |                    |       |             |              |
| Daily Vehicle-Hours of Service <sup>1</sup> |                        | 32.5                                      | 17                                                 | 36                                      | 17           | 59                            | 10                  |                     | 171.5             | 22                                                  | 11                                                                  | 33                 | 205   | 109.0       | 22,000       |
| <b>TOTAL ANNUAL</b>                         |                        |                                           |                                                    |                                         |              |                               |                     |                     |                   |                                                     |                                                                     |                    |       |             |              |
| # Peak Vehicles in Operation                |                        |                                           |                                                    |                                         |              |                               |                     |                     | 16                | 5                                                   |                                                                     | 21                 |       |             |              |
| Vehicle-Hours of Service                    |                        |                                           |                                                    |                                         |              |                               |                     |                     |                   |                                                     |                                                                     | 82,200             |       |             |              |

<sup>1</sup> Revenue hours based on run sheets and printed schedules. Excludes lunch relief shifts.



**TABLE E: Analysis of Annual Vehicle-Hours of Service and Peak Vehicles: Service Alternative 2 Without Gondola System**

|                                             |                        | RED                                       | BLUE                                                    | YELLOW EXPRESS                         | PURPLE       | GREEN EXPRESS                 | WHITE                         | TROLLEY             | CITYWIDE            |                   | PARK MEADOWS MICROTRANSIT                          | DEER VALLEY MICROTRANSIT                                            |                    | TOTAL  | ANNUAL DAYS | TOTAL ANNUAL |
|---------------------------------------------|------------------------|-------------------------------------------|---------------------------------------------------------|----------------------------------------|--------------|-------------------------------|-------------------------------|---------------------|---------------------|-------------------|----------------------------------------------------|---------------------------------------------------------------------|--------------------|--------|-------------|--------------|
|                                             |                        | Bonanza-Prosp-PCMR-Park Ave-OTTC-DV Snprk | Bonanza-Prosp-PCMAR-Thaynes-PCMR-Park Ave-OTTC-DV Snprk | Quimms P&R-Bonanza-DV Rd-OTTC-DV Snprk | OTCC-Montage | Quimms P&R -PCHS-A Fresh-PCMR | Kimball Jct - Main St Express | Main Street Trolley | Late Night Citywide | Total Fixed Route | Quimms-Park Meadows with Transfer Point at A Fresh | DV Snprk-Royal St-Shvr Lk with Transfer Points at DV Snprk and OTTC | Total Microtransit |        |             |              |
| <b>WINTER SERVICE</b>                       |                        |                                           |                                                         |                                        |              |                               |                               |                     |                     |                   |                                                    |                                                                     |                    |        |             |              |
| Daily                                       | Hrs of Daytime Service | 8                                         | 8                                                       | 8                                      | 12           | 8                             | 12.5                          | 9                   | 0                   |                   | 7                                                  | 7                                                                   |                    |        |             |              |
|                                             | Peak                   | 4                                         | 4                                                       | 4                                      |              | 4                             |                               |                     |                     |                   | 4                                                  | 4                                                                   |                    |        |             |              |
| Daily                                       | Hrs of Evening Service | 5                                         | 5                                                       | 5                                      | 5            | 0                             | 5.2                           | 3.5                 | 2.3                 |                   | 4                                                  | 4                                                                   |                    |        |             |              |
|                                             | Peak                   | 5                                         | 5                                                       | 5                                      | 5            | 0                             |                               |                     |                     |                   |                                                    |                                                                     |                    |        |             |              |
| Service Frequency (Minutes)                 | Daytime off-peak       | 15                                        | 30                                                      | 15                                     | 30           | 30                            | 15                            | 15                  | NA                  |                   | 15 min. or less average response time              | 15 min. or less average response time                               |                    |        |             |              |
|                                             | Daytime Peak           | 10                                        | 15                                                      | 15                                     | 30           | 15                            | 15                            | 15                  | NA                  |                   |                                                    |                                                                     |                    |        |             |              |
|                                             | Evening                | 15                                        | 30                                                      | 30                                     | 30           | 0                             | 30                            | 15                  | 30                  |                   |                                                    |                                                                     |                    |        |             |              |
| # Peak Vehicles in Operation                | Daytime off-peak       | 4                                         | 2                                                       | 3                                      | 1            | 1                             | 4                             | 1                   | 0                   | 16                | 2                                                  | 1                                                                   | 3                  | 19     |             |              |
|                                             | Daytime Peak           | 6                                         | 4                                                       | 3                                      | 1            | 2                             | 4                             | 1                   | 0                   | 21                | 3                                                  | 2                                                                   | 5                  | 26     |             |              |
|                                             | Evening                | 4                                         | 2                                                       | 1.5                                    | 1            | 0                             | 2                             | 1                   | 2                   | 9                 | 2                                                  | 2                                                                   | 4                  | 13     |             |              |
| Cycle Length (Min, with Recovery Time)      |                        | 60                                        | 60                                                      | 45                                     | 30           | 30                            | 60                            | 15                  | 60                  |                   | --                                                 | --                                                                  |                    |        |             |              |
| Daily Vehicle-Hours of Service <sup>2</sup> |                        | 73.5                                      | 42                                                      | 43.2                                   | 17           | 15.7                          | 59                            | 11.5                | 4.33                | 266.2             | 34                                                 | 23                                                                  | 57                 | 323.2  | 160         | 51,700       |
| <b>SUMMER SERVICE</b>                       |                        |                                           |                                                         |                                        |              |                               |                               |                     |                     |                   |                                                    |                                                                     |                    |        |             |              |
| (Wed-Sun only)                              |                        |                                           |                                                         |                                        |              |                               |                               |                     |                     |                   |                                                    |                                                                     |                    |        |             |              |
| Daily                                       | Hrs of Daytime Service | 8                                         | 8                                                       | 8                                      | 12           | 8                             | 12.5                          | 6                   |                     |                   | 7                                                  | 7                                                                   |                    |        |             |              |
|                                             | Peak                   | 4                                         | 4                                                       | 4                                      |              | 4                             |                               |                     |                     |                   | 4                                                  | 4                                                                   |                    |        |             |              |
| Daily                                       | Hrs of Evening Service | 5                                         | 5                                                       | 0                                      | 0            | 0                             | 5.2                           | 4                   |                     |                   | 4                                                  | 4                                                                   |                    |        |             |              |
|                                             | Peak                   | 5                                         | 5                                                       | 0                                      | 0            | 0                             |                               |                     |                     |                   |                                                    |                                                                     |                    |        |             |              |
| Service Frequency (Minutes)                 | Daytime off-peak       | 20                                        | 30                                                      | 30                                     | 30           | 30                            | 15                            | 15                  |                     |                   | 15 min. or less average response time              | 15 min. or less average response time                               |                    |        |             |              |
|                                             | Daytime Peak           | 15                                        | 30                                                      | 15                                     | 30           | 15                            | 15                            | 15                  |                     |                   |                                                    |                                                                     |                    |        |             |              |
|                                             | Evening                | 30                                        | 60                                                      | 0                                      | 30           | 0                             | 30                            | 15                  |                     |                   |                                                    |                                                                     |                    |        |             |              |
| # Peak Vehicles in Operation                | Daytime off-peak       | 3                                         | 2                                                       | 1.5                                    | 1            | 1                             | 4                             | 1                   |                     | 14                | 1                                                  | 1                                                                   | 3                  | 15     |             |              |
|                                             | Daytime Peak           | 4                                         | 2                                                       | 3                                      | 1            | 2                             | 4                             | 1                   |                     | 17                | 2                                                  | 1                                                                   |                    | 20     |             |              |
|                                             | Evening                | 2                                         | 1                                                       | 0                                      | 1            | 0                             | 2                             | 1                   |                     | 4                 | 1                                                  | 1                                                                   |                    | 5      |             |              |
| Cycle Length (Min, with Recovery Time)      |                        | 60                                        | 60                                                      | 45                                     | 30           | 30                            | 60                            | 15                  |                     |                   | --                                                 | --                                                                  |                    |        |             |              |
| Daily Vehicle-Hours of Service <sup>2</sup> |                        | 47.5                                      | 29                                                      | 23.7                                   | 12           | 15.7                          | 59                            | 10                  |                     | 196.8             | 19                                                 | 15                                                                  | 34                 | 230.8  | 96          | 21,900       |
| <b>SHOULDER SEASON SERVICE</b>              |                        |                                           |                                                         |                                        |              |                               |                               |                     |                     |                   |                                                    |                                                                     |                    |        |             |              |
| (Wed-Sun only)                              |                        |                                           |                                                         |                                        |              |                               |                               |                     |                     |                   |                                                    |                                                                     |                    |        |             |              |
| Daily                                       | Hrs of Daytime Service | 12                                        | 12                                                      | 12                                     | 12           |                               | 12.5                          | 6                   |                     |                   | 11                                                 | 11                                                                  |                    |        |             |              |
|                                             | Peak                   | 5                                         | 5                                                       | 5                                      | 5            |                               | 5.2                           | 4                   |                     |                   | 0                                                  | 0                                                                   |                    |        |             |              |
| Daily                                       | Hrs of Evening Service |                                           |                                                         |                                        |              |                               |                               |                     |                     |                   |                                                    |                                                                     |                    |        |             |              |
|                                             | Peak                   |                                           |                                                         |                                        |              |                               |                               |                     |                     |                   |                                                    |                                                                     |                    |        |             |              |
| Service Frequency (Minutes)                 | Daytime                | 30                                        | 60                                                      | 15                                     | 30           |                               | 15                            | 15                  |                     |                   | 15 min. or less average response time              | 15 min. or less average response time                               |                    |        |             |              |
|                                             | Evening                | 30                                        | 60                                                      | --                                     | 30           |                               | 30                            | 15                  |                     |                   |                                                    |                                                                     |                    |        |             |              |
|                                             | Peak                   |                                           |                                                         |                                        |              |                               |                               |                     |                     |                   |                                                    |                                                                     |                    |        |             |              |
| # Peak Vehicles in Operation                | Daytime                | 2                                         | 1                                                       | 3                                      | 1            |                               | 4                             | 1                   |                     | 12                | 2                                                  | 1                                                                   | 3                  | 15     |             |              |
|                                             | Evening                | 2                                         | 1                                                       | --                                     | 1            |                               | 2                             | 1                   |                     | 7                 | 0                                                  | 0                                                                   | 0                  | 7      |             |              |
|                                             | Peak                   |                                           |                                                         |                                        |              |                               |                               |                     |                     |                   |                                                    |                                                                     |                    |        |             |              |
| Cycle Length (Min, with Recovery Time)      |                        | 60                                        | 60                                                      | 45                                     | 30           |                               | 60                            | 15                  |                     |                   | --                                                 | --                                                                  |                    |        |             |              |
| Daily Vehicle-Hours of Service <sup>2</sup> |                        | 32.5                                      | 17                                                      | 36                                     | 17           |                               | 59                            | 10                  |                     | 171.5             | 22                                                 | 11                                                                  | 33                 | 205    | 109         | 22,000       |
| <b>TOTAL ANNUAL</b>                         |                        |                                           |                                                         |                                        |              |                               |                               |                     |                     |                   |                                                    |                                                                     |                    |        |             |              |
| # Peak Vehicles in Operation                |                        |                                           |                                                         |                                        |              |                               |                               |                     |                     | 21                | 5                                                  |                                                                     | 26                 |        |             |              |
| Vehicle-Hours of Service                    |                        |                                           |                                                         |                                        |              |                               |                               |                     |                     |                   |                                                    |                                                                     |                    | 95,600 |             |              |

<sup>2</sup> Revenue hours based on run sheets and printed schedules. Excludes lunch relief shifts.







**TABLE G: Winter Peak Period Capacity Per Hour Per Direction Between Key Activity Centers**

| VEHICLES PER HOUR       |              |          |                 |            | PEAK PERIOD HOURLY 1-WAY CAPACITY |            |           |
|-------------------------|--------------|----------|-----------------|------------|-----------------------------------|------------|-----------|
| Between                 | And          | Existing | Alt 2           | Alt 2 With | Alt 2                             | Alt 2 With | Impact of |
|                         |              |          | Without Gondola | Gondola    | Without Gondola                   | Gondola    | Gondola   |
| Old Town Transit Center | Montage      | 2        | 2               | 2          | 96                                | 96         | 0         |
| Old Town Transit Center | Silver Lake  | 2        | 2               | 2          | 96                                | 96         | 0         |
| Old Town Transit Center | Deer Valley  | 10       | 10              | Gondola    | 480                               | 1500       | 1020      |
| Old Town Transit Center | PCMR         | 8        | 10              | Gondola    | 480                               | 1500       | 1020      |
| Old Town Transit Center | Bonanza      | 8        | 14              | 14         | 672                               | 672        | 0         |
| Old Town Transit Center | Quinns       | DR       | 8               | 6          | 384                               | 288        | -96       |
| PCMR                    | Deer Valley  | 8        | 10              | Gondola    | 480                               | 1500       | 1020      |
| PCMR                    | Prospector   | 6        | 14              | 12         | 672                               | 576        | -96       |
| PCMR                    | Thaynes      | 2        | 4               | 4          | 192                               | 192        | 0         |
| Bonanza                 | Deer Valley  | 8        | 10              | Gondola    | 480                               | 1500       | 1020      |
| Bonanza                 | Park Meadows | 2        | 4               | 4          | 192                               | 192        | 0         |
| Bonanza                 | Quinns       | DR       | 8               | 6          | 384                               | 288        | -96       |
| Quinns                  | PCMR         | DR       | 8               | 6          | 384                               | 288        | -96       |
| Quinns                  | Deer Valley  | DR       | 4               | 4          | 192                               | 192        | 0         |
| Park Meadows            | PCMR         | 2        | 4               | 4          | 192                               | 192        | 0         |
| Park Meadows            | Deer Valley  | 2        | 4               | 4          | 192                               | 192        | 0         |
| Thaynes                 | Deer Valley  | 2        | 4               | 4          | 192                               | 192        | 0         |

## City Council Staff Report

**Subject: Preliminary Aerial Study – Phase 1 Feasibility Update**  
**Author: Franklin Williams, Transit, Julia Collins Transportation Planning**  
**Department: Transportation**  
**Date: Oct 29, 2020**  
**Type of Item: Work Session**

### Summary Recommendation

Review the initial feasibility study conducted to help evaluate the potential for future aerial connections to major destinations throughout Park City, and consider options for any additional analysis.

Park City residents and businesses identified “Transportation Innovation” as one of four priority pillars in Vision 2020. The Phase I Aerial Feasibility study concluded that, while there are very significant and expensive implementation barriers, an aerial solution could provide a public transportation alternative for moving between major destinations without the use of a motor vehicle.

Despite the possibility of future aerial connections, considerable barriers were identified in the brief feasibility analysis, including major capital and operational costs, fluctuating and inadequate year-round ridership demand, challenging access points, difficult state and local regulations, and significant private land acquisition and use/easements.

In short, while an aerial system is technically possible, the costs are substantial, and the workload to consider this type of undertaking requires additional staff resources. Nonetheless, this is a bold solution that would likely gain traction and utility over time as the planned growth in and around Park City is projected to be considerable. Eventually, aerial-connections could be used to mitigate traffic and congestion further, provided they seamlessly integrated with a comprehensive public transportation system to prevent vehicles from ever entering Park City.

### Background

In January 2020, Snow Engineering Group conducted a preliminary feasibility study to connect four major Park City destinations using aerial transportation. The impetus was to provide a bold alternative transit solution that might combat the anticipated growth and development pressure facing Park City.

In other communities, Urban Aerial Gondola’s (UAG) have provided viable transportation for goods and people when: a) additional roads and/or capacity are constrained due to geography; b) high ability to move people between fixed locations is desired; c) a steady flow into origin/destinations is present; and d) community goals include noise, quality of life, and traffic mitigation.

UAG’s were successfully deployed in several other resort communities: Telluride, CO, the gondola is faster than driving; Breckenridge, CO, the system connects gondola users directly between the resort, Main Street, and park and ride lots; and a host of European resorts utilize UAG due to geography and environmental regulations. There are also examples of UAG’s in other large urban areas, such as Portland, OR, and

Medellin, Colombia. Urban areas, unlike the resort communities, tend to achieve better year-round ridership yet do not experience the peak periods of traffic and congestion that resort communities experience during holidays and special events.

## Analysis

The Phase 1 Feasibility study assessed whether there were insurmountable barriers in Park City, and used the following questions to guide the study (Exhibit A):

- Could an aerial system be an effective transit solution for Park City?
- Are there potential feasible alignments sufficient to accommodate the system?
- When considering construction, operations, maintenance and potential offsetting costs, what are the economic realities of these concepts?
- Does an aerial transit system help achieve Park City's sustainability goals?

A primary goal was to determine and evaluate potential gondola terminals/stations and alignments to minimize the number of stations (added costs per station and related infrastructure and travel times). Four destinations were chosen because they represent major commercial and activity centers: Old Town Transportation Center, Deer Valley's Snow Park Base Area, Park City Mountain Base Area, and the future Arts and Culture District (A&CD). Three gondola segments were evaluated. (See Figures 1 – 4 on pages 4 – 11 in Exhibit A).

The tables below illustrate the estimated costs for a hypothetical aerial system. (A more detailed financial evaluation is found on pages 16 -19 of Exhibit A).

**Table 1. Capital Expenses**

| Segment                     | Equipment    | Site work & Buildings | Design and Permitting | Contingency | Totals       |
|-----------------------------|--------------|-----------------------|-----------------------|-------------|--------------|
| A: A&CD to Old Town         | \$14,100,000 | \$7,050,000           | \$1,057,500           | \$2,115,000 | \$24,322,500 |
| B: connection to PCM Base   | \$7,000,000  | \$3,850,000           | \$577,500             | \$1,155,000 | \$13,282,500 |
| C: Old Town to DV Snow Park | \$15,000,000 | \$7,700,000           | \$1,155,000           | \$2,310,000 | \$26,565,000 |
| Total                       | \$37,000,000 | \$18,600,000          | \$2,790,000           | \$5,580,000 | \$64,170,000 |

**Table 2. Annual Operating and Maintenance**

| Segment                     | Cost per Hour | Operating Hours | Operating Costs |
|-----------------------------|---------------|-----------------|-----------------|
| A: A&C to Old Town          | \$310         | 4925            | \$1,526,750     |
| B: connection to PCM Base   | \$190         | 4925            | \$935,750       |
| C: Old Town to DV Snow Park | \$230         | 4925            | \$1,132,750     |
| Total                       | \$730         | 4925            | \$3,595,250     |

Items not captured in the costs above include:

- Project details that would require state and local code review;

- Utility relocation work, especially high powerline distribution along Bonanza and DV drive;
- Easement costs for traveling over private land and other land use policy work; and
- Costs of hiring and developing in-house expertise to operate an aerial system.

### Next Steps

While this study was valuable as an initial, low-cost snapshot of some of the challenges and feasibility, key questions remain unanswered. Staff recommends the following next steps:

1. Complete Park City's Long-range Transportation Master Plan and Short-range Transit Plan approved at the October 1, 2020, City Council meeting.
2. Conduct a Nodal Connections Analysis to determine:
  - a. How to best connect the four major destinations in Park City using various alternative modes of travel that continue to explore innovative solutions;
  - b. Cost benefits of an aerial system versus other transit modes;
  - c. Ridership analysis of potential user demand for the system; and
  - d. How does an aerial system fit into the broader Park City "transportation ecosystem" and support community goals.
3. Consider acquiring or preserving property in major destinations that could be used for future public transit opportunities.
  - a. There are numerous precedents for this type of land-banking that creates flexibility for future municipal uses, such as public transit (gondola terminals, mobility hub, transit center, etc., etc.)
4. Identify early strategies for possible private, regional, state and federal funding partnerships.
5. Compare and contrast the costs to run public busses vis-à-vis the capital and operating costs of aerial. Compare and contrast the ability to meeting day to day and peak demands. Compare and contrast per rider costs, per hour costs, etc. with the existing public transit system, both existing and future costs.

Conclusion: Staff will return to council with updates as we progress on the Long-Range Transportation and Short-Range Transit Plans. Is council interested in staff researching and returning to discuss the additional items listed above?

### Attachments

**Exhibit A: Transit Gondola Feasibility Study**

**Exhibit B: Summary of Community Feedback**

## **Exhibit B: Summary of Community Feedback from Park City Forward – A Transportation Blueprint**

“Park City Forward – A Transportation Blueprint”, is Park City’s long range transportation master plan. This master plan update will be finalized in 2021 and will develop a blueprint and actionable transportation projects and strategies to address existing challenges and future growth. The plan will improve safety, protect the natural environment, expand transportation choices, and maintain a high quality of life for those that live, work, and play in Park City. As part of the public participation and plan development, two transportation strategy focused surveys were distributed, which allowed the general public to contribute and provide feedback. Please note that aerial connections were included in the transit sections for two surveys. In March 2019, Park City Forward opened with four strategy areas where participants were asked to review the strategies and prioritize what they would like to see in the future. Strategies were organized into the following categories:

- Transit
- Action Transportation
- Roadways, Freight, and Technology
- Parking, Transportation Demand Management (TDM) and Land Use

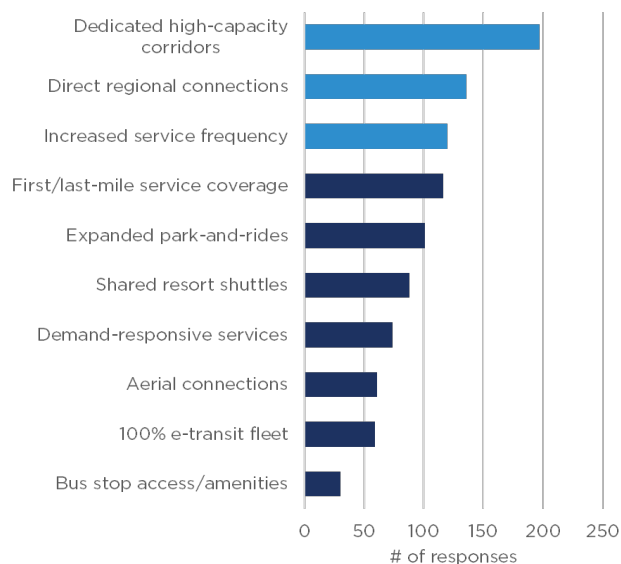
More than 330 people responded to the March survey which was available for four weeks. Aerial was included in the “Transit” category of strategies. In this survey, less than 60 people marked the aerial strategy as a priority. The transit strategies that received the most amount of support were dedicated high capacity corridors, direct regional connections and increased service frequency. See the graphs on the following page.

Park City staff returned to the public in October 2019, presenting a refined list of strategies for further public review and comment. This was done through a variety of mechanisms which included another online public survey. Nearly 450 participants provided feedback and their preferred priority for each of the strategies. Participants in this survey were given a numerical value of 1-10 to rate the importance of each strategy. The aerial strategy scored a 4.6. The subsequent graphs summarize how respondents prioritized the other related transportation strategies.

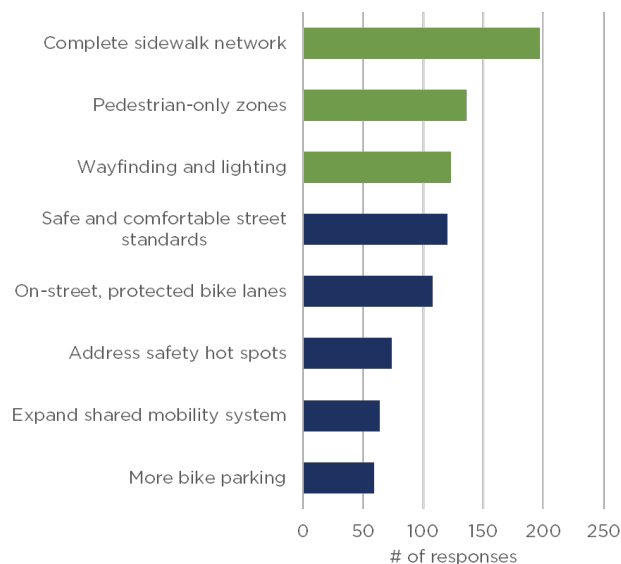


## Summary of March 2019 Strategy Prioritization Survey

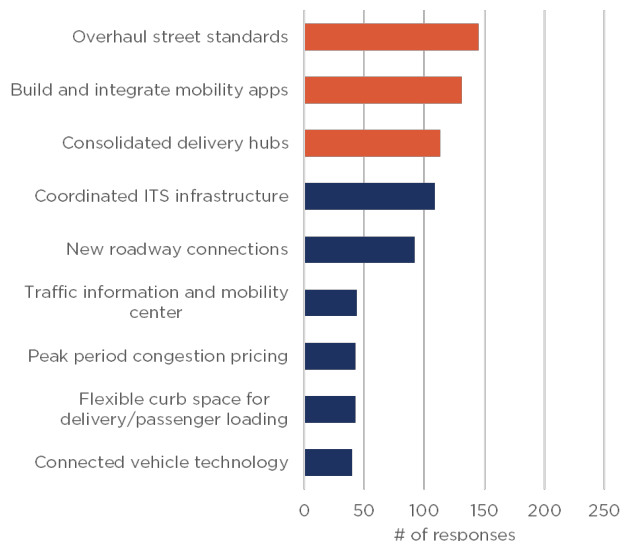
### TRANSIT



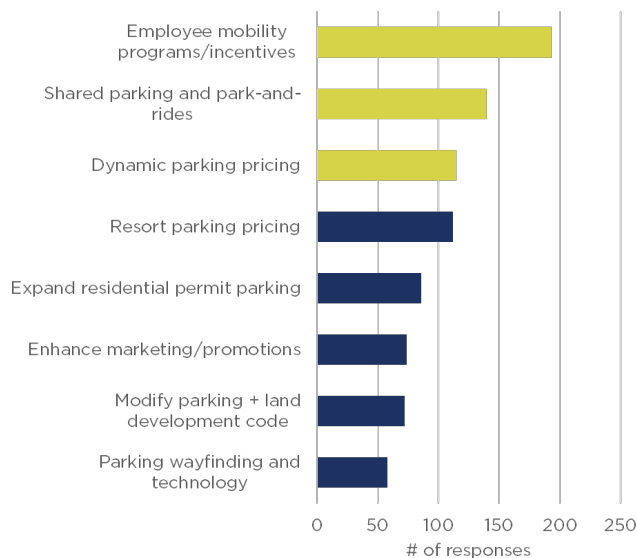
### ACTIVE TRANSPORTATION



### ROADWAYS, FREIGHT, AND TECHNOLOGY



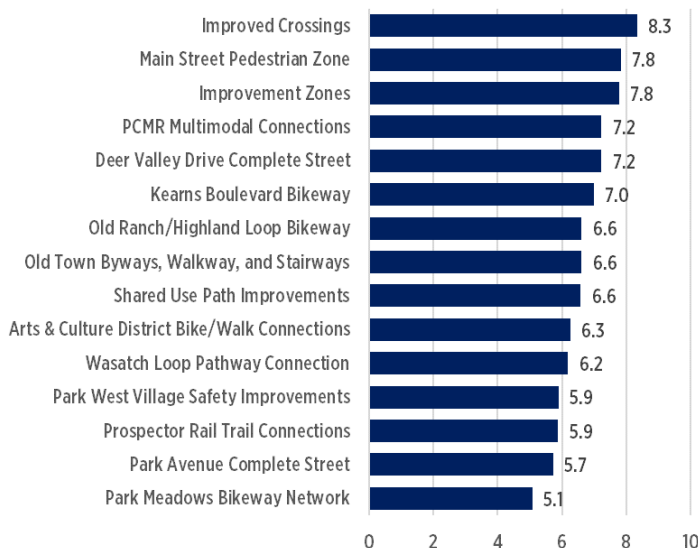
### PARKING, TDM, AND LAND USE



## Average Scores by Project (10 = highest priority)

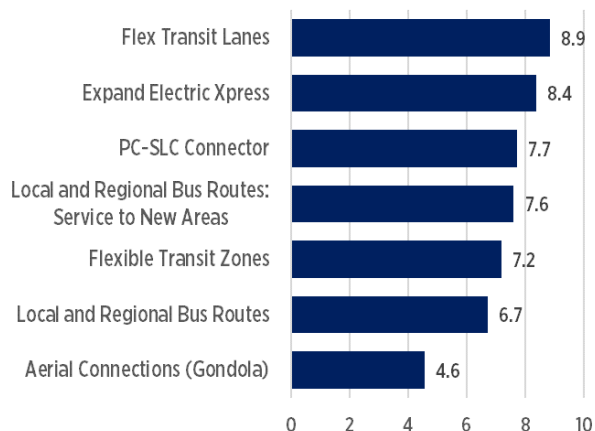
### Active Transportation

Active Transportation - Average Scores



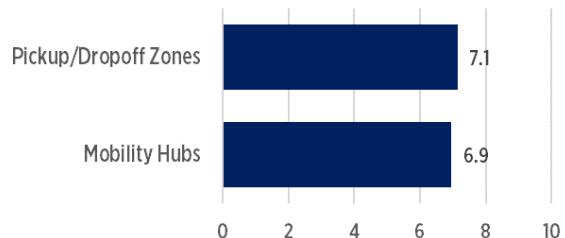
### Transit

Transit - Average Scores



### Shared Mobility

Shared Mobility - Average Scores



## What ideas did people offer for improving Park City's transportation network?

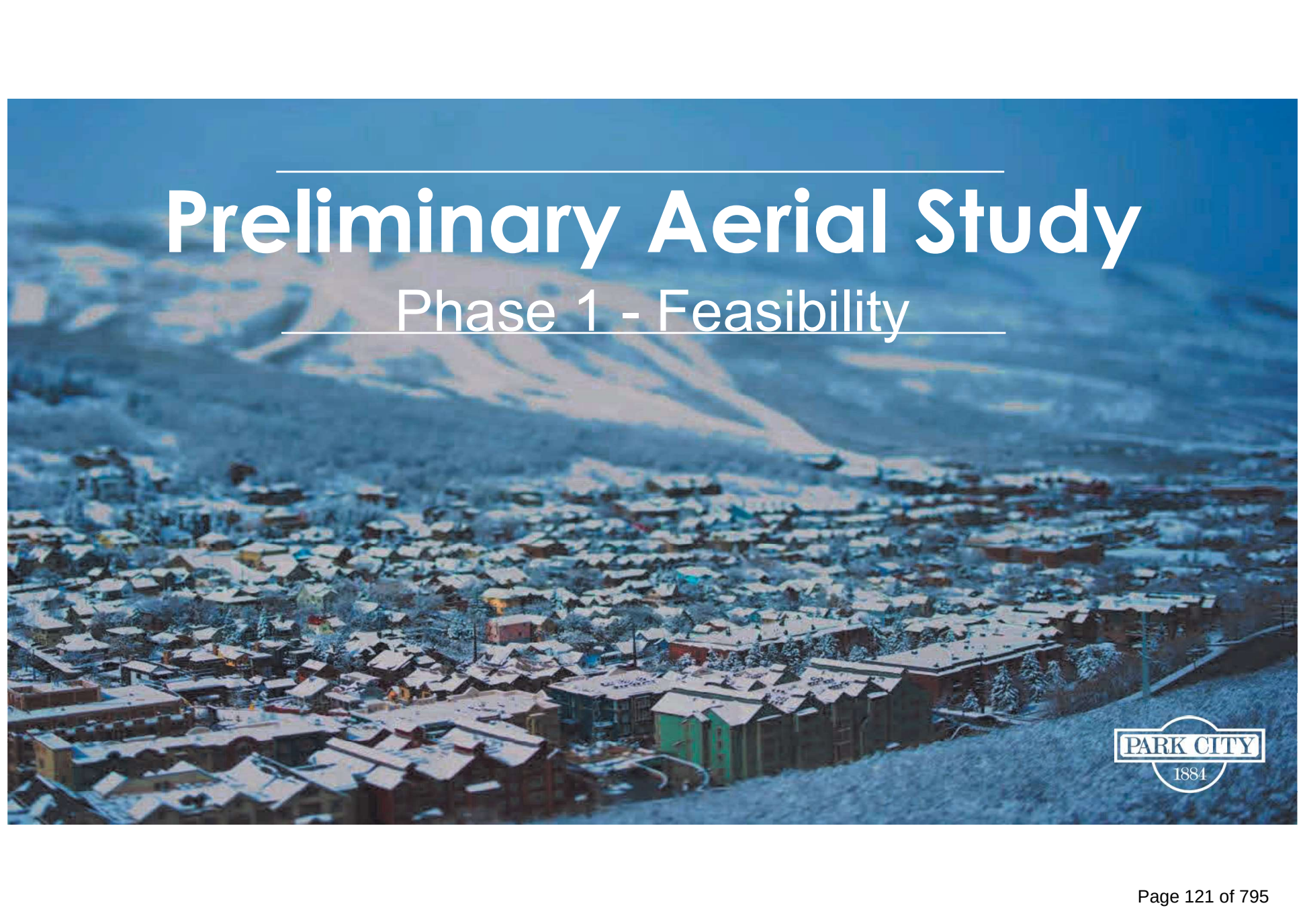
*"Construct a gondola that connects Deer Valley (by the Montage), Park City (by Bonanza), Solitude/Brighton, and then Alta/Snowbird to encourage less driving around the mountains and valley! It is high time we proceed on the "One Wasatch" concept to make the connection between the resorts and encourage less driving."*

*"We need more bike racks on Main Street!"*

*"Have Main St. be a car-free street. I would prefer car-free all day, but at least during specific hours, such as 3 p.m. - 6 a.m. It would free up so much space on the street and turn it into a much more vibrant area."*

*"There are a lot of people living in Park Meadows who work at the ski resorts. Most drive themselves to the resorts and take parking that could be used by resort guests. A better transit system (maybe more buses on more direct routes early mornings and after skiing) would accommodate these resort workers."*





# Preliminary Aerial Study

## Phase 1 - Feasibility



## Presentation Overview

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- Review Aerial feasibility study
- Review challenges and opportunities
- Highlight the public feedback from PC Forward
- Recommendations and Next Steps
- Council Comments



## Feasibility Study: Purpose and Scope

- Purpose: To determine preliminary feasibility of installing an Aerial Gondola system between major commercial and destination nodes in Park City.
- Scope: Feasible alignments between nodes; General capital and operational costs; Not an in-depth analysis on access nor impacts on existing transportation systems.

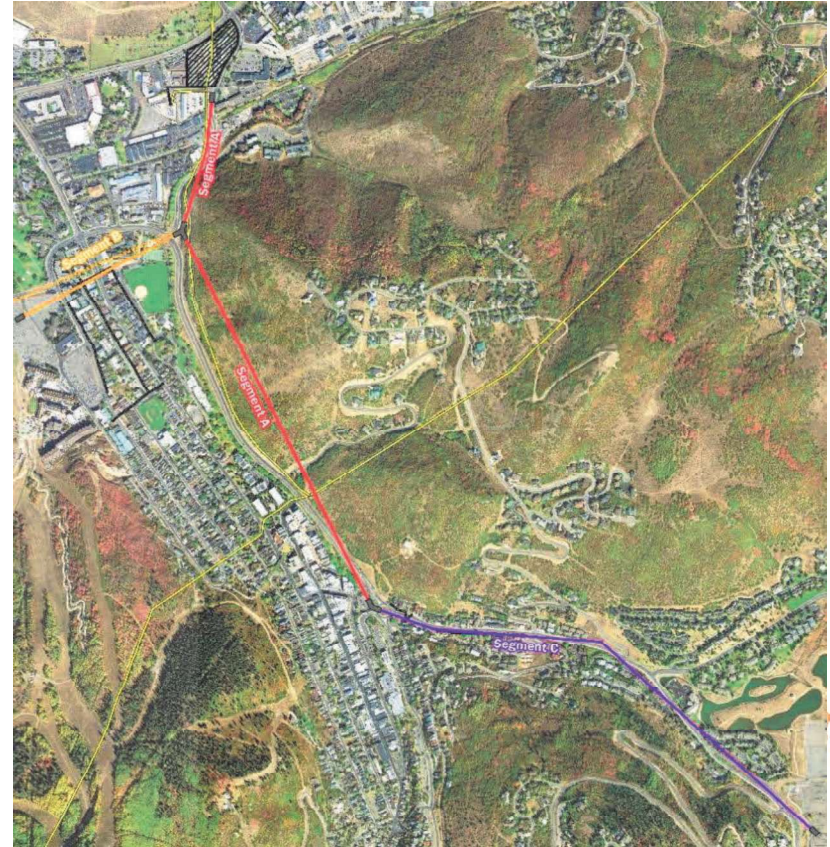




## Alignments

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- Segment A: Arts and Culture District to Old Town
- Segment B: Arts and Culture District PCMR
- Segment C: Old Town to Deer Valley Snow Park



## High Level Operations

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### Hours of Operations

- Winter: 7am to 10pm
- Summer: 9am to 10pm
- Maintenance for 1 week in May and October

### Capacity 1,500 people per hour

- Could be up to 4,000 pph with more cabins

Estimated Annual Operating and Maintenance costs: \$3.5M



## System Costs

### What's Included

- Equipment cost
- Site works and buildings
- Design and permitting
- Contingency

### What's Not Included

- Utilities
- Easements/Land Acquisition
- State and Local Code Permitting
- City Staffing

### Estimated:

**Capital costs: \$64M**  
**Operating costs: \$3.5M**

**Estimated costs: \$30-35M**

| Segment      | Equipment Cost      | Site Works and Buildings | Design and Permitting (5%) | Contingency (10%)  | Total Project Cost  |
|--------------|---------------------|--------------------------|----------------------------|--------------------|---------------------|
| Segment A    | \$14,100,000        | \$7,050,000              | \$1,057,500                | \$2,115,000        | \$24,322,500        |
| Segment B    | \$7,700,000         | \$3,850,000              | \$577,500                  | \$1,155,000        | \$13,282,500        |
| Segment C    | \$15,400,000        | \$7,700,000              | \$1,155,000                | \$2,310,000        | \$26,565,000        |
| <b>Total</b> | <b>\$37,200,000</b> | <b>\$18,600,000</b>      | <b>\$2,790,000</b>         | <b>\$5,580,000</b> | <b>\$64,170,000</b> |



## Land Acquisition Challenges

### Property Impacts along corridors

| Property Owners within 100-Foot Gondola Alignment Corridor                                   | Segment A | Segment B | Segment C |
|----------------------------------------------------------------------------------------------|-----------|-----------|-----------|
| Park City Municipal Corporation                                                              | X         | X         | X         |
| UDOT                                                                                         | X         | X         | X         |
| Deer Valley Resort Company                                                                   |           |           | X         |
| Vail Resorts                                                                                 | X         | X         |           |
| Other Private Property Parcels                                                               | 24        | 131       | 183       |
| « Buildings within the 70-foot Gondola Alignment Corridor (per State Tram Board regulations) | 2         | 5         | 18        |



## Report Takeaways

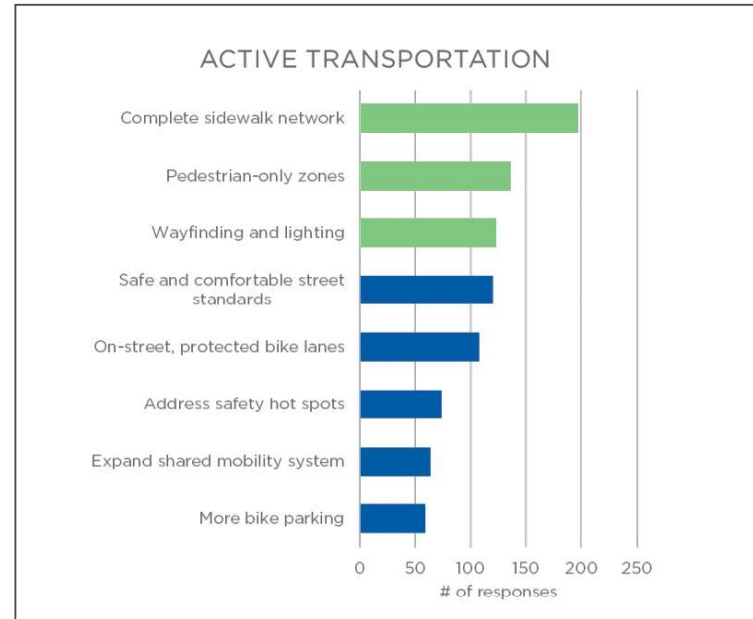
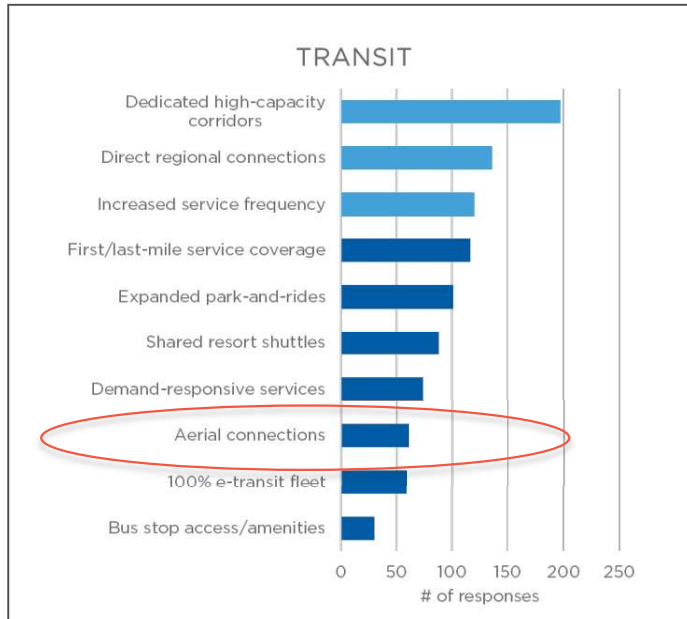
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- From design and planning aspect, the gondola is feasible, but notable challenges and significant expense
- Good connection and transportation link, within Park City, but does not address regional connectivity
- Still a lot of questions around how Aerial compares to other Transportation Modes





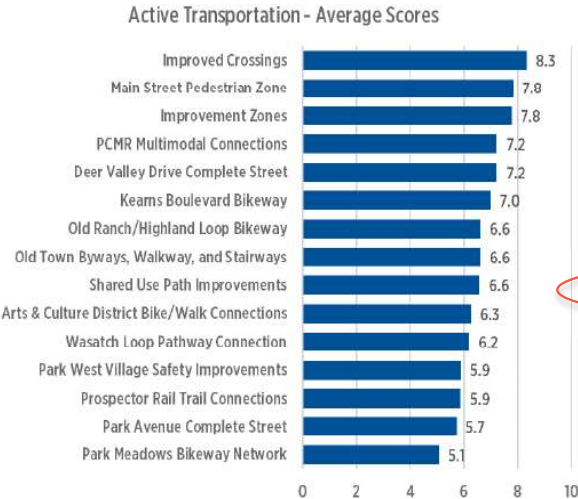
# March 2019 Transportation Strategies Survey



# October 2019 Transportation Strategies Survey

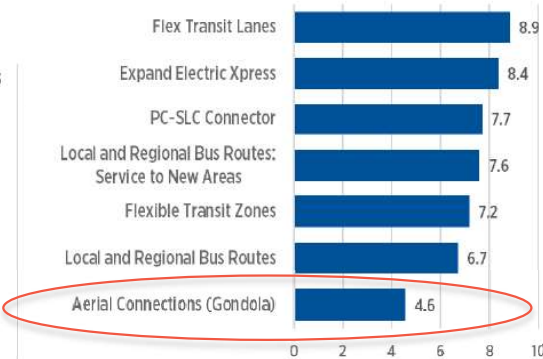
## Average Scores by Project (10 = highest priority)

### Active Transportation



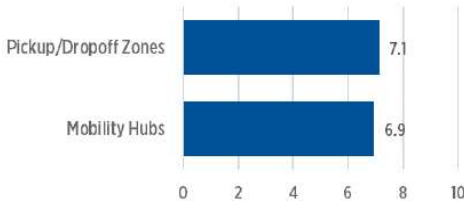
### Transit

#### Transit - Average Scores



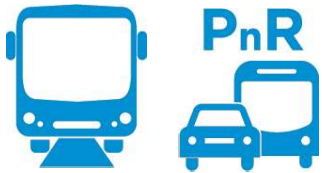
### Shared Mobility

#### Shared Mobility - Average Scores



## Other Future Transportation Planning Opportunities

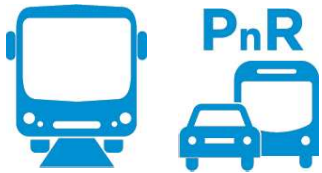
- **Park City Forward**— Transportation master plan that identifies, goals and a clear vision for future of transportation. Action plan for policies, programs and projects
- **Short Range Transit Plan** – clear vision for what transit should be in Park City
  - Routes, facilities, funding, service, modes, staying up-to-date plan helps secure federal funding.



## National Average BRT costs

- **Nodal Connection Study**– compare and contrast capital and operating costs to run buses vs. aerial vs. other.
  - Ability to meeting peak demands, per rider, per hour costs and determine route alignments and how to get people to use the system.
  - **Average BRT costs: \$10-25M per mile**

|                                               | Mode                              | Length (Miles) | Capital Cost (millions of US\$ per Mile (2003\$)) |
|-----------------------------------------------|-----------------------------------|----------------|---------------------------------------------------|
| Las Vegas MAX<br>Las Vegas Blvd., North       | BRT (surface)                     | 7.5            | \$2.70                                            |
| Boston Silver Line<br>Phase 1 - Washington St | BRT (surface)                     | 2.3            | \$11.90                                           |
| Los Angeles<br>Orange Line                    | BRT<br>(exclusive ROW)            | 14.0           | \$23.07                                           |
| Bogotá TransMilenio<br>(Phase 1)              | BRT<br>(exclusive ROW)            | 25.6           | \$13.30                                           |
| Bogotá TransMilenio<br>(Phase 2)              | BRT<br>(exclusive ROW)            | 25.6           | \$24.80                                           |
| Salt Lake<br>North South Corridor             | LRT (surface)                     | 15.0           | \$26.50                                           |
| Minneapolis<br>Hiawatha Corridor              | LRT (surface,<br>1.5 mile tunnel) | 11.6           | \$52.80                                           |
| Los Angeles<br>(LACMTA) Red Line              | HRT (underground)                 | 16.5           | \$337.60                                          |



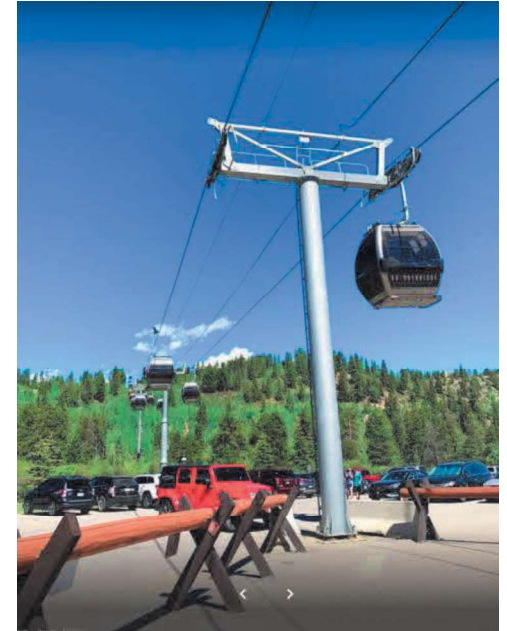
Source: BRT International, [cutr.usf.edu](http://cutr.usf.edu)

## Next Steps

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### Staff Recommendations:

1. Complete upcoming Transportation Plans
2. Nodal Connections Analysis
  - a. Compare bus vs aerial costs
3. Acquiring property for future transit opportunities
4. Identify early funding strategies





# QUESTIONS FOR COUNCIL

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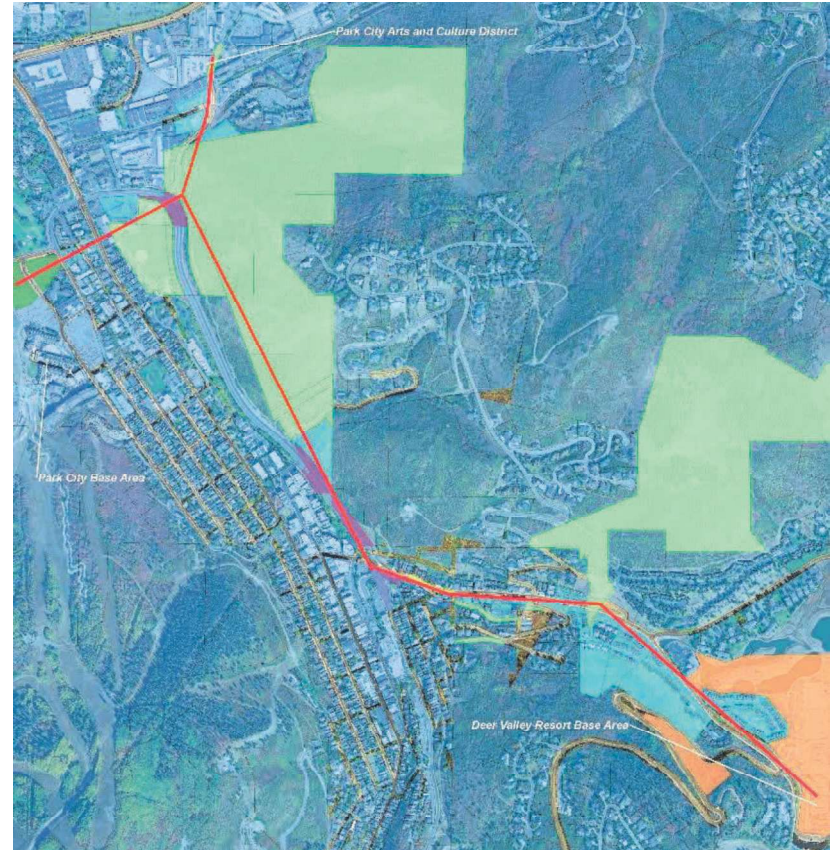


1. Given your involvement and knowledge of Aerial and the community goals, is there anything new we need to incorporate or consider?
2. Is Council supportive of a Nodal Connections Study, that will compare and contrast costs, ridership and operations of Buses vs Aerial vs. other modes?
3. Is Council supportive of acquiring transit specific land at key destinations?



# Challenges

## Property Boundaries: Legend



## Operating Costs

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| Segment   | Cost per Hour | Operating Hours | Operating Cost |
|-----------|---------------|-----------------|----------------|
| Segment A | \$310         | 4,925           | \$1,526,750    |
| Segment B | \$190         | 4,925           | \$935,750      |
| Segment C | \$230         | 4,925           | \$1,132,750    |
| Total     | \$730         |                 | \$3,595,250    |



# Transit Gondola Feasibility Study for the Park City Municipal Corporation

May 2020

Prepared for:

Park City Municipal Corporation

Prepared by:

SE Group

## Executive Summary

In 2020, the engineering and planning firm SE Group was retained by the Park City Municipal Corporation to conduct a preliminary evaluation around the concept of connecting various major destinations throughout Park City with an aerial transportation system (gondola). The impetus for such a study is the current and anticipated pressure on Park City's transportation infrastructure and system. Urban Aerial Gondola's (UAG) can provide options for transporting goods and people when roads are constrained due to geography, capacity, community goals, and a need to move a lot of people between fixed locations is desirable.

This Park City Transit Gondola Feasibility Study is guided by the following questions:

1. Does an aerial transportation system appear to be an effective transit solution for Park City?
2. Are there potential feasible alignments sufficient to accommodate the system?
3. To what extent may residents and guests use an aerial system for transportation and experience an enhancement of transportation services?
4. When considering construction, operations, maintenance and potential offsetting costs, what are the economic realities of these concepts?
5. Does an aerial transit system help achieve Park City's sustainability goals?
6. What other options are available to meet transit needs of the future?

One of the primary goals of this study was to evaluate potential gondola terminals/stations that would serve as a viable transportation option for Park City residents and visitors, while

minimizing the number of stations/turn stations (due to the added costs and travel times that additional infrastructure brings).

Three segments of a system were conceptualized and evaluated through this analysis. The segments were selected based on connecting the major commercial nodes throughout the City, and a future Park City Arts and Culture District (A&CD) coming to the SW corner of Kearns Blvd and Bonanza Dr; with an anticipated completion date in 2024. The segments include: from the future A&CD to Old Town Transportation Center area (OTTC), with options for connecting lines to Park City Mountain Base Area (PCM) and Deer Valley's Snow Park Base Area (DVSP).

From the analysis performed in this study, it is concluded that while there are significant barriers, development uncertainties, and additional infrastructure requirements, an aerial gondola system could provide a feasible transportation option between the major commercial and resort centers within Park City. The approach and details regarding the conclusions are included within this report.

## Introduction

In 2020, Park City Municipal Corporation contracted with SE Group to evaluate the feasibility of an aerial transportation system in Park City. A preliminary evaluation around the concept of connecting major commercial destinations and transit nodes throughout Park City with an aerial transportation system (gondola) was completed and is described in this report. Three segments were conceptualized and evaluated through the analysis contained herein from the future A&CD, to OTTC, PCM and DVSP. The alignment details are in **Figures 1 – 4**, further referenced in each segment siting section. Files are in report folder (link to folder provided in email). A gondola for the purposes of this study is defined as a cable driven aerial connection with independent cabins that runs an average of 11mph/1,000 feet per minute.

The need for this study developed from the increasing demand on current transportation modes. Park City and its surrounding area have been experiencing substantial growth over the last decade. This has put significant pressure on the limited number of transportation corridors into and out of Park City; that is, Utah State Route-224 (SR-224) and Utah State Route-248 (SR-248). Additionally transit passengers on Park City Transit routes continue to increase year over year by an average of 11% a year for the last five years [1], and the major nodes explored represent the most popular destinations. These routes are used to access major destinations such as Old Town Park City, Lower Park Ave/Bonanza Ave, Park City Mountain Resort and Deer Valley.



# Aerial Transportation in Park City

## 1. Does an aerial transportation system appear to be an effective transit solution for Park City?

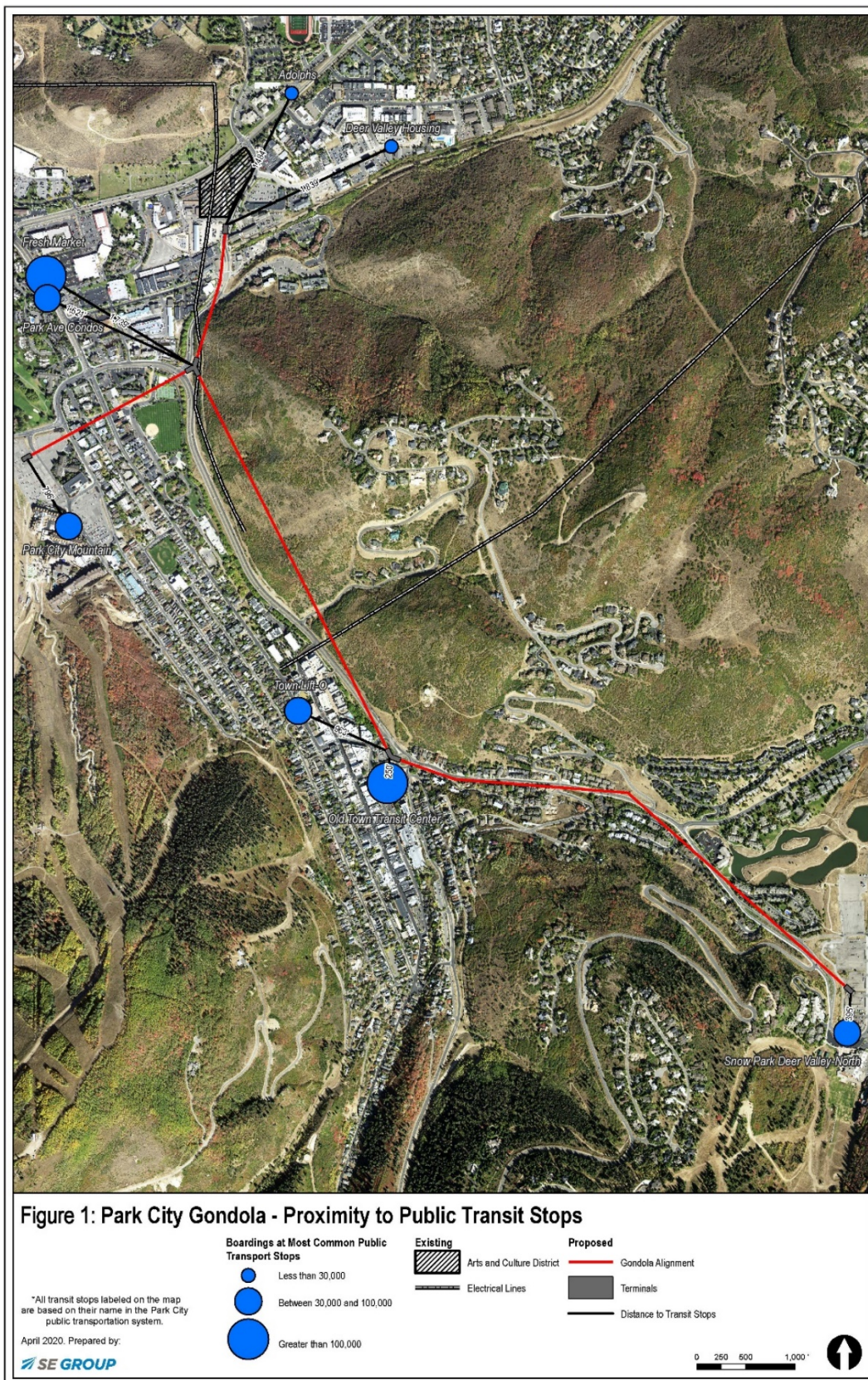
The conceptualized Park City aerial transit system can offer guests, residents, and commuters an alternative method of reliable public transportation that will help meet the City's goals of reduced single occupancy vehicle trips, and a sustainable transportation system. Park City has identified an aerial transit system as a potential opportunity to provide an alternative transit access to PCM, A&CD, DVSP, and OTTC. Given the estimated increase in traffic and public transit use, an aerial transit option throughout Park City could help reduce traffic, alleviate pressure on the existing transit system, and offer supplemental service to provide a more energy efficient transportation alternative for users.

### OPPORTUNITIES

The aerial system could be an effective transit solution as one component of an overall transportation system. If existing conditions persist, SR-224 and SR-248 are projected to reach over capacity during peak hours by 2040 [2]. In addition, parking options are projected to be more limited and in higher demand given the increased projection of daily users coming into Park City. In the future, economic incentives and transit options could motivate people arriving to Park City via Kimball Junction or Quinn's Junction to park in outlying lots (i.e., Ecker Hill Park and Ride, Richardson Flat Park and Ride and other future satellite parking developments) and take public transportation to the aerial terminal. Safe and accessible satellite parking options, served by high-frequency transit, coupled with strong in-town parking policies will allow visitors and commuters chose a viable alternative to access Park City other than driving a personal vehicle. In addition, current bus routes would need to be modified to provide access to current high density and frequently visited areas other than the four gondola terminals analyzed in this study. Essentially, the existing bus system would modify itself to become a "feeder" system for the trunk line that would be the gondola. Figure 1 shows the gondola system in proximity to current major public transit stops within Park City.

### CHALLENGES

The gondola system does present some challenges as a transportation solution. As currently conceptualized, the gondola would help move people to/from the A&CD to OTTC and potentially PCM and DVSP. It could, but is not necessarily conceptualized to alleviate skier traffic during winter mornings and afternoons as the proposed alignments does not currently intercept regional travelers before they travel on SR-224 or SR-248. Other challenges concern uncertainty with future development of the A&CD, the PCM and DVSP; physical constraints of existing buildings, utilities and rights-of-ways; and parking and access to the gondola system. Collaboration with key stakeholders and property owners would be needed to overcome these challenges. These challenges are large enough that it may not be feasible for all three segments of the system to be built.





# Siting of the Gondola System

## 2. Are there potential feasible alignments sufficient to accommodate the system?

The scope of the Park City Transit Gondola Feasibility Study was to analyze a potential aerial connection from the A&CD to OTTC with spur lines connecting PCM and DVSP. These were determined to be the primary “hubs” and “spokes” of a potential aerial transportation system due to being major destinations throughout Park City. Approximate travel times are identified in **Table 1** between major hubs. With terminals established, a siting analysis was completed that considered numerous factors of transporting riders to and from these locations. These factors assessed the viability of the alignment and included physical constraints (e.g., buildings, topography, and parking), property ownership, regulations and other assumptions about the operations of such a system. A brief description of each segment and a discussion about these factors are detailed below. The alignments should be viewed as initial concepts due to the number of uncertainties with property ownership and stakeholders. Figures 2 – 4 present the overall proposed aerial system configuration.

Table 1. Approximate Travel Times between Hubs

|      | A&CD    | OTTC   | PCM     | DVSP    |
|------|---------|--------|---------|---------|
| A&CD | --      | ~7 min | ~4 min  | ~15 min |
| OTTC | ~7 min  | --     | ~8 min  | ~6 min  |
| PCM  | ~4 min  | ~8 min | --      | ~15 min |
| DVSP | ~15 min | ~6 min | ~15 min | --      |

Note: The above times primarily account for aerial transportation time and a small amount of transfer time. They do not account for any lift lines or other potential delays.

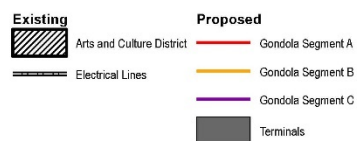
As all aerial technology types were briefly evaluated it was determined that a gondola connection provides the greatest flexibility for Park City to expand segments and capacity down the road while also providing users with the most comfortable experience. A gondola for the purposes of this study is defined as a cable driven aerial connection with independent cabins that runs an average of 11mph/1,000 feet per minute.

The feasibility of a gondola system in Park City was not necessarily designed for existing conditions, but rather for potential future conditions. These future conditions include a full build-out of the A&CD, PCM, and DVSP. With the construction of these areas, the opportunity to expand transit options and work through private/public partnerships exists. Additionally, with the growing expansions, more demands will be put on the transit system, roadways and parking supply than currently exists.





Figure 2: Park City Gondola Alignment Map - Full Extent



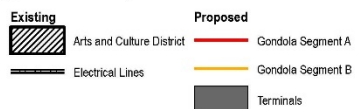
April 2020. Prepared by:







Figure 3: Park City Gondola Alignment Map - Extent 1



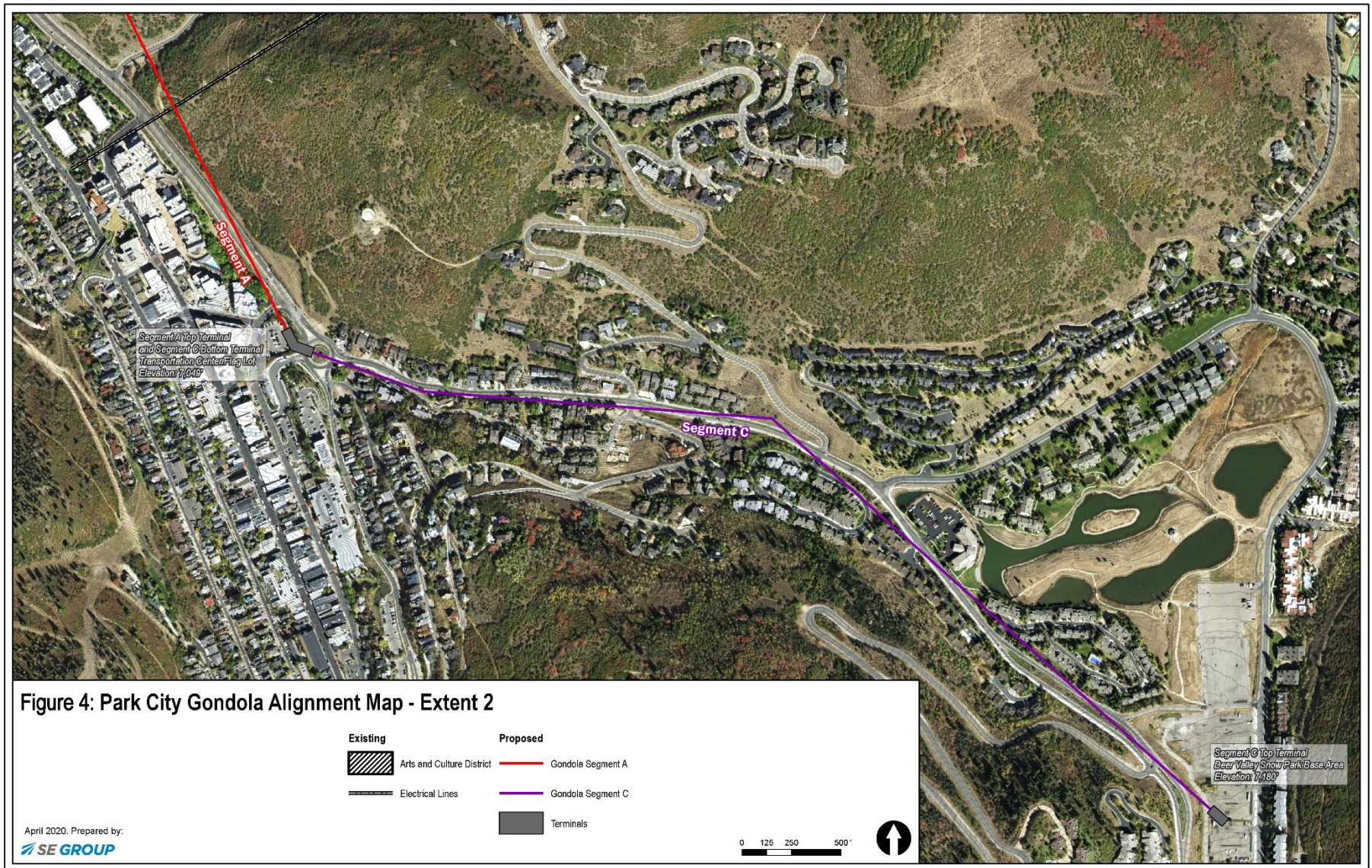
April 2020. Prepared by:



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## Segment A

Segment A is the main line of the planned Park City Gondola. It would transport riders from the A&CD to OTTC with a mid-station on the east side of the intersection at Deer Valley Drive/SR224 and Bonanza Drive, then continuing up the East side of Deer Valley Dr. to the top terminal located near the OTTC. Having a mid-station in Segment A, would allow riders to transfer to Segment B and access the PCM base area (details in Segment B section).

The bottom or northernmost terminal of Segment A would be located in or next to the planned A&CD district. Depending on the exact terminal location, the alignment could span buildings or might require a small bend (less than four degrees) in the alignment to avoid crossing buildings. It is important to note that a bend greater than four degrees requires an angle station and increases the cost per line by approximately \$3 million. Additionally the segment would need to be built high enough to clear current power lines and seek an exception to current fire codes, or relocation of these power lines should be considered.

From the mid-station, the alignment would traverse Aerie Mountain hillside for a distance of approximately 3,000 feet, avoiding buildings and potential land ownership conflicts. It would cross Deer Valley Drive/SR-224 near the intersection of Heber Avenue and Deer Valley Drive before reaching the top terminal, located near the OTTC. From the top terminal, riders would be able to access Old Town, the Park City bus transit system, or transfer to Segment C to access Deer Valley Resort.

The total length of Segment A is approximately 6,000 feet and includes three stations (bottom, middle and top terminals). A total of 49 cabins would be needed for an initial capacity of 1,500 persons per hour (PPH). The ride time would be approximately 6 minutes assuming an operating speed of 1,000 feet/minute (or 11 miles/hour).

### **Additional considerations for Segment A gondola alignment:**

- A major distribution powerline for the A&CD runs parallel with the Munchkin lot (PCM owned property) located south of the A&CD along Munchkin Road at approximately 65 feet aboveground. These lines currently are not planned to be relocated underground. They could be relocated to the southern edge of the Munchkin lot to allow for the widening of Munchkin Road and to improve the aesthetics of the A&CD however; this would not benefit the current gondola alignment. The gondola would have to cross over or under the powerline. This is not an uncommon circumstance with aerial transportation and would require meeting regulatory fire and Utah state ropeway code to ensure the safety of the gondola and the powerline.
- To avoid bending the gondola alignment more than four degrees and increasing the cost of the alignment significantly, the mid-station of Segment A was located on the eastern side of Bonanza Drive and Deer Valley Drive. To provide access to Segment A mid-station, a tunnel or improved pedestrian crossing would be recommended across Bonanza Drive. These improvements could range from \$10,000 for an improved

crosswalk across Bonanza Drive from the existing bike path to \$4 million for an underpass similar to the recently installed SR248/Kearns Boulevard tunnel.

- For Segment A to be feasible, key stakeholders and property owners would need to be involved to overcome any property rights issues; however, the majority of Segment A is aligned on public property. (See **Table 2, Figures 2 - 3** for the number of potential property owners impacted). Variance to Utah state ropeway regulations would be needed to construct and operate the gondola with buildings within the required 70-foot corridor clearance (see *Regulations* for more details).
- Actual siting and parcel location for the terminal of Segment A has not been included in this study. Supportive amenities and facilities are not included in the cost estimate.

## Segment B

Segment B would be a short ride from the Segment A mid-station (on the eastside of Deer Valley Drive/SR224 and Bonanza intersection) to the PCM base area. The proposed alignment as currently conceptualized spans City Park and a privately owned three-story building across from the PCM parking lots. This alignment was chosen due to the limited number of building crossings (there is considerable density between Sullivan Road and Empire Avenue) and an approximate location within the privately owned PCM existing parking lots. The top terminal location would likely need to be modified based on these plans. Key stakeholders and private partnerships would need to be engaged to determine an ideal top terminal location within the planned redeveloped PCM base area and any potential property owner conflicts that might arise.

The total length of Segment B is approximately 2,000 feet with two stations (bottom and top terminals). A total of 19 cabins would be needed for an initial capacity of 1,500 PPH. The ride time would be approximately 3 minutes assuming an operating speed of 1,000 feet/minute (or 11 miles/hour).

### Additional considerations for Segment B gondola alignment:

- There may be the potential to align the gondola along 15<sup>th</sup> Street and avoid spanning taller buildings. The 15<sup>th</sup> Street alignment would require spanning some one-story buildings. Skiers and riders would likely use the First Time Lift. This could result in some circulation issues with a larger number of skiers and riders starting their day from this area. Additional attention would need to be given to the pedestrian circulation from the terminal of the gondola connecting users to the resort base area.
- For Segment B to be feasible, key stakeholders and property owners would need to be involved to develop partnerships to overcome any property rights issues. (See **Table 2, Figures 2 - 4** for the number of potential property owners impacted). Additionally Park City would need to seek variance to the State regulations to construct and operate the gondola between and above buildings within the required 70-foot corridor clearance (see *Regulations* for more details).

## Segment C

Segment C would extend from the Segment A top terminal at the OTTC area to the DVSP base area. The alignment would include two angle stations and generally follow the Deer Valley Drive road alignment. The first angle station would be located near the junction of Deer Valley Drive and Deer Valley Loop. The second angle station would be located near the junction of Deer Valley Drive and Mellow Mountain Road.

The top terminal location was chosen assuming the Silver Lake Express Lift would eventually extend down into existing parking lots. The DVSP parking lots are planned to be developed; and this is a partnership opportunity to advance transit for the City to explore. The top terminal location would likely need to be modified based on future development plans. Key stakeholders would need to be engaged to determine an ideal top terminal location within the planned development of the DVSP base area and any potential property owner conflicts that might arise.

The total length of Segment C is approximately 5,000 feet with four stations (bottom and top terminals and two angle stations). A total of 38 cabins would be needed for an initial capacity of 1,500 PPH. The ride time would be approximately 6 minutes assuming an operating speed of 1,000 feet/minute (or 11 miles/hour).

### **Additional considerations for Segment C gondola alignment:**

- This segment lacks a direct alignment to DVSP base area from the OTTC area. The proposed alignment was chosen to maximize the existing roadway right-of-way and avoid multiple property line intersections, avoid as many structures as possible and to provide the most direct route possible. Even with these considerations, a number of private structures along Deer Valley Drive would be impacted. Other alignments were considered over Rossi Hill to Snow Park base area but were eliminated from consideration due to the number of property lines the alignment would intersect. This would be a significant challenge to overcome. This study only explored connections to DVSP base area, therefore additional alignments to the Silver Lake base area were not considered within the scope of this project.
- For Segment C to be feasible, key stakeholders, resorts and property owners would need to be involved to overcome any property rights and siting issues. (See **Table 2, Figures 2 and 4** for the number of potential property owners impacted). Variance to State ropeway regulations would be needed to construct and operate the gondola with buildings within the required 70-foot corridor clearance (see *Regulations* for more details).

## Other Factors

### PHYSICAL CONSTRAINTS

A gondola system at this scale and capacity requires a horizontal clearance corridor width of approximately 40 feet to accommodate towers, rope, cabins and requisite clearance distances to ensure safe operation. Utah Ropeway regulation requires a 70-foot corridor. Park City will have to seek variances for each proposed segment. (see *Regulations* for more details). Though tower footprints are relatively small (approximately 30 square feet) once installed, the required corridor width applies at the ground level should tree clearing be necessary. Per state Ropeway code, tree branches are not allowed within 6 feet of the cable, gondola cabins or towers. The gondola alignments presented here pass *between* existing structures to the greatest extent possible and attempt to avoid crossing *above* buildings. As mentioned above, Segments A, B and C as shown requires passage *over* buildings (see **Table 2** for number of buildings within a 70-foot gondola alignment corridor). These could be minimized once initial conversations with key stakeholders are held and ideal terminal locations are established. Topography was also considered in siting stations, with a preference for flat areas and minimization of grade changes between towers and stations. **Figures 2 – 4** presents the alignments on aerial imagery of Park City to provide context for how the alignments fit within the context of existing buildings, vegetation and in relation to the planned A&CD, PCM, Old Town and Deer Valley.

### PROPERTY OWNERSHIP

An assessment of property ownership was conducted through the acquisition of detailed parcel data. A Geographic Information Systems (GIS) database was developed to allow site planning and property ownership to be considered and evaluated. The assessed alignments occupy Park City-owned property to the greatest extent possible to reduce the costs and impacts to private landowners. **Table 2** displays ownership of all parcels intersected for each gondola alignment segment within a 100-foot corridor and buildings within a 70-foot corridor.

Table 2. Property Ownership Along Gondola Alignment

| Property Owners within 100-Foot Gondola Alignment Corridor                                   | Segment A | Segment B | Segment C |
|----------------------------------------------------------------------------------------------|-----------|-----------|-----------|
| Park City Municipal Corporation                                                              | X         | X         | X         |
| UDOT                                                                                         | X         | X         | X         |
| Deer Valley Resort Company                                                                   |           |           | X         |
| Vail Resorts                                                                                 | X         | X         |           |
| Other Private Property Parcels                                                               | 24        | 131       | 183       |
| « Buildings within the 70-foot Gondola Alignment Corridor (per State Tram Board regulations) | 2         | 5         | 18        |



## UTAH STATE REGULATIONS

It was assumed the gondola system would be built to comply with all applicable standards and codes. In Utah, gondola systems are governed by the Utah Passenger Ropeway Safety Committee and Utah Administrative Code Rule R920-50 Ropeway Operation Safety [3]. This is a subset of Utah Department of Transportation (UDOT). Air space requirements note no structure (temporary or permanent) shall be permitted to encroach into the air space (i.e., 35 feet space on either side of or under the ropeway). The Ropeway Safety Committee can grant variances can to the requirement, but typically require mitigation for any safety impacts to the gondola. Due to the urban setting, variances along certain sections of the gondola would be required and were assumed to be granted for the purposes of this study.

As planned, the gondola system could also require variances to the fire code for two reasons: the alignment would travel over buildings and terminals would likely be embedded into larger developments. The system was designed to avoid as many building crossings as possible, as well as determine a linear alignment to avoid expensive turn stations. In addition, a gondola terminal could be constructed on the second story of buildings to maximize developable space, create a seamless user experience and reduce the distance needed for gondolas to reach the required elevation. The building's fire alarm system and lift operations would likely need to be linked to receive a variance from fire code. It was assumed variances to the fire code would be granted.

### Utilities

The alignment of Segment A and Segment B includes crossing of electrical distribution lines owned by Pacific Corporation (Rocky Mountain Power). These power lines are 60-65 feet tall. The study recommends further discussion with Pacific Corporation on the options available to Park City for: 1) relocating the lines; 2) running the gondola to go over or under the power lines and the required clearance. The estimated power requirements for each gondola segment are:

Segment A      500HP 540kVA, 480V, 3 Phase required power

Segment B      400HP 450kVA, 480V, 3 Phase required power

Segment C      400HP 450kVA, 480V, 3 Phase required power

For return and mid-stations, 80kVA of 480VAC (Per lift at station) are required.

Additional study and discussion with Rocky Mountain Power is recommended to determine exact power infrastructure and energy demands.

## ASSUMPTIONS

The conceptualized gondola system required a number of assumptions to be made. These include impacts from future developments within Park City, coordination with key stakeholders and integration into the public transportation system.

Three major future developments within Park City include the A&CD, PCM base area and DVSP base area. Due to the uncertainty with these three properties (e.g., not yet constructed), terminal locations were generally placed within the boundaries of the given properties; however, additional siting and discussion with key stakeholders will be necessary and potential alignment modifications made based on these discussions. Additionally, the assumptions made to determine gondola terminal locations are also true for gondola alignments. If terminal locations were to change due to additional information about property development, alignments would also have to be modified. The terminal locations and alignments were chosen based on the best available information at the time of this report.

The analysis also considered the gondola system within the context of a greater regional transportation system. It was assumed the gondola system would not eliminate all bus routes in Park City but compliment them. It was also assumed a portion of vehicles would park in outlying lots (i.e., Ecker Hill and Richardson Flats park-and-ride lots or future park-and-ride lots), take a bus to the A&CD gondola hub to access OTTC, PCM or DVSP. Potential modifications or reductions to bus service (and associated cost savings) were not explored as part of this phase of feasibility. It can be assumed that the high capacity of the gondola system could supplement or replace most existing transit service that serves similar areas and many transit routes could turn into “gondola feeder” lines that drop off at various gondola stations. However, additional study and evaluation is recommended in order to determine the impacts and potential alterations needed to the transportation system to enhance the overall user experience and effectively incorporate an aerial system. Additionally, a gondola connections to/from Quinn’s Junction and Kimball Junction were considered, but not studied in detail for this analysis due to the initial identified scope of the project. Refer to *Comparable Options* section for a more detailed discussion on these connections.

## Capacity

### **3. To what extent may residents and guests use the system and experience an enhancement of services?**

One of the primary goals of this study is to site gondola stations that would serve as a viable transportation option for Park City residents and visitors, while minimizing the number of terminals/turn stations (due to cost, maintenance and travel time impacts). Stations were located and spaced to serve the primary destinations within Park City by providing ready connections between the A&CD, PCM, Old Town and DVSP base area. The gondola system aims to reduce traffic congestion, improve connectivity across Park City and enhance both transit service and the experience of using transit. To that end, the existing transit system was analyzed at a very high level as well as existing vehicular traffic numbers to get a sense of what the initial and future demand on the gondola system might be as presented in this study. Future evaluation and study of these issues is recommended.

Gondola ridership has the potential to be very supported by users in Park City due to the mountain town culture, existing traffic volumes and bus ridership. However, a variety of barriers exists to ensure the system is successful and can adequately capture riders (shifting existing trips off of private vehicles and buses). A primary barrier to potential gondola ridership is the availability and location of parking to service the gondola. Ideally, cars would park at the periphery of the gondola system and use it to access all of the commercial areas. Currently, the base areas for DV and PCM have free parking, creating no incentive for vehicles to not drive directly to these base areas. It is unclear how much parking is planned as part of the A&CD, PCM and DVSP developments. While parking in Old Town is a scarce resource, the location of the proposed OTTC gondola terminal is walking distance to China Bridge - a five story ~600 vehicle capacity parking garage. Utilizing park and rides farther away from Park City along SR 224 and SR 248 (Ecker Hill, Quinn's Junction and Richardson Flat) are options, but would necessitate multiple transit trips to access the gondola system and require transfers. Until a broader parking strategy is included into the transportation system, it is unreasonable to estimate the ridership on the gondola system based off of existing vehicle traffic. We can only reasonably estimate gondola ridership as a replacement/supplement to current transit options.

The proposed gondola system would have a capacity of 1,000 to 3,000 PPH. Although existing transit demand is currently at about 450 PPH during peak times, that number is expected to increase each year. Therefore, an initial capacity of 1,000 to 1,200 for the gondola system seems to be a good target. If bus routes are reconfigured to "feed" the gondola segments and additional parking is built near any of the gondola stations, the gondola would likely have even higher utilization.

The existing bus network in Park City is robust. With twelve (12) bus lines and a Main Street Trolley (as well as some additional services during the Sundance Film Festival) the bus system recorded 2.8 million rides during 2019. Of those rides, 1.7 million of them occurred during the winter months of December through March. Transit ridership has increased on average by 11% per year for the last five years [4].

The routes that most closely follow the gondola system alignment are the 1, 2, 3, 4, 5, 10 and the Main Street Trolley. These are also known as the Red, Green, Blue, Orange, Yellow and parts of the Kimball Junction/Main Street Express Route. Ridership for these routes was estimated at 30,189 trips for the winter months of 2019 [5]. When service hours for these routes are taken into account, the ridership is 239 PPH across all service hours. If a peak hour is estimated to have triple the ridership of a non-peak hour, a peak hour could have approximately 450 PPH using transit. If a 10% growth per year projection is applied, the demand could be nearly 800 PPH in 2025 and over 1,200 PPH by 2030.

Vehicular traffic on the two main routes into Park City (SR 224 and SR 248) are also growing each year. The current AADT (Average Annual Daily Traffic) for SR 224 is 16,500 cars per day with numbers between 18,000 and 20,000 cars per day during the peak months. The segment of SR 248 between the intersections at SR 224 and Bonanza Drive saw an AADT in 2016 of 25,000 vehicles per day [6]. Vehicle traffic is projected to increase on both of these corridors by an estimated 3-5% per year between now and 2040 [7]. Park City has been working with the

Utah Department of Transportation on corridor plans and intersection improvements to manage traffic flow on these roads. Both are projected to have a LOS (Level of Service) of D or F in the near future. A level of LOS D through F describes a road segment that is at or is close to capacity and failure (frequent stoppages and delays in movement).

## Financial Evaluation

### 4. When considering construction, operations, maintenance and potential offsetting costs, what are the economic realities of these concepts?

Using the information gathered, SE Group consulted lift equipment manufacturers (as well as our own internal data) to establish preliminary parameters for the cost, installation, operation and maintenance (short and long term) of the three gondola segments. The financial evaluation has been separated out by segment.

## Capital Cost of Equipment and Infrastructure

Based on the identified system configurations and capacities, preliminary anticipated total capital project costs were developed by SE Group in conjunction with Leitner-Poma engineers. The anticipated capital costs include all lift equipment, site works, buildings, design, engineering, permitting and an applicable project contingency (10% of total). The values calculated are preliminary, based on project details known to-date and error on the conservative side where assumptions are required. While the equipment costs are thought to be reasonably accurate, the estimated costs for site works, construction, and buildings have been generalized at approximately 50 percent of the equipment costs (based on discussions with Leitner-Poma). Site works and buildings were considered to include grip maintenance building, standalone terminals, electricity to terminals, grading/paving for pedestrian and vehicle access and other required site work. If undertaken, more detailed site planning and analysis is recommended and may reveal these costs to be somewhat overstated.

Table 3. Capital Expense Detail

| Segment   | Equipment Cost | Site Works and Buildings | Design and Permitting (5%) | Contingency (10%) | Total Project Cost |
|-----------|----------------|--------------------------|----------------------------|-------------------|--------------------|
| Segment A | \$14,100,000   | \$7,050,000              | \$1,057,500                | \$2,115,000       | \$24,322,500       |
| Segment B | \$7,700,000    | \$3,850,000              | \$577,500                  | \$1,155,000       | \$13,282,500       |
| Segment C | \$15,400,000   | \$7,700,000              | \$1,155,000                | \$2,310,000       | \$26,565,000       |
| Total     | \$37,200,000   | \$18,600,000             | \$2,790,000                | \$5,580,000       | \$64,170,000       |



## Operations, Operating Cost and Maintenance

The analysis evaluated anticipated operating and maintenance costs inclusive of labor (operators, supervisors and maintenance personnel), daily/annual maintenance requirements/supplies, power, insurance, licensing and inspection. Operating costs were aggregated as a total cost per operating hour and were calculated to be \$310/hour for Segment A, \$190/hour for Segment B and \$230/hour for Segment C. If all segments were operating, total operating cost would be \$730/hour.

Season, days and hours of operation were developed using the following parameters (modeling the operations as a transit service):

- Winter operations would run from November 1 to April 30, 7:00 a.m. to 10:00 p.m.
- Summer operations would run from May 7 to October 24, 9:00 a.m. to 10:00 p.m.
- Total annual operating hours under these parameters is 4,925 hours.

Long-term maintenance costs for equipment replacement/refurbishment were calculated based on 20 years of cumulative operating hours and include stations refurbishment, haul rope replacement, motor and gearbox overhauls and gondola cabin restoration. These long-term maintenance requirements are apportioned over a 20-year operating period and included as an annual operating expense. To account for potential future inflation and cost increases, all operating and maintenance costs are inflated by 3 percent per year within the model. Maintenance was assumed to occur at the Segment A mid-station because it is a central location within the gondola system and easily accessed from major roads. The building would include storage and space to complete gondola and cabin maintenance. The building would be approximately 2,000 square feet.

Table 3. Annual Operations and Maintenance Cost

| Segment      | Cost per Hour | Operating Hours | Operating Cost     |
|--------------|---------------|-----------------|--------------------|
| Segment A    | \$310         | 4,925           | \$1,526,750        |
| Segment B    | \$190         | 4,925           | \$935,750          |
| Segment C    | \$230         | 4,925           | \$1,132,750        |
| <b>Total</b> | <b>\$730</b>  |                 | <b>\$3,595,250</b> |

## Capital Origination and Debt Service

Per discussions with the PCMC, capital necessary to implement the project would likely be secured by municipal bonds. Terms included in the financial analysis are 100 percent bonding, 4 percent annual interest with a 15-year amortization. Annual expenses to service (retire) this debt have been allocated within the model by operating year. Capital could come from grants or other funding sources through private/public partnership.

## Summary of Financial Evaluation and Operating Costs

As described above, three segments were evaluated in detail. The following tables present a summary of the operating expenses, maintenance costs, debt service requirements and Net Operating Cost by year for the first ten years of operation for each system configuration evaluated.

## Table 5. Financial Evaluation Summary

| Park City Gondola Feasibility Study 2020                  |                    |                     |                     |                     |                     |                     |                     |                     |                     |                     |
|-----------------------------------------------------------|--------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| Anticipated Financial Performance - Financial Performance |                    |                     |                     |                     |                     |                     |                     |                     |                     |                     |
| Operating Expenses estimated to increase 3.0% per year    |                    |                     |                     |                     |                     |                     |                     |                     |                     |                     |
|                                                           | Year 1             | Year 2              | Year 3              | Year 4              | Year 5              | Year 6              | Year 7              | Year 8              | Year 9              | Year 10             |
| Operating Expenses                                        |                    |                     |                     |                     |                     |                     |                     |                     |                     |                     |
| Segment A                                                 | \$1,526,750        | \$1,572,553         | \$1,619,729         | \$1,668,321         | \$1,718,371         | \$1,769,922         | \$1,823,019         | \$1,877,710         | \$1,934,041         | \$1,992,062         |
| Segment B                                                 | \$935,750          | \$963,823           | \$992,737           | \$1,022,519         | \$1,053,195         | \$1,084,791         | \$1,117,334         | \$1,150,854         | \$1,185,380         | \$1,220,942         |
| Segment C                                                 | \$1,132,750        | \$1,166,733         | \$1,201,734         | \$1,237,787         | \$1,274,920         | \$1,313,168         | \$1,352,563         | \$1,393,140         | \$1,434,934         | \$1,477,982         |
| <b>Total Operating Expenses</b>                           | <b>\$3,595,250</b> | <b>\$3,703,108</b>  | <b>\$3,814,201</b>  | <b>\$3,928,627</b>  | <b>\$4,046,486</b>  | <b>\$4,167,880</b>  | <b>\$4,292,917</b>  | <b>\$4,421,704</b>  | <b>\$4,554,355</b>  | <b>\$4,782,073</b>  |
| <b>Net Operating Expenses</b>                             | <b>\$3,595,250</b> | <b>\$3,703,108</b>  | <b>\$3,814,201</b>  | <b>\$3,928,627</b>  | <b>\$4,046,486</b>  | <b>\$4,167,880</b>  | <b>\$4,292,917</b>  | <b>\$4,421,704</b>  | <b>\$4,554,355</b>  | <b>\$4,782,073</b>  |
| Capital Maintenance Reserve (3% of Operating Exp.)        | \$107,858          | \$111,093           | \$114,426           | \$117,859           | \$121,395           | \$125,036           | \$128,787           | \$132,651           | \$136,631           | \$140,730           |
| <b>Annual Facility Cost before Debt Service</b>           | <b>\$3,703,108</b> | <b>\$3,814,201</b>  | <b>\$3,928,627</b>  | <b>\$4,046,486</b>  | <b>\$4,167,880</b>  | <b>\$4,292,917</b>  | <b>\$4,421,704</b>  | <b>\$4,554,355</b>  | <b>\$4,690,986</b>  | <b>\$4,922,802</b>  |
| Debt Service - Segment A                                  |                    | \$5,771,520         | \$5,771,520         | \$5,771,520         | \$5,771,520         | \$5,771,520         | \$5,771,520         | \$5,771,520         | \$5,771,520         | \$5,771,520         |
| Debt Service - Segment B                                  |                    | \$1,194,643         | \$1,194,643         | \$1,194,643         | \$1,194,643         | \$1,194,643         | \$1,194,643         | \$1,194,643         | \$1,194,643         | \$1,194,643         |
| Debt Service - Segment C                                  |                    | \$2,389,285         | \$2,389,285         | \$2,389,285         | \$2,389,285         | \$2,389,285         | \$2,389,285         | \$2,389,285         | \$2,389,285         | \$2,389,285         |
| Total Debt Service                                        | \$0                | \$9,355,448         | \$9,355,448         | \$9,355,448         | \$9,355,448         | \$9,355,448         | \$9,355,448         | \$9,355,448         | \$9,355,448         | \$9,355,448         |
| <b>Net Operating Cost after Debt Svc.</b>                 | <b>\$3,703,108</b> | <b>\$13,169,649</b> | <b>\$13,284,075</b> | <b>\$13,401,934</b> | <b>\$13,523,329</b> | <b>\$13,648,365</b> | <b>\$13,777,152</b> | <b>\$13,909,804</b> | <b>\$14,046,434</b> | <b>\$14,278,251</b> |

# Other Considerations

## 5. Does an aerial transit system help achieve Park City's sustainability goals?

### SUSTAINABILITY GOALS

Park City has some of the most ambitious sustainability goals in North America: to be carbon neutral and run on 100% renewable electricity for city operations by 2022 and for the whole community by 2030 [8]. The city intends to achieve these goals by focusing on high-level strategies including energy efficiency, electrification, renewable energy and regeneration. Transportation plays an important role in achieving Park City's sustainability goals and efforts have already been made to reduce carbon emissions associated with travel. For example, since 2016, Park City has embarked on conversion of its bus transit system from diesel-powered buses to electric buses and has set up the beginnings of charging infrastructure for personal electric vehicles. Implementation of a gondola system is consistent with Park City's sustainability goals, as a gondola would provide a convenient and energy efficient option for local transportation, potentially reducing the use of personal motorized vehicles, especially for short, local trips. Gondolas are estimated to use approximate 0.1 kWh of power to carry one passenger over 1 km [9]. This makes gondolas more favorable than cars and buses, but less efficient than trains or light rails at moving people on a per person basis. Numerous studies have documented the energy consumption for these transportation modes.

Gondola systems may function as energy efficient transportation alternatives when compared to motorized vehicles. Lift conveyor systems benefit from operational efficiencies given the use of stationary motors which are optimized to meet the demands of the system. Meanwhile, automobiles consume energy transporting machinery in addition to passengers. An automobile's energy consumption may also vary based on the driver, road conditions, etc.

Furthermore, gondola systems may be plugged into the energy grid and powered or offset by renewable energy sources such as solar and wind. As Park City moves towards 100% renewable energy for city operations and the whole community, it is anticipated that the gondola system could also be powered by renewable energy sources. Renewable energy powered gondola systems currently exist in mountain towns such as Telluride and Aspen, which are powered by wind and solar energy [10].

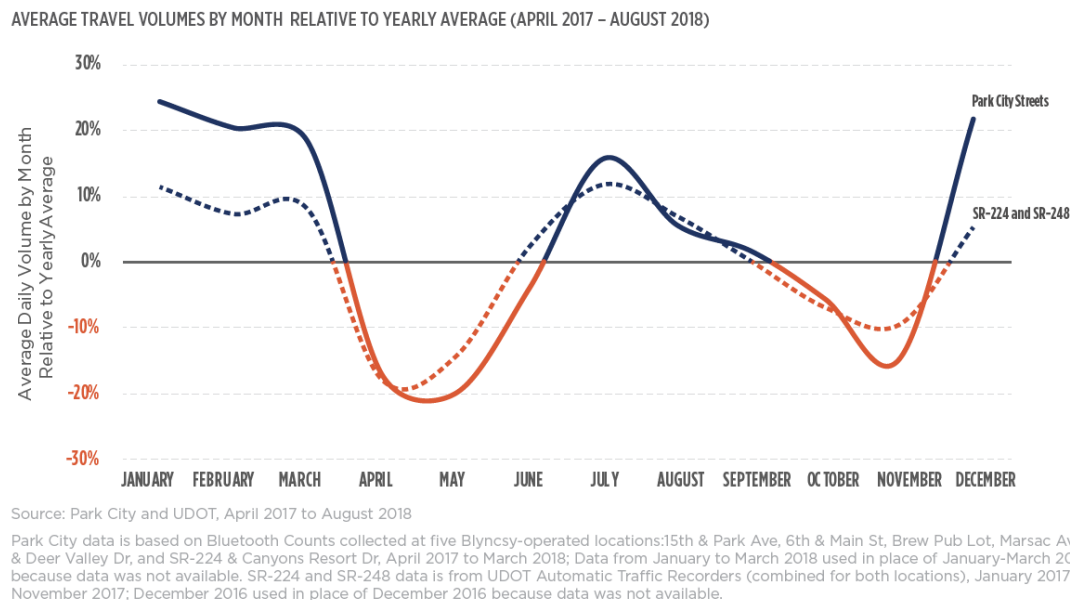
### TRANSPORTATION GOALS

Based on Park City's aggressive transit and transportation goals, a gondola system can fit well with identified gaps and service needs. The feasibility for a gondola system has been evaluated within the context of the existing (and projected) transportation network in Park City. The concept proposed within this study is to operate the gondola system with similar hours to that of transit routes. For the gondola to replace single occupancy vehicle use or existing bus lines, it

would need to operate in a manner that encourages its use: similar to transit; year round operation; access to desired locations, to mention a few requirements for successful implementation.

SR-224 is a north-south route owned by Utah Department of Transportation (UDOT) which connects Park City to Kimball Junction and Salt Lake City via Interstate-80. SR-248 is a state east-west route which connects Park City to Quinn's Junction and other outlying communities via U.S.-40. SR-224 has an express route between Kimball Junction and Park City which is the single busiest route for Park City Transit; however, both routes experience significant usage and traffic throughout the year [11]. Together, these two routes provide access to and from Park City for tourists, full-time residents, second-home owners and more.

However, both of these routes—and Park City in general—currently experience higher traffic volumes during both the summer and winter. Below is a figure showing the average traffic volumes from April 2017-August 2018.



There are strong influences to traffic in Park City from special events to winter and summer visitation that drive large fluctuations in volumes and travel behavior.

Park City currently offers a variety of free public transit routes options to support multi modal transportation options for residents, visitors and commuters. Park City Transit operates twelve (12) bus routes and one (1) trolley within and beyond the Park City municipal boundary. The existing public transit system currently connects riders to Main Street, PCM, Deer Valley, Thayne's Canyon, Prospector Square, Quinn's Junction, Kamas, Silver Lake, Empire Pass, Canyons Village, Kimball Junction, Pine Brook and Summit Park. Utah Transit Authority and Park City Transit offer a route between SLC and Park City. The public transit system ridership has varied since implementation but existing ridership is approaching three (3) million one-way passenger trips per year [12]. Seven of the top ten most boarded bus stops are within the Park



City municipal boundary, meaning a significant number of riders use the transit system within Park City municipal boundaries, as well as use it to commute from Kimball Junction, Canyons, and Ecker Hill park and ride [13].

## **CHALLENGES**

While the traffic volumes moving people into, around and through Park City are significant during peak times, the answer of how users will access the gondola segments from within Park City, as well as outlying areas was not part of this study. It is recommended that additional study be undertaken to further understand travel behaviors from a City as well as regional context, and how those may be shaped to both access and benefit from an aerial gondola.

# **Comparable Options**

## **6. What other options are available to meet transit needs of the future?**

This study analyzed the potential gondola connection from the A&CD to OTTC with spur lines connecting PCM and DVSP base areas and did not take a comprehensive look at other terminal locations throughout Park City, per the scope of the project. Other gondola terminals initially discussed but eliminated from the scope were connections to/from Quinn's Junction and Kimball Junction.

A gondola from Quinn's Junction could be feasible and could help address peak day capacity issues on SR-248. An alignment would be approximately 3 miles and could tie into the conceptualized gondola system analyzed in this report. Similar challenges, such as property rights and parking at terminus, would likely need to be overcome. Additional analysis of a gondola system from Quinn's Junction should be considered for a future study.

A gondola connection from Kimball Junction into Park City would be approximately 6 miles. Typically, a gondola is not an effective transportation option over 3 miles. At those distances, transportation modes such as light rail or other mass transportation options are typically more effective.

Alternative transportation options that could meet Park City's future transit needs include light rail, expanded transportation corridors, expanded bus services, congestion pricing and increased parking rates. Some of these alternative transportation options would be prohibitively expensive due to the cost and potential right-of-way acquisition that would be required (i.e., light rail at a cost of over a \$100 million per mile [14]). Most likely a combination of transportation options will be needed to reduce traffic and congestion in Park City in the future and a gondola could be one piece of that overall transportation solution.

# Figures

- Figure 1. Park City Gondola Alignment and Major Transportation Nodes
- Figure 2. Park City Gondola Alignment Figure – Full Extent
- Figure 3. Park City Gondola Alignment Figure – Extent 1
- Figure 4. Park City Gondola Alignment Figure – Extent 2

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[1] Park City Transit Department. Ridership by Route past 5 years spreadsheet. January 2019.

[2] Fehr & Peers, Design Workshop and Horrocks Engineers. 2012. SR-224 Corridor Study, Final Report. August 2012.

Utah Department of Transportation. 2019. State Route 248 Draft Environmental Assessment. Volume 2. November 2019.

[https://www.udot.utah.gov/sr193extension/downloads/16518\\_SR193\\_SES\\_Draft\\_11-18-19.pdf](https://www.udot.utah.gov/sr193extension/downloads/16518_SR193_SES_Draft_11-18-19.pdf)

[3] Utah Office of Administrative Rule. Rule R950-50 Ropeway Operation Safety. November 2019. <https://rules.utah.gov/publicat/code/r920/r920-050.htm#T3>

[4] Park City Transit Department. Ridership by Route past 5 years spreadsheet. January 2019.

[5] Park City Transit Department. Ridership by Route past 5 years spreadsheet. January 2019.

[6] Utah Department of Transportation. 2019. State Route 248 Draft Environmental Assessment. Volume 2. November 18.

[https://www.udot.utah.gov/sr193extension/downloads/16518\\_SR193\\_SES\\_Draft\\_11-18-19.pdf](https://www.udot.utah.gov/sr193extension/downloads/16518_SR193_SES_Draft_11-18-19.pdf)

[7] Utah Department of Transportation. 2019. State Route 248 Draft Environmental Assessment. Volume 2. November 18.

[https://www.udot.utah.gov/sr193extension/downloads/16518\\_SR193\\_SES\\_Draft\\_11-18-19.pdf](https://www.udot.utah.gov/sr193extension/downloads/16518_SR193_SES_Draft_11-18-19.pdf)

Fehr & Peers, Design Workshop and Horrocks Engineers. 2012. SR-224 Corridor Study, Final Report. August 2012.

[8] Park City Municipal Corporation. Sustainability. March 2020.

<https://www.parkcity.org/departments/sustainability>

[9] Gondola Project. Ropeway Redux: Highlights from Doppelmayr's Comprehensive Magazine. December 2015. <http://gondolaproject.com/category/cable-transit-industry/>

[10] Town of Mountain Village. Green Gondola Project. March 2020. <https://townofmountainvillage.com/green-living/energy-use/green-gondola-project/>

[11] Fehr & Peers, Design Workshop and Horrocks Engineers. 2012. SR-224 Corridor Study, Final Report. August 2012.

[12] Fehr & Peers. 2016. Park City Transportation Demand Management Final Report. March 2016. <https://www.parkcity.org/home/showdocument?id=41938>

[13] Park City Transit Department. Ridership by Route past 5 years spreadsheet. January 2019.

[14] CityLab. Why It's So Expensive to Build Urban Rail in the U.S. January 2018. <https://www.citylab.com/transportation/2018/01/why-its-so-expensive-to-build-urban-rail-in-the-us/551408/>

## City Council Staff Report



**Subject:** Transit to Trails Vehicle Lease  
**Author:** Timothy Sanderson, Transportation Director  
William DeGroot, Transit Manager  
Logan Jones, Trails & Open Space Project Manager  
**Department:** Transportation  
**Date:** April 24, 2025

**Bold denotes updated language since the packet was originally published.**

### Recommendation

Request to Authorize the City Manager to Execute an Agreement with **Model 1 Commercial Vehicles, Inc. and associated finance agreement with Model 1's lender** in a Form Approved by the City Attorney's Office for an Operating Lease for Transit Cutaway Buses for a Total Contract Value Not to Exceed **\$345,240**.

### Executive Summary

On [February 6<sup>th</sup>, 2025](#), Council approved changes for the Bonanza Flat Conservation Area ("BFCA"), which included additional parking at the "Y", a paid parking program, and adoption of the Transit to Trails program route into the existing 9 Purple route. These strategies are intended to encourage alternative transportation to reduce congestion and improve safety in the BFCA. Beginning in 2021, The Trails & Open Space Department (T&OS) has run a bus service to the BFCA utilizing an independent contractor with an on-demand ride-booking system. The newly adapted 9 Purple route will now provide fixed route service to the BFCA.

Starting this summer, if approved, this service will provide **an increased** 15-minute frequency from the Old Town Transit Center along the existing 9 Purple route to Lower Empire, the Montage/Empire Lodge, and three key trailheads, improving **transit for employees, visitors and residents in the Empire Club and Flagstaff areas, and** access to over 1,500 acres of open space for recreational users, see **Exhibit A**. Extended service will be limited to four days a week, Friday through Monday, from July 3 through October 20 to accommodate hikers, bikers, and residents traveling to the ski resort, residential areas, and extensive recreational trail networks. Tuesday through Thursday, service will terminate at the Montage on a 30-minute frequency (consistent with historical route schedule).

Each vehicle will be ADA compliant, able to transport 14 seated passengers with additional standees, and equipped with front and rear racks to accommodate up to 11 bikes. Passengers will also be permitted to bring bikes inside the vehicles. Approximately 56-80 passengers and 44-56 bikes will have access to the BFCA per hour.

Instead of initially purchasing the vehicles for the adapted service, we determined an operational vehicle lease would provide valuable data to evaluate the long-term vehicle strategy of the adapted route.

## Analysis

On February 17, a Request for Proposal ("RFP") was published on the Utah Public Procurement Place ("U3P") [website](#) for an initial 18-month operating lease of four (4) transit vehicles. The RFP included options to renew for an additional 18 months and/or purchase the vehicles if necessary in the long-term plan for the service. **The lease also includes the option to terminate early if deemed necessary which limits the termination fee to 60 days of lease payments.**

On March 18, two proposals were deemed responsive and given to a selection committee ("the Committee") for evaluation. The proposal submitted by Model 1 Commercial Vehicles, Inc. ("Model 1") with the highest evaluation score, is recommended for providing the vehicles.

Due to supply chain delays, Model 1 has guaranteed a delivery date no later than August 8. Staff is hopeful that these vehicles will be received earlier. **Service will begin as soon as they arrive.**

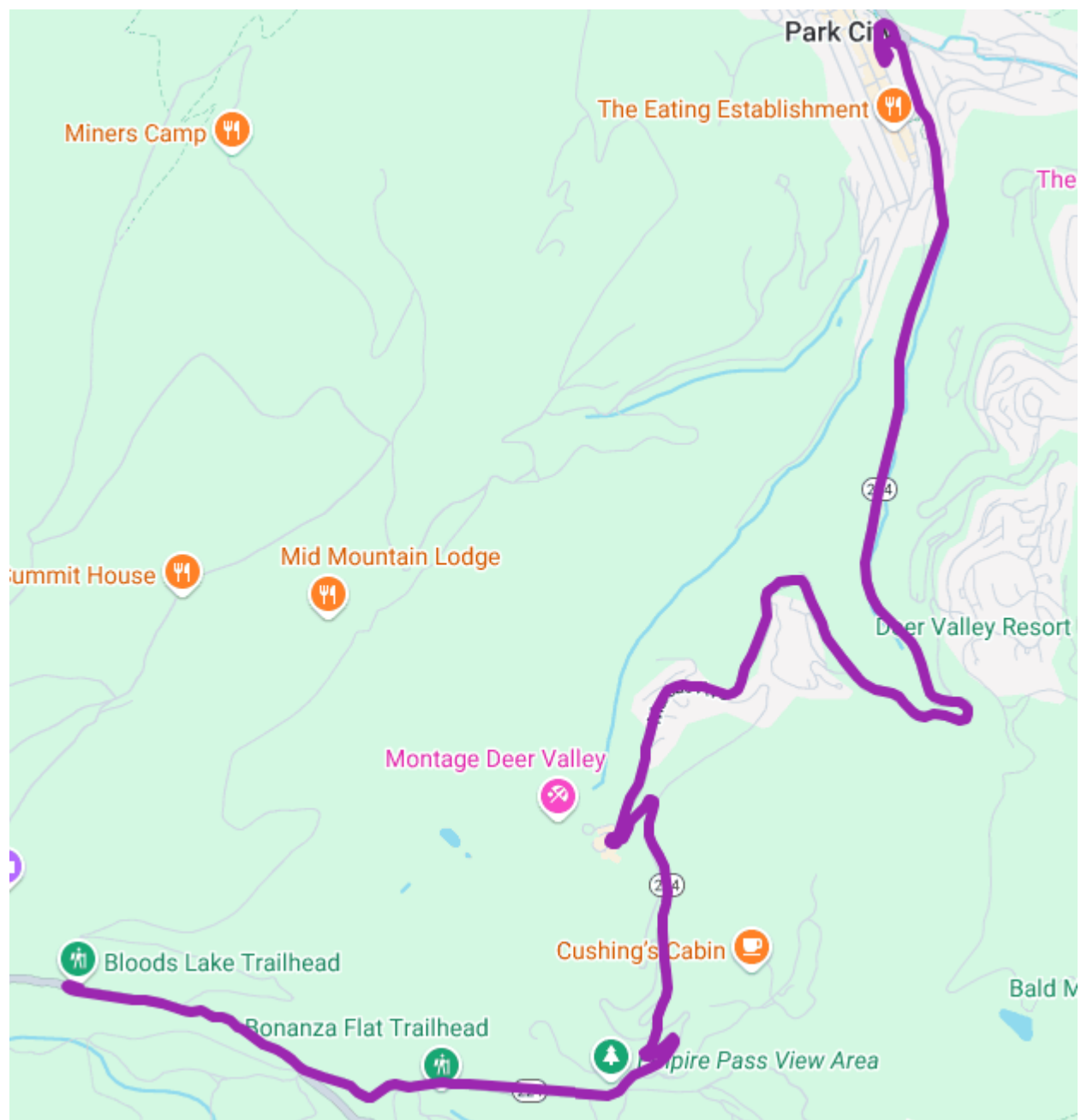
## Funding

Funding will come from the Transportation Fund's accrued Flagstaff Transfer Fees.

## Exhibits

Exhibit A: Proposed Transit to Trails Routing Map





## City Council Staff Report

**Subject: Frontline Worker Appreciation Month**

**Author: Michelle Kellogg, City Recorder**

**Department: Executive**

**Date: April 24, 2025**



### Recommendation

Pursuant to a request by the Lubetsky Family Foundation and the consent from three or more City Council members, consider approving a resolution proclaiming May 2025 as Frontline Worker Appreciation Month.

### Executive Summary

Launched in 2020 by KIND Snacks Founder Daniel Lubetzky, Frontline Impact supports the people on the frontlines who provide safety, guidance, and care to everyone in our communities, even in times of crisis.

### What is Frontline Worker Appreciation Month?

Every day, frontline workers show up for us—from teachers shaping the future to healthcare workers saving lives, from firefighters and EMS rushing into emergencies—frontline workers keep our communities safe, healthy, and thriving. Whether it's wildfires, floods, pandemics, a cold, a cat in a tree, or reading comprehension — frontline workers are there. Even as resources become more limited and challenges multiply, they continue to serve.

### Why Support Frontline Worker Appreciation Month?

- Recognition & Morale Boost – Acknowledging frontline workers' dedication fosters a sense of value and appreciation, improving job satisfaction and morale.
- Community Engagement – Celebrating their contributions strengthens community ties, encouraging public support and respect for those who serve daily.
- Retention & Recruitment – Demonstrating appreciation helps retain experienced workers and attracts new talent to essential frontline professions.

### Some Facts About Frontline Workers:

- Economic Stability: Frontline workers, such as those in healthcare, retail, and transportation, constitute approximately 70% of the U.S. workforce, playing a crucial role in maintaining economic stability and ensuring the continuous operation of essential services.
- Public Health and Safety: Healthcare professionals, including nurses and community health workers, play a crucial role in delivering medical care and health education, significantly improving community health outcomes. Their efforts lead to increased access to healthcare services, enhanced health screenings, and better understanding between community members and the healthcare system.
- Education and Development: Educators and childcare providers are fundamental in fostering learning and development, ensuring the continuous education of future generations.

- Community Resilience: During crises, such as the COVID-19 pandemic, frontline workers have been instrumental in maintaining essential services, thereby enhancing community resilience and cohesion.

## **Exhibits**

A: Frontline Worker Appreciation Month Resolution

**A RESOLUTION PROCLAIMING MAY 2025 AS FRONTLINE WORKER  
APPRECIATION MONTH**

WHEREAS, frontline workers are the builders of our community, exercising curiosity, compassion, courage, and creativity to provide essential services that ensure the safety, health, and education of our residents; and

WHEREAS, over nine million healthcare workers across the United States serve in hospitals, clinics, and long-term care facilities, often placing themselves at risk to provide lifesaving care; and

WHEREAS, firefighters respond to an estimated 36 million emergency calls each year, over 800,000 sworn law enforcement officers nationwide work tirelessly to uphold the law and ensure public safety, and emergency medical services (EMS) personnel respond to more than 240 million calls annually; and

WHEREAS, teachers dedicate their careers to shaping the future of our communities, with over 3.7 million educators in the U.S. providing knowledge and guidance to our youth; and

WHEREAS, frontline workers embody the essence of Builders - flexible thinkers and constructive problem solvers who respect the dignity of all people - by dedicating themselves to overcoming challenges and uniting communities.

NOW, THEREFORE, the Park City Council does hereby proclaim the month of May as

**FRONTLINE WORKER APPRECIATION MONTH**

and encourages all residents to join in recognizing and honoring the heroic contributions of our healthcare workers, firefighters, law enforcement officers, EMS personnel, and teachers.

PASSED and Adopted this 24<sup>th</sup> day of April, 2024.

PARK CITY MUNICIPAL CORPORATION

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Mayor Nann Worel

Attest:

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Michelle Kellogg, City Recorder

Approved as to Form:

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Margaret Plane, City Attorney





## City Council Staff Report

**Subject:** 2025 Wildfire Awareness Month Resolution  
**Author:** Mike McComb, Dave Thacker, Cherie Wellmon, Logan Jones  
**Department:** Police, Building, Trails/Open Space  
**Date:** April 24, 2025

### Recommendation

We recommend Council approve the proposed resolution proclaiming May 2025 as Wildfire Awareness Month.

### Executive Summary

- Wildfire remains the most likely - and potentially the most dangerous - natural hazard faced by Park City. In addition to the immediate physical losses and threat to public safety, a devastating wildfire could have enduring negative economic consequences regardless of season. These economic effects could carry well beyond City limits, with lasting Statewide economic impact over the long-term as a likely result of reduced tourism levels in the wake of a large-scale wildfire in resort areas, State and National forests, or backcountry.
- Proclaiming May as Wildfire Awareness Month keeps focus on the scope and scale of the issue of public and economic protection, forest health, large-scale wildfires, and impacts on humans and wildlife living in the wildland urban interface.

### Analysis

Wildfire remains the most likely - and potentially the most dangerous - natural hazard faced by Park City. As a tourist-based economy, a devastating wildfire could not only impact thousands of homes, businesses, and industries but could have enduring negative economic consequences regardless of season. These impacts could carry well beyond City limits, with lasting Statewide economic impact over the long-term as a likely result of reduced tourism levels in the wake of a large-scale wildfire in resort areas, State and National forests, or backcountry.

A [recently-conducted poll](#) of Park City residents ranked wildfire and associated impacts as top concerns, reflecting the wide-scale negative impacts of recent large wildfires throughout the country, including in California, South Carolina, and Florida. Already in 2025, more than 396,631 acres have burned throughout the Nation, most in large wildfires.

According to the [National Interagency Fire Center](#), humans continued to cause nearly 90% of wildfires Nationwide in 2024, resulting in 64,897 wildfires that burned 8,924,884

acres. The total number of fires and acres burned were both above the five and 10-year averages. Nationally, a total of 4,552 structures were destroyed by wildfires in 2024.

Of those totals, Utah experienced 747 human-caused fires out of 1,211 total (61%), burning a total of 64,786 acres out of 90,417 (72%). The most recent local wildfire, the [Yellow Lake Fire](#) near Francis burned 33,045 acres, and lasted from September 28<sup>th</sup> and wasn't fully contained until November 30<sup>th</sup>. The Yellow Lake Fire was an anomaly, starting as late in the fall as it did, a time of year typically considered well past wildfire season.

As a result, the City makes every effort to mitigate and control the risk of wildfire within City limits and actively seeks opportunities to work cooperatively with neighboring landowners and jurisdictions to reduce the risk. Some of the actions we have taken over the past years include:

- Updated the Community Wildfire Preparedness Plan, with work starting on the next five-year update
- Prepared a Community Wildfire Risk Assessment
- Adopted the Utah Wildland-Urban Interface Code and associated Land Management Code amendments, with a focus on creating a more resilient landscape and structures
- Continue to complete annual targeted defensible space/fuels reduction projects throughout City-owned properties, and work with community partners on wildfire mitigation projects
- Offer individual homeowner wildfire risk assessments
- Participate in the Western Summit County Fuels Committee, to plan and coordinate cooperative fuels management practices to protect properties and jurisdictions
- Participate in the Forestry, Fire, and State Lands Interlocal Agreement
- Conduct ongoing community outreach regarding wildfire risk
- Maintain certification as a Firewise USA community

## Exhibits

### A      *Proposed Resolution*



## **Resolution No. 05-2025**

### **A RESOLUTION PROCLAIMING MAY AS WILDFIRE AWARENESS MONTH**

WHEREAS, Official months may be set aside to increase awareness of serious issues that affect the lives of citizens of Park City; and

WHEREAS, Attendant to such concern, it is the sense of Council to proclaim May 2025, as Wildfire Awareness Month in Park City, in conjunction with the observance of National Wildfire Awareness Month; and

WHEREAS, National Wildfire Awareness Month dedicates the entire month of May to increasing prevention and preparedness for wildfires throughout the United States; and

WHEREAS, According to the National Interagency Fire Center, humans continued to cause nearly 90% of wildfires Nationwide in 2024, resulting in 64,897 wildfires that burned 8,924,884 acres. The total number of fires and acres burned were both above the five and 10-year averages. Nationally, a total of 4,552 structures were destroyed by wildfires in 2024; and

WHEREAS, A large wildfire in the Park City area could be physically and economically devastating for multiple years; and

WHEREAS, There are steps to take to prevent wildfires; from using fire-resistant building materials and creating defensible space, to following safety protocols for handling fire when camping, the community can take part in reducing the occurrence of wildfires; and

WHEREAS, The responsibility to be aware and alert belongs to everyone – including visitors, businesses, and residents in our tourism-based economy; as mobile as our lifestyles have become, everyone needs to be prepared; and

WHEREAS, It is imperative that there be greater awareness of both the prevention of and preparedness for wildfires, and more must be done to increase these activities at the local, State, and National levels;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Park City, Utah to proclaim May 2025 as Wildfire Awareness Month in Park City.

PASSED AND ADOPTED this 24th day of April, 2025

PARK CITY MUNICIPAL CORPORATION

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Nann Worel, Mayor

Attest:

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Michelle Kellogg, City Recorder

Approved as to form:

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City Attorney



## City Council Staff Report

**Subject: Resolution Prohibiting Use of Ignition Sources, Including Open Flames and Fireworks**

**Author: Cherie Wellmon**

**Department: Building**

**Date: April 24, 2025**

### Recommendation

Consider adopting the proposed resolution (Exhibit B) to prohibit ignition sources, including open flames and fireworks, throughout the Park City municipal boundaries from June 15, 2025, through October 31, 2025.

### Executive Summary

The International Fire Code (IFC), as adopted by the State of Utah and Park City Municipal Code, Section [11-9-3](#), allows the City Council to prohibit ignition or use of ignition sources, open flames, and fireworks when the Park City Fire Marshal determines that existing or historical hazardous environmental conditions within the City necessitate restrictions on those ignition sources.

### Analysis

Wildfire remains Park City's most likely and potentially the most dangerous natural hazard. Wildfire could impact thousands of homes, businesses, and industries and have long-lasting negative social and economic consequences.

Historical hazardous environmental conditions, coupled with established wildland fire areas throughout the City, create fire safety concerns for residents and structures, which we aim to minimize and mitigate.

As a result, we recommend Council consider proactive restrictions on the use of ignition sources throughout the City which are entirely made up of mountainous, brush-covered, forest-covered, dry grass-covered, and wildland-urban interface areas (see map attached as Exhibit A).

### Criteria and Declaration

Under [Utah State Fire Code Act section 15A-5-202.5](#), a municipal legislative body may prohibit the use of an ignition source, including fireworks, in a defined area after finding that historical hazardous environmental conditions have existed prior to July 1 in at least two of the preceding five years, and a map of the defined area closed to fireworks shall be provided to the county in which it is located by May 1. Due to elevated wildfire risks, open flames and fireworks were prohibited prior to July 1 in 2021 and 2022. The outline below describes the criteria used to adopt the prohibition of fireworks along with environmental conditions between 2021 and 2024.



## 2021

- Prohibition enacted on June 17, 2021
- Statewide Stage 1 Fire Restriction ordered by Governor's office
- Statewide prohibition of fireworks and displays
- PCMR canceled fireworks show
- Aug. 14, 2021, Parleys' fire which burned 540 acres

## 2022

- Prohibition enacted on June 23, 2022
- Low snowpack at 50% to 70% of normal
- Existing drought conditions
- Existing dead and live fuel moistures below normal
- Forecasted temperatures above normal
- Maximum humidity between 50-60%
- Average Energy Release Component (ERC) of 53 at the time, projected to increase to over 70

## 2023

- Prohibition enacted on July 13, 2023
- Increased fine fuel and sagebrush growth
- Existing temperatures were predicted to increase from 5° to 10° above normal throughout the summer months with windy conditions
- Maximum humidity between 48-57%
- Average Energy Release Component (ERC) of 30 projected to increase to 63

## 2024

- Prohibition enacted on July 11, 2024
- Summit County Fire Warden increased fire danger to high then moved to very high and extreme on July 16.
- Yellow Lake Fire started on Sept. 28 and burned over 33,000 acres.

The recommendation is made with assistance from the Chief of Police, Emergency Manager, and the Park City Fire District. Requests for an exception to the prohibition that can be made through the Building Department and will be evaluated on a case-by-case basis. Requests are evaluated for compliance with the International Fire Code, Park City Land Management Code, and local environmental conditions. This prohibition does not extend to previously permitted firepits, gas stoves, or charcoal barbeque grills used in accordance with manufacturers' specifications.

The Building Department will continue working with the Community Engagement Team to provide community notification and information about the prohibition of open flames.

### **Proposed Action**

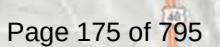
Adopt the proposed resolution (Exhibit B) prohibiting ignition sources, including open flames and fireworks, throughout the Park City municipal boundaries from June 15, 2025, through October 31, 2025.

**Exhibits**

A – Ignition Prohibition Map

B – Proposed Resolution Prohibiting Use of Ignition Sources in Park City







## **Resolution 06-2025**

### **A RESOLUTION PROHIBITING THE USE OF IGNITION SOURCES, OPEN FLAMES, AND FIREWORKS IN PARK CITY**

WHEREAS, the City Council of Park City, Utah, and the Park City Fire Marshal desire to reduce the threat of wildfires, which may cause extensive damage and economic hardship within the City; and

WHEREAS, pursuant to Utah Code § 15A-5-202.5 and Park City Municipal Code § 11- 9-3, when the City Fire Marshal determines that existing or historically hazardous environmental conditions necessitate controlled use of an ignition source and open flames, City Council may prohibit the ignition or use of an ignition source in mountainous, brush-covered, forest-covered, dry grass-covered, and wildland urban interface areas, as well as areas near waterways, trails, canyons, washes, ravines, or similar areas; and

WHEREAS, the area comprising the Park City municipal boundaries is entirely made up of mountainous, brush-covered, forest-covered, dry grass-covered, and wildland urban interface areas, as well as areas near waterways, trails, canyons, washes, ravines, or similar areas; and

WHEREAS, based on the information provided by the City Fire Marshal, the City Council has determined that historical hazardous environmental conditions have existed in the above-identified areas before July 1 in 2021 and 2022; and

WHEREAS, based on the determination of the City Fire Marshal, the City Council finds that current and historical hazardous environmental conditions necessitate controlled use of ignition sources throughout the City, which is entirely made up of the above-identified areas;

**BE IT RESOLVED BY THE CITY COUNCIL OF PARK CITY, UTAH, THAT:**

Unless explicitly approved through the issuance of a written permit, the Park City Council prohibits the use of any ignition source, including open flames and fireworks, throughout the Park City municipal boundaries from June 15, 2025, through October 31, 2025.

This resolution passed and adopted this 24th day of April, 2025.

PARK CITY MUNICIPAL CORPORATION

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Mayor Nann Worel

Attest:

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Michelle Kellogg, City Recorder

Approved as to form:

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City Attorney's Office





## City Council Staff Report

**Subject:** 516 Marsac Avenue (Old Peace House) Construction Contract  
**Authors:** Rhoda Stauffer, Housing Program Manager and  
Dave Gustafson, Construction Project Manager  
**Department:** Housing  
**Date:** April 24, 2025  
**Type of Item:** Administrative

### Recommendation

Request to authorize the City Manager to execute a contract with Bailey Builders, Inc., not to exceed \$1,598,742.01, in a form approved by the City Attorney's office to renovate the property at 516 Marsac into a triplex.

### Background

Following an Invitation to Bid process, the Council approved a construction contract with Big Horn Contractors on [March 20, 2025](#) for \$1,484,329.00. During the contracting process, Big Horn was unable to provide the required payment and performance bonds and dropped out.

All original bids were within the limits set aside for the project, or the estimated \$1.8M. Therefore, to incur no further delays and begin construction this Spring, the Housing and Engineering Teams recommend the next highest bidder, Bailey Builders. Bailey can provide the necessary bonding and is available to begin work as soon as the contract is executed.

The Housing Team solicited the original bids using a pre-qualified vendor list. On January 29, 2024, a Request for Statements of Qualification (RSOQ) process was completed to qualify a list of vendors for relatively small construction and refurbishment projects. The resulting list contains seven general contractors and is good for three years, and increases the City's efficiency, or speed to obtain construction services.

Three bids were reviewed by members of the Housing Team, Shape Architecture, and Dave Gustafson, our project manager, to ensure each bidder was experienced and the bid was responsive to the solicitation. Bids received were as follows:

| Bidder                       | Bid Amount     |
|------------------------------|----------------|
| Big Horn Contractors, LLC    | \$1,484,329.00 |
| Bailey Builders, Inc.        | \$1,598,724.01 |
| New Star General Contractors | \$1,741,984.25 |

### Funding

The City allocated funds for this project in FY 2023 from the Lower Park Ave RDA bond funds and the Additional Resort Communities Sales Tax revenue to support the increase in affordable housing opportunities for municipal workers seeking housing within Park City Municipal limits.

## City Council Staff Report



**Subject:** Bonanza Park Mixed Use Zoning District  
Land Management Code Amendments  
**Application:** PL-24-06024  
**Authors:** Rebecca Ward, Planning Director  
Alec Barton, Senior Planner  
**Date:** April 24, 2025  
**Type of Item:** Legislative

### Recommendation

(I) Review proposed Land Management Code Amendments to create the Bonanza Park Mixed Use Zoning District (Exhibit A), (II) conduct a public hearing, and (III) provide input on feasibility and project enhancements for Planning Commission consideration for their final review and formal recommendation scheduled for May 14, 2025. The final recommended amendments are scheduled for Council consideration on May 22, 2025.

### Description

|                               |                                                                                                                                                                                    |
|-------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Applicant:                    | Planning Department                                                                                                                                                                |
| Location:                     | Bonanza Park Neighborhood                                                                                                                                                          |
| Existing<br>Zoning Districts: | General Commercial<br>Light Industrial<br>Frontage Protection Zone                                                                                                                 |
| Proposed<br>Zoning District:  | Bonanza Park Mixed Use (BPMX)<br>Frontage Protection Zone                                                                                                                          |
| Reason for Review:            | The Planning Commission reviews and makes recommendations to City Council regarding rezones and Land Management Code amendments. The City Council takes Final Action. <sup>1</sup> |

### Background

The current zoning allows up to three stories in height for commercial uses, with limited residential uses.<sup>2</sup> The neighborhood is generally underdeveloped – predominantly consisting of surface-level parking lots with one- and two-story commercial buildings and residential clusters built decades ago. The street, pedestrian, and bicyclist network lacks connectivity and modern amenities and prioritizes vehicles and parking.

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<sup>1</sup> LMC [§ 15-1-7](#) Amendments to the Land Management Code and Zoning Map

<sup>2</sup> LMC [§ 15-2.18-1\(A\)](#) General Commercial District Purpose



Figure 1: Bonanza Park Small Area Plan Boundary, p. 25

The vision of the [Bonanza Park Small Area Plan](#) (the Plan) was developed after an extensive public engagement process and adopted by the City Council on July 11, 2024. It works to transform a car-centric neighborhood into a local vibrant, “*more walkable, connected, livable, and inclusive community for current and future Parkites of all ages.*”<sup>3</sup> To accomplish this, the Plan recommends six goals:

<sup>3</sup> Please refer to the [June 27, 2024, City Council Staff Report](#) for a summary of public engagement. The Plan is a supplement to the General Plan and the LMC implements the goals and policies of the General Plan.



After considerable review, the Planning Commission recommends the following:<sup>4</sup>

- Begin with a phased approach** – The Bonanza Park neighborhood is 200 acres with distinct sub-neighborhoods, including Snow Creek, portions of Prospector Square Property Owners Association, and residential and commercial properties east of Bonanza Drive. Due to the unique street network challenges and sites within the core of Bonanza Park – between Park Avenue, Kearns Boulevard, Bonanza Drive, and Deer Valley Drive East – initiate the new Zoning District within the core and then work through sub-zones to expand the District to ensure neighborhood compatibility.

<sup>4</sup> The Commission reviewed and discussed the draft code on October 23, 2024 ([Packet](#), Item 4.A; [Minutes](#), p. 2), December 11, 2024 ([Packet](#), Item 5.A; [Minutes](#), p. 2), February 12, 2025 ([Packet](#), Item 6.A; [Minutes](#), p. 7), March 12, 2025, ([Packet](#), Item 5.F; [Minutes](#), p. 22), and April 9, 2025 ([Packet](#), Item 5.D; [Meeting Recording](#)).





Figure 2: Phase I of the Bonanza Park Mixed-Use District focuses on the core neighborhood to improve connectivity

- **Set the Foundation for Critical Connections** – Street types and sidewalk, trail, and signature trails are established for improved connectivity (lines 107-177). Property owners dedicating critical street connections may qualify for increased density (lines 722-766).
- **Encourage Vibrant Streetscapes** – Implement vertical zoning for vibrancy along internal neighborhood streets with active uses on the storefront level and residential and office uses on the upper stories (lines 279-284 and 588-598).
- **Require Pedestrian-Oriented Design** – Outline design guidelines for mixed-use pedestrian-scale development that is walkable, with community green spaces connected throughout (lines 435-721).
- **Support Multi-Modal Transportation** – Encourage underground parking and significant parking reductions (lines 761-764) and require transportation demand management plans for increased transit ridership and pedestrian and bike infrastructure to mitigate traffic (lines 872-1096).
- **Encourage Existing Property Owners to Support Critical Connections** – Establishes a path for existing property owners to reduce and transform existing parking into public access easements or community spaces that enhance walkability, bicycling, and transit ridership (lines 178-194).

The new mixed-use district balances the sometimes competing aspects of redevelopment goals with feasibility:

- **Conditioned Increased Height** – The current code allows height exceptions for Master Planned Developments, but only if there is no increase in density. The proposed code allows for height exceptions up to 45 feet with an increase in density when project enhancements like affordable, attainable, and workforce



housing, underground parking, transit and pedestrian/bicyclist improvements, and community-serving uses are provided (lines 722-871).

- **Conditioned Reduced Setbacks** – In the current code, perimeter setbacks are 25 feet for Master Planned Developments proposed on sites larger than two acres. In the proposed code, when project enhancements are provided, there is a potential for setback reductions. Developers must still provide 30% open space, but flexibility with setbacks allows for increased green spaces incorporated within projects (lines 244-247).
- **Allow for Affordable Master Planned Development Flexibility** – The current AMPD code allows for increased height, reduced setbacks and open space, and the potential for reduced parking but limits uses other than residential to 10,000 square feet and requires setbacks between the third and fourth stories. The proposed code incorporates elements of the AMPD but with greater flexibility for mixed-use projects and allows for a blend of units ranging from affordable to attainable to market-rate, so long as average Area Median income is achieved, with by-right parking reductions (lines 722-760).<sup>5</sup>

Staff is working to incorporate updates discussed in the Commission's April 9 meeting including refining the vantage point criteria for the Frontage Protection Zone and shifting Conventional Chain Businesses from Conditional Uses to regulate through square footage limitations. On April 9, the Commission discussed how the DoubleTree Hotel (formerly The Yarrow) at 1800 Park Avenue will become a non-conforming use under the new zone. No new application for redevelopment would be possible unless it complied with the new code or reduced the degree of non-conformity pursuant to LMC [Chapter 15-9](#). The Commission discussed whether to exclude the 1800 Park Avenue property and similar properties but recommended including these properties within the rezone. A modification to the Rail Trail east-west connection between Bonanza Drive and Park Avenue is also being evaluated for a potential shift to Iron Horse Drive.

To prepare for the Planning Commission's final review and recommendation to the Council on May 14, Planning requests the Council's input on the proposed (I) development and feasibility and (II) project enhancements and criteria.

**(I) The draft code is feasible for existing property owners. However, feasibility for new or future property owners may only be achieved through deeper incentives through public financing or City-sponsored land partnerships.**

Goal 1 in the Plan is to create a new Mixed-Use District that allows for increased density when new development provides significant community benefits. The draft code offers increased density when project enhancements are provided:

- **Height** – Buildings may be up to 45 feet in height outside of the Frontage Protection Zone.
- **Setbacks** – Master Planned Development perimeter setbacks are reduced.

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<sup>5</sup> Staff continues to refine the Conventional Chain Business section of the draft code and Vantage Points to reflect recent Commission input.

- **Parking** – baseline parking is reduced, and further reductions may be granted.

As the draft code was developed, the feasibility of future redevelopment was also evaluated. According to a Zions Public Finance feasibility analysis, the draft code incentivizes redevelopment for existing property owners that experience little to no land costs (same applies to the City or its partners) (Exhibit B). However, redevelopment is less feasible for future investors who must incur land acquisition costs to preserve important community visions for the neighborhood identified during community engagement, including limitations on height – especially within the Frontage Protection Zone.

However, levers within the new code that may improve feasibility for new landowners or future investors include:

- **Nightly Rentals** – The existing zone allows for nightly rentals and hotels. To create a neighborhood for locals, the Plan recommends limiting nightly rentals and hotels. The draft code allows for Boutique Hotels up to 75 rooms but prohibits nightly rentals of residential units. Allowing limited nightly rentals is a lever that may increase feasibility.
- **Minimum Parking Reduction Requirements** – The Plan recommends lowering parking requirements. It allows applicants to request further reductions if they develop an adequate Transportation Demand Management Plan outlining how the project will support increased transit ridership, carpooling, and pedestrian and bicyclist infrastructure and connectivity. However, the code could require parking reductions to further feasibility, as is becoming more common in many mixed-use areas.
- **Flexibility in the Frontage Protection Zone** – The Plan recommends updating the Frontage Protection Zone to ensure the City’s entry corridors remain scenic and awe-inspiring. Allowing flexibility in the Frontage Protection Zone with building height furthers feasibility.

The purposes of the Frontage Protection Zone (FPZ) include preserving the City’s scenic view corridors, enhancing the rural resort character, and providing a significant landscaped buffer between the development and our two highways.



Figure 3: Google Maps Image Entering Bonanza Park along SR 248

The FPZ along Park Avenue, Kearns Boulevard, and Deer Valley Drive, for example, prohibits buildings within the first 30 feet and requires Planning

Commission approval of a Conditional Use Permit for buildings within 30- to 100-feet, highlighted in orange below:

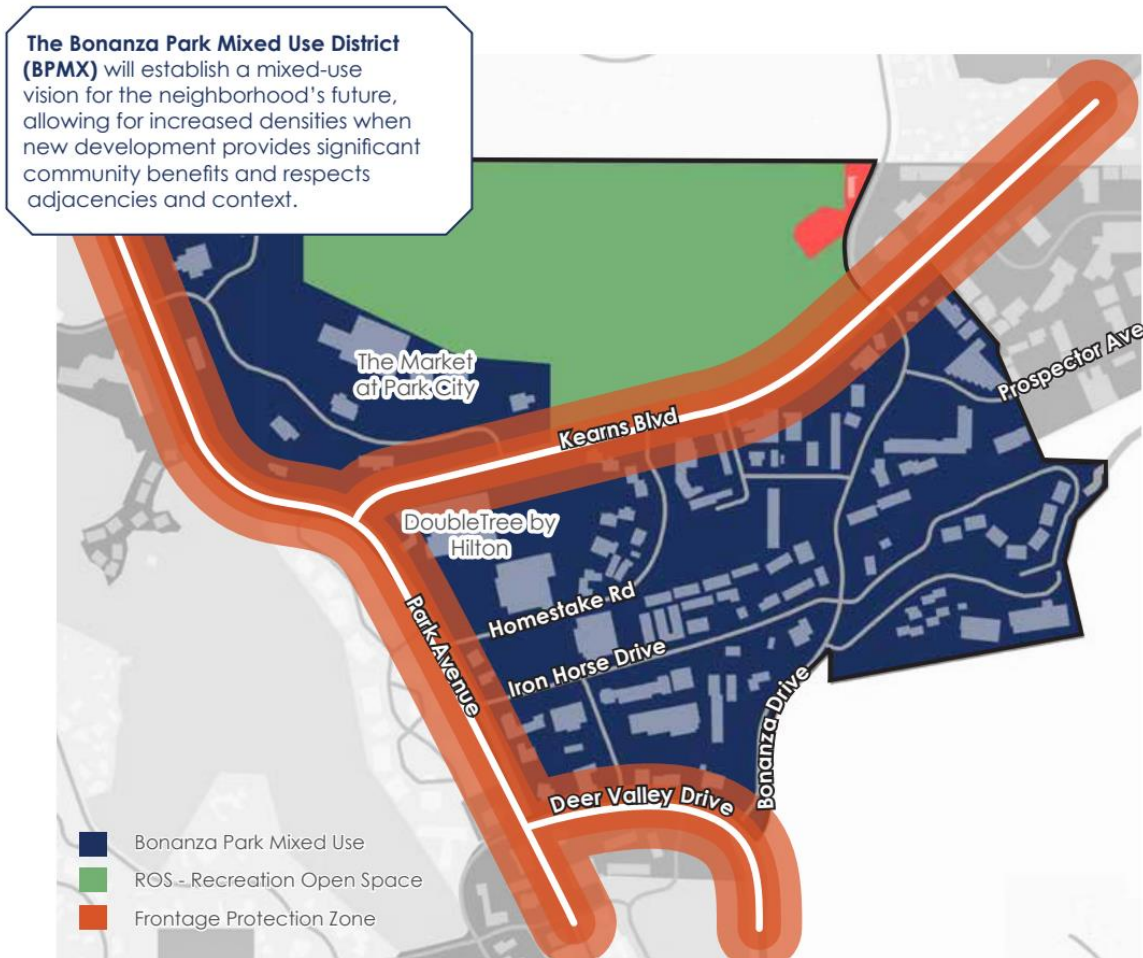


Figure 4: The Bonanza Park Small Area Plan, p. 55

The table below compares the existing and proposed FPZ:

|                                        | Existing FPZ                                                             | Proposed FPZ                                                                              |
|----------------------------------------|--------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|
| <b>Building Height</b>                 |                                                                          |                                                                                           |
| 0- to 30-foot FPZ                      | Buildings prohibited                                                     | Buildings prohibited                                                                      |
| 30- to 100-foot FPZ                    | 35 feet from Existing Grade with additional height possible for an AMPD. | 25 feet at the 30-foot FPZ setback with a 10-foot stepback to 35 feet from Existing Grade |
| <b>Building Height Exceptions</b>      |                                                                          |                                                                                           |
| Antennas, chimneys, flues, vents, etc. | 5 feet above the highest point of the Building                           | 5 feet above the highest point of the Building; must be stepped back 15 feet from façade  |

|                                       |                                         |                                                                               |
|---------------------------------------|-----------------------------------------|-------------------------------------------------------------------------------|
| Water towers and mechanical equipment | 5 feet above the height of the Building | 5 feet above height of the Building; must be stepped back 15 feet from façade |
| Elevator penthouses                   | 8 feet above zone height                | 8 feet above zone height; must be stepped back 20 feet from façade            |

### ***Building Stepbacks***

|                     |               |                                          |
|---------------------|---------------|------------------------------------------|
| 30- to 50-foot FPZ  | None required | 10 feet for each story above two stories |
| 50- to 100-foot FPZ | None required | None required                            |

### ***Uses***

|                   |                                                                                                                                         |                                                                                                                                                                                                            |
|-------------------|-----------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                   | Two municipal identification signs, one within SR 224 entry corridor and the other within SR 248 entry corridor.                        | The existing allowances remain in effect.<br><br>Additionally, the following would be allowed within the 30-foot FPZ:                                                                                      |
| 0- to 30-foot FPZ | At-grade sidewalks, trails, public plazas, temporary signs, Public Transit Amenity Areas, directional signs, and utility installations. | Landscaping and pedestrian-focused infrastructure: <ul style="list-style-type: none"> <li>• Bike racks</li> <li>• Public art, provided it does not impede pedestrian or bicyclist connectivity.</li> </ul> |

The proposed code is more restrictive than the current code, and there has been discussion of whether the FPZ is too restrictive and whether the City's entry corridor and rural resort character are protected if height allowances begin at 50 to 75 feet, or within the current standard of 100 feet.

The Commission recommends allowing up to 25 feet in height at the 30-foot FPZ setback with a 10-foot stepback to 35 feet, retaining the 35 feet in height for the 100-foot FPZ. The images below illustrate volumetrics only and are not representative of future buildout:

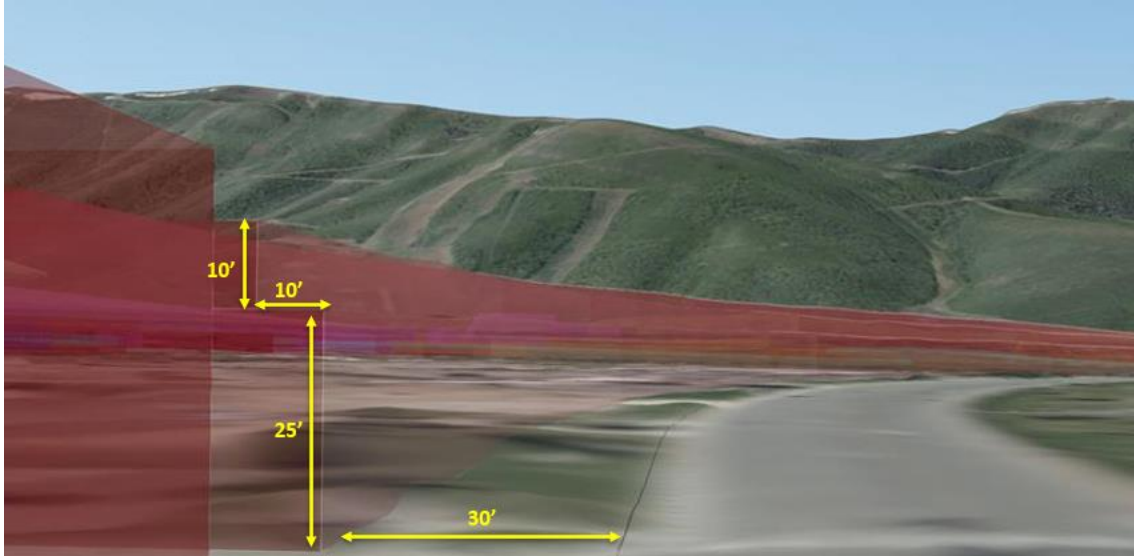


Figure 5: Looking westerly on Kearns Boulevard and Bonanza Drive intersection, 25-foot height at 30-foot FPZ setback with 10-foot stepback to 35 feet in height (proposed code).

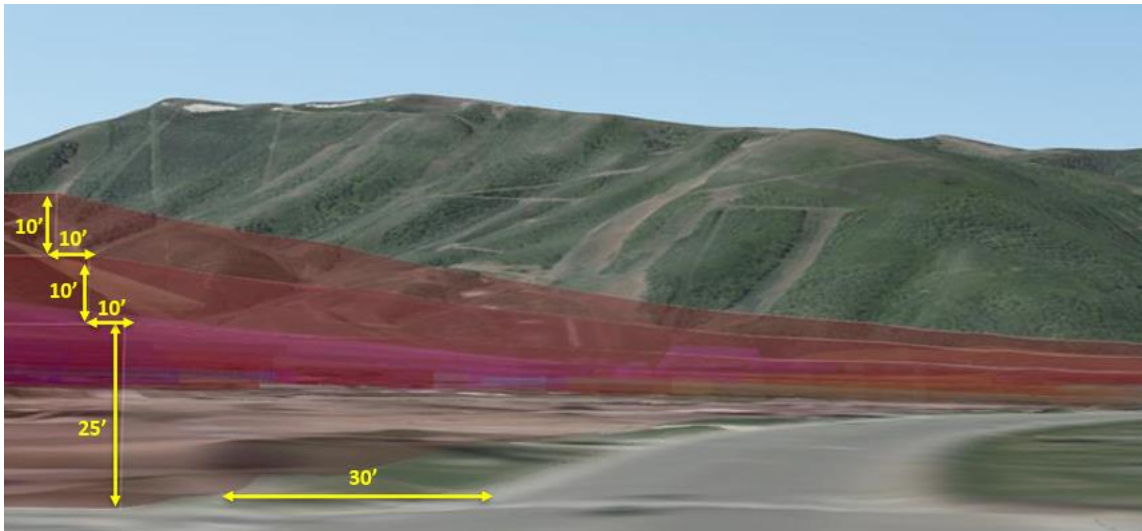


Figure 6: Looking westerly on Kearns Boulevard and Bonanza Drive intersection, 25-foot height at 30-foot FPZ setback with ten-foot setbacks to maximum height of 45 feet at 50-foot FPZ setback.



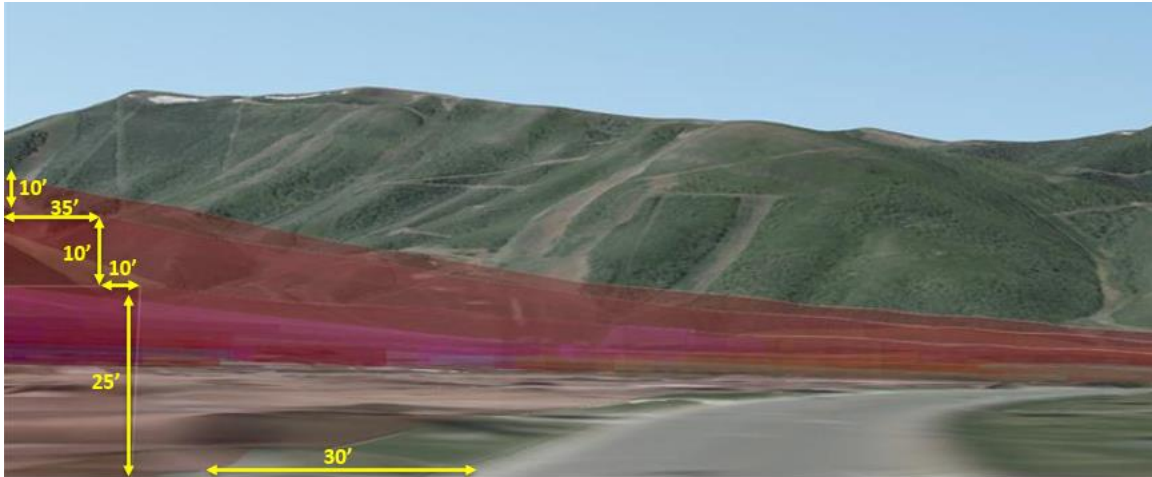


Figure 7: Looking westerly on Kearns Boulevard and Bonanza Drive intersection, 25-foot height at 30-foot FPZ setback with ten-foot setbacks to maximum height of 45 feet at 75-foot FPZ setback.

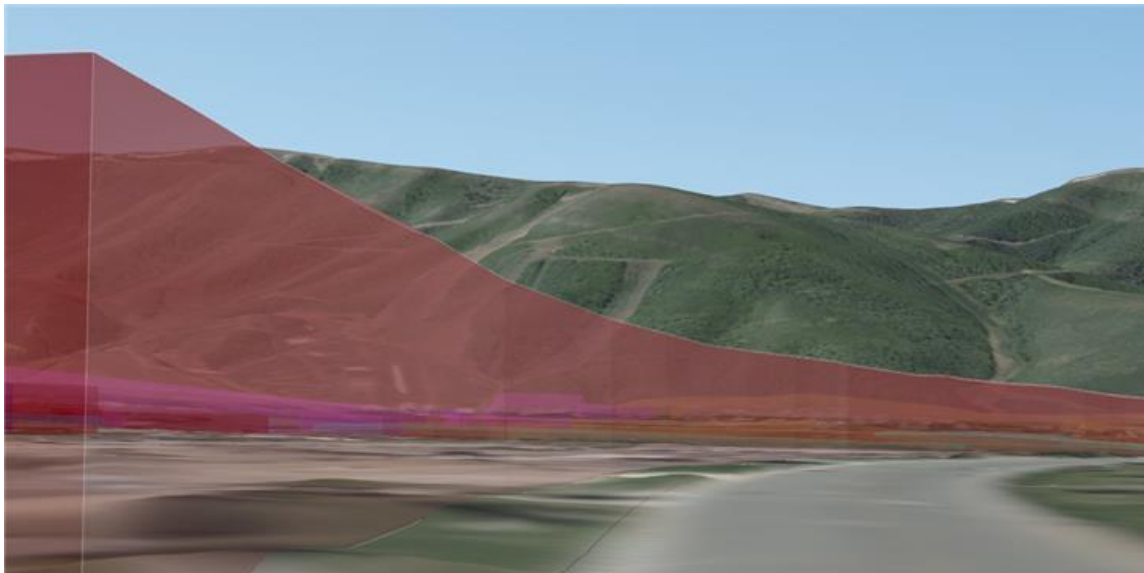


Figure 8: 45 feet in height at 30-foot FPZ with no setbacks.

***Are there additional considerations the Council would like staff and the Commission to evaluate prior to the Commission's formal recommendation to Council?***

## **(II) Updated Project Enhancements**

When the Planning Commission forwarded a recommendation to the City Council to adopt the Plan, the Commission recommended a joint meeting for greater alignment. Pursuant to Council direction, we conducted individual meetings with Councilmembers last fall to gather recommendations for project enhancements for Planning Commission consideration. Initial input included creating less discretion in project review and allowing flexibility for what qualifies as desired “gets” or incentives to obtain additional height, including housing, parking, sustainability, and enhancements like childcare facilities, local outdoor spaces that provide music, entertainment, and seasonal

activation, and limitations on chain businesses.

Planning Commission liaisons met with Councilmembers this spring to discuss the progress of the project enhancements component. Additional City Council input for Planning Commission consideration includes the following:

- Clear thresholds to qualify for project enhancements, including minimum standards for affordable housing, car and bike share installations, public transit improvements, sustainability, on-site childcare facilities, and outdoor public spaces.
- Reevaluate Tier B criteria regarding reduced rent for local businesses to consider limitations on square footage for incubator spaces or prohibition of conventional chain businesses.
- Evaluate the lowest possible “get” to obtain additional density.
- Consider the possibility of a Tier C for lower-priority enhancements.
- Reconsider childcare and senior facilities and evaluate broadening the term to include additional community-serving uses.
- Streamline the planning process to ensure predictable outcomes.

Project Enhancements are intended to provide early project predictability and allow flexibility in selecting incentives to qualify for additional Building Height of up to 45 feet from Existing Grade outside of the Frontage Protection Zone (FPZ):

- The project provides two Tier A enhancements; or
- The project provides one Tier A and at least two Tier B enhancements.

In addition to increased height, a project may qualify for reduced Setbacks if additional enhancements are provided:

- The project provides two Tier A (and one is Housing) and at least one Tier B enhancement; or
- The project provides one Tier A (Housing) and at least four Tier B enhancements.

### **Tier A Project Enhancements**

Tier A Project Enhancements are high-value enhancements filling a critical community need:

**Deed-Restricted  
Affordable  
Housing**

**Underground  
Parking**

**Critical Street and  
Trail Connections**

- **HOUSING.** At least 25% of total project square footage is deed-restricted affordable at an average AMI of 60% or 35% of total square footage is deed-restricted at an average AMI of 80%. Inclusion of a mix of residential units that meets a range of community needs – workforce, affordable, attainable, senior housing, etc. and sets a baseline average of 60% AMI or 80% AMI or as otherwise established in the City’s Affordable Housing Resolution. Provision of units should be based on the mix of owner-occupied and rental units from the most up-to-date Housing Needs Assessment. Housing must be provided on site and be deed restricted.
- **PARKING.** The applicant requests a substantial parking reduction, submits an effective Transportation Demand Management Plan that reduces parking demand and single-occupancy vehicle trips, and provides at least 90% of the project parking underground.
- **CRITICAL CONNECTIONS.** The applicant dedicates right-of-way outlined in Section 15-2.27-3.

### **Tier B Project Enhancements**

Tier B Project Enhancements are important features or programs contributing to neighborhood vibrancy, including:



- **CAR SHARE PROGRAM FOR RESIDENTS.**
  - i. **Car Share Parking and Use:** The applicant shall provide on-site car share parking in a location accessible to project residents that is mutually agreed upon by the developer and car share operator and approved by the Planning Commission.
  - ii. **Electric Vehicles:** At least half of the car share vehicles shall be electric vehicles. The developer shall install Electric Vehicle Charging Stations and at least one Direct Current Fast Charger for the electric car share vehicles. The developer shall ensure that electricity is provided to the Electric Vehicle Charging Stations and Direct Current Fast Charger at no cost to the car share operator or user. The applicant is responsible for ensuring sufficient and continuous electricity supply to power the Electric Vehicle Charging Station and Direct Current Fast Charger and

covering all costs associated with electricity usage during the term of the binding agreement.

- iii. **Binding Agreement for Long-Term Use:** The applicant shall enter into a binding agreement with a car share operator outlining the location, operation, and maintenance of the car share vehicles within the development. The agreement shall clarify the roles and responsibilities of both parties, including gas, insurance, cleaning, maintenance, and monitoring.
- iv. **Annual Report:** The car share operator shall submit an annual report to the property owner and City regarding car share usage, maintenance, and operation.
- v. **Timing and Compliance:** All car share infrastructure must be in place and operable prior to the issuance of a certificate of occupancy unless otherwise agreed upon.

- **BIKE SHARE PROGRAM.**

- i. **Infrastructure Provision:** The applicant shall provide adequate conduit, power supply, and site preparation for future bike share station installations in a location mutually agreed upon by the developer and bike share operator. The site should be visible, open, and accessible to the public, proximate to transit stops, pedestrian paths, or other active transportation corridors, and accessible for service vehicles for maintenance and operations.



- ii. **Electricity Requirements:** The applicant shall ensure that electricity is provided to the bike share station at no cost to the bike share operator. The applicant is responsible for ensuring sufficient and continuous electricity supply to power the station and covering all costs associated with electricity usage during the term of the agreement.
- iii. **Access Requirements:** The applicant must provide safe and convenient vehicular and pedestrian access to the bike share station, including connectivity to adjacent pathways, sidewalks, and transit facilities, as well as adequate lighting and wayfinding signage to enhance station visibility and usability.
- iv. **License Agreement:** The applicant shall enter into a license agreement with the bike share operator outlining the location, operation, and maintenance of the bike share facilities within the development. The agreement shall clarify the roles and responsibilities of both parties.
- v. **Capital and Operating Support:** As part of traffic and transportation mitigation measures, the applicant shall work with the bike share operator to compensate for the capital and operational expenses of the bike share station. This includes at least 12 bikeshare docks and eight e-bikes and associated station costs and contributing to annual operating expenses,

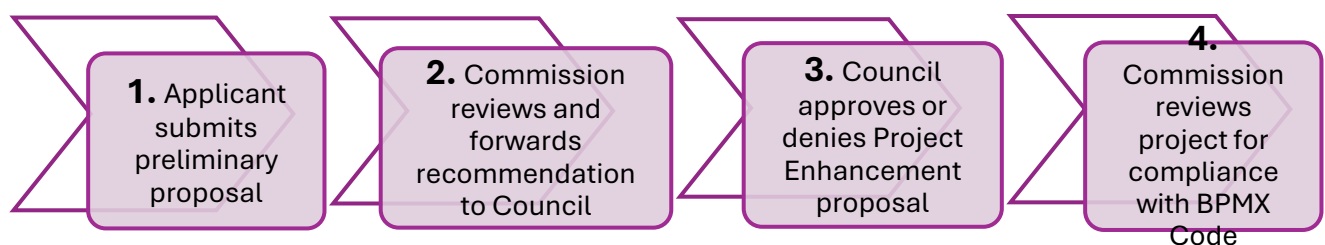
which may include an annual maintenance fee per bike per year, unless otherwise agreed upon.

vi. **Timing and Compliance:** All bike share infrastructure and financial contributions must be in place prior to the issuance of a certificate of occupancy unless otherwise agreed upon.

- **SIGNATURE TRAIL CONNECTION.** The applicant dedicates public access easements for a signature trail connection identified in Section 15-2.27-3.
- **PUBLIC TRANSIT IMPROVEMENTS.** The applicant provides an on-site perpetual public access easement and/or encroachment agreement and constructs a Public Transit Improvement including a Major Transit Stop or Public Transit Amenity Area in a location and form to be approved by the City. The applicant shall enter into a long-term maintenance agreement with the City.
- **SUSTAINABILITY PLAN.** The applicant constructs a project that meets the criteria of Section 15-2.27-10 and provides a long-term project operational plan to include waste reduction and landfill diversion, food waste collection and composting, green business operations, potential for local renewable energy development such as distributed solar with storage or thermal energy networks, design for greywater reuse, rainwater capture or other water conservation features, green infrastructure such as bioswales, and building operational performance to achieve an Energy Star score of 90 or above, or to be designed and built to achieve 10 percent better than the most recent ASHRAE 90.1 standards.

- **CHILD CARE FACILITY.** The applicant constructs space for a child care facility that accommodates at least 25 children and executes a minimum ten-year lease with a certified child care provider offering a reduced rent at fifty percent (50%) or less the rent per square foot for the next least expensive commercial space within the development.
- **LIMITATION ON CONVENTIONAL CHAIN BUSINESSES.** The applicant restricts Conventional Chain Businesses within the project and includes incubator spaces for local entrepreneurs.
- **SIGNIFICANT ACTIVATED OUTDOOR PUBLIC SPACE.** The project exceeds the required 30% Open Space requirement and includes long-term programming plan for activated publicly accessible outdoor spaces that provide music, entertainment, and seasonal activation.

The code outlines the review process for projects providing Project Enhancements:



The City Council has the discretion to review and update Project Enhancements on a two-year schedule to assess the effectiveness of the new program and enhancements implemented through successful projects. As part of the review, the Planning Department will identify evolving market conditions that may affect the feasibility of specific criteria.

***Does the Council find additional clarity on project enhancement criteria is needed?***

***For proposed projects under the new zone, is the Council supportive of the Commission forwarding a recommendation to the Council for project***

***enhancements, or would the Council support streamlining the process with the Planning Commission to determine whether the enhancements qualify for additional height and reduced setbacks?***

#### **Department Review**

The Planning Department, Executive Department, and City Attorney's Office reviewed this report.

#### **Public Input**

Public input is attached as Exhibit C.

#### **Exhibits**

- A: Draft Bonanza Park Mixed-Use Zoning District
- B: Bonanza Park Feasibility Analysis
- C: Public Input

**15-2.27 BONANZA PARK MIXED USE (BPMX) DISTRICT**

**15-2.27-1 PURPOSE**

**15-2.27-2 USES**

**15-2.27-3 CONNECTIVITY IMPROVEMENTS**

**15-2.27-4 LOT AND SITE REQUIREMENTS**

**15-2.27-5 BUILDING HEIGHT**

**15-2.27-6 DESIGN GUIDELINES**

**15-2.27-7 PROJECT ENHANCEMENTS**

**15-2.27-8 PARKING REQUIREMENTS**

**15-2.27-9 TRANSPORTATION DEMAND MANAGEMENT**

**15-2.27-10 SUSTAINABILITY REQUIREMENTS**

**15-2.27-11 CONVENTIONAL CHAIN BUSINESSES**

**15-2.27-12 GOODS AND USES TO BE WITHIN ENCLOSED BUILDINGS**

**15-2.27-13 SIGNS**

**15-2.27-14 RELATED PROVISIONS**

**15-2.27-1 PURPOSE**

The purpose of the Bonanza Park Mixed Use (BPMX) District is to:

1. ensure development in the Bonanza Park neighborhood implements the Bonanza Park Small Area Plan and provides opportunities for locally serving businesses and diverse housing options,
2. encourage the development of affordable, workforce, attainable, and market-rate long-term housing options,



3. create a vibrant Mixed-Use pedestrian-oriented neighborhood, with safe, comfortable access to parks, publicly accessible green spaces, and outdoor community spaces,
4. protect entry corridor views along the Bonanza Park Frontage Protection Zone,
5. allow increased height and decreased setbacks when development provides project enhancements,
6. establish a network of pedestrian and bicycle linkages throughout Bonanza Park,
7. ensure development implements Universal Design Principles and aspires to reach Park City's sustainability goals, reduce vehicle trips, and improve access to transit, and
8. incorporate public art and placemaking elements to inspire, awe, delight, and enliven public spaces, streets, and trails in the Bonanza Park neighborhood.

#### **15-2.27-2 USES**

The BPMX District establishes mixed-use buildings to create walkable, human-scale development that is contextual and sensitive to its environments. Uses in the BPMX District are subject to Vertical Mixed Use and Horizontal Mixed Use requirements outlined in Section 15-2.27-4 and Street Level Design outlined in Section 15-2.27-6. Uses in the BPMX District are limited to the following:

##### **A. ALLOWED USES.**

1. Amphitheater
2. Bakery

- 47 3. Bank
- 48 4. Bar
- 49 5. Café
- 50 6. Child Care
- 51 7. Child Care Center
- 52 8. Child Care, Family Group
- 53 9. Child Care, In-Home Babysitting
- 54 10. Commercial Use
- 55 11. Commercial Use, Support
- 56 12. Deli or Delicatessen
- 57 13. Direct Fast Chargers
- 58 14. Dwelling, Multi-Unit
- 59 15. Essential Municipal and Public Utility Use, Facility, Service, and Structure
- 60 16. Food Hall
- 61 17. Green Community Space
- 62 18. Grocery Store
- 63 19. Gym
- 64 20. Home Occupation
- 65 21. Hospital, Limited Care Facility
- 66 22. Indoor Entertainment, Theater/Museum
- 67 23. Major Transit Stop
- 68 24. Office and Clinic, Medical and Veterinary Clinic
- 69 25. Office, General

- 26. Office, Medical
- 27. Office, Moderately Intensive
- 28. Plant and Nursery Stock production and sales
- 29. Public Art
- 30. Recreation Facility, Public
- 31. Restaurant
- 32. Retail and Service Commercial, Major
- 33. Retail and Service Commercial, Minor
- 34. Retail and Service Commercial, Personal Improvement
- 35. Transit Hub

**B. ADMINISTRATIVE CONDITIONAL USES.**

- 1. Fences and walls greater than six feet (6') in height from Final Grade
- 2. Food Truck Location
- 3. Outdoor Dining
- 4. Outdoor Event or Use
- 5. Pet Services
- 6. Public Transit Amenity Area
- 7. Temporary Improvement

**C. CONDITIONAL USES.**

- 1. Conventional Chain Business
- 2. Disabled Care
- 3. Elder Care
- 4. Flex Industrial

5. Group Care Facility
6. Hospital, General
7. Hotel, Boutique
8. Indoor Entertainment Facility
9. Parking Area
10. Passenger Tramway
11. Public and Quasi-Public Institution, Church, and School
12. Recreation Facility, Private
13. Satellite Dish Antenna, greater than thirty-nine inches (39") in diameter
14. Telecommunication Antenna
15. Temporary Sales Trailer in conjunction with an active building permit for the Site

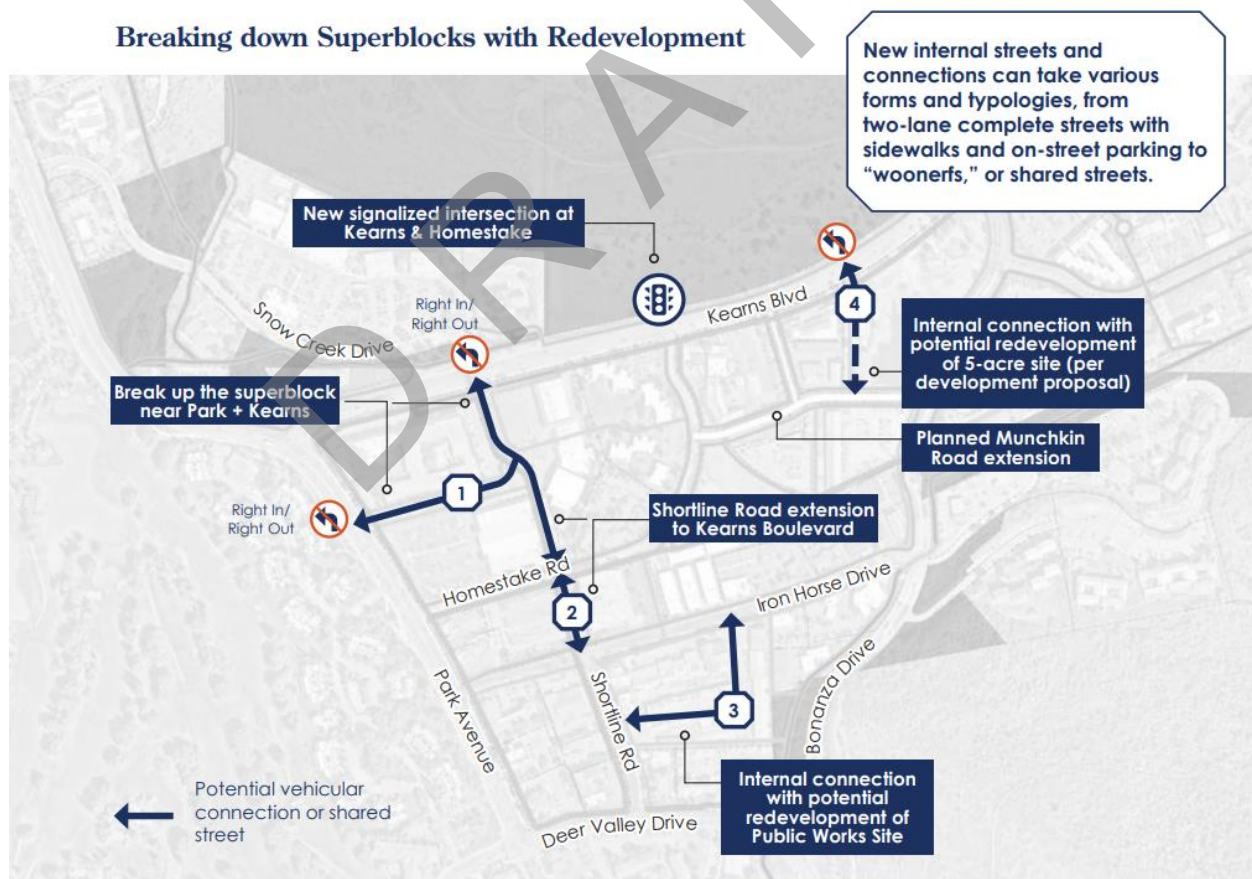
D. **PROHIBITED USES.** Any Use not listed above as an Allowed or Conditional Use is a Prohibited Use.

#### **15-2.27-3 CONNECTIVITY IMPROVEMENTS.**

A. **NEW STREET CONNECTIONS.** The Street network has a significant influence on the overall connectivity of a place. New Street connections are required to promote walkability and to create an interconnected system in the BPMX District. Development located adjacent to one of the following areas shall incorporate new Street connections. The Planning Commission may reduce required Setbacks along new Street connections when an Applicant dedicates public Right-of-Way.

1. Superblock between Park Avenue, Kearns Boulevard, and Homestake Road.  
New east-west connections shall be established.

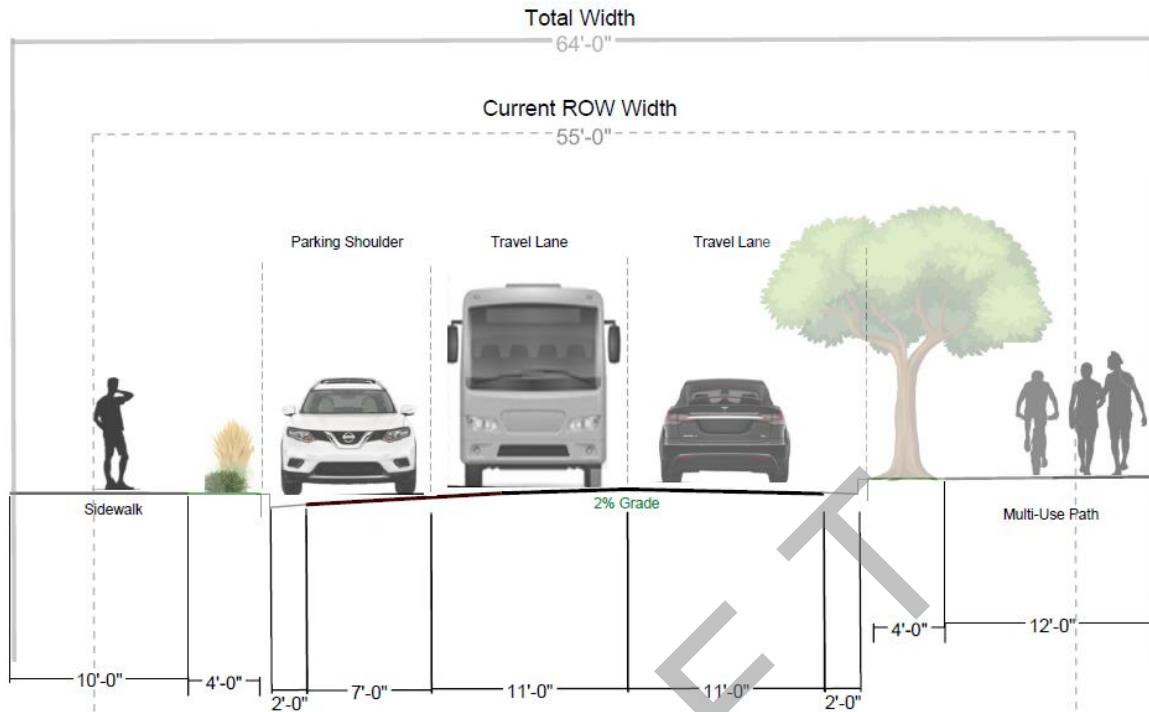
2. Shortline Road. Shortline Road shall be extended north-south to connect from Kearns Boulevard to Deer Valley Drive.
3. Shortline Road and Iron Horse Drive. A new internal connection to these roads between Shortline Road and Bonanza Drive shall be integrated into redevelopment.
4. Kearns Boulevard and Munchkin Road. A new connection shall be implemented to connect Munchkin Road and Kearns Boulevard.
5. Where required to improve pedestrian safety, a tunnel or bridge on Park Avenue or Kearns Boulevard is appropriate and shall meet requirements from the City Engineer, Public Works, and applicable state review agencies.



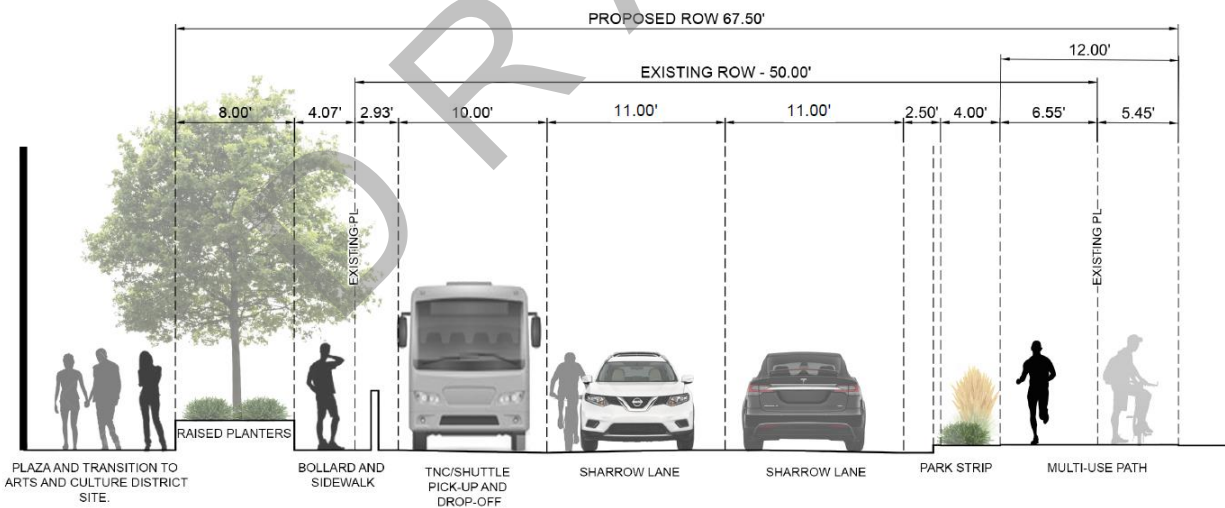
## B. STREET DESIGN.



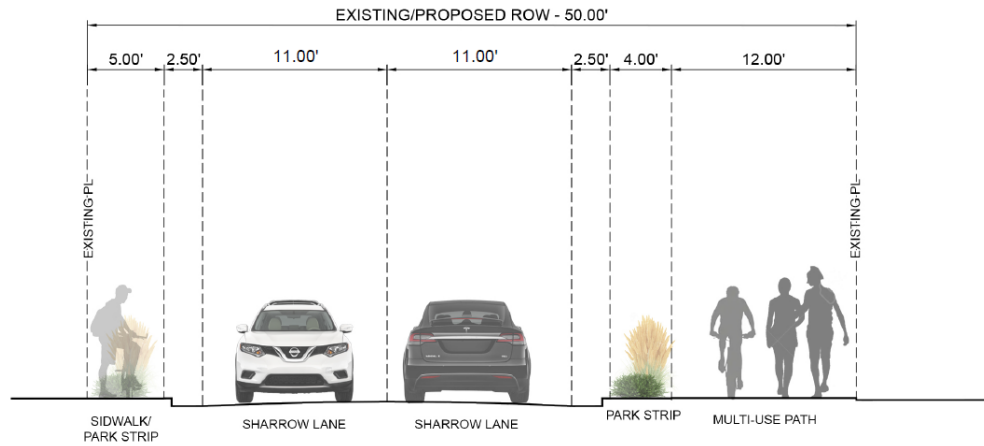
1. All new Streets shall meet Park City standards.
2. All new Streets shall integrate best management practices for stormwater runoff.
3. To the greatest extent practicable, development that is impacting an existing Street shall upgrade the Street to meet code standards in place at the time of application.
4. Pedestrian infrastructure, including sidewalks and crosswalks, shall be integrated into new or updated Streets.
5. Traffic calming measures, including intersection bump-outs, street trees, parklets, and on-street parking, shall be integrated into new or updated Streets.
6. Typical Bonanza Park Street cross sections are shown below:



Iron Horse Cross Section

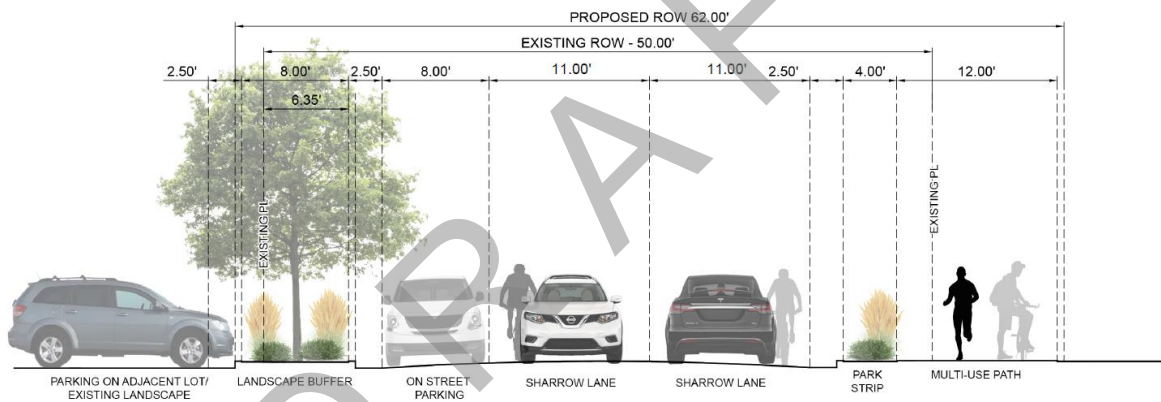


MUNCHKIN ROAD (EAST)



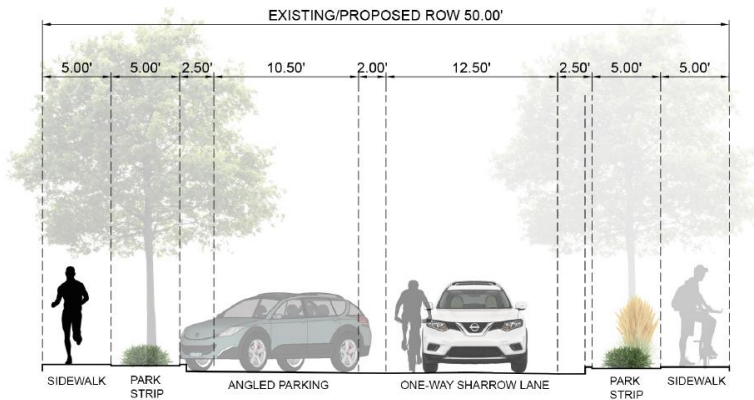
## MUNCHKIN ROAD (WEST)

142



## HOMESTAKE ROAD (SOUTH)

143



## WOODBINE WAY

C. **SIDEWALK, TRAIL CONNECTIONS, AND SIGNATURE TRAILS.** Integrating multi-modal transportation is critical in the Bonanza Park neighborhood. To become a more walkable and connected neighborhood, the network of pedestrian and bicycle linkages must be established to connect with regional trails and improve the area's circulation. Development shall support the goals articulated in the Bonanza Park Small Area Plan, including the creation of new sidewalks, trail connections, and signature trails. Development should integrate the following key sidewalk, trail, and signature trail connections.

Figure 15-2.27-3(C) Connectivity Vision for Bonanza Park:



- D. **PERPETUAL PUBLIC ACCESS EASEMENT.** A perpetual public access easement shall be granted for sidewalk, trail, and signature trail connections on private property in a form approved by the City Attorney's Office.
1. The perpetual public access easement shall be recorded with Summit County and/or shown on the plat.
  2. Establishment of a perpetual public access easement shall not require increased Setbacks. Sidewalk, trail, and signature trail connections may be within a Setback.
  3. Sidewalk, trail, and signature trail connections may count toward Open Space.
  4. The Developer shall at its sole cost and expense install the initial sidewalk and/or trail and/or signature trail connection, unless otherwise agreed to. The



City, at its sole cost and expense, shall maintain, repair, and replace the sidewalk, trail, and/or signature trail connection within the easement area, unless otherwise agreed to.

E. **STREET, SIDEWALK, AND SIGNATURE TRAIL LANDSCAPING.**

1. Landscaping along streets, sidewalks, and signature trails shall conform with Chapter 14-1 *Trees/Landscaping on Public and Private Property*.

F. **STREETLIGHTS AND BANNERS.**

1. Installation of streetlights shall be required and placed by the Developer in accordance with Park City Standards.
2. The City may allow for the installation of banners on streetlights within the BPMX District pursuant to Chapter 12-11.

G. **EXISTING DEVELOPMENT CONNECTIVITY IMPROVEMENT INCENTIVES.** To

enhance Bonanza Park Connectivity Improvements on existing sites, Applicants may submit a parking study showing that parking exceeds demand or request a parking reduction and submit a Transportation Demand Management Plan pursuant to Section 15-2.27-9 to reduce single-occupancy vehicles coming to the site. For existing development Connectivity Improvements, Applicants may request Planning Commission review of a Conditional Use to:

1. Replace existing parking to accommodate perpetual public access easements for sidewalk, trail, and signature trail improvements outlined in the Bonanza Park Small Area Plan.

2. Replace existing parking to accommodate easements for the installation of transit improvements including a Major Transit Stop or Public Transit Amenity Area.
3. Replace existing parking with uses that improve or activate the space for those who arrive by transit, on foot, or by bike.
4. Convert surface-level parking into a Green Community Space or Publicly Accessible Outdoor Community Space.

#### **15-2.27-4 LOT AND SITE REQUIREMENTS**

Except as may otherwise be provided in this Code, no Building Permit shall be issued for a Lot unless such Lot has Frontage on a Street shown as a private or Public Street on the Streets Master Plan or Section 15-2.27-3, or on a private easement connecting the Lot to a Street shown on the Streets Master Plan or Section 15-2.27-3. All Development activity must comply with the following minimum standards:

- A. **MASTER PLANNED DEVELOPMENT**: Where there is a conflict between the standards in this Section and Chapter 15-6 *Master Planned Development*, the requirements of this Section shall apply.
- B. **LOT SIZE**: No minimum lot size.
- C. **DENSITY**: The BPMX District is a volume-based District and Density is established by Setbacks, Height, Parking, Open Space, and Site design criteria. The following Density and square footage limitations apply.
  1. **Residential**. Minimum residential Density 10 units per acre.
  2. **Commercial**.

- 210 a. A single building is limited to no more than 15,000 square feet of  
211 commercial square footage. This limitation shall apply to commercial-  
212 only development and mixed-use development with a commercial  
213 component.
- 214 b. A single commercial tenant shall not occupy more than 5,000 square  
215 feet of commercial square footage, unless it meets one of the following  
216 exemptions:

- 217 1. Grocery Store,  
218 2. US Post Office,  
219 3. The Use is outlined in Section 15-2.27-2 as Allowed or  
220 Conditional and has received Conditional Use approval by the  
221 Planning Commission pursuant to Section 15-1-10 *Conditional*  
222 *Use Review Process*.

223 D. **OPEN SPACE**: The following Open Space requirements apply within the BPMX  
224 District.

- 225 1. At least 30% of the total Site Area shall be Open Space and may not be used  
226 for Streets, driveways, or Parking Areas.
- 227 2. The following Open Space typologies (Green Community Spaces) are  
228 permitted in the BPMX District and may be in the Frontage Protection Zone:
- 229 a. Pocket Park.  
230 b. Linear greenspace with pedestrian and/or bicycle path.  
231 c. Public Courtyard.  
232 d. Plaza areas.

e. Flexible Space.

f. Community Garden.

E. **SETBACKS:**

1. The Frontage Protection Zone requires a minimum landscaped buffer Setback of thirty feet (30') in width abutting the Street. See Chapter 15-2.20.
2. Setbacks for Parcels two (2) acres or larger that are not Frontage Protection Zone Setbacks or Streetscape Setbacks are twenty-five feet (25').
3. Setbacks for Parcels smaller than two (2) acres that are not Frontage Protection Zone Setbacks or Streetscape Setbacks are fifteen feet (15').
4. Projects that meet the requirements of Section 15-2.27-7 *Project Enhancements* may request the Planning Commission grant a Setback reduction to eighteen feet (18') for Setbacks that are not Frontage Protection Zone.
5. The Planning Commission may consider increasing exterior Side Setbacks during Conditional Use review to mitigate potential impacts on adjacent Property. Side Setback exceptions continue to apply.
6. On Corner Lots, the Planning Commission may increase the Setback for pedestrian and bicycle connectivity and Sight Distance Triangle clearance.

F. **STREETSCAPE SETBACKS:** Table 15.2-27-4(F) identifies the required

Streetscape Setbacks in the BPMX District. Streetscape Setbacks are

determined based on Street type to prioritize pedestrian-friendly design and enhance walkability.

| Table 15.2-27-4(F): MINIMUM STREETSCAPE SETBACK REQUIREMENTS |                                        |                     |
|--------------------------------------------------------------|----------------------------------------|---------------------|
| Street Type                                                  | Applicability/<br>Streets              | Streetscape Setback |
| Frontage<br>Protection<br>Zone                               | Kearns Boulevard and<br>Park Avenue    | 30 Feet             |
| Internal Street                                              | Bonanza Drive                          | 25 Feet             |
| Internal Street                                              | Homestake Road and Iron<br>Horse Drive | 20 Feet             |
| Internal Street                                              | Munchkin Road and<br>Woodbine Way      | 18 Feet             |
| Rail Trail                                                   | East-west connection                   | 20 Feet             |

G. **SETBACK EXCEPTIONS**: The following Setback exceptions apply within the BPMX District:

1. Bay and box windows not more than ten feet (10') wide projecting not more than two feet (2') in the Side Setback.



2. Window wells and light wells projecting not more than four feet in the  
Setback.
3. Roof overhangs and eaves projecting not more than three feet in the  
Setback.
4. Window sills, belt courses, cornices, trim, and other ornamental features  
projecting not more than six inches (6") beyond the window or main  
Structure to which it is attached.
5. Patios, decks, pathways, steps, and similar Structures not more than thirty  
inches (30") above Grade, provided there is at least a five foot (5')  
Setback from the Lot Line.
6. Awnings over a doorway or window extending not more than three feet (3')  
in the Side Setback.
7. Driveways leading to a garage or Parking Area.
8. Sidewalks, trails, or signature trails identified in Section 15-2.27-3(C).

H. **VERTICAL AND HORIZONTAL MIXED-USE:** The BPMX District shall implement both Vertical Mixed Use and Horizontal Mixed Use to ensure a variety of Uses that promote vibrancy and a locally serving neighborhood.

1. **Vertical Mixed Use.** Vertical Mixed Use Development contains a range of uses within one Building. Typically, lower floors contain active storefronts such as retail stores or restaurants while upper floors are residential and/or office. Vertical Mixed Use shall be required along Internal Roads within the BPMX District as defined in Section 15-2.27-4(E), unless approved by the Planning Commission.

a. **Criteria for a Residential Development.** The Planning Commission may consider a fully Residential Development in a Vertical Mixed Use area when the criteria below are met:

1. All street-facing ground floors include an active use. For purposes of this Subsection, an active use may include any of the following:

- i. A lobby extending at least 50 feet into the interior of the building from the exterior wall;
- ii. A Public or Private Recreation Facility, provided the Facility includes at least 60% glazing along the street-facing façade;
- iii. Enclosed bicycle storage and/or bicycle repair stations, provided that this use or combination of uses includes exterior access to the street. Access may be restricted to tenants of the residential development; however, at least 60% glazing shall be provided along the street-facing façade;
- iv. A mail room, provided that this use includes at least 60% glazing along the street-facing façade;
- v. A community meeting space or educational or cultural facility, such as a meeting room, library, or art exhibit. Access may be restricted to tenants of the residential

development; however, at least 60% glazing shall be provided along the street-facing façade;

vi. A mural or similar art installation covering no more than 20% of any street-facing façade;

vii. A public Pocket Park, Public Courtyard, Flexible Space, plaza, or landscaped area accessible from the public right-of-way;

viii. Any similar active use reviewed and approved by the Planning Commission that is compatible with the character of the area.

2. A fully Residential Development may be exempt from Criteria 1 if all of the following are met:

i. At least 70% of the total square footage averages 80% AMI and is deed restricted.

ii. All residential units on any street-facing ground floor provide exterior access to the street and include at least two of the following:

1. A covered porch or stoop;

2. At least 60% glazing on the ground floor along the street-facing façade;

3. Uniform landscaping elements enhance the pedestrian experience and preserve views of the residential building (a semi-private yard or

courtyard may be fenced with a maximum height  
of four feet).

- iii. A fully Residential Development shall unbundle parking costs from the cost of rent or the cost of the unit. Affordable housing projects providing at least 70% of residential units averaging 80% AMI with deed restrictions that rely on grant, Low-Income Housing Tax Credits, or other funding, are exempt from this requirement if these projects can demonstrate that funding is contingent on providing a minimum amount of parking. In no case shall a project providing more than the minimum amount of required parking in Section 15-2.27-8 be exempt from this requirement.

- 2. **Horizontal Mixed Use.** Horizontal Mixed-Use Development integrates distinct land uses, such as residential, commercial, and retail, within a multi-building development or larger area, with these uses arranged side by side rather than stacked vertically. Horizontal Mixed-Use is made up of single-use buildings within a complex or employ a single land use on an individual Lot. Horizontal Mixed Use is allowed along Kearns Boulevard, Park Avenue, and Deer Valley Drive. Horizontal Mixed Use may be appropriate for internal plaza areas within projects. Horizontal Mixed Use is prohibited along Internal Streets within the BPMX District as defined in Section 15-2.27-4(E), unless otherwise approved by the Planning Commission.

- a. Commercial storefronts shall be prioritized along Internal Roads, including Iron Horse Drive, Short Line Road, Homestake Road, Munchkin Road, Woodbine Way, and project plazas to activate the pedestrian realm.
- b. A minimum of 20% of the total project square footage shall be residential uses. A minimum of 20% of the total project square footage shall commercial, retail/service, office, and/or civic/institutional uses.

- I. **SNOW RELEASE.** The design of roofs shall address snow accumulation and ice/snow shedding. Entries, walkways and pedestrian areas shall be protected from ice/snow shedding. Site plans and Building design must resolve snow release issues to the satisfaction of the Chief Building Official.
- J. **CLEAR VIEW OF INTERSECTION.** No visual obstruction in excess of two feet (2') in height above road grade shall be placed on any Corner Lot within the Sight Distance Triangle. A reasonable number of trees may be allowed, if pruned high enough to permit automobile drivers an unobstructed view. This provision must not require changes in the Natural Grade on the Site.

#### **15-2.27-5 BUILDING HEIGHT**

No Structure shall be erected to a height greater than thirty-five feet (35') from Existing Grade in the BPMX District, unless granted an exception in Section 15-2.27-7 *Project Enhancements*.

#### **A. FRONTAGE PROTECTION ZONE BUILDING HEIGHT.**

1. See Chapter 15-2.20 regarding the Frontage Protection Zone, which prohibits development within 30 feet (30') of Kearns Boulevard, Park Avenue,



and Deer Valley Drive, and regulates Development within 30 feet (30') to 100 feet (100') from Kearns Boulevard, Park Avenue, and Deer Valley Drive.

2. The maximum Building Height within the Frontage Protection Zone 30-foot (30') to 100-foot (100') Setback is thirty-five feet (35') from Existing Grade.

3. Buildings within the 30-foot (30') to 50-foot (50') Frontage Protection Zone Setback must be stepped back ten feet (10') for each story above two stories.

4. Building Height exceptions within the Frontage Protection Zone Setback are limited to:

a. Antennas, chimneys, flues, vents, and similar Structures may extend up to five feet (5') above the highest point of the Building to comply with the International Building Code (IBC) and must be stepped back from the Frontage Protection Zone Building facades by at least fifteen feet (15').

b. Water towers, mechanical equipment, and associated Screening, when enclosed or Screened, may extend up to five feet (5') above the height of the Building, and must be stepped back from the Frontage Protection Zone Building facades by at least fifteen feet (15').

c. An Elevator Penthouse may extend up to eight feet (8') above the Zoning District Height and must be stepped back from the Frontage Protection Zone Building facades by at least twenty feet (20').

B. **BPMX DISTRICT BUILDING HEIGHT EXCEPTIONS.** The following exceptions apply to the BPMX District Building Height for Buildings that are not within the 30-foot (30') to 100-foot (100') Frontage Protection Zone Setback:

1. A vertical stepback is required for any building developed within fifty feet (50') of the Frontage Protection Zone. These upper story setbacks shall be a minimum of ten feet (10') in depth.
2. If Project Enhancements are provided pursuant to Section 15-2.27-7, one (1) additional story, or a maximum of forty-five feet (45') from Existing Grade, may be granted pursuant to Section 15-2.27-7.
  - a. A ten-foot (10') stepback shall be provided on building perimeter façade planes that are forty-five feet (45') in Building Height with a Setback of eighteen feet (18') or less to mitigate the impact of Building Height on the pedestrian-scale neighborhood. The following features are permitted within areas where the building is stepped back:
    - i. Mechanical and ventilation equipment, provided the equipment is screened and does not exceed four feet (4') in height.
    - ii. Decorative or recreational features, including rooftop gardens, green roofs, planter boxes, and permanent amenities such as built-in grills. Rooftop guardrails shall be glass and posts shall be an unobtrusive material such as anodized aluminum. Guardrails and posts shall be the minimum height permitted by International Building Code standards.
    - iii. Rooftop solar and photovoltaic panels, provided the equipment is installed in compliance with Section 15-5-5(G).
3. Gable, hip, Barrel, and similar pitched roofs may extend up to five feet (5') above the Zone Height, if the roof pitch is 4:12 or greater.

4. Antennas, chimneys, flues, vents, and similar Structures may extend up to five feet (5') above the highest point of the Building to comply with the International Building Code (IBC), and must be stepped back from building facades by at least ten feet (10').
5. Water towers, mechanical equipment, and associated Screening, when enclosed or Screened, may extend up to five feet (5') above the height of the Building, and must be stepped back from building facades by at least ten feet (10').
6. An Elevator Penthouse may extend up to eight feet (8') above the Zone Height and must be stepped back from building facades by at least ten feet (10').
7. Passenger Tramways may extend above the Zone Height subject to a visual analysis and approval by the Planning Commission.

#### **15-2.27-6 DESIGN GUIDELINES**

To implement the Bonanza Park Small Area Plan, specific design guidelines for the BPMX District are adopted to ensure development is consistent with the neighborhood character while improving overall connectivity with greater Park City.

- A. **APPLICABILITY.** These Design Guidelines shall apply to all development in the BPMX District. Prior to issuance of a Building permit for any Allowed or Conditional Use, the Planning Department must review the proposed plans for compliance with this Chapter and Chapter 15-5 *Architectural Review*. Where there is a conflict between the standards in this Chapter and Chapter 15-5, the requirements of this Chapter shall apply.

## **B. BUILDING PLACEMENT AND ORIENTATION.**

1. Incorporate Open Space into building placement. Open Spaces can enhance the overall aesthetic by allowing for additional landscaping and greenery. Furthermore, these areas can be functional assets, enabling commercial businesses to expand their activities outdoors—such as offering outdoor dining or using the space for outdoor displays or merchandise sales. This approach balances visual appeal with practical business opportunities.
2. On parcels greater than 30,000 square feet, the massing of the building should be broken into smaller volumes. Creative approaches to break up building mass and scale is encouraged. This could include separate buildings above grade or linked exterior walkways.
3. Buildings should be oriented to the street to create a vibrant pedestrian experience. To the extent practicable, building facades should be parallel to the adjacent street to orient access to public and private streets, pedestrian circulation, and gathering areas.
4. Maximizing solar exposure during winter months should be a consideration in designing public spaces and gathering areas. Development over two stories that is adjacent to major open spaces, such as parks or designated public amenities, shall perform a sun/shadow study of the effects of development on such spaces from autumn through spring.

5. **VANTAGE POINTS:** Development should preserve or enhance views of significant community features from prominent public vantage points within the BPMX District. There are eleven (11) vantage points from which the height, mass, and design of structures should be considered to preserve mountain views. If a development can be seen from more than one vantage point, the developer must provide three-dimensional renderings from each vantage point showing the impact of the development on mountain views. Renderings shall be based on a height of five feet (5') above the set reference markers shown in Figure and Table 15-2.27-5(B)(5): Vantage Points.

Figure 15-2.27-5(B)(5)





| <b><u>TABLE 15-2.27-5(B)(5): VANTAGE POINTS</u></b> |                                                 |                          |                |
|-----------------------------------------------------|-------------------------------------------------|--------------------------|----------------|
|                                                     | <b>Location</b>                                 | <b>Coordinates</b>       | <b>Bearing</b> |
| 1                                                   | Kearns Boulevard & Bonanza Drive                | 40.662963<br>-111.500851 | SW             |
| 2                                                   | Kearns Boulevard & East Gate of Cemetery        | 40.662276<br>-111.502057 | SW             |
| 3                                                   | Kearns Boulevard & Woodbine Way                 | 40.661699<br>-111.503442 | SW             |
| 4                                                   | Kearns Boulevard & Homestake Road               | 40.661484<br>-111.504692 | SW             |
| 5                                                   | Kearns Boulevard & Snow Creek Drive             | 40.661067<br>-111.507025 | SW             |
| 6                                                   | Park Avenue & Kearns Boulevard                  | 40.66037<br>-111.50953   | SE             |
| 7                                                   | Park Avenue & Homestake Road                    | 40.658714<br>-111.507893 | SE             |
| 8                                                   | Park Avenue & Iron Horse Drive                  | 40.657958<br>-111.507382 | SE             |
| 9                                                   | Park Avenue 200 feet north of Deer Valley Drive | 40.657007<br>-111.506802 | SE             |
| 10                                                  | Bonanza Drive & Iron Horse Drive                | 40.659307<br>-111.501548 | SW             |

|    |                               |                          |    |
|----|-------------------------------|--------------------------|----|
| 11 | Bonanza Drive & Munchkin Road | 40.660805<br>-111.501397 | SW |
|----|-------------------------------|--------------------------|----|

**C. BUILDING SCALE, ARTICULATION, AND FENESTRATION:** Buildings in the BPMX District should reflect the scale of uses and reinforce a pedestrian environment.

**1. BUILDING SCALE.**

- a. The perceived mass and scale of Development in the BPMX District shall be reduced by incorporating design elements that emphasize three or more of the following:
  - i. Variation in roof forms or parapet heights.
  - ii. Insets, projections, or other relief in the wall plane.
  - iii. Architectural emphasis on building entries.
  - iv. Arcades, porticos, or other forms of covered exterior circulation.
  - v. Variations to window size or proportions.
  - vi. Balconies.
  - vii. Variation in color, texture, or materials as allowed in Chapter 15-5.
- b. Building design should avoid blank walls and large undifferentiated expanses of wall surface exposed to public pedestrian Streets, sidewalks, trails, plazas, or parks.

- 500 c. Roof overhangs, projections, awnings, or canopies should  
501 contribute to the character of the building and create shadow  
502 patterns while aiding in protection of the structure and  
503 pedestrians.
- 504 d. Exceptions from the guidelines may be approved by the Planning  
505 Director for those areas of the building envelope that are not  
506 visible from adjacent development and public spaces.

507 **2. BUILDING ARTICULATION:**

508 a. **VERTICAL.**

- 509 i. All buildings that are approved above thirty-five feet (35') in  
510 height shall include vertical articulation to help break up the  
511 mass of the building. This articulation shall occur every thirty  
512 feet (30') and shall be achieved through a façade change of  
513 at least eighteen inches (18") in depth, or through a material  
514 change.
- 515 ii. This shall apply to all building facades.

516 **B. HORIZONTAL.**

- 517 i. Structures greater than sixty feet (60'), but less than 120 feet  
518 in length must exhibit a prominent shift in the façade of the  
519 Structure so that no greater than seventy-five percent (75%)  
520 of the length of the Building Façade appears unbroken. Each  
521 shift shall be in the form of either a ten-foot (10') change in  
522 Building Façade alignment or a ten-foot (10') change in the

Building Height, or a combined change in Building Façade and Building Height totaling ten feet (10').

- ii. Structures that exceed 120 feet in length on any façade shall provide a prominent shift in the mass of the Structure at each 120-foot interval, or less if the Developer desires, reflecting a change in function or scale. The shift shall be in the form of either a fifteen-foot (15') change in Building Façade alignment or a fifteen-foot (15') change in the Building Height. A combination of both the Building Height and Building Façade change is encouraged and to that end, if the combined change occurs at the same location in the Building plan, a fifteen foot (15') total change will be considered as full compliance.

- iii. This shall apply to all building facades.

### **3. BUILDING FENESTRATION**

- i. Windows for non-residential and mixed-use buildings should be provided to create a direct relationship to the Street.
  - a. A minimum of 50% glazing is required on the ground level of all street-facing facades to create a strong relationship to the Street.
  - b. A minimum of 40% glazing is required for second levels.

545                           ii.    Transparent glazing shall be rated at a minimum 60 percent  
546                                           light transmittance factor.

547                           iii.   Reflective, metallic, frosted, tinted, stained, and textured  
548                                           glass is prohibited.

549                           iv.    Balconies are permitted for all residential uses. These may  
550                                           be integrated into a vertical step-back. Railings for balconies  
551                                           should have a minimum of 30% transparency.

552   D. **SITE ACCESS AND ON-SITE PARKING.** Site access should be consolidated to  
553   the greatest extent practicable.

554           1. For sites that are larger than two (2) acres in size, integration of an  
555                   alleyway or mid-block walkway is encouraged to support a pedestrian-  
556                   oriented design.

557           2. Access between the on-site Use and Parking Area must be provided  
558                   through pedestrian, bicycle, and/or transit facility connections (e.g.  
559                   sidewalks, multi-use paths, bicycle lanes, transit stops, etc.).

560           3. On-site parking should be accessed from a Street other than Park Avenue,  
561                   Kearns Boulevard, Bonanza Drive, and Deer Valley Drive. If there is no  
562                   access from an Internal Street, the main vehicular access point shall be  
563                   from the shortest block length.

564           4. Additional vehicular access points on Park Avenue and Kearns Boulevard  
565                   are discouraged and shall be minimized.

566                   a. Where parking is accessed from Park Avenue or Kearns  
567                           Boulevard, the parking area, inclusive of drive aisles, shall be no



more than 35% of the parcel width. Screening of parking areas is required, which may include low walls, landscaping, public art, public seating, multi-modal transportation infrastructure, and the like.

5. All onsite parking shall be located behind the front-most wall of the Main Building.

6. When a parking garage is provided, underground parking is preferred.

Where an above-grade garage is provided, it shall be located behind the Main Buildings and shall include architectural screening or artistic screening to minimize views of vehicles.

7. Any street-facing entry to a parking garage should be designed to reduce visibility. All ramps shall be integrated into the building's architecture.

8. Parking areas and loading zones should be located to minimize visual impacts from the public Street or pedestrian way.

9. Consider paving material change to define surface parking areas from the main vehicular travel lane.

E. **STREET LEVEL DESIGN.** Thought shall be given to street-level design

throughout the BPMX District to encourage the overall walkability and vitality of the area. Street Level Design requirements shall apply to Internal Streets as identified in Section 15.2-27-3(E).

1. Unless otherwise approved in this Chapter, Buildings shall have an active use on the ground level. Active uses support the vibrancy and usability of the public realm adjacent to a building and include retail establishments,

591 retail services, daycare facilities, community meeting spaces, educational  
592 and medical uses, civic spaces (theaters, museums, etc.), restaurants,  
593 bars, art and craft studios, Public Recreation Facilities, and other uses  
594 determined to be substantially similar by the Planning Commission. For  
595 buildings that are 100% residential, a lobby or other common space shall  
596 meet this requirement. The active use should extend at least fifty feet (50')  
597 inside the building. Active uses do not include Private Recreation  
598 Facilities, private clubs, and other similar exclusive uses.

599 2. All buildings shall have at least one main entry on all street-facing  
600 facades. This entry should be easily seen from the street and adjacent  
601 pedestrian way.

602 3. On corner lots, two (2) entrances should be provided. At least one (1) of  
603 these entries should be located within twenty feet (20') of the corner.

604 4. An internal airlock should be incorporated into all commercial, lodging,  
605 public, and mixed-use buildings.

606 F. **PEDESTRIAN AMENITY REQUIREMENTS.** Pedestrian Amenity requirements  
607 aim to create thoughtfully designed and meaningful Open Spaces that  
608 emphasize human scale, offer relief from the built environment, and enrich the  
609 pedestrian experience of the BPMX District.

610 1. **PLACEMENT.** Pedestrian Amenities shall be along the Streetscape, open  
611 to the sky, and free of permanent enclosures. They must be versatile and  
612 adaptable, accommodating such uses as outdoor dining, outdoor events,  
613 outdoor uses, or public gathering areas.

614 2. **ACCESSIBILITY.** Pedestrian Amenities must contribute to an active  
615 Streetscape and promote interaction. Property owners can meet these  
616 requirements through physical or operational improvements to private  
617 property or enhancements to the public right-of-way.

618 3. **DESIGN GUIDELINES:**

619 A. Street-level Pedestrian Amenities shall be within 18 inches above  
620 or below the Existing Grade of the street or sidewalk, which abuts  
621 the space.

622 B. Street-level Pedestrian Amenities shall be open to the sky but  
623 may include temporary shade or similar structures.

624 C. Street-level Pedestrian Amenities shall consider all four corners of  
625 an intersection.

626 D. Pedestrian Amenities shall be designed for use in all seasons.

627 G. **ARCHITECTURAL STYLES AND MATERIALS.** The limitations identified in  
628 Chapter 15-5 shall apply. In addition, the following standards apply:

629 1. Building materials should convey a pedestrian scale and have proven  
630 durability in Park City's climate.

631 2. Building materials shall be of a high quality and reference both the history  
632 of the Bonanza Park area and materials currently found in the BPMX  
633 District. The use of wood, metal, glass, and stone is appropriate in this  
634 Zoning District.

635 3. Architecture that reflects corporate branding is not permitted. This shall not  
636 be construed to limit the ability to place signage on the property in

637 accordance with the allowances and limitations of Section 15-2.27-13 and  
638 Title 12 *Sign Code*.

639 H. **ROOFS.**

- 640 1. Flat roofs and low sloping roofs are preferred.
- 641 2. Snow shedding shall be considered in all roof design. Roofs shall be  
642 designed and insulated to ensure valleys, areas over wall top plates and  
643 other similar building spaces do not form ice dams and to minimize the  
644 need for heat tape.
- 645 3. Where roofs will drip onto pedestrian or other public areas, buildings shall  
646 provide a system of gutters, downspouts and permitted heat tape to direct  
647 and channel roof run-off into the project's landscape areas and to prevent  
648 ice build-up in pedestrian areas. In non-pedestrian or public areas, roofs  
649 may drip to swales that direct water to the natural or proposed landscape.
- 650 4. Eaves and fascia shall generally be responsive and proportional to the  
651 design of the building.
- 652 5. The limitations identified in Chapter 15-5 shall apply.

653 I. **LANDSCAPING.**

- 654 1. Landscaping should complement the context and enhance the  
655 architecture of the building.
- 656 2. Stormwater best management practices should be considered in the  
657 landscape design.
- 658 3. Landscape materials should reflect the Park City climate.

4. For parcels in the Frontage Protection Zone, the first thirty feet (30') should include landscaping and pedestrian-focused infrastructure.

- a. Sidewalks, trails, bike paths, and the like are permitted in this area. These shall have a vegetative buffer from the edge of road pavement of at least three feet (3').
- b. Multi-modal infrastructure is permitted in this area, including bike racks, transit stops and shelters, wayfinding signage, seating, and the like. Public Transit Amenity Areas and Transit Hubs are also permitted in these areas, provided they do not exceed ten feet (10') to fourteen feet (14') in height.

5. The limitations of Section 15-5-5(N) *Water Wise Landscaping* shall apply.

J. **VEGETATION PROTECTION.** The Property Owner must protect or replace Significant Vegetation during any Development activity.

1. Significant Vegetation includes large trees six inches (6") in diameter or greater measured four and one-half feet (4.5') above the ground, groves of smaller trees, or clumps of oak and maple covering an Area fifty square feet (50 sq. ft.) or more measured at the drip line.
2. Development plans must show all Significant Vegetation within twenty feet (20') of a proposed Development. The Property Owner must demonstrate the health and viability of all large trees through a certified arborist.
3. The Planning Director shall determine the Limits of Disturbance and may require mitigation for loss of Significant Vegetation consistent with Landscape Criteria in Sections 15-3-3 and 15-5-5(N), and Title 14.



682       K. **SERVICE AND MECHANICAL AREAS.**

- 683               1. Trash, recycling, and service areas should be designed as integrated  
684               components of the building and should be sited to minimize impacts to  
685               pedestrians. Facilities can be located in underground parking facilities  
686               when appropriate.
- 687               2. All exterior mechanical equipment must be Screened to minimize noise  
688               infiltration to adjoining Properties and to mitigate visual impacts on nearby  
689               Properties and general public view. All mechanical equipment must be  
690               shown on the plans prepared for City review.
- 691               3. Service and delivery areas shall be located where least visible from  
692               general public view and shall not impede pedestrian or bicyclist  
693               connectivity.
- 694               4. The loading and unloading of goods must take place entirely on the Site.  
695               Loading and delivery areas must be Screened from general public view.  
696               All loading areas shall be shown on the plans prepared for City review.
- 697               5. Shared delivery, service, trash, and recycling areas are encouraged.
- 698               6. All Structures must provide a means of storing refuse generated by the  
699               Structure's occupants. All refuse storage facilities must be shown on the  
700               plans prepared for City review. Refuse storage must be Screened,  
701               enclosed, and properly ventilated.
- 702               7. When possible, transformers and other utility boxes should be located  
703               where least visible from general public view.
- 704                     a. Location along Park and Kearns is highly discouraged.

b. All transformers and other utility infrastructure should be screened through fencing, landscaping, low walls, art, and the like, as permitted by the relevant utility provider.

8. The undergrounding of utilities is preferred.

9. Mechanical equipment, ducts, and vents should be accommodated internally within the building and/or co-located on the roof. Screening of equipment on the roof is encouraged.

**L. ART INSTALLATIONS.**

1. Integration of public art is encouraged in all development in the BPMX Zoning District, including murals, sculptures, enhanced trails, gateways, crosswalks, wayfinding, interactive exhibits, and the like.

2. It shall be the responsibility of the property owner to maintain all art located on private property.

3. Art is specifically allowed in the Frontage Protection Zone but shall not impede pedestrian or bicyclist connectivity.

4. Art proposed to be displayed in the public realm may first be reviewed by the Public Arts Advisory Board.

**15-2.27-7 PROJECT ENHANCEMENTS:** Project Enhancements are intended to provide early project predictability and allow flexibility in selecting incentives to qualify for additional Building Height of up to forty-five feet (45') from Existing Grade outside of the Frontage Protection Zone and Setback and Open Space reductions in the BPMX District.

727 A. **PURPOSE:** Project Enhancements are intended to support a vibrant and locally  
728 serving development in the BPMX District through the provision of affordable,  
729 workforce, and attainable housing, increased mobility and alternative transit  
730 provisions, increased on-site sustainability measures, and community-serving  
731 components.

732 B. **PROCEDURES:** This will help create certainty in the project review process so  
733 Applicants can determine whether they qualify for a fourth story bonus (up to  
734 forty-five feet (45') from Existing Grade outside of the Frontage Protection Zone)  
735 and Setback reductions by completing the following:

- 736 1. Applicants must submit a preliminary proposal outlining a rough site plan,  
737 volumetrics, renderings, and project description for Planning Commission  
738 review and input. The Planning Commission will forward a recommendation to  
739 the City Council for consideration. Preliminary proposals should identify which  
740 measures have been selected for consideration

741 C. **INCREASED BUILDING HEIGHT:** A development providing project  
742 enhancements may be eligible for additional height up to 45 feet when:

- 743 1. The project provides two Tier A enhancements; or  
744 2. The project provides one Tier A and at least two Tier B enhancements.

745 D. **DECREASED SETBACKS:** In addition to increased height, a project may qualify  
746 for reduced Setbacks if additional enhancements are provided:

- 747 1. The project provides two Tier A (and one is Housing) and at least one Tier B  
748 enhancement; or

2. The project provides one Tier A (Housing) and at least four Tier B enhancements.

E. **TIER A:**

1. **HOUSING.** At least 25% of total project square footage is deed-restricted affordable at an average AMI of 60% or 35% of total square footage is deed-restricted at an average AMI of 80%. Inclusion of a mix of residential units that meets a range of community needs – workforce, affordable, attainable, senior housing, etc. and sets a baseline average of 60% AMI or 80% AMI or as otherwise established in the City's Affordable Housing Resolution. Provision of units should be based on the mix of owner-occupied and rental units from the most up-to-date Housing Needs Assessment. Housing must be provided on site and be deed restricted.
2. **PARKING.** The applicant requests a substantial parking reduction, submits an effective Transportation Demand Management Plan that reduces parking demand and single-occupancy vehicle trips, and provides at least 90% of the project parking underground.
3. **CRITICAL CONNECTIONS.** The applicant dedicates right-of-way outlined in Section 15-2.27-3.

F. **TIER B:**

1. **CAR SHARE PROGRAM FOR RESIDENTS.**
  - i. **Car Share Parking and Use:** The applicant shall provide on-site car share parking in a location accessible to project

771 residents that is mutually agreed upon by the developer and car  
772 share operator and approved by the Planning Commission.

- 773 ii. **Electric Vehicles:** At least half of the car share vehicles shall be  
774 electric vehicles. The developer shall install Electric Vehicle  
775 Charging Stations and at least one Direct Current Fast Charger  
776 for the electric car share vehicles. The developer shall ensure  
777 that electricity is provided to the Electric Vehicle Charging  
778 Stations and Direct Current Fast Charger. The property owner  
779 shall ensure that electricity is provided to the Electric Vehicle  
780 Charging Stations and Direct Current Fast Charger at no cost to  
781 the car share operator or user. The applicant is responsible for  
782 ensuring sufficient and continuous electricity supply to power the  
783 Electric Vehicle Charging Station and Direct Current Fast  
784 Charger and covering all costs associated with electricity usage  
785 during the term of the binding agreement.

- 786 iii. **Binding Agreement for Long-Term Use:** The applicant shall  
787 enter into a binding agreement with a car share operator  
788 outlining the location, operation, and maintenance of the car  
789 share vehicles within the development. The agreement shall  
790 clarify the roles and responsibilities of both parties, including  
791 gas, insurance, cleaning, maintenance, and monitoring.



- 792                   iv. **Annual Report:** The car share operator shall submit an annual  
793                   report to the property owner and City regarding car share  
794                   usage, maintenance, and operation.
- 795                   v. **Timing and Compliance:** All car share infrastructure must be in  
796                   place and operable prior to the issuance of a certificate of  
797                   occupancy unless otherwise agreed upon.

798       **2. BIKE SHARE PROGRAM.**

- 799                   i. **Infrastructure Provision:** The applicant shall provide adequate  
800                   conduit, power supply, and site preparation for future bike share  
801                   station installations in a location mutually agreed upon by the  
802                   developer and bike share operator. The site should be visible,  
803                   open, and accessible to the public, proximate to transit stops,  
804                   pedestrian paths, or other active transportation corridors, and  
805                   accessible for service vehicles for maintenance and operations.
- 806                   ii. **Electricity Requirements:** The applicant shall ensure that  
807                   electricity is provided to the bike share station at no cost to the  
808                   bike share operator. The applicant is responsible for ensuring  
809                   sufficient and continuous electricity supply to power the station  
810                   and covering all costs associated with electricity usage during  
811                   the term of the agreement.
- 812                   iii. **Access Requirements:** The applicant must provide safe and  
813                   convenient vehicular and pedestrian access to the bike share  
814                   station, including connectivity to adjacent pathways, sidewalks,

815 and transit facilities, as well as adequate lighting and wayfinding  
816 signage to enhance station visibility and usability.

817 iv. **License Agreement:** The applicant shall enter into a license  
818 agreement with the bike share operator outlining the location,  
819 operation, and maintenance of the bike share facilities within the  
820 development. The agreement shall clarify the roles and  
821 responsibilities of both parties.

822 v. **Capital and Operating Support:** As part of traffic and  
823 transportation mitigation measures, the applicant shall work with  
824 the bike share operator to compensate for the capital and  
825 operational expenses of the bike share station. This includes at  
826 least 12 bikeshare docks and eight e-bikes and associated  
827 station costs and contributing to annual operating expenses,  
828 which may include an annual maintenance fee per bike per  
829 year, unless otherwise agreed upon.

830 vi. **Timing and Compliance:** All bike share infrastructure and  
831 financial contributions must be in place prior to the issuance of a  
832 certificate of occupancy unless otherwise agreed upon.

833 3. **SIGNATURE TRAIL CONNECTION.** The applicant dedicates public access  
834 easements for a signature trail connection identified in Section 15-2.27-3.

835 4. **PUBLIC TRANSIT IMPROVEMENTS.** The applicant provides an on-site  
836 perpetual public access easement and/or encroachment agreement and  
837 constructs a Public Transit Improvement including a Major Transit Stop or

Public Transit Amenity Area in a location and form to be approved by the City.  
The applicant shall enter into a long-term maintenance agreement with the City.

5. **SUSTAINABILITY PLAN.** The applicant constructs a project that meets the criteria of Section 15-2.27-10 and provides a long-term project operational plan to include waste reduction and landfill diversion, food waste collection and composting, green business operations, potential for local renewable energy development such as distributed solar with storage or thermal energy networks, design for greywater reuse, rainwater capture or other water conservation features, green infrastructure such as bioswales, and building operational performance to achieve an Energy Star score of 90 or above, or to be designed and built to achieve 10 percent better than the most recent ASHRAE 90.1 standards.
6. **CHILD CARE FACILITY.** The applicant constructs space for a child care facility that accommodates at least 25 children and executes a minimum ten-year lease with a certified child care provider offering a reduced rent at fifty percent (50%) or less the rent per square foot for the next least expensive commercial space within the development.
7. **LIMITATION ON CONVENTIONAL CHAIN BUSINESSES.** The applicant restricts Conventional Chain Businesses within the project and includes incubator spaces for local entrepreneurs.
8. **SIGNIFICANT ACTIVATED OUTDOOR PUBLIC SPACE.** The project exceeds the required 30% Open Space requirement and includes long-term

programming plan for activated publicly accessible outdoor spaces that provide music, entertainment, and seasonal activation.

G. **CITY COUNCIL REVIEW**. The City Council shall review Project Enhancements proposals considering adherence to the standards outlined in this Section, hold a public hearing, and either approve or deny the request. Approved projects shall return to the Planning Commission for standard application processing.

H. **PROGRAM REVIEW AND AMENDMENTS**. The City Council has the discretion to review and update the Project Enhancements on a two-year schedule to assess the effectiveness of the program and enhancements implemented through successful projects. As part of this review, the Planning Department will identify evolving market conditions that may affect feasibility of specific criteria.

#### **15-2.27-8 PARKING REQUIREMENTS**

A. **APPLICABILITY**. All Development within the BMPX District is subject to the following parking requirements in addition to requirements outlined in Chapter 15-3 *Off-Street Parking*. Where there is a conflict between the standards in this Chapter and Chapter 15-3, the requirements of this Chapter shall apply.

B. **REQUIREMENT**. Off-Street parking within the BPMX District shall be provided for each land Use as listed in this Section, where parking ratio requirements supersede those in Chapter 15-3 Off-Street Parking.

1. **RESIDENTIAL USES**. Off-Street parking shall be provided for each land Use as listed in this Section, in the Parking Ratio Requirements tables. When applying the tables, the parking requirements stated for each Use, or combination of Uses, applies to each Dwelling Unit within the Structure.

884 Specific Uses, and the related parking ratio requirements are also shown  
885 below. Also refer to Section 15-15-1 *Definitions* for clarification of Uses.

| Table 15-2.27-8(B)(1) RESIDENTIAL PARKING RATIO REQUIREMENTS                                                |                               |
|-------------------------------------------------------------------------------------------------------------|-------------------------------|
| USE                                                                                                         | PARKING RATIO (NUMBER SPACES) |
| Multi-Unit Dwelling,<br>Apartment/Condominium not<br>greater than 1,000 sf floor Area                       | 1 per Dwelling Unit           |
| Multi-Unit Dwelling,<br>Apartment/Condominium<br>greater than 1,000 sf and less<br>than 2,000 sf floor Area | 1.5 per Dwelling Unit         |
| Multi-Unit Dwelling,<br>Apartment/Condominium 2,000<br>sf floor Area or greater                             | 2 per Dwelling Unit           |

886  
887 2. **NON-RESIDENTIAL USES**. In non-residential projects, or for non-residential  
888 space associated with primarily residential Structures, the following parking  
889 requirements shall apply. Also refer to LMC Section 15-15-1 *Definitions* for  
890 clarification of Uses.

|                                                                             |
|-----------------------------------------------------------------------------|
| <b>Table 15-2.27-8(B)(2) NON-RESIDENTIAL PARKING RATIO<br/>REQUIREMENTS</b> |
|-----------------------------------------------------------------------------|

| USES                                               | PARKING RATIO REQUIREMENTS<br>(NUMBER SPACES)                                                                                 |
|----------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|
| Auditorium and Assembly Hall                       | 1 space per 5 seats                                                                                                           |
| Bank                                               | 2 spaces per 1,000 sf of net leasable floor<br>Area                                                                           |
| Bar                                                | 3 spaces per 1,000 sf of net leasable floor<br>area                                                                           |
| Café/Deli                                          | 2 spaces per 1,000 sf of net leasable floor<br>Area                                                                           |
| Child Care Center                                  | 1 space per on-duty staff per shift and 1 space<br>per 6 children                                                             |
| Commercial Use                                     | 4 spaces per 1,000 sf of net leasable floor<br>Area                                                                           |
| Disabled Care<br>Elder Care<br>Group Care Facility | 1 space per 2 bedrooms plus 1 space per<br>employee per shift, or 2 spaces per 3<br>employees per shift, whichever is greater |
| Grocery                                            | 3 spaces per 1,000 sf of net leasable floor<br>Area                                                                           |
| Flex Industrial                                    | 1 space per 1,000 square feet of floor area<br>and 1 space for every 2 employees in the<br>largest shift                      |



|                                                                            |                                                                                                                                                                                                    |
|----------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Hospital, Limited Care                                                     | 1 space per 2 beds                                                                                                                                                                                 |
| Hotel, Boutique                                                            | 1 space per room or suite, and 1 space per 200 sf of separately leasable commercial space                                                                                                          |
| Indoor Entertainment, Theater                                              | 1 space per 4 seats or 5 spaces per 1,000 sf of floor Area, depending on type of facility                                                                                                          |
| Offices, General                                                           | 2 spaces per 1,000 sf of leasable floor Area                                                                                                                                                       |
| Office and Clinic, Medical and Veterinary Clinic                           | 5 spaces per 1,000 sf of leasable floor Area                                                                                                                                                       |
| Public and Quasi-Public Institution, Church, School<br>Public Utility Uses | 1 space per 5 seats, or 2 spaces per 3 employees, or 1 space per 1,000 sf of floor Area, whichever is greater                                                                                      |
| Retail & Service Commercial, Minor, Personal Improvement                   | 0 spaces required for buildings that have less than or equal to 3,000 sf net leasable floor area<br><br>Above 3,000 sf net leasable floor area is 3 spaces per 1,000 sf of net leasable floor area |
| Retail & Service Commercial, Major                                         | 5 spaces per 1,000 sf of net leasable floor Area                                                                                                                                                   |
| Restaurant                                                                 | 0 spaces required for buildings that have less than or equal to 3,000 net leasable floor area                                                                                                      |

|                                                             |                                                                                                                                    |
|-------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------|
|                                                             | Above 3,000 sf net leasable floor area is 3 spaces per each 1,000 sf of net leasable floor area                                    |
| Restaurant, Outdoor Dining                                  | Based on Site specific review at the time of CUP                                                                                   |
| Recreation Facility, Public<br>Recreation Facility, Private | 1 space per 4 seats or 3 spaces per 1,000 sf of floor Area, or 1 space per 3 persons rated capacity, depending on type of facility |
| Temporary Improvement                                       | 1 space per employee plus 1 guest space                                                                                            |

- C. **CALCULATION OF SPACES.** If a project incorporates two Uses, the Use requiring a higher number of Parking Spaces shall govern. Whenever the calculation results in a fractional number, the number of spaces required shall be rounded up to the next whole number.
- D. **PARKING MAXIMUMS.** No more than one hundred percent (100%) of the minimum required parking may be provided for newly constructed non-residential, mixed-use, or Multi-Unit Dwelling developments of ten (10) or more units when the new development is within a one-quarter ( $\frac{1}{4}$ ) mile of a transit stop. When the parking requirement is zero Parking Spaces, a maximum of five (5) Parking Spaces may be provided. Exceptions to the maximum parking limit may be approved by the Planning Commission if found to be consistent with Section

15-2.27-1 and to further the City's goals for reducing single-occupancy vehicle trips.

E. **SHARED PARKING.** For both on-site parking and off-site parking, Shared Parking Spaces may be provided contingent upon a shared parking analysis being completed and a Shared Parking Agreement being executed, as approved by the Planning Commission.

1. The parking requirement for Mixed-Use projects may be lowered if the Applicant submits a shared parking opportunity analysis, approved by the Planning Commission, which results in a peak-parking-demand measure that is less than the Parking Requirement established by this Section for Residential and Non-Residential Uses.

F. **PARKING REQUIREMENT ADJUSTMENT.** A ten percent (10%) reduction in the number of required Parking Spaces is allowed to reduce or eliminate a public safety hazard or to bring substandard Parking Spaces into compliance with current City design standards subject to approval by the City Engineer.

G. **UNDERGROUND PARKING.** All development within the BMPX District is encouraged to provide underground parking to promote a vibrant pedestrian friendly environment that reduces car-pedestrian conflict. If 90% of required parking is provided on-site and underground, Setbacks for the underground parking structure may be reduced by the Planning Commission up to 50% outside of the Frontage Protection Zone if utilities can be accommodated.

H. **ALTERNATIVE PARKING STRATEGIES.** The following alternative parking strategies may be used to comply with the minimum Off-Street parking standards required by this Chapter.

1. **OFF-SITE PARKING.** Required Off-Street Parking Spaces may be provided Off-Site in compliance with the following:

- a. Required parking must be located within the City limits.
- b. Access between the on-Site Use(s) or the subject site and the Off-Site Parking Area must be provided through pedestrian, bicycle, and/or transit facility connections (e.g., sidewalks, multi-use paths, bicycle lanes, transit stops, etc.).
- c. A parking agreement shall be provided in a form acceptable to the City Attorney which identifies the location of the Off-Site parking spaces, guarantees the continued availability of the Off-Site Parking Spaces, and sets forth the ongoing responsibilities of the parties involved. The parties to the agreement shall include the owners and lessees of the Off-Site Parking Spaces and the Owners and lessees of the subject Site, and a copy of any such agreement shall be provided to the City. The City shall not be required to be a party to any such agreement, but each agreement shall grant the City the right (but not the obligation) to enforce the agreement's terms and shall include a provision requiring that the City be notified immediately of any termination or default of the agreement. Any termination or default of the agreement between parties shall result in revocation of the on-Site parking reduction

947 approval by the City unless a new alternative parking arrangement is  
 948 approved by the City within a reasonable timeframe, as determined by  
 949 the Planning Director.

950 2. **PARKING REDUCTIONS FOR SITES WITH MULTIPLE USES.** For  
 951 buildings or sites with multiple Uses, parking may be reduced. To calculate  
 952 the parking requirement, calculate the sum of the minimum Off-Street  
 953 parking requirements for the two Uses with the highest Off-Street parking  
 954 requirement, and then multiply that sum by the number shown below for that  
 955 combination of Uses.

| Table 15-2.27-8(H)(2) PARKING REDUCTIONS FOR SITES WITH MULTIPLE USES |                           |                                     |                                                                             |        |                     |
|-----------------------------------------------------------------------|---------------------------|-------------------------------------|-----------------------------------------------------------------------------|--------|---------------------|
| FIRST USE                                                             | SECOND USE                |                                     |                                                                             |        |                     |
|                                                                       | MULTI-UNIT<br>RESIDENTIAL | PUBLIC<br>INSTITUTIONAL<br>OR CIVIC | FOOD,<br>BEVERAGE,<br>BOUTIQUE<br>HOTEL,<br>RECREATION, OR<br>ENTERTAINMENT | RETAIL | OTHER<br>COMMERCIAL |
| Multi-Unit<br>Dwelling <sup>1</sup>                                   | NA                        |                                     |                                                                             |        |                     |

<sup>1</sup> The parking reduction for developments with multi-unit residential shall apply only to the non-residential Use parking requirement.

|                                                                                         |     |     |     |     |    |
|-----------------------------------------------------------------------------------------|-----|-----|-----|-----|----|
| Public<br>Institutional, or<br>Civic                                                    | 10% | NA  |     |     |    |
| Food,<br>Beverage,<br>Boutique<br>Hotel,<br>Recreation or<br>Entertainment <sup>2</sup> | 15% | 20% | NA  |     |    |
| Retail                                                                                  | 15% | 25% | 25% | NA  |    |
| Other<br>Commercial                                                                     | 20% | 25% | 25% | 20% | NA |

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3. **ADDITIONAL ALTERNATIVE STRATEGIES.** After any reduction in the required number of Off-Street Parking Spaces under Section 15-2.27-8(H) is applied, the alternative strategies described below may be combined for an additional non-residential Use parking reduction of up to ten percent (10%).

- a. **DESIGNATED CAR SHARING PARKING.** Designated car sharing spaces (i.e., spaces marked and reserved for car sharing vehicles) shall count as an average of 1.5 Parking Spaces, for up to a maximum

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<sup>2</sup> For mixed-use projects, 0 spaces shall be required for the first 3,000 sf of net leasable floor Area of "Retail & Service Commercial, Minor, Personal Service" and/or "Restaurants, Standard and Bar" Uses.



of three (3) designated car sharing spaces (i.e., one designated car sharing space = 2 Parking Spaces; two designated car sharing spaces = 3 Parking Spaces; and three designated car sharing spaces = 5 Parking Spaces).

b. **ELECTRIC VEHICLE CHARGING STATIONS.** Electric Vehicle Charging Stations and Direct Current Fast Chargers (i.e., spaces with approved charging infrastructure for Electric Vehicles consistent with Section 15-3-11) that are in addition to the Electric Vehicle Parking Spaces required to be provided pursuant to Section 15-3-11 shall count as two Parking Spaces, for up to a maximum of five (5) additional Electric Vehicle Parking Spaces.

c. **UNDERGROUND PARKING.** When underground parking is provided, each two (2) underground Parking Spaces shall count as three (3) Parking Spaces toward satisfying the minimum required parking. This may allow for a reduction of up to five percent (5%) in the number of required Parking Spaces.

4. **PROXIMITY TO TRANSIT.** A fifteen percent (15%) reduction in the total number of required Parking Spaces for any development may be approved when the Site is within one thousand feet (1,000') unobstructed year-round walking distance of a Major Transit Stop.

5. **CUMULATIVE PARKING REDUCTION.** No development may be granted a cumulative parking reduction greater than fifty percent (50%) for non-residential Uses or greater than twenty percent (20%) for residential Uses as

provided in Sections 15-2.27-8(H)(1), (2), and (3), unless approved by the Planning Commission.

#### **15-2.27-9 TRANSPORTATION DEMAND MANAGEMENT**

A. **APPLICABILITY.** A Transportation Demand Management (TDM) Plan is required for all development projects. Two (2) TDM Plan levels shall apply as described below.

1. **LEVEL 1 TDM PLAN.** A Level 1 TDM Plan is required for all development described below:

- a. Multi-Unit Dwellings: 10 - 44 Dwelling Units
- b. Boutique Hotel: 10 – 39 rooms

2. **LEVEL 2 TDM PLAN.** A Level 2 TDM Plan is required for all projects that require a Traffic Impact Study (TIS) (i.e., development adds twenty-five (25) or more peak hour vehicle trips) as described below:

- a. Multi-Unit Dwellings: 45 Dwelling Units and greater
- b. Boutique Hotel: 40 – 75 rooms
- c. Commercial: 3,000 square feet or greater
- d. Office: 3,000 square feet or greater
- e. Restaurant: 2,500 square feet or greater

B. **EXEMPT PROJECTS.** Projects exempt from TDM Plan requirements are:

- 1. Remodels or expansions of existing residential units that do not increase the total number of residential units;

- 1008 2. Remodels or expansions of Commercial, Retail, Office, Hotel, or  
1009 mixed-use projects involving no more than 500 square feet of  
1010 commercial net leasable space or two (2) lodging rooms or units;  
1011 3. Any Boutique Hotel with fewer than ten (10) rooms;  
1012 4. Retail less than 3,000 square feet;  
1013 5. Office less than 3,000 square feet; and  
1014 6. Restaurant less than 2,500 square feet.

1015 C. **TDM PLAN.** The Applicant shall submit a TDM Plan for review and approval by  
1016 the Planning Commission. The TDM Plan shall document and demonstrate  
1017 consistency with the requirements in this Section. The TDM Plan shall include,  
1018 but is not limited to, the following:

- 1019 1. Identification of the applicable TDM strategies to be implemented based on  
1020 the size of the project and estimated number of trips generated.  
1021 2. Implementation plan for each TDM strategy, including timelines,  
1022 responsibilities, and budget allocations.  
1023 3. Monitoring and evaluation plan, submitted annually to the Planning  
1024 Department, to track the effectiveness of TDM strategies and adjust them as  
1025 needed. At their discretion, the Planning Director may require additional  
1026 Planning Commission review and modifications as needed.

1027 D. **LEVEL 1 TDM PLAN REQUIRED COMPONENTS.** The following TDM trip  
1028 reduction strategies are required for Level 1 TDM Plans:

1. Participation in an annual travel survey of residents and employees for the first four (4) years of building occupancy. Employers on Sites subject to an approved TDM Plan shall submit the survey results to the City.
2. Provide the following information to employees and/or residents on an annual basis:
  - a. Carpooling/vanpooling information;
  - b. Transit schedules and route information;
  - c. Information on air pollution and alternatives to single-occupancy vehicle trips;
  - d. Bicycle route and facility information, including local bicycle maps, locations of nearest outdoor bicycle parking or enclosed bicycle storage, locations of bicycle share locations, and bicycle safety information; and
  - e. Information on walking and biking to work, pedestrian and bicycling safety, and all-weather walking shoes and traction devices for shoes and bicycle tires in winter/ice conditions.
3. One strategy from the Supplemental TDM Menu (see Section 15-2.27-8(F)).

E. **LEVEL 2 TDM PLAN REQUIRED COMPONENTS.** The following TDM trip reduction strategies are required for Level 2 TDM Plans:

1. All Level 1 required components.

2. Establishment of a TDM Coordinator to directly support commute programs, implement mobility programs, and develop transportation policies and initiatives.
3. Employee parking cash-out program.
4. Unbundle parking for residential Dwelling Units at minimum.
5. Two strategies from the Supplemental TDM Menu (see Section 15-2.27-9(F)).

F. **SUPPLEMENTAL TDM MENU.** Supplemental TDM strategies over and above the applicable Level 1 or Level 2 TDM Plan requirements may be implemented to reduce the amount of required Parking for non-residential Uses. When three (3) or more of the following strategies are provided in addition to the applicable Level 1 or Level 2 TDM Plan requirements, the Planning Commission may approve up to a twenty percent (20%) reduction in the required parking for non-residential Uses.

1. Alternative work schedules/flex-time.
2. Preferential Parking for carpool or vanpool vehicles.
3. Employee shower facilities.
4. Provision of on-Site or Off-Site multimodal transportation improvements at the discretion of the Planning Commission, such as:
  - a. Pedestrian network improvements (e.g., providing sidewalks that are wider than the required minimum width),
  - b. Construct or improve a bike facility (e.g., providing improved safety of bicycle facilities serving key transit nodes), or

c. Construct transit-supportive treatments (e.g., traffic calming near transit stop, transit stop enhancements and amenities, etc.).

5. On-site child care facilities.

6. Facilities and equipment to encourage telecommuting (e.g., video-conferencing facilities and equipment).

7. Contributions to funds for local and regional facilities such as park-and-ride lots, multimodal transportation centers, satellite work centers, etc. as approved by the City Council.

8. On-Site amenities such as cafeterias, restaurants, automated teller machines, and other services that would eliminate the need for additional trips.

9. Transit incentives for employees such as additional pay for carpoolers, etc.

10. Plans for delivery of goods at off-peak times and/or plans and facilities for centralized deliveries of goods for multi-tenant facilities.

G. **TDM PLAN AGREEMENT.** A TDM Plan agreement shall be provided in a form acceptable to the City Attorney and shall include the TDM Plan. The parties to the agreement shall include the Owners and lessees of the project Site. A copy of the agreement shall be provided to the City. The City shall not be required to be a party to any such agreement, but each agreement shall grant the City the right (but not the obligation) to enforce the agreement's terms and shall include a provision requiring that the City be notified immediately of any termination or default of the agreement. Any termination or default of the agreement between parties shall result in enforcement action by the City unless a new TDM Plan is



approved by the City within a reasonable timeframe, as determined by the Planning Director.

#### **15-2.27-10 SUSTAINABILITY REQUIREMENTS**

- A. **APPLICABILITY.** All Development within the BMPX District should strive to support the City's Net Zero goals through the implementation of sustainable design including active transportation considerations, low embodied carbon materials, waste reduction through comprehensive materials recover, and operational programming and technologies to reduce short- and long-term impacts on the environment.
- B. **REQUIREMENTS.** All projects within the BPMX should strive to achieve a low Energy Use Intensity (EUI) per building type including improved insulation and thermal efficiency, EnergyStar and WaterSmart appliances and fixtures, energy efficient lighting, low-flow plumbing fixtures, sensors and timers that control water flow, lighting and temperature, and on-site Renewable Energy Systems.
- New buildings should strive to obtain third party certification of the use of sustainable construction techniques and building materials. The following programs should be considered [INSERT CITY REOLUTION FOR NET ZERO BUILDINGS ONCE ADOPTED].

#### **15-2.27-11 CONVENTIONAL CHAIN BUSINESSES**

- A. **APPLICABILITY.** This Section provides guidance on Conventional Chain Businesses in the BPMX District.

Existing businesses within the BPMX District that meet the definition of a Conventional Chain Business as of (INSERT DATE OF ADOPTION), will be issued a one-time Conditional Use Permit to memorialize existing conditions. Any amendments to this Permit will require a new application subject to the requirements of this Section.

New Development and redevelopments inclusive of a business that meets the thresholds outlined in the Conventional Chain Business Definition in Section 15-15-1 must acquire a Conditional Use Permit, in addition to meeting the requirements outlined below. This Section shall not apply to Grocery Stores, Banks, or Gyms as defined in Section 15-15-1.

**B. REQUIREMENTS.**

1. No Conditional Use Permit shall be issued in the BPMX District, unless approved by the Planning Commission pursuant to Section 15-1-10.
2. In addition to the requirements listed in Section 15-1-10, the Planning Commission shall also consider whether the proposed Use meets the goals outlined in the Bonanza Park Small Area Plan, as defined below:
  - a. Conventional Chain Businesses cannot exceed 30% of the total commercial square footage within a single development.
  - b. The Conventional Chain Business will not create an oversaturation of similar uses within the BPMX District. For the purposes of this Subsection, “oversaturation” is defined as more than two Conventional Chain Businesses of a similar use type.

- 1139 c. The proposed business will diversify retail and community services  
1140 provisions within the BPMX District and Park City, providing basic  
1141 necessities for the daily needs of residents.
- 1142 d. The proposed business encourages innovation or a creative business  
1143 idea. To this end, a Conventional Chain Business seeking a  
1144 Conditional Use Permit shall demonstrate innovation or creativity in at  
1145 least one of the following areas:
- 1146 1. The development or sale of products and services;
  - 1147 2. Employee work schedules;
  - 1148 3. Transportation of employees to the workplace;
  - 1149 4. Established working relationships with a community nonprofit,  
1150 organization, or institution demonstrating a commitment to  
1151 serving an unfulfilled need in the neighborhood or City.
- 1152 e. The proposed business provides local entrepreneurs with an  
1153 opportunity to offer distinct services or sell locally made products.
- 1154 f. The proposed business offers affordable and needed services, meals,  
1155 or products to the BPMX District or Park City community.
- 1156 g. The proposed business creates unique recreational, entertainment, or  
1157 cultural opportunities.
- 1158 h. The proposed business offers services not currently found within Park  
1159 City's municipal boundary.
- 1160 i. The proposed business will be aesthetically compatible with the BPMX  
1161 District character and adhere to the design guidelines within this

1162 Chapter, in addition to those outlined in Chapter 15-5 *Architectural*  
1163 *Review*.

1164 j. The proposed business will be compatible with Allowed and  
1165 Conditional Uses for the BPMX District in Section 15-2.27-3.

1166 **15-2.27-12 GOODS AND USES TO BE WITHIN ENCLOSED BUILDINGS**

1167 A. **OUTDOOR DISPLAY OF GOODS PROHIBITED.** Unless expressly allowed as a  
1168 Conditional Use, all goods including food, beverage, and vending machines must  
1169 be within a completely enclosed Structure. New construction of enclosures for  
1170 the storage of goods shall not have windows and/or other fenestration that  
1171 exceeds a wall-to-window ratio of thirty percent (30%). This Section does not  
1172 preclude temporary sales in conjunction with a Special Event License, sidewalk  
1173 sale, or seasonal plant sale.

1174 B. **OUTDOOR USES PROHIBITED/EXCEPTIONS.** The following outdoor Uses  
1175 may be allowed by the Planning Department upon the issuance of an  
1176 Administrative Permit. The Applicant must submit the required Application, pay all  
1177 applicable fees, and provide all required materials and plans. Appeals of  
1178 departmental actions are heard by the Planning Commission.

1179 1. **OUTDOOR DINING.** Outdoor dining is subject to the following criteria:

- 1180 a. The proposed seating Area is located on private Property or leased  
1181 public Property and does not diminish parking or landscaping.
- 1182 b. The proposed seating Area does not impede pedestrian circulation.
- 1183 c. The proposed seating Area does not impede emergency Access or  
1184 circulation.

- 1185 d. The proposed furniture is Compatible with the Streetscape.
- 1186 e. No music or noise is in excess of the City Noise Ordinance, Title 6.
- 1187 f. No Use after 10:00 p.m.
- 1188 g. No net increase in the Restaurant's seating capacity without adequate
- 1189 mitigation of the increased parking demand.

- 1190 2. **OUTDOOR GRILLS/BEVERAGE SERVICE STATIONS.** Outdoor grills
- 1191 and/or beverage service stations are subject to the following criteria:
- 1192 a. The Use is on private Property or leased public Property and does not
  - 1193 diminish parking or landscaping.
  - 1194 b. The Use is only for the sale of food or beverages in a form suited for
  - 1195 immediate consumption.
  - 1196 c. The Use is Compatible with the neighborhood.
  - 1197 d. The Use does not impede pedestrian circulation.
  - 1198 e. The Use does not impede emergency Access or circulation.
  - 1199 f. Design of the outdoor grill or beverage service station is Compatible
  - 1200 with the adjacent Buildings and Streetscape.
  - 1201 g. No violation of the City Noise Ordinance, Title 6.
  - 1202 h. Compliance with the City Sign Code, Title 12.

- 1203 3. **OUTDOOR STORAGE AND DISPLAY OF BICYCLES, KAYAKS,**
- 1204 **MOTORIZED SCOOTERS, AND CANOES.** Outdoor storage and display of
- 1205 bicycles, kayaks, motorized scooters, and canoes is subject to the following
- 1206 criteria:

- 1207 a. The Area of the proposed bicycle, kayak, motorized scooter, and canoe  
1208 storage or display is on private Property and not in Areas of required  
1209 parking or landscaped planting beds.
- 1210 b. Bicycles, kayaks, and canoes may be hung on Buildings if sufficient  
1211 Site Area is not available, provided the display does not impact or alter  
1212 the architectural integrity or character of the Structure.
- 1213 c. No more than a total of fifteen (15) pieces of equipment may be  
1214 displayed.
- 1215 d. Outdoor display is only allowed during Business hours.
- 1216 e. Additional outdoor bicycle storage Areas may be considered for rental  
1217 bicycles, provided there are no or only minimal impacts on landscaped  
1218 Areas, parking spaces, and pedestrian and emergency circulation.

1219 4. **DISPLAY OF MERCHANDISE.** Display of outdoor merchandise is subject to  
1220 the following criteria:

- 1221 a. The display is immediately available for purchase at the Business  
1222 displaying the item.
- 1223 b. The merchandise is displayed on private Property directly in front of or  
1224 appurtenant to the Business which displays it, so long as the private  
1225 Area is in an alcove, recess, patio, or similar location that provides a  
1226 physical separation from the public sidewalk. No item of merchandise  
1227 may be displayed on publicly owned Property including any sidewalk or  
1228 prescriptive Right-of-Way regardless of if the Property Line extends  
1229 into the public sidewalk. An item of merchandise may be displayed on



1230 commonly owned Property; however, written permission for the display  
1231 of the merchandise must be obtained from the Owner's association.

1232 c. The display is prohibited from being permanently affixed to any  
1233 Building.

1234 d. The display does not diminish parking or landscaping.

1235 e. The Use does not violate the Summit County Health Code, the Fire  
1236 Code, or International Building Code. The display does not impede  
1237 pedestrian circulation, sidewalks, emergency Access, or circulation. At  
1238 minimum, forty-four inches (44") of clear and unobstructed Access to  
1239 all fire hydrants, egress and Access points must be maintained.

1240 Merchandise may not be placed so as to block visibility of or Access to  
1241 any adjacent Property.

1242 f. The merchandise must be removed if it becomes a hazard due to wind  
1243 or weather conditions, or if it is in a state of disrepair, as determined by  
1244 either the Planning Director or Building Official.

1245 5. **OUTDOOR EVENTS AND MUSIC.** Outdoor events and music require an  
1246 Administrative Conditional Use permit. The Use must also comply with  
1247 Section 15-1-10, Conditional Use review. The Applicant must submit a Site  
1248 plan and written description of the event, addressing the following:

1249 a. Notification of adjacent Property Owners.

1250 b. No violation of the City Noise Ordinance, Title 6.

1251 c. Impacts on adjacent Residential Uses.

1252 d. Proposed plans for music, lighting, Structures, electrical signs, etc.

- 1253 e. Parking demand and impacts on neighboring Properties.
- 1254 f. Duration and hours of operation.
- 1255 g. Impacts on emergency Access and circulation

1256 **15-2.27-13 SIGNS**

1257 **A. APPLICABILITY.** Signs are allowed in the BPMX District as provided in Title 12  
1258 *Sign Code*. The following signs are prohibited in the Frontage Protection Overlay  
1259 Zone (FPZ):

- 1260 1. "A" Frame, Sandwich Board and Sidewalk or Curb Signs.
- 1261 2. Permanent Banners and Pennants.
- 1262 3. Billboards and Other Off-Premises Signs.
- 1263 4. Moving/Variable Message Signs. Electronically controlled copy changes, or  
1264 any other signs that move or use movement to emphasize text or images.
- 1265 5. Neon and Neon Appearing Signs. Neon lights, similar gas-filled light tubes,  
1266 and lighting made to appear as neon are prohibited, except when used for  
1267 indirect illumination and in such a manner as to not be directly exposed to  
1268 public view. This includes technology that simulates or mimics neon signs  
1269 through the use of LED lights or other methods.
- 1270 6. Portable and Wheeled Signs.
- 1271 7. Signs Causing Direct Glare. A sign or illumination that causes any direct  
1272 glare into or upon any public right-of-way, adjacent lot or building other than  
1273 the building to which the sign may be accessory.

- 1274 8. Signs Creating Optical Illusion. Signs with optical illusion of movement by  
1275 means of a design which presents a pattern capable of reversible  
1276 perspective, giving the illusion of motion or changing of copy.
- 1277 9. Signs Obstructing Egress. A sign which obstructs any window or door  
1278 opening used as a means of ingress or egress, prevents free passage from  
1279 one part of a roof to any other part, interferes with an opening required for  
1280 ventilation or is attached to or obstructs any standpipe, fire escape or fire  
1281 hydrant. A sign which obstructs the free movement of pedestrians on  
1282 sidewalks, pedestrian malls, trails or any other public access way.
- 1283 10. Signs on Parked Vehicles. Signs placed on or affixed to vehicles and/or  
1284 trailers, including bicycles, which are parked on a public right-of-way, public  
1285 property or private property so as to be visible from a public right-of-way  
1286 where the apparent purpose is to advertise a product or commercial service  
1287 or activity, or direct people to a business or commercial activity located on  
1288 the same or nearby property. However, this is not in any way intended to  
1289 prohibit signs placed on or affixed to vehicles and trailers, such as lettering  
1290 on motor vehicles, where the sign is incidental to the primary use of the  
1291 vehicle or trailer for transportation.
- 1292 11. Unsafe Signs. Any sign which: (1) Is structurally unsafe; (2) Constitutes a  
1293 hazard to safety or health by reason of inadequate maintenance or  
1294 dilapidation; (3) Is not kept in good repair; (4) Is capable of causing  
1295 electrical shocks to persons likely to come into contact with it; (5) In any  
1296 other way obstructs the view of, may be confused with or purports to be an

1297 official traffic sign, signal or device or any other official government  
1298 regulatory or informational sign; (6) Creates an unsafe distraction for vehicle  
1299 operators or pedestrians; (7) Obstructs the view of vehicle operators or  
1300 pedestrians entering a public roadway from any parking area, service drive,  
1301 public driveway, alley or other thoroughfare; (8) Is located on trees, rocks,  
1302 light poles or utility poles, except where required by law; or (9) Is located so  
1303 as to conflict with the clear and open view of devices placed by a public  
1304 agency for controlling traffic or which obstructs a motorist's clear view of an  
1305 intersecting road, alley or major driveway.

1306 **15-2.27-14 RELATED PROVISIONS**

- 1307 A. Fences and Walls. Section 15-4-2.
- 1308 B. Satellite Receiving Antenna. Section 15-4-13.
- 1309 C. Telecommunication Facility. Section 15-4-14.
- 1310 D. Parking. Chapter 15-3.
- 1311 E. Landscaping. Title 14; Sections 15-3-3 and 15-5-5(N).
- 1312 F. Lighting. Sections 15-3-3 and 15-5-5(J).
- 1313 G. Park City Sign Code. Title 12.
- 1314 H. Architectural Review. Chapter 15-5.
- 1315 I. Snow Storage. Section 15-3-3.

1316 **15-6.1-3 ZONING DISTRICTS AND USES**

- 1317 1. **ZONING DISTRICTS**. Affordable Master Planned Developments are Allowed in  
1318 the following Zoning Districts:

- 1319 1. Residential Development  
1320 2. Residential Development Medium  
1321 3. Residential Medium  
1322 4. Recreation Commercial  
1323 5. General Commercial  
1324 6. Bonanza Park Mixed Use District  
1325 7. Light Industrial  
1326 8. Community Transition  
1327 9. Historic Commercial Business  
1328 10. Historic Recreation Commercial, east of Park Avenue

- 1329 2. **USES**. An Affordable Master Planned Development can only contain Uses that are  
1330 Allowed or Conditional in the Zoning District in which it is located.

- 1331 3. **COMMERCIAL USES**. An Affordable Master Planned Development may include  
1332 up to 10,000 square feet of Commercial, Retail, Office, Public, and Quasi-public  
1333 Uses.

#### **15-4-4 SECONDARY LIVING QUARTERS**

Secondary living quarters are a permitted Accessory Use in all districts except the HRL, HR-1, HR-2, and ROS, unless previously approved by a Master Planned Development. Any request for secondary living quarters within residential dwellings shall be reviewed and approved by the Planning Department. The following criteria must be established prior to issuance of Building Permit or Certificate of Occupancy issuance:

1. **SIZE**. The maximum size for secondary living quarters shall be 1,000 square feet. This amount shall be included in the total Building Floor Area square footage calculations for all Structures.
2. **UNIVERSAL DESIGN PRINCIPLES**. Must follow Universal Design Principles to allow equal access by people of all ages and abilities. This including those aging-in-place and the American Disabilities Act. Methods include no-step entries, appropriate widths for hallways and doors, non-slip surfaces, etc.
3. **PARKING**. One (1) on-Site Parking Space for each Secondary Living Quarter shall be provided in addition to the underlying parking requirement. Tandem Parking is allowed.
4. **SINGLE UTILITY METERS**. The main dwelling and the Secondary Living Quarters shall be on the same utility meters.
5. **KITCHENS**. Secondary Living Quarters shall not contain full Kitchens, as defined in this Code.
6. **ACCESS**. The secondary quarters shall be designed to have direct Access into the main dwelling.



1356 7. **NO SEPARATE LEASES.** The secondary quarters shall not be rented or leased  
1357 separately from the main dwelling. Nightly Rentals and other seasonal rentals are  
1358 prohibited to help residential bases grow for locals. Secondary living quarters are  
1359 for the Use of the Owner of the main dwelling for guests, household help, relatives,  
1360 and other similar Persons.

DRAFT

1361 **15-15-1 DEFINITIONS**

1362 For the purpose of the LMC, certain numbers, abbreviations, terms, and words shall be  
1363 used, interpreted, and defined as set forth herein. Defined terms will appear as proper  
1364 nouns throughout this Title. Words not defined herein shall have a meaning consistent  
1365 with Webster's New Collegiate Dictionary, latest edition.

1366  
1367 Unless the context clearly indicates to the contrary, words used in the present tense  
1368 include the future tense; words used in the plural number include the singular; the word  
1369 "herein" means "in these regulations"; the word "regulations" means "these regulations";  
1370 "used" or "occupied" as applied to any land or Building shall be construed to include the  
1371 words "intended, arranged, or designed to be used or occupied".

1372 [Existing Definitions in BLACK, proposed Definitions in Red]

1373 **ART/PLACEMAKING ELEMENTS.** Features that reflect the identity and character of an  
1374 area, such as murals, statues, and sculptures. Dark sky-compliant lighting may be  
1375 allowed. Signage is excluded to maintain adherence to the sign code.

1376 **ATTAINABLE HOUSING.** Housing that is priced affordable to households with incomes  
1377 between 81 and 150 percent of AMI.

1378 **BANK.** A financial institution engaged in providing services such as accepting deposits,  
1379 cashing checks, lending money, and offering financial products or services, including but  
1380 not limited to savings and checking accounts, loans, mortgages, and investment  
1381 advisory services. Ancillary uses may include ATM facilities, safe deposit boxes, etc.

**CONNECTIVITY IMPROVEMENTS.** Includes new pedestrian paths or streets that create walkable and connected development patterns and break up existing superblocks or major improvements like tunnels and bridges.

**DENSITY BONUS.** Zoning tool that permits developers to build more housing units, taller buildings, or more floor space than normally allowed in exchange for providing a defined Project Enhancement.

**FLEX INDUSTRIAL.** A zoning or land-use classification designed to accommodate a mix of light industrial, production, and commercial activities, often aimed at supporting locally-owned businesses that produce goods and services for the surrounding community. Flex industrial spaces are versatile, allowing for uses such as small-scale manufacturing, craft industries, and local production facilities (e.g., a brewery supplying beer to nearby businesses), while maintaining compatibility with neighborhood character. This classification also serves as a mechanism to preserve and grandfather in pre-existing industrial uses, ensuring their continued contribution to the local economy and community identity.

**GREEN COMMUNITY SPACE.** Outdoor public spaces permitting public access.

1. **AMENITY TERRACE.** Rooftop that includes communal recreation or aesthetic uses, such as patios, balconies, lounges, etc.
2. **COMMUNITY GARDEN.** Publicly accessible garden space.
3. **FLEXIBLE SPACE.** Multi-use open space, utilized by the public. Can be used for individual enjoyment or for events.
4. **PLAZA AREA.** An open space for public use defined by surrounding buildings or streets.

- 1405           5. **POCKET PARK.** Small park accessible to the general public.
- 1406           6. **PUBLIC COURTYARD.** Publicly accessible open area between buildings
- 1407           and walls.
- 1408    **GROCERY STORE.** Medium to large commercial facility (typically 10,000–50,000
- 1409    square feet) that provides essential access to food and goods, strategically located to
- 1410    support community needs, enhance accessibility, and contribute to local economic and
- 1411    social infrastructure.
- 1412    **GYM.** A facility primarily designed and equipped for physical exercise, fitness training,
- 1413    or recreational activities, which may include, but is not limited to, weightlifting
- 1414    equipment, cardio machines, fitness classes, personal training services, and areas for
- 1415    sports or athletic activities. Ancillary uses may include locker rooms, saunas, retail sales
- 1416    of fitness-related merchandise, and food or beverage services.
- 1417    **HOTEL/HOTEL CONDOMINIUM/MOTEL.** A Building containing lodging rooms for the
- 1418    occupancy of guests for compensation on a nightly basis that includes facilities such as
- 1419    restaurants, bars, spas, meeting rooms, on-site check-in lobbies, recreation facilities,
- 1420    group dining facilities, and/or services customarily associated with hotels, such as
- 1421    concierge services, shuttle services, room service, and daily maid service (collectively
- 1422    referred to as a "Hotel"). Lockout Units, Bed and Breakfast Inns, and Boarding Houses
- 1423    are not Hotels. Hotels are considered a lodging Use and ownership of units may be by a
- 1424    condominium or timeshare instrument. Hotel rooms may include a Lockout Unit.
- 1425           1. Hotel, Major. A Hotel with more than fifteen (15) Hotel Rooms.
- 1426           2. Hotel, Minor. A Hotel with fewer than sixteen (16) Hotel Rooms.
- 1427           3. Hotel, Boutique. A Hotel with no more than 75 Hotel Rooms.

1428 **INDOOR ENTERTAINMENT FACILITY.** An establishment or enterprise for the purpose  
1429 of amusing or entertaining Persons for profit or non-profit and generally contained within  
1430 a Structure. Such Uses include, but are not limited to, theater, playhouse, cinema,  
1431 performing arts, planetarium, discovery center, museum, or bowling alley.

1432 **MAJOR OPEN SPACE.** A substantial area of undeveloped land, often publicly  
1433 accessible, preserved for purposes such as recreation, conservation, or enhancing  
1434 visual appeal. Examples include large parks, nature preserves, or prominent greenway  
1435 corridors within a community.

1436 **MAJOR TRANSIT STOP.** A transit stop that is served by at least two fixed transit routes  
1437 with frequency of service intervals of twenty (20) minutes or less during peak periods  
1438 and includes a waiting shelter consistent with City standards.

1439 **MIXED USE.** A parcel, structure, or both that combines two (2) or more land uses, such  
1440 as commercial, residential, or recreational spaces.

1441 **MULTI-UNIT DWELLING.** A Building containing four (4) or more Dwelling Units.

1442 **OUTDOOR USE OR EVENT.** Any land Use, Business or activity that is not conducted  
1443 entirely within an enclosed Building or Structure, not including outdoor recreation  
1444 activities and those Uses customarily associated with indoor Uses, such as parking,  
1445 drive-up windows, ATM's, gas pumps, playgrounds, and such. Outdoor Uses include  
1446 outdoor dining; outdoor food and beverage service stations and carts; outdoor storage  
1447 and display of bicycles, kayaks, and canoes; and outdoor events and music.

1448 **PARKING.**

1449 1. **Parking, Public.** A Parking Area or parking facility to be used by the public for  
1450 fee or otherwise.

1451 2. **Parking, Residential.** A Parking Area or Structure used exclusively for  
1452 residential, non-commercial Uses.

1453 3. **Parking, Shared.** The Development and Use of Parking Areas on two (2) or  
1454 more separate Properties for joint Use by the businesses or residents on those  
1455 Properties.

1456 4. **Parking, Underground.** A Parking Area or Structure below grade, utilized by all  
1457 land uses.

1458 **PEDESTRIAN AMENITY.** An intentionally designed and meaningful open space that  
1459 prioritizes human scale and enhances the pedestrian experience. Integrates nature and  
1460 urban design, contributing to the appeal and functionality of commercial and mixed-use  
1461 neighborhoods.

1462 **PEDESTRIAN CONNECTION.** A pathway, sidewalk, or network of sidewalks and  
1463 pathways designed to facilitate safe and accessible movement of people traveling by  
1464 foot, including at-grade improvements as well as tunnels or bridges.

1465 **PROJECT ENHANCEMENT.** Specific programmatic or infrastructure improvements a  
1466 development provides in exchange for additional height and/or density. Subject to the  
1467 requirements of Section 15-2.27-7.

1468 **PUBLICLY ACCESSIBLE OUTDOOR COMMUNITY SPACE.** Space suitable for year-  
1469 round use, and of a high design quality with gathering spaces, seating areas, play  
1470 structures, and public art.

1471 **SUSTAINABLE DEVELOPMENT.** Development that incorporates best practices to  
1472 minimize energy use. Park City has adopted net-zero goals, and sustainable  
1473 development can help the community reach these goals.



1474 **TRAFFIC CALMING.** Transit planning to deliberately slow traffic in residential areas  
1475 through methods such as speed bumps, bump-outs at intersections, and on-street  
1476 parking as part of a complete street design. Other methods include parklets, sidewalks,  
1477 signage, and street trees.

1478 **TRANSIT HUB.** A property utilized as a mass transit station or an interchange of  
1479 multiple modes of transportation.

1480 **UNIVERSAL DESIGN PRINCIPLES.** Principles through which public and private  
1481 spaces are designed to have equal access by people of all ages and abilities, with little  
1482 or no need for adaptation or specialized design.

1483 **USE.** The purpose or purposes for which land or Structures are occupied, maintained,  
1484 arranged, designed, or intended.

1485 1. **USE, INTENSITY OF.** The maximum number of residential units, or commercial,  
1486 or industrial space within a specified land Area designated for that purpose.

1487 **WAYFINDING.** Ways in which people orient themselves in physical space and navigate  
1488 from place to place. Examples can include signs, symbols, landmarks, or pathways.



# Bonanza Park Area Development Feasibility Analysis

April 2025

# Bonanza Park Mixed-use Zoning District (BPMX)

As a result of the study the Planning Commission and the City Council are considering the new Bonanza Park Mixed-use Zoning District (BPMX).

## Designed to achieve:

Set Pathway for Critical Connections

Encourage Vibrant Streetscapes

Require Pedestrian-Oriented Design

Support Multi-Modal Transportation

## Incentivizing redevelopment by:

Encouraging Existing Property Owners to Support Connections

Increased Height to 45 ft. with Increase in Density Under Certain Conditions

Allows for Development of Housing Options

Allows for Potential Parking Reductions



# Key Updates from Current Zone

As a result of the study the Planning Commission and the City Council are considering the new Bonanza Park Mixed-use Zoning District (BPMX).

## Setbacks

- Decreasing MPD setbacks, generally positive for feasibility
- Maintains FPZ setbacks
- Increase in potential walkability is an additional positive intangible economic effects over long term

## Height

- Potential for height increase to 45 ft. adds feasibility (provided two Tier A enhancements or one Tier A and two Tier B enhancements)
- Potential for increased density is also a positive relative to current code (path to greater floor area ratio)

## Parking

- Potential for parking reductions when providing a mix of uses is an additional powerful tool that adds feasibility



# Three Illustrative Scenarios

We examined three illustrative scenarios, utilizing the new BPMX toolkit, to study feasibility of development within the new zone. All scenarios are configured to provide two Tier A enhancements.



## Scenario 1

Mixed-use Housing  
& Retail

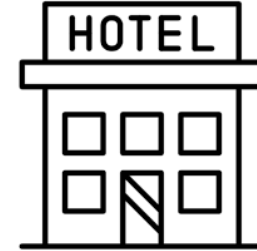
- 3 acres
- 29% of total project square footage  $\leq$  60% AMI residential
- 30% open space (includes setbacks)
- Underground parking



## Scenario 2

Mixed-use  
Housing, Grocery  
& Retail

- 4 acres
- 36% of total project square footage  $\leq$  60% AMI residential
- 30% open space (includes setbacks)
- Underground parking



## Scenario 3

Mixed-use  
Housing, Boutique  
Hotel & Retail

- 3 acres
- 29% of total project square footage  $\leq$  60% AMI residential
- 30% open space (includes setbacks)
- Underground parking

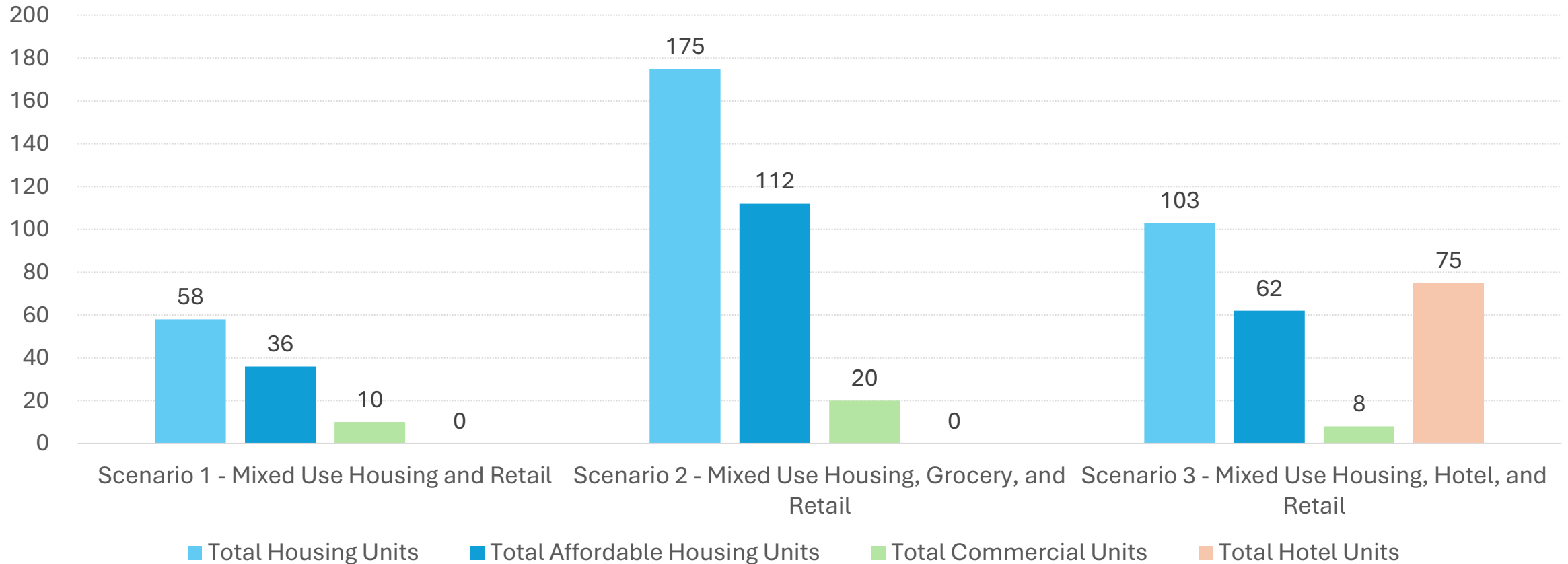


ZIONS PUBLIC FINANCE, INC.

# Three Illustrative Scenarios – Land Use

Unit counts reflect the different land use alternatives and hypothetical lot sizes.

Unit Counts Across Scenarios





# Three Illustrative Scenarios – Land Use

All scenarios meet open space and affordable housing requirements and are configured to provide two Tier A enhancements.

## Summary Land Use Characteristics

| Metric                                           | Scenario 1 - Mixed Use<br>Housing and Retail | Scenario 2 - Mixed Use<br>Housing, Grocery, and Retail | Scenario 3 - Mixed Use<br>Housing, Hotel, and Retail |
|--------------------------------------------------|----------------------------------------------|--------------------------------------------------------|------------------------------------------------------|
| Site Area (Acres)                                | 2.00                                         | 4.00                                                   | 3.00                                                 |
| Total Housing Square Footage                     | 69,402                                       | 191,950                                                | 125,218                                              |
| Total Retail Square Footage                      | 52,052                                       | 42,656                                                 | 44,721                                               |
| Total Grocery Square Footage                     | 0                                            | 63,983                                                 | 0                                                    |
| Total Hotel Square Footage                       | 0                                            | 0                                                      | 37,565                                               |
| Total Square Footage Across All Uses             | 121,454                                      | 298,589                                                | 207,504                                              |
| Total Housing Units                              | 58                                           | 175                                                    | 103                                                  |
| Total Affordable Housing Units                   | 36                                           | 112                                                    | 62                                                   |
| Total Commercial Units                           | 10                                           | 20                                                     | 8                                                    |
| Total Hotel Units                                | 0                                            | 0                                                      | 75                                                   |
| % of Total. Project Square Footage <= 80%<br>AMI | 29%                                          | 36%                                                    | 29%                                                  |
| % of Total. Project Square Footage <= 60%<br>AMI | 29%                                          | 36%                                                    | 29%                                                  |
| Acres of Open Space                              | 0.68                                         | 0.89                                                   | 0.79                                                 |
| % Site Area Reserved for Open Space              | 30%                                          | 30%                                                    | 30%                                                  |
| % Parking Reduction Requested                    | 18%                                          | 22%                                                    | 15%                                                  |
| Total Parking Spaces Supplied                    | 221                                          | 438                                                    | 286                                                  |



# Three Illustrative Scenarios – No Land Acquisition Cost

Redevelopment is feasible for existing landowners with little to no new land cost-basis, or municipal partners granted access to land.

## Summary Financial Characteristics

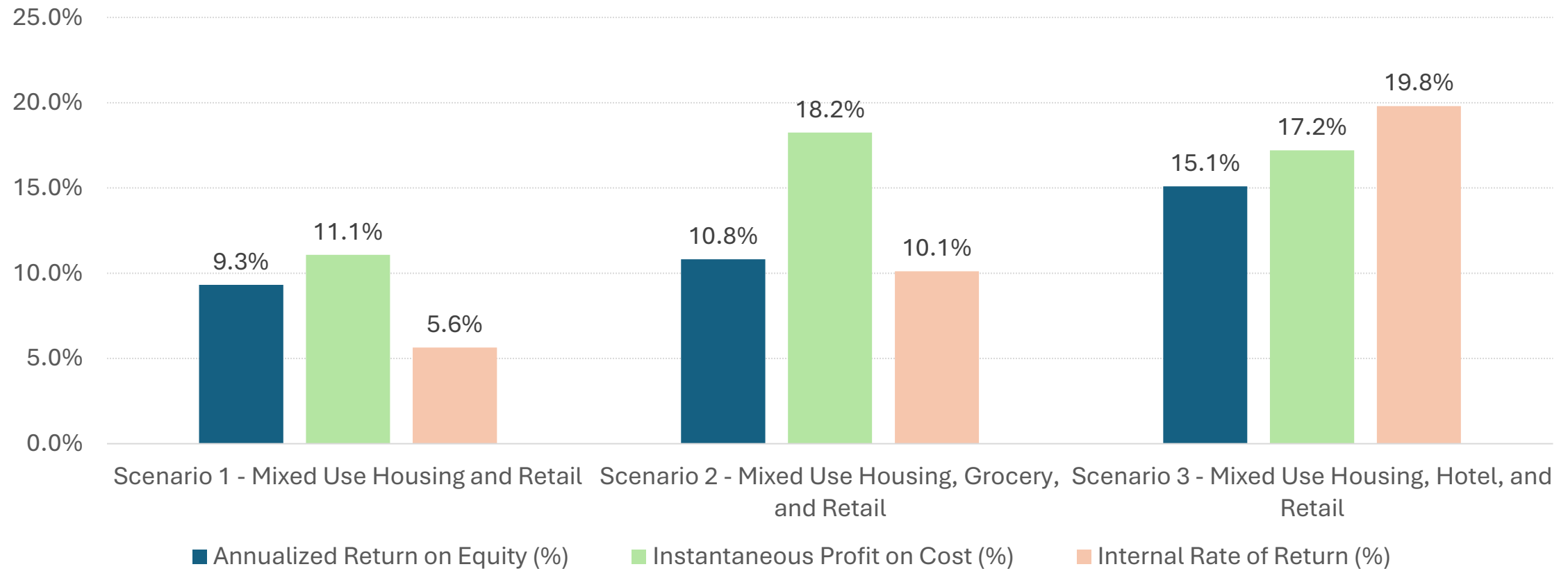
| Metric                                      | Scenario 1 - Mixed Use<br>Housing and Retail | Scenario 2 - Mixed Use<br>Housing, Grocery, and Retail | Scenario 3 - Mixed Use<br>Housing, Hotel, and Retail |
|---------------------------------------------|----------------------------------------------|--------------------------------------------------------|------------------------------------------------------|
| Land Acquisition Cost (\$)                  | \$0                                          | \$0                                                    | \$0                                                  |
| Construction Cost (\$)                      | \$60,611,979                                 | \$128,441,615                                          | \$105,884,574                                        |
| Required Investor Equity (\$)               | \$16,971,354                                 | \$35,963,652                                           | \$29,647,681                                         |
| Annual Debt Service (\$)                    | \$3,290,077                                  | \$6,971,935                                            | \$5,747,517                                          |
| Projected Funding Gap? (Y/N)                | No                                           | No                                                     | No                                                   |
| Funding Gap to Project Feasibility          | No Gap                                       | No Gap                                                 | No Gap                                               |
| Total Market Value of Project (\$)          | \$67,324,324                                 | \$151,879,712                                          | \$124,095,896                                        |
| Instantaneous Profit on Cost (%)            | 11.1%                                        | 18.2%                                                  | 17.2%                                                |
| Net Operating Income (\$, Y1 Operating)     | \$3,904,991                                  | \$8,716,361                                            | \$8,022,513                                          |
| Annualized Return on Equity (%)             | 9.3%                                         | 10.8%                                                  | 15.1%                                                |
| Internal Rate of Return (%)                 | 5.6%                                         | 10.1%                                                  | 19.8%                                                |
| Debt Coverage Ratio (Decimal, Y1 Operating) | 1.19                                         | 1.25                                                   | 1.40                                                 |
| Capitalization Rate - Residential (%)       | 5.50%                                        | 5.50%                                                  | 5.50%                                                |
| Capitalization Rate - Retail (%)            | 6.00%                                        | 6.00%                                                  | 6.00%                                                |
| Capitalization Rate - Grocery (%)           | -                                            | 6.00%                                                  | -                                                    |
| Capitalization Rate - Hotel (%)             | -                                            | -                                                      | 8.00%                                                |



# Three Illustrative Scenarios – No Land Acquisition Cost

Redevelopment is feasible for existing landowners with little to no new land cost-basis, or municipal partners granted access to land.

Key Financial Return Indicators Across Scenarios



# Three Illustrative Scenarios – With Land Acquisition Cost

New landowners or future investors face land acquisition costs that are likely to prevent them from investing in the zone.

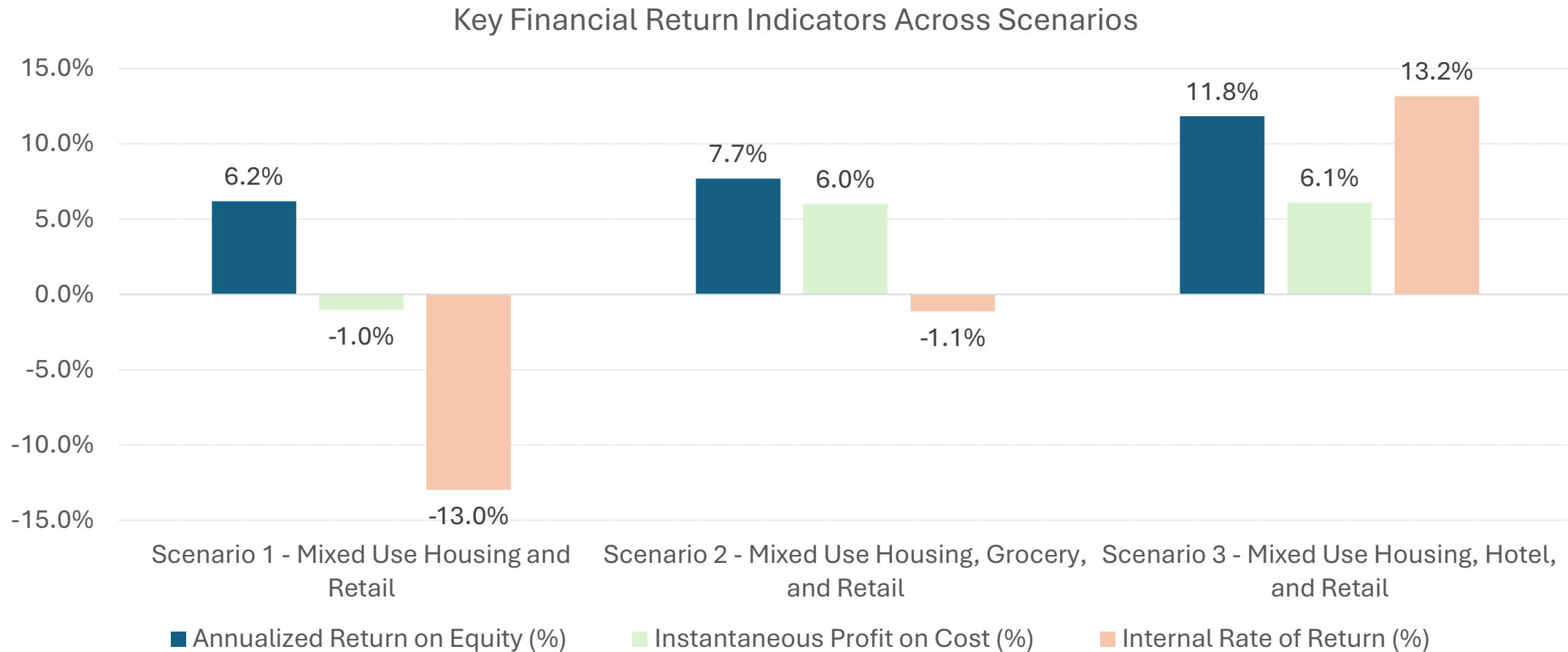
## Summary Financial Characteristics

| Metric                                      | Scenario 1 - Mixed Use<br>Housing and Retail | Scenario 2 - Mixed Use<br>Housing, Grocery, and Retail | Scenario 3 - Mixed Use<br>Housing, Hotel, and Retail |
|---------------------------------------------|----------------------------------------------|--------------------------------------------------------|------------------------------------------------------|
| Land Acquisition Cost (\$)                  | \$10,600,000                                 | \$21,200,000                                           | \$15,900,000                                         |
| Construction Cost (\$)                      | \$57,431,979                                 | \$122,081,615                                          | \$101,050,974                                        |
| Required Investor Equity (\$)               | \$19,048,954                                 | \$40,118,852                                           | \$32,746,273                                         |
| Annual Debt Service (\$)                    | \$3,692,841                                  | \$7,777,464                                            | \$6,348,212                                          |
| Projected Funding Gap? (Y/N)                | Yes                                          | Yes                                                    | Yes                                                  |
| Funding Gap to Project Feasibility          | -\$10,806,304                                | -\$14,183,861                                          | -\$11,469,462                                        |
| Total Market Value of Project (\$)          | \$67,324,324                                 | \$151,879,712                                          | \$124,095,896                                        |
| Instantaneous Profit on Cost (%)            | -1.0%                                        | 6.0%                                                   | 6.1%                                                 |
| Net Operating Income (\$, Y1 Operating)     | \$3,904,991                                  | \$8,716,361                                            | \$8,022,513                                          |
| Annualized Return on Equity (%)             | 6.2%                                         | 7.7%                                                   | 11.8%                                                |
| Internal Rate of Return (%)                 | -13.0%                                       | -1.1%                                                  | 13.2%                                                |
| Debt Coverage Ratio (Decimal, Y1 Operating) | 1.06                                         | 1.12                                                   | 1.26                                                 |
| Capitalization Rate - Residential (%)       | 5.50%                                        | 5.50%                                                  | 5.50%                                                |
| Capitalization Rate - Retail (%)            | 6.00%                                        | 6.00%                                                  | 6.00%                                                |
| Capitalization Rate - Grocery (%)           | -                                            | 6.00%                                                  | -                                                    |
| Capitalization Rate - Hotel (%)             | -                                            | -                                                      | 8.00%                                                |



# Three Illustrative Scenarios – With Land Acquisition Cost

New landowners or future investors face land acquisition costs that are likely to prevent them from investing in the zone.



# Economic Development Tools & Legislative Review

Key vehicles, their authorizations, and uses.

| Vehicle                                     | Criteria                                                                                                                                                                                                                                                                                              | Potential Uses                                                                                                                                                                        |
|---------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Community Redevelopment Agency (CRA)        | <ul style="list-style-type: none"> <li>Negotiated with each taxing entity</li> <li>Participation rate can be customized</li> <li>Not a new property tax, share of existing</li> </ul>                                                                                                                 | <ul style="list-style-type: none"> <li>Revenues generated within boundary used to pay bonds</li> <li>May pay for infrastructure improvements</li> <li>May acquire property</li> </ul> |
| Public Infrastructure District (PID)        | <ul style="list-style-type: none"> <li>Approved by City but separate stand-alone financing district</li> <li>State statute limits mill levy to 15 mills, a new tax above existing</li> <li>Potential to use Sales Taxes as well</li> </ul>                                                            | <ul style="list-style-type: none"> <li>Revenues generated within boundary used to pay bonds</li> <li>Proceeds used to pay for infrastructure improvements</li> </ul>                  |
| Housing & Transit Reinvestment Zones (HTRZ) | <ul style="list-style-type: none"> <li>10 minimum acres</li> <li>Maximum acres non-contiguous 100-125 acres</li> <li>9% of housing at 80% AMI</li> <li>3% of housing at 60% AMI</li> <li>Commuter Rail, Light Rail, and BRT expressions</li> </ul>                                                    | <ul style="list-style-type: none"> <li>80% of tax increment for 25-45 years</li> <li>25 year max per parcel</li> <li>15% sales tax capture</li> </ul>                                 |
| First Home Investment Zone (FHIZ)           | <ul style="list-style-type: none"> <li>51% of developable acres in center of zone must be used for housing</li> <li>Can count “extra-territorial” areas toward housing requirement</li> <li>&gt; 6 units per acre</li> <li>Housing must be owner-occupied</li> <li>20% of homes affordable</li> </ul> | <ul style="list-style-type: none"> <li>60% of tax increment for 25-45 years</li> <li>25 year max per parcel</li> </ul>                                                                |
| Home Ownership Promotion Zone (HOPZ)        | <ul style="list-style-type: none"> <li>&lt; 10 contiguous acres</li> <li>&gt; 6 units per acre</li> <li>60% of units at 80% of County median sales price</li> <li>All housing must be owner-occupied for at least 5 years</li> </ul>                                                                  | <ul style="list-style-type: none"> <li>Other taxing entities are required to participate</li> <li>60% of increment or project infrastructure for up to 15 years</li> </ul>            |

Source: Utah Governor’s Office of Opportunity, *Housing and Transit Reinvestment Zones (HTRZ)*, <https://business.utah.gov/business-recruitment/htrz/>.

Utah.gov, Gilmore Bell, *Utah Senate Bill 228 – Public Infrastructure District Act*, <https://www.utah.gov/pmn/files/748753.pdf>.

Utah Code, *Title 17C Limited Purpose Government Entities – Community Reinvestment Agency Act*, <https://le.utah.gov/xcode/Title17c/17c.html>.

Utah SB268, *SB268, First Home Investment Zone (FHIZ) Act*, <https://le.utah.gov/interim/2024/pdf/00001820.pdf>.

Utah SB168, *SB168 Affordable Building Amendments*, <https://le.utah.gov/~2024/bills/static/SB0168.html#:~:text=recommendation.,not%20take%20action%20affecting%20that>.



# Appendix

Erik Daenitz, Zions Public Finance  
[erik.daenitz@zionsbancorp.com](mailto:erik.daenitz@zionsbancorp.com)



# Bonanza Park Small Area Plan

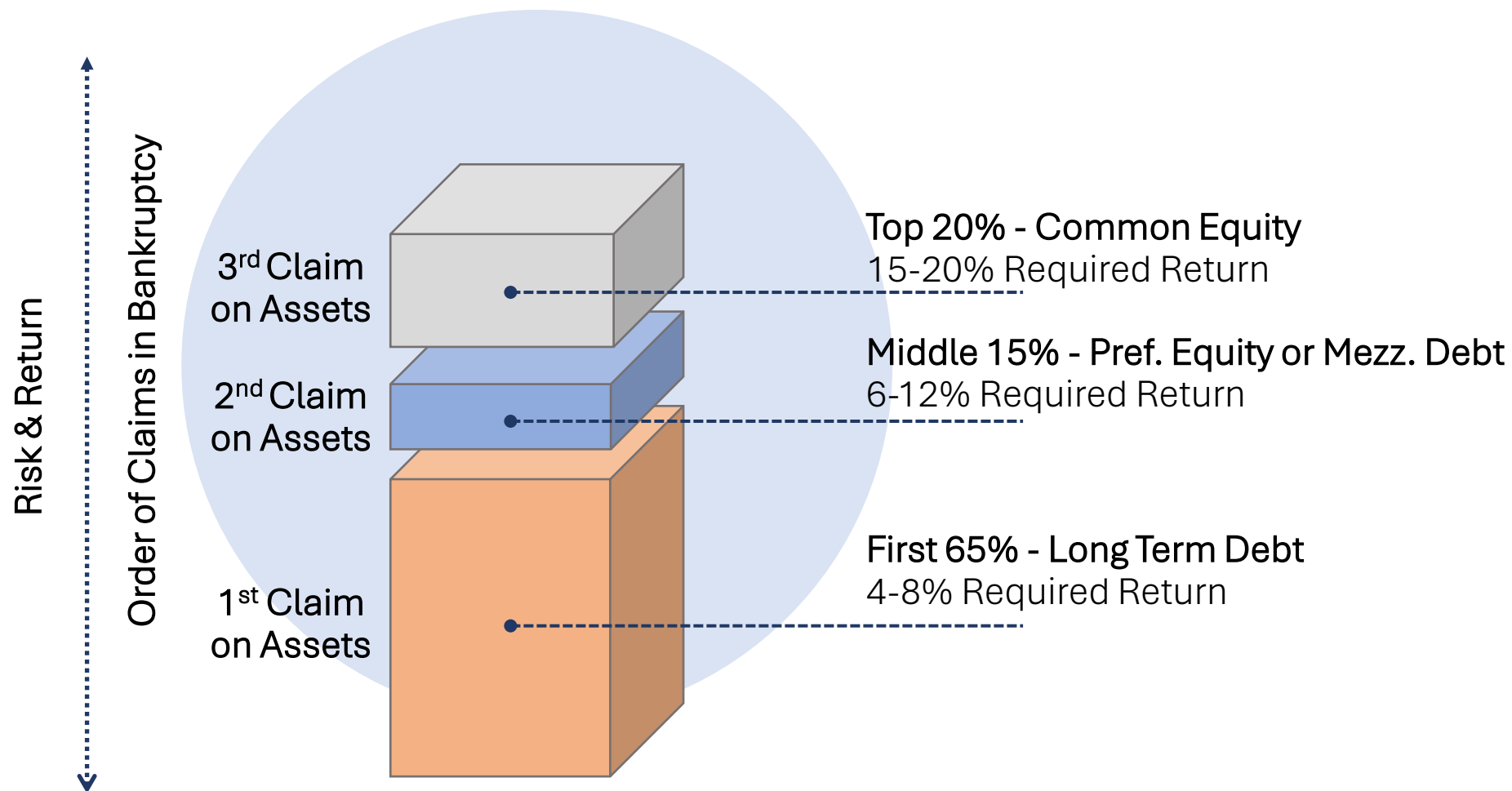
The Council-adopted area plan recommends the following goals:

- Creating a mixed-use neighborhood with livability in mind.
- Supporting locally owned businesses and entrepreneurship.
- Creating a safe and intuitive network for pedestrians, cyclists, and transit users.
- Expanding the availability of affordable and workforce housing units.
- Creating a more welcoming and sustainable community.
- Weaving arts and culture into the community fabric



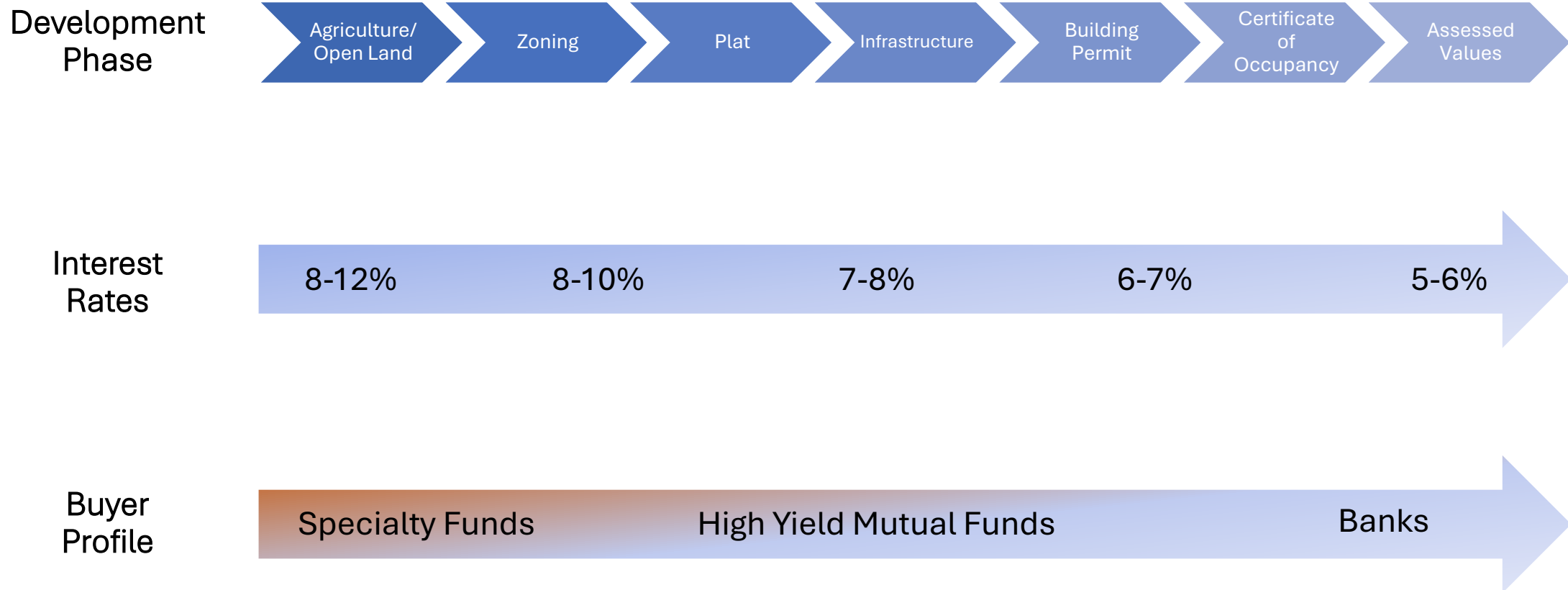
# Composition of Capital in Real Estate Investment

Different investors require differential returns in exchange for specific rights.



# Risk Assessment: Lender's View

As a deal progresses through the regulatory process, financing costs generally decrease.



# Benchmarks: Finance

Key metrics, their meaning, and current targets.

| Metric                           | Definition                                                                 | Meaning                                                                                                                                                                    | Current Market Targets                     |
|----------------------------------|----------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|
| Net Operating Income (NOI)       | Gross income less operations expenses, does not include debt.              | Indicates an investment's capability to pay for itself and return money to investors.                                                                                      | Want number to be positive!                |
| Capitalization Rate (Cap Rate %) | Net Operating Income / Market Value of Asset                               | Ratio between income produced and income invested, think like a stock's return.                                                                                            | 6.0% – 7.5% per year.                      |
| Internal Rate of Return (IRR)    | $NPV = \sum_{n=0}^N \frac{C_n}{(1+r)^n}$                                   | Discount rate that makes net present value of all cashflows = 0 in a discounted cashflow analysis. Calculates an investment's rate of return over a projected time-period. | 10.0% - 15.0% depending on time-period.    |
| Cash-on-Cash Return              | Net Operating Income Less Debt Service (Net Income) / Total Cash Invested  | Like Cap Rate but now accounts for cost of debt service.                                                                                                                   | 15.0% - 20.0% per year.                    |
| Return on Equity                 | Net Operating Income Less Debt Service (Net Income) / Total Owner's Equity | Like Cash-on-Cash Return but now accounts for appreciation and depreciation in the property via Owner's Equity.                                                            | 10.0% - 20.0% per year.                    |
| Debt Coverage Ratio (DCR, DSCR)  | Net Operating Income / Annual Debt Service Payment                         | Measure of an investment's ability to pay off its debt obligations.                                                                                                        | > 1.2                                      |
| Instantaneous Profit on Cost     | (Market Value per Sq. Ft. – Cost per Sq. Ft.) / Cost per Sq. Ft.           | Ratio between the project's market value versus its cost to build.                                                                                                         | 30% ideally but some deals <30% acceptable |

# Additional Affordable Housing Development Tools

Additional tools that specifically target affordable housing.

## Below Market Lease of Municipal Land

Municipalities may appropriate funds and resources for “corporate purposes only.” Utah Code § 10-8-2(1)(a)(i). A corporate purpose is one 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 city.” Utah Code § 10-8-2(3).

Generally, the municipal legislative body establishes the criteria for a determination of corporate purpose. Utah Code § 10-8-2(3)(b)(i). But the value received is “measured on a project-by-project basis over the life of the project” and legislative body “may consider intangible benefits received by the municipality in determining net value received.” Utah Code § 10-8-2(3)(a), (c).

Notably, the determination of value received “shall be presumed valid unless it can be shown that the determination was arbitrary, capricious, or illegal.” Utah Code § 10-8-2(3)(b)(ii).

## 4% LIHTC Tax-Exempt

- 4% Tax Credit to Investor
- 30% subsidy to new construction cost
- Access to issue debt in tax-exempt market
- Usually, 10 yr + 5 yr compliance period
- Generally used for rehabilitation and new construction
- Must follow 20/50 rule or 40/60 rule (20% of units at less than 50% AMI or 40% of units less than 60% AMI)
- Less competitive

## 9% LIHTC Tax-Exempt

- 9% Tax Credit to Investor
- 70% subsidy to new construction cost
- Access to issue debt in tax-exempt market
- Usually, 10 yr + 5 yr compliance period
- Generally used for new construction and substantial rehabilitation
- Must follow 20/50 rule or 40/60 rule (20% of units at less than 50% AMI or 40% of units less than 60% AMI)
- More competitive

## 100% Debt Tax-Exempt

- Emerged originally from student housing projects
- Not a tax credit deal
- Ground lease payments made to public entity
- Structured via bankruptcy remote Federal 501(c)3s
- Debt frequently bought by large banks
- Pre-development risk share usually requested and refunded at financial close
- Asset reverts to municipality at end of debt maturity

Source: Utah Code, Utah Municipal Code Title 10, Chapter 8 Powers and Duties of Municipalities, <https://le.utah.gov/xcode/Title10/Chapter8/10-8-S2.html>  
Janover HUD 223(f) Loans, *What are 4% and 9% LIHTC Credits?*, <https://www.hud223f.loans/glossary/4-and-9-percent-lihtcs/>



# What Can You Do? Markets and Planning are Joined

What is a key resource land management codes govern? **Improved floor area.** If de-growth is preferred, then a difficult regulatory process makes sense. If growth is preferred, then governments can take actions on both the demand and supply side.

## To Incentivize Demand for Floor Area

Maximize efficient transit access to job opportunities

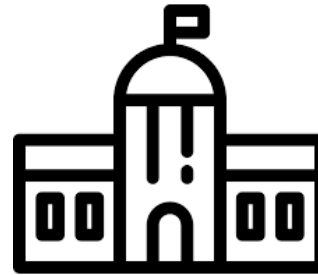
Authorize Public Infrastructure Districts (PIDs)

Authorize Community Reinvestment Agencies (CRAs)

Authorize Housing and Transit Tools (HTRZ, HOPZ, FHIZ)

Reduce or Don't Increase Taxes Where Able

Incentives, grants for new business



Municipal  
Planning &  
Powers

Key Influence on Project  
Form and Viability



ZIONS PUBLIC FINANCE, INC.

## Incentivize Supply of Floor Area

Reduce or Eliminate Minimum Floor/Area Ratios if they Exist

Reduce Parking Ratios

Reduce Minimum Lot Size

Reduce Setback Requirements

Reduce or Eliminate Height Restrictions

Reduce or Eliminate Single-Family Only Zones

Reduce or Eliminate Roof Slope-Angle Requirements

## Alec Barton

---

**From:** Craig Elliott <celliott@elliottworkgroup.com>  
**Sent:** Thursday, December 12, 2024 9:48 AM  
**To:** Rebecca Ward; Christin VanDine; Rick Shand; Sarah Hall; Bill Johnson; Laura Suesser; Henry Sigg; John Frontero  
**Cc:** Carla Lehigh  
**Subject:** [External] Bonanza Park Mixed Use District  
**Attachments:** Bonanza Park Mixed-Use Zoning District Code Amendments CE Markup.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Warning: Replies to this message will go to celliott@elliottworkgroup.com. If you are unsure this is correct please contact the helpdesk.

**[CAUTION]** This is an external email.

Planning Director and Commissioners:

Thanks for listening to my overall comments last night about the Bonanza Park Mixed Use District. I've attached a pdf file of the hard copy left in chambers last night of the proposed code changes with comments for your review.

I am happy to sit down to discuss if the comments prompt any questions.

My cell number is (435)901-3150 feel free to call or text.

**CRAIG ELLIOTT | AIA**

1441 Ute Boulevard Suite 100 - Park City UT - 84098

Office: 435.649.0092 x301 | [ELLIOTTWORKGROUP.COM](http://ELLIOTTWORKGROUP.COM)

### **15-1-6 ZONE DISTRICTS AND ZONE MAP**

In order to carry out the purposes of the LMC, Zoning Districts have been established as set forth in LMC Chapters 15-2 and as identified on the Official Zoning Map. In interpreting the Official Zoning Map, the following standards shall apply:

1. The zoning boundary lines are intended to conform to existing Property boundary lines when not in a public Right-of-Way, or to follow the center line of public Rights-of-Way, including prescriptive Rights-of-Way, unless the lines are located by specific dimensions, in which case the dimensions shall control.
2. Where the Zoning District lines appear to have intentionally divided a Lot or Parcel between two (2) or more districts, the applicable zoning for each portion of the Lot or Parcel must be determined by using the scale shown on the map.
3. There is no minimum Area or diversity of ownership requirement for a zone designation. Neither the size of a Zoning District nor the number of landowners within the district may be used as evidence of the illegality of a Zoning District or of the invalidity of a municipal decision.
4. All property within the City limits is subject to the City's Zoning Districts, including State or Federal property which may be exempt from the City's land use ordinance and jurisdiction. If such zoning is subsequently invalidated, no building permit, subdivision or approval for any development activity may be applied for until the City establishes a valid zoning for the property.

## **15-2.27 BONANZA PARK MIXED USE (BPMX) DISTRICT**

|                          |                                                              |
|--------------------------|--------------------------------------------------------------|
| <b><u>15-2.27-1</u></b>  | <b><u>PURPOSE</u></b>                                        |
| <b><u>15-2.27-2</u></b>  | <b><u>USES</u></b>                                           |
| <b><u>15-2.27-3</u></b>  | <b><u>LOT AND SITE REQUIREMENTS</u></b>                      |
| <b><u>15-2.27-4</u></b>  | <b><u>BUILDING HEIGHT</u></b>                                |
| <b><u>15-2.27-5</u></b>  | <b><u>ARCHITECTURAL REVIEW</u></b>                           |
| <b><u>15-2.27-6</u></b>  | <b><u>DESIGN GUIDELINES</u></b>                              |
| <b><u>15-2.27-7</u></b>  | <b><u>COMMUNITY BENEFITS</u></b>                             |
| <b><u>15-2.27-8</u></b>  | <b><u>PARKING REQUIREMENTS</u></b>                           |
| <b><u>15-2.27-9</u></b>  | <b><u>TRANSPORTATION DEMAND MANAGEMENT</u></b>               |
| <b><u>15-2.27-10</u></b> | <b><u>STREET SYSTEMS</u></b>                                 |
| <b><u>15-2.27-11</u></b> | <b><u>OPEN SPACE AND TRAIL CONNECTIVITY</u></b>              |
| <b><u>15-2.27-12</u></b> | <b><u>SUSTAINABILITY REQUIREMENTS</u></b>                    |
| <b><u>15-2.27-13</u></b> | <b><u>CONVENTIONAL CHAIN BUSINESSES</u></b>                  |
| <b><u>15-2.27-14</u></b> | <b><u>CRITERIA FOR DRIVE-UP WINDOWS</u></b>                  |
| <b><u>15-2.27-15</u></b> | <b><u>SEXUALLY ORIENTED BUSINESSES</u></b>                   |
| <b><u>15-2.27-16</u></b> | <b><u>CRITERIA FOR BED AND BREAKFAST INNS</u></b>            |
| <b><u>15-2.27-17</u></b> | <b><u>GOODS AND USES TO BE WITHIN ENCLOSED BUILDINGS</u></b> |
| <b><u>15-2.27-18</u></b> | <b><u>SIGNS</u></b>                                          |
| <b><u>15-2.27-19</u></b> | <b><u>RELATED PROVISIONS</u></b>                             |

### **15-2.27-1 PURPOSE**

The purpose of the Bonanza Park Mixed Use (BPMX) District is to:

1. ensure development in the Bonanza Park neighborhood implements the Bonanza Park Small Area Plan and provides opportunities for locally serving businesses and diverse housing options.
2. encourage development of Missing Middle Housing such as Townhomes, Duplexes, Triplexes and Multi-Unit Dwellings,
3. create a vibrant Mixed-Use pedestrian-oriented neighborhood, with safe comfortable access to parks, and publicly accessible green spaces and outdoor community spaces,
4. protect views along the Bonanza Parks' entry corridors and Frontage Protection Zone,
5. allow increased height and densities when development provides significant community benefits, including exceeding affordable/workforce housing requirements, integration of trail systems, promoting multi-modal transit, providing publicly accessible outdoor community spaces, provide underground parking, art/placemaking elements, community facilities, etc. See definitions in 15-15 Defined Terms,

6. establish a network of pedestrian and bicycle linkages throughout Bonanza Park, through the restriction of auto-centric uses,
7. ensure development implements Universal Design Principles and aspires to reach Park City's net zero goals, reduce vehicle trips and improve access to transit, and
8. incorporates public art and placemaking elements to inspire, delight, and enliven public spaces and streets in the Bonanza Park Neighborhood.

### **15-2.27-2 USES**

[Section Under Development] Uses in the BPMX District are limited to the following:

### **15-2.27-3 LOT AND SITE REQUIREMENTS**

Except as may otherwise be provided in this Code, no Building Permit shall be issued for a Lot unless such Lot has the Area, width, and depth as required, and Frontage on a Street shown as a private or Public Street on the Streets Master Plan, or on a private easement connecting the Lot to a Street shown on the Streets Master Plan. All Development activity must comply with the following minimum standards:

- A. **LOT SIZE**: No minimum lot size.
- B. **DENSITY**: The following densities and square footage limitations apply within the BPMX District.

- a. **Residential**. Minimum residential density 10 units per acre.

- b. **Commercial**. A single building is limited to no more than 15,000 to 29,000 square feet of commercial square footage. This limitation shall apply to commercial-only development and mixed-use development with a commercial component. A single commercial tenant shall not occupy more than 5,000 square feet of commercial square footage, unless it meets one of the following exemptions:

1. Grocery Store,
2. US Post Office, or
3. The use has received conditional use approval pursuant to Section 15-1-10 Conditional Use Review Process.

- C. **OPEN SPACE AND SITE COVERAGE**: The following Open Space and Site Coverage requirements apply within the BPMX District.

- a. **Residential**. Parcels with a residential component as a single use or as part of a mixed-use building shall have a minimum site coverage of 40% and a maximum of 80%. At least 20% of the total Site Area shall be transferred

Which number is it? Also, this would be better if the area was tied to the area of the property.

Has there been a test site plan of this documentation? Is this considered an easement? Or is it to be transferred to another entity?

Development Right (TDR) Open Space and may not be used for Streets, roads, driveways, or parking areas. This Transferred Development Right (TDR) Open Space must be Natural or Landscaped Open Space.

Has there been a test site plan of this documentation? Is this considered an easement? Or is it to be transferred to another entity?

b. **Commercial**. Parcels with a commercial component or as part of a mixed-use building shall have a minimum site coverage of 40% and a maximum of 90%. At least 10% of the total Site Area shall be Transferred Development Right (TDR) Open Space and may not be used for Streets, roads, driveways, or parking areas. This Transferred Development Right (TDR) Open Space must be Natural or Landscaped Open Space.

c. **Industrial**. Parcels with an industrial component shall have a maximum site coverage of 70%. At least thirty percent (30%) of the total Site Area, shall be Transferred Development Right (TDR) Open Space and may not be used for Streets, roads, driveways, or Parking Areas.

D. **SETBACK REQUIREMENTS**: Table 15.2-27-3-D identifies the required setbacks in the BPMX District.

| Table 15.2-27-3-D: MINIMUM SETBACK REQUIREMENTS |                                                                                                                                                                                                                  |                                                                                                                                            |                                                          |
|-------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|
| Use                                             | Front Setback                                                                                                                                                                                                    | Side Setback                                                                                                                               | Rear Setback                                             |
| Recreation Open Space                           | Designated Recreation Open Space Lots within the Bonanza Park Neighborhood are subject to the requirements outlined in the Recreation and Open Space Zone District including 15-2.7-3 Lot and Site Requirements. |                                                                                                                                            |                                                          |
| Dwelling, 2 units or less                       | The minimum Front Setback is twenty feet (20').                                                                                                                                                                  | The minimum Side Setback for any Main Structure is ten feet (10'). The minimum Side Setback for any Accessory Structure is five feet (5'). | The minimum Rear Setback is ten feet (10').              |
| Dwelling, 3 units or more                       | The minimum Front Setback is twenty feet (20'). (See Note 1, 2, 3)                                                                                                                                               | The minimum Side Setback is five feet (5'). (See Note 4, 5)                                                                                | The Rear Setback is fifteen feet (15').                  |
| Commercial                                      | Minimum front setback is twenty feet (20') for all Main and Accessory Buildings and                                                                                                                              | The minimum Side Setback is ten feet (10'). (See Note 3, 4, 5, 6, 7)                                                                       | The minimum Rear Setback is ten feet (10'). (See Note 3) |

It may be useful to allow zero setbacks on the front yard if a new street and sidewalk is created that is dedicated to PCMC.



|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                 |                                                          |                                             |
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| Flex / Light Industrial                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | The minimum Front Setback is thirty feet (30'). | The minimum Side Setback is ten feet (10'). (See Note 7) | The minimum Rear Setback is ten feet (10'). |
| <p>Notes:</p> <ol style="list-style-type: none"> <li>1. The twenty foot (20') Front Setback may be reduced to ten feet (10'), provided all on-Site parking is at the rear of the Property or underground.</li> <li>2. The Frontage Protection Overlay Zone (FPZ) requires a minimum landscaped buffer of thirty-feet (30') in width abutting the Street. See Section 15-2.20.</li> <li>3. The Prospector Overlay allows reduced site requirements for designated Affected Lots. See Section 15-2.18-3(I).</li> <li>4. A Side Setback between connected Structures is not required where Structures are designed with a common wall on a Property Line, each Structure is located on an individual Lot, the Lots are burdened with a party wall agreement in a form approved by the City Attorney and Chief Building Official, all applicable Building and Fire Code requirements are met, and the Use is an Allowed or Conditional Use in the Zoning District.</li> <li>5. Exterior Side Setbacks shall be based on the required minimum Side Setback for each Lot; however the Planning Commission may consider increasing exterior Side Setbacks during Conditional Use Permit review to mitigate potential impacts on adjacent Property. Side Setback exceptions continue to apply.</li> <li>6. The minimum Side Setback for a Detached Accessory Building not greater than eighteen feet (18') in height, located at least five feet (5') behind the front facade of the Main Building must be one foot (1'), except when an opening is proposed on an exterior wall adjacent to the Property Line, at which time the minimum Side Setback must be three feet (3'). See the following illustration:</li> <li>7. On Corner Lots, the Side Yard that faces a Street is considered a Front Yard and the Setback must not be less than twenty feet (20').</li> </ol> |                                                 |                                                          |                                             |

E. **DWELLING, 2 UNITS OR LESS SETBACK EXCEPTIONS.** The setback exceptions identified in Chapter 15-2.12-3 (R-1 zone district) shall apply to development in the BPMX District.

F. **DWELLING, 3 UNITS OR MORE SETBACK EXCEPTIONS.** The setback exceptions identified in Chapter 15-2.15-3 (RM zone district) shall apply to development in the BPMX District. In addition, the following activities shall be permitted in setbacks.

1. Public Transit Area
2. The twenty foot (20') Front Setback may be reduced to ten feet (10'), provided the parcel is not located within the Frontage Protection Zone, and usable dedicated outdoor space is provided for all residential units. This space may be located at grade, as a balcony, as a rooftop amenity, or any combination thereof.

- G. **COMMERCIAL SETBACK EXCEPTIONS.** The setback exceptions identified in Chapter 15-2.18-3 (GC District) shall apply to development in the BPMX District. In addition, the following activities shall be permitted in setbacks.
1. The twenty foot (20') Front Setback may be reduced to ten feet (10'), provided the parcel is not located within the Frontage Protection Zone, and usable dedicated outdoor space is provided for all residential units. This space may be located at grade, as a balcony, as a rooftop amenity, or any combination thereof.
- H. **SNOW RELEASE.** The design of roofs shall address snow accumulation and ice/snow shedding. Entries, walkways and pedestrian areas shall be protected from ice/snow shedding. Site plans and Building design must resolve snow release issues to the satisfaction of the Chief Building Official.
- I. **CLEAR VIEW OF INTERSECTION.** No visual obstruction in excess of two feet (2') in height above Road Grade shall be placed on any Corner Lot within the Site Distance Triangle. A reasonable number of trees may be allowed, if pruned high enough to permit automobile drivers an unobstructed view. This provision must not require changes in the Natural Grade on the Site.
- J. **PROSPECTOR OVERLAY ESTABLISHING A MAXIMUM FLOOR AREA FOR DEVELOPMENT.** The following requirements apply to specific Lots in the Prospector Square Subdivision:
1. **AFFECTED LOTS.** Lots 2A through Lot 49D, except Lots 40, 41, 42, 43, 44, 45, and 46, and parking Lots A through K as shown on the Amended Prospector Square Subdivision Plat.
  2. **MAXIMUM FLOOR AREA RATIO (FAR).** The FAR must not exceed two (2.0) for all Affected Lots as specified above. All Uses within a Building, except enclosed Parking Areas, are subject to the Floor Area Ratio (FAR). Parking Lots A - K must have no Use other than parking and related Uses such as snow plowing, striping, repaving and landscaping.
  3. **REDUCED SITE REQUIREMENTS.** In the Prospector Square Subdivision, Front, Side and Rear Setbacks may be reduced to zero feet (0') for all Affected Lots as specified above. Commercial Lots within the Frontage Protection Zone shall comply with FPZ Setbacks per LMC Section 15-2-20. This section is not intended to conflict with the exceptions listed above nor shall it be interpreted as taking precedence over the requirement of Section 15-2.18-3(H) Clear View of Intersection.

#### **15-2.27-4 BUILDING HEIGHT**

No Structure shall be erected to a height greater than thirty-five feet (35') from Existing Grade. This is the Zone Height.

The word “may” is doing a lot of work here. Why not just provide height if the items are provided? This discretion discourages the area to be redeveloped.

A typical double-loaded corridor residential building is 60’ to 70’ wide. A gable roof spanning this distance at 4:12 pitch would be 10’ to 11’-8” tall. This will diminish the buildable area.

A. **BUILDING HEIGHT EXCEPTIONS.** The following height exceptions apply:

1. One (1) additional story, or a maximum of forty-five feet (45) from Existing Grade per Section 15-2.27-8 may be granted if **Community Benefits are provided, pursuant to Section 15.2-27-X.**
2. Affordable Master Planned Developments may be granted additional height up to forty-five feet (45) from Existing Grade per Section 15-6.1.
3. Gable, hip, Barrel, and similar pitched roofs may extend up to five feet (5') above the Zone Height, if the roof pitch is 4:12 of greater.
4. Antennas, chimneys, flues, vents, and similar Structures may extend up to five feet (5') above the highest point of the Building to comply with the International Building Code (IBC).
5. Water towers, mechanical equipment, and associated Screening, when enclosed or Screened, may extend up to five feet (5') above the height of the Building.
6. Church spires, bell towers, and like architectural features, subject to LMC Chapter 15-5 Architectural Guidelines, may extend up to fifty percent (50%) above the Zone Height, but may not contain Habitable Space above the Zone Height. Such exception requires approval by the Planning Director.
7. An Elevator Penthouse may extend up to eight feet (8') above the Zone Height.
8. Ski lift and tramway towers may extend above the Zone Height subject to a visual analysis and approval by the Planning Commission

**15-2.27-5 ARCHITECTURAL REVIEW**

Prior to the issuance of a Building permit for any Conditional or Allowed Use, the Planning Department must review the proposed plans for compliance with Architectural Review, Chapter 15-5. In addition to the requirements identified in Chapter 15-5, the Design Guidelines identified in Section 15.2-27-6 shall apply.

**15-2.27-6 DESIGN GUIDELINES**

In order to implement the Bonanza Park Small Area Plan, specific design guidelines for the BPMX District are adopted. These are intended to ensure development is consistent with the neighborhood character while improving overall connectivity with greater Park City.

- A. **APPLICABILITY.** These Design Guidelines shall apply to all development in the BPMX District, with the exception of single-family or two-dwelling unit development. Where there is a conflict between the standards in this Chapter and Chapter 15-5, the requirements of this Chapter shall apply.

- B. **BUILDING PLACEMENT AND ORIENTATION.**

Which streets?  
What about  
orienting to open  
space? What  
about building  
forms creating  
community  
gathering space?

1. Incorporate open space into building placement. Open spaces provide opportunities for additional landscaping, while also providing opportunities for commercial businesses to utilize space as outdoor seating or for outdoor merchandising.
2. On parcels greater than 30,000 square feet, the massing of the building should be broken into smaller volumes. Creative approaches to break up building mass and scale is encouraged. This could include separate buildings above grade or linked exterior walkways.
3. Buildings should be oriented to the street to create a positive pedestrian experience. To the extent practicable, building facades should be parallel to the adjacent street to orient access to public and private streets, pedestrian circulation, and gathering areas.
4. Development should preserve or enhance views of significant community features from prominent public vantage points as listed below:
  - a. PLACEHOLDER FOR VANTAGEPOINTS
5. Maximizing solar exposure during winter months should be a consideration in designing public spaces and gathering areas. Development adjacent to major open spaces, such as parks or designated public amenities, shall perform a sun/shadow study of the effects of development on such spaces from autumn through spring.

C. **BUILDING SCALE, VARIATION, AND FENESTRATION.** Buildings in Bonanza Park should reflect the scale of uses and reinforce a pedestrian environment.

1. **BUILDING SCALE**

- a. The perceived mass and scale of Development in the BPMX District shall be reduced by incorporating design elements that emphasize three or more of the following:
  - i. Variation in roof forms or parapet heights, or
  - ii. Insets, projections or other relief in the wall plane, or
  - iii. Architectural emphasis on building entries, or
  - iv. Arcades, porticos, or other forms of covered exterior circulation, or
  - v. Variations to window size or proportions, or
  - vi. Balconies, or
  - vii. Variation in color, texture, or materials as allowed in Section 15-5.

Define the word "large".

- b. Building design should avoid blank walls and large undifferentiated expanses of wall surface exposed to public pedestrian rights of way, plazas, or parks.
- c. Roof overhangs, projections, awnings or canopies should contribute to the character of the building and create shadow patterns while aiding in protection of the structure and pedestrians.
- d. Exceptions from the guidelines may be allowed for those areas of the building envelope that are not visible from adjacent development and public spaces.

## 2. VERTICAL BUILDING ARTICULATION

- a. All buildings that are approved above thirty five feet (35') in height shall include vertical articulation to help break up the mass of the building. This articulation shall occur every thirty feet (30') and shall be achieved through a façade change of at least eight inches (8") in depth, or through a material change.
- b. This shall apply to all building facades.

Instead of a setback, which defines the architectural form, applying a 45 degree angle similar to the HCB height definition would be more consistent with the LMC while maintaining the light and air that this section is intended to do.

## 3. VERTICAL STEPBACKS

- a. A vertical setback is required for any building developed within fifty feet (50') of the Frontage Protection Zone. These upper story setbacks shall be a minimum of ten feet (10') in depth.
- b. A vertical setback for portions of a building over thirty five feet (35') should be considered.

## 4. HORIZONTAL BUILDING ARTICULATION

- a. Structures greater than sixty feet (60'), but less than 120 feet in length must exhibit a prominent shift in the facade of the Structure so that no greater than seventy five percent (75%) of the length of the Building Facade appears unbroken. Each shift shall be in the form of either a ten foot (10') change in Building Facade alignment or a ten foot (10') change in the Building Height, or a combined change in Building Facade and Building Height totaling ten feet (10').
- b. Structures that exceed 120 feet in length on any facade shall provide a prominent shift in the mass of the Structure at each 120 foot interval, or less if the Developer desires, reflecting a change in function or scale. The shift shall be in the form of either a fifteen foot (15') change in Building Facade alignment or a fifteen foot (15') change in the Building Height. A combination of both the Building Height and Building Facade change is encouraged and to that end, if the combined change occurs at the same location in the Building plan, a fifteen foot (15') total change will be considered as full compliance.
- c. This shall apply to all building facades.

## 5. FENESTRATION

- a. Windows for non-residential and mixed-use buildings should be provided to create a direct relationship to the street.
  - i. A minimum of 50% glazing is required on the ground level of all street-facing facades to create a strong relationship to the street.
  - ii. A minimum of 40% is required for second levels.
- b. Transparent glazing shall be rated at a minimum 60 percent light transmittance factor.

This number seems really high.

Is this for the first floor only? It seems odd in a Planning Document if it is for the whole building.

c. Reflective glass is prohibited on ground floors and discouraged on upper levels.

6. Balconies are permitted for all residential uses. These may be integrated into a vertical step-back. Railings for balconies should have a minimum of **30% transparency**. Balconies may count as outdoor space for residential units if they are a **minimum of six (6) feet by eight (8) feet**.

Area is not a good definition for breaks.. Distance would be a better definition. Main Street blocks are 400 lineal feet.

**D. SITE ACCESS AND ON-SITE PARKING.** Site access should be consolidated to the greatest extent practicable.

Stairs and Elevators?

This doesn't make sense. Get the cars into parking as quickly as possible.

"Shortest Block Length" has no value. It should be from best location for traffic and distance from major intersections.

This is in contradiction with the Small Area Plan where there is street parking proposed.

1. For sites that are larger than two (2) acres in size, integration of an alleyway or mid-block walkway is encouraged to support a pedestrian oriented street design.
2. Access between the on-site Use and Parking Area must be provided through pedestrian, bicycle, and/or transit facility connections (e.g. sidewalks, multi-use paths, bicycle lanes, transit stops, etc.).
3. On-site parking should be accessed from a street other than Park and Kearns. If there is no access from an internal street, the main vehicular access point shall be from the shortest block length.
4. Additional vehicular access points on Park and Kearns are discouraged and shall be minimized.
  - a. Where parking is accessed from Park or Kearns, the parking area, inclusive of drive aisles, shall be no more than 35% of the parcel width. Screening of parking areas is required, which may include low walls, landscaping, public art, public seating, multi-modal transportation infrastructure, and the like.
5. All onsite parking shall be located behind the front-most wall of the Main Building.
6. When a parking garage is provided, underground parking is preferred. Where an above-grade garage is provided, it shall be located behind the Main Building and shall include architectural screening or artistic screening to minimize views of vehicles.
7. Any street-facing entry to a parking garage should be designed to reduce visibility. All ramps shall be integrated into the building's architecture.
8. Parking areas and loading zones should be located to minimize visual impacts from the a public Street or pedestrian way.
9. Consider paving material change to define surface parking areas from the main vehicular travel lane.

**E. STREET LEVEL DESIGN.** Thought shall be given to the street level design to encourage the overall walkability and vitality of the area.

This paragraph is not clear. Interpreting "should have" will cause issues with approval for buildings that are 100% residential.

1. Buildings should have an active use on the ground level. Active uses support the vibrancy and usability of the public realm adjacent to a building, and include retail establishments, retail services, civic spaces (theaters, museums, etc), restaurants, bars, art and craft studios, and other uses determined to be



What is a "main entry"? What if the building is a series of townhouse residential units?

substantially similar by the **Planning Director and/or Planning Commission**. For buildings that are 100% residential, a lobby or other common space shall meet this requirement. The active use should extend at least 25 feet inside the building.

20' is entirely arbitrary and makes very little sense.

2. All buildings shall have at least one main entry on all street-facing facades. This entry should be easily seen from the street and adjacent pedestrian way.

3. On corner lots, two (2) entrances should be provided. At least one (1) of these entries should be located within twenty (20) feet of the corner.

This should be removed. It may not work for all retail spaces. F. This is a building code issue, not planning.

4. An internal airlock should be incorporated into all commercial, lodging, public, and mixed-use buildings.

There are many quality materials that are sustainable, durable, and maintain their appearance that should be allowed.

**ARCHITECTURAL STYLES AND MATERIALS.** The limitations identified in Chapter 15-5 shall apply. In addition, the following standards should be met:

1. Building materials should convey a pedestrian scale and have proven durability in Park City's climate.

2. Building materials shall be of a high quality and reflect the range of materials found in the Bonanza Park Area. The use of **wood, metal, glass, and XX** is appropriate in this zone district.

3. Architecture that reflects corporate branding is not permitted. This shall not be construed to limit the ability to place signage on the property in accordance with the allowances and limitations of the Land Management Code.

#### **G. ROOFS.**

1. Flat roofs and low sloping roofs are preferred.
2. Snow shedding shall be considered in all roof design. Roofs shall be designed and insulated to ensure valleys, areas over wall top plates and other similar building spaces do not form ice dams and to minimize the need for heat tape.
3. Where roofs will drip onto pedestrian or other public areas, buildings shall provide a system of gutters, downspouts and permitted heat-tape to direct and channel roof run-off into the project's landscape areas and to prevent ice build-up in pedestrian areas. In non-pedestrian or public areas, roofs may drip to swales that direct water to the natural or proposed landscape.
4. Eaves and fascia shall generally be responsive and proportional to the design of the building.
5. The limitations identified in Chapter 15-5 shall apply.

#### **H. LANDSCAPING.**

1. Landscaping should complement the context and enhance the architecture of the building.
2. Stormwater best management practices should be considered in the landscape design.
3. Landscape materials should reflect the Park City climate.
4. For parcels located in the Frontage Protection Zone, the first thirty feet (30') should include landscaping and pedestrian-focused infrastructure.

- a. Sidewalks, trails, bike paths, and the like are permitted in this area. These shall have a vegetative buffer from the edge of road pavement of at least three feet (3')
- b. Multi-modal infrastructure is permitted in this area, including bike racks, transit stops and shelters, wayfinding signage, seating, and the like. Mobility Hubs and Transit Hubs are also permitted in these areas, provided they do not exceed **XX feet** in height.

Showing proposed locations for mechanical equipment makes sense but it is very difficult to know at the planning level the exact equipment and sizes.

#### **I. SERVICE AND MECHANICAL AREAS.**

1. Trash, recycling, and service areas should be designed as integrated components of the building and should be sited to minimize impacts to pedestrians.
2. All exterior mechanical equipment must be Screened to minimize noise infiltration to adjoining Properties and to mitigate visual impacts on nearby Properties and general public view. All mechanical equipment must be shown on the plans prepared for city review.
3. Delivery areas should be located at the rear of a property.
4. The loading and unloading of goods must take place entirely on the Site. Loading and delivery areas must be Screened from general public view. All loading areas shall be shown on the plans prepared for city review.
5. Shared delivery, service, trash, and recycling areas are encouraged.
6. All Structure must provide a means of storing refuse generated by the Structure's occupants. All refuse storage facilities must be shown on the plans prepared for city review. Refuse storage must be Screened, enclosed, and properly ventilated.
7. When possible, transformers and other utility boxes, should be located at the rear of the property.
  - a. Location along Park and Kearns is highly discouraged.
  - b. All transformers and other utility infrastructure should be screened through fencing, landscaping, low walls, art, and the like, as permitted by the relevant utility provider.
8. The undergrounding of utilities is preferred.
9. Mechanical equipment, ducts, and vents should be accommodated internally within the building and / or co-located on the roof. Screening of equipment on the roof is encouraged.

Utility companies will most likely require this location as the current infrastructure is provided from these two streets

#### **J. ART INSTALLATIONS.**

1. Integration of public art is encouraged in all development in the BPMX zone district, including murals, sculptures, enhanced trails, gateways, crosswalks, wayfinding, interactive exhibits, and the like.
2. It shall be the responsibility of the property owner to maintain all art located on private property.
3. Art is specifically allowed in the Frontage Protection Zone.
4. **[should there be a required review with the arts board?]**

This discretionary review will be detrimental in redeveloping the district. The word "may" is the issue.

- K. **LARGE LOT DEVELOPMENT.** For parcels that are five (5) acres or more in size, the entire site should be developed. However, if a property owner is not prepared to develop the entire parcel at one time, the development shall be clustered to enable phasing of development.

#### **15-2.27-7 COMMUNITY BENEFITS**

Additional height may be granted to allow for additional housing units, or more residential floor space than allowed through underlying zoning in exchange for providing defined public or community benefits. In the BPMX District, Density Bonuses allow for up to one (1) additional story, or a maximum of forty-five feet (45) from Existing Grade if the provision of Community Benefits exceeds the minimum thresholds outlined herein

1. **APPLICABILITY.** The Community Benefit process shall be required in the BPMX District for the following:

- a. Any Multi-Unit Residential project with market-rate units exceeding 20% of the total Residential Units.
- b. Any Mixed-Use Residential project with more than 10,000 square feet of Commercial, Retail, Office, Public, or Quasi-public Gross Floor Area.
- c. Any Commercial or Industrial project exceeding 20,000 square feet.

- d. **Allowed but not required.** The Community Benefit process is allowed but not required in the BPMX Districts for:

- i. Any Multi-Unit Residential project proposing Affordable Units.
- ii. Any Mixed-Used Residential project proposing Affordable Units.
- iii. Any Commercial project in or outside the FPZ proposing Affordable Units.
- iv. Any Hotel or Lodging project proposing Affordable Units.

- e. **Not Allowed.** The Community Benefit process is not allowed or permitted, except as provided in Sections A and B above or as specifically required by the City Council as part of a Master Planned Development or Affordable Master Planned Development. Additional height is not permitted in the FPZ.

## **2. STANDARDS.**

1. (Section is reserved)

This is every project. Just say it.

**15-2.27-8 PARKING REQUIREMENTS**

- A. APPLICABILITY.** All development within the BPMX District is subject to the following parking requirements in addition to requirements outlined in Section 15-3 Off Street Parking.
- B. REQUIREMENT.** Off-Street parking within the BPMX District shall be provided for each land Use as listed in this section, where parking ratio requirements supersede those in Section 15-3 Off Street Parking.
1. **RESIDENTIAL USES.** Off-Street parking shall be provided for each land Use as listed in this section, in the Parking Ratio Requirements tables. When applying the tables, the parking requirements stated for each Use, or combination of Uses, applies to each Dwelling Unit within the Structure. Specific Uses, and the related parking ratio requirements are also shown below: Also refer to 15-15 Definitions for clarification of Uses.

| <b>Table 15-2.27-8-B-1 RESIDENTIAL PARKING RATIO REQUIREMENTS</b>                                  |                                                                                                            |
|----------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------|
| <b>USE</b>                                                                                         | <b>PARKING RATIO (NUMBER SPACES)</b>                                                                       |
| Accessory Apartment                                                                                | 1 space per dwelling unit                                                                                  |
| Lockout Unit in Single Family and Duplex Dwellings                                                 | 1 space per dwelling unit                                                                                  |
| Single Family Dwelling                                                                             | 2 per Dwelling Unit                                                                                        |
| Duplex Dwelling                                                                                    | 1.5 per Dwelling Unit (3 total)                                                                            |
| Triplex Dwelling                                                                                   | 1.5 per Dwelling Unit (5 total)                                                                            |
| Multi-Unit Dwelling, Apartment/Condominium not greater than 1,000 sf floor Area                    | 1 per Dwelling Unit                                                                                        |
| Multi-Unit Dwelling, Apartment/Condominium greater than 1,000 sf and less than 2,000 sf floor Area | 1.5 per Dwelling Unit                                                                                      |
| Multi-Unit Dwelling, Apartment/Condominium 2,000 sf floor Area or greater                          | 2 per Dwelling Unit                                                                                        |
| Dormitory                                                                                          | 75% of the number of people housed or 1 per 200 sf floor Area devoted to accommodations, whichever is less |
| Boarding House, Hostel                                                                             | 1 per 2 beds; and 1 per manager's unit                                                                     |
| Secondary Living Quarters                                                                          | 1 per bedroom in addition to requirements for primary residence                                            |
| Guest House                                                                                        | 1 per Unit                                                                                                 |
| Nightly Rental                                                                                     | Parking for the first six (6) bedrooms is based on                                                         |

|  |                                                                                                                                                                                                                                                                                                              |
|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | the parking requirement for the dwelling. An additional space is required for every additional two (2) bedrooms utilized by the Nightly Rental Use. Parking for Historic Structures may be allowed on the Street adjacent to the Property, if approved by the Planning, Engineering, and Building Department |
|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

2. **NON-RESIDENTIAL USES.** In non-residential projects, or for non-residential space associated with primarily residential Structures, the following parking requirements shall apply: Also refer to LMC Chapter 15-15, Definitions, for clarification of Uses. Uses may also qualify for additional parking via underground parking if proven community benefits are provided.

| <b>Table 15-2.27-8-B -2 NON-RESIDENTIAL PARKING RATIO REQUIREMENTS</b>                    |                                                                                                               |
|-------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|
| <b>USES</b>                                                                               | <b>PARKING RATIO REQUIREMENTS<br/>(NUMBER SPACES)</b>                                                         |
| Group Care Facility                                                                       | 1 per 2 bedrooms plus 1 per employee per shift, or 2 per 3 employees per shift, whichever is greater          |
| Child Care Center                                                                         | 1 per on-duty staff per shift and 1 per 6 children                                                            |
| Public and Quasi-Public Institution, church and school; Public Utility Uses; and Cemetery | 1 space per 5 seats, or 2 spaces per 3 employees, or 1 space per 1,000 sf of floor Area, whichever is greater |
| Auditorium and Assembly Hall                                                              | 1 space per every 5 seats                                                                                     |
| Bed and Breakfast Inn                                                                     | 1 space per bedroom and 1 space per on-duty manager                                                           |
| Hotel, Minor and Major                                                                    | 1 space per room or suite, and 1 space per 200 sf of separately leasable commercial space                     |
| Offices, General                                                                          | 2 spaces per 1,000 sf of leasable floor Area                                                                  |
| Offices, Intensive                                                                        | 4 spaces per 1,000 sf of leasable floor Area                                                                  |
| Office and Clinic, Medical                                                                | 5 spaces per 1,000 sf of leasable floor Area                                                                  |
| Hospital, Limited Care                                                                    | 1 space per 2 beds                                                                                            |

|                                                             |                                                                                                                                                                                               |
|-------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Hospital, General                                           | 1.5 spaces per bed                                                                                                                                                                            |
| Automobile Sales/Rental                                     | 1 space per vehicle plus one space per employee                                                                                                                                               |
| Financial Institution, with and without drive-up            | 2 spaces per 1,000 sf of net leasable floor Area                                                                                                                                              |
| Retail & Service Commercial, Minor, Personal Service        | 0 spaces required for buildings that have less than or equal to 3,000 net leasable floor area<br>Above 3,000 net leasable floor area is 3 spaces for each 1,000 sf of net leasable floor area |
| Retail & Service Commercial, Major                          | 5 spaces for each 1,000 sf of net leasable floor Area                                                                                                                                         |
| Retail & Service, outdoor storage                           | 3 spaces per 1,000 sf of inside net leasable floor Area                                                                                                                                       |
| Retail & Service, Auto Related and Gas Stations             | 5 spaces per 1,000 sf of net leasable floor Area                                                                                                                                              |
| Shopping centers or complexes of multi-tenant retail spaces | 3.5 spaces per 1,000 sf of leasable floor Area, excluding corridors and service Areas not related to individual tenant retail spaces                                                          |
| Convenience Store, Support Commercial Uses                  | 4 spaces per 1,000 sf of net leasable floor Area                                                                                                                                              |
| Cafe/Deli                                                   | 2 spaces per 1,000 sf of net leasable floor Area                                                                                                                                              |
| Restaurant, Standard and Bar                                | 0 spaces required for buildings that have less than or equal to 3,000 net leasable floor area<br>Above 3,000 net leasable floor area is 3 spaces for each 1,000 sf of net leasable floor area |
| Restaurant, Outdoor Dining                                  | Based on Site specific review at the time of CUP                                                                                                                                              |
| Restaurant, With Drive-up                                   | 7 per 1,000 sf of net leasable floor Area                                                                                                                                                     |
| Light Industrial and Wholesale establishments               | 1 space per 1,000 square feet of floor area and 1 for every 2 employees in the largest shift                                                                                                  |
| Temporary Improvement                                       | 1 per employee plus 1 guest spaces                                                                                                                                                            |



|                                                           |                                                                                                                             |
|-----------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|
| Tramway Station/Ski Base Facility                         | See Chapter 8.20                                                                                                            |
| Recreation Facility, Private or HOA                       | Minimum of 1 space per 4 persons maximum rated capacity                                                                     |
| Recreation Facility, Public                               | 1 space per 4 seats or 5 spaces per 1,000 sf of floor Area, or 1 per 3 persons rated capacity depending on type of facility |
| Indoor Entertainment, Theater                             | 1 space per 4 seats or 5 spaces per 1,000 sf of floor Area depending on type of facility                                    |
| Commercial Outdoor Recreation and Stables, Riding Academy | 1 space per 3 persons maximum rated capacity                                                                                |
| Master Planned Developments                               | As determined by Planning Commission based on proposed Uses                                                                 |
| Mining Operations                                         | 2 spaces per 3 employees                                                                                                    |
| Airports/Heliports                                        | As determined by the Planning Commission based on traffic generation study                                                  |

- C. CALCULATION OF SPACES.** If a project incorporates two Uses, the Use requiring higher number of Parking Spaces shall govern. Whenever the calculation results in a fractional number, the number of spaces required must be rounded up to the next whole number.
- D. PARKING MAXIMUMS.** No more than one hundred and twenty five percent (125%) of the minimum required parking may be provided for newly constructed non-residential, mixed-use, or Multi-Unit Dwelling developments of ten (10) or more units when the new development is within a one-quarter ( $\frac{1}{4}$ ) mile of a transit stop. When the parking requirement is zero Parking Spaces, a maximum of five (5) Parking Spaces may be provided. The maximum parking limit does not apply to public parking facilities, park-and-ride lots, shared parking areas, or any City facilities. Exceptions to the maximum parking limit may be approved by the Planning Commission if found to be consistent with Section 15-3-1 and to further the City's goals for reducing single-occupancy vehicle trips.
- E. SHARED PARKING.** For both on-site parking and off-site parking, Shared Parking Spaces may be provided contingent upon a shared parking analysis being completed and a Shared Parking Agreement being executed, as approved by the Community Development Director.

1. The parking requirement for projects with multiple, distinct land uses (residential, commercial, lodging, or other) may be lowered, if the applicant submits a shared-parking analysis, approved by the Community Development Director, which results in a peak-parking-demand measure that is less than the Parking Requirement established by Section 15-3-6 for Residential and Non-Residential Uses.

**F. PARKING REQUIREMENT ADJUSTMENT.** A ten percent (10%) reduction in the number of required Parking Spaces is allowed to reduce or eliminate a public safety hazard or to bring substandard Parking Spaces into compliance with current City design standards subject to approval by the City Engineer.

**G. UNDERGROUND PARKING.** All development within the BPMX District is encouraged to provide underground parking in order to promote a vibrant pedestrian friendly environment that reduces car-pedestrian conflict. If 100% of required parking is provided on-site and underground, Front and Rear Setbacks may be reduced by 50% outside of the Frontage Protection Zone Overlay.

**H. ALTERNATIVE PARKING STRATEGIES.** The following alternative parking strategies may be used to comply with the minimum Off-Street parking standards required by this Chapter.

1. **OFF-SITE PARKING.** Required Off-Street Parking Spaces may be provided Off-Site in compliance with the following:
  - a. Required parking must be located within the City limits.
  - b. Access between the on-Site Use(s) or the subject site and the Off-Site Parking Area must be provided through pedestrian, bicycle, and/or transit facility connections (e.g., sidewalks, multi-use paths, bicycle lanes, transit stops, etc.).
  - c. A parking agreement shall be provided in a form acceptable to the City Attorney which identifies the location of the Off-Site parking spaces, guarantees the continued availability of the Off-Site Parking Spaces, and sets forth the ongoing responsibilities of the parties involved. The parties to the agreement shall include the owners and lessees of the Off-Site Parking Spaces and the Owners and lessees of the subject Site, and a copy of any such agreement shall be provided to the City. The City shall not be required to be a party to any such agreement, but each agreement shall grant the City the right (but not the obligation) to enforce the agreement's terms and shall include a provision requiring that the City be notified immediately of any termination or default of the agreement. Any termination or default of the agreement between parties shall result in revocation of the on-Site parking reduction approval by the City unless a new alternative parking arrangement is approved by the City within a reasonable timeframe, as determined by the Planning Director.

2. **PARKING REDUCTIONS FOR SITES WITH MULTIPLE USES.** For buildings or sites with multiple Uses, parking may be reduced. To calculate the parking requirement, calculate the sum of the minimum Off-Street parking requirements for the two Uses with the highest Off-Street parking requirement, and then multiply that sum by the number shown below for that combination of Uses.

| <b>Table 15-2.27-8-H-2 PARKING REDUCTIONS FOR SITES WITH MULTIPLE USES</b> |                               |                                      |                                                              |               |                         |
|----------------------------------------------------------------------------|-------------------------------|--------------------------------------|--------------------------------------------------------------|---------------|-------------------------|
| <b>FIRST USE</b>                                                           | <b>SECOND USE</b>             |                                      |                                                              |               |                         |
|                                                                            | <b>MULTI-UNIT RESIDENTIAL</b> | <b>PUBLIC INSTITUTIONAL OR CIVIC</b> | <b>FOOD, BEVERAGE, LODGING, RECREATION, OR ENTERTAINMENT</b> | <b>RETAIL</b> | <b>OTHER COMMERCIAL</b> |
| Multi-Unit Dwelling <sup>1</sup>                                           | NA                            |                                      |                                                              |               |                         |
| Public Institutional, or Civic                                             | 10%                           | NA                                   |                                                              |               |                         |
| Food, Beverage, Lodging, Recreation or Entertainment <sup>2</sup>          | 15%                           | 20%                                  | NA                                                           |               |                         |
| Retail                                                                     | 15%                           | 25%                                  | 25%                                                          | NA            |                         |
| Other Commercial                                                           | 20%                           | 25%                                  | 25%                                                          | 20%           | NA                      |

This percentage is low.

3. **ADDITIONAL ALTERNATIVE STRATEGIES.** After any reduction in the required number of Off-Street Parking Spaces under **Section 15-3-6.1(C) is applied,**

<sup>1</sup> The parking reduction for developments with multi-unit residential shall apply only to the non-residential Use parking requirement.

<sup>2</sup> For mixed-use projects, 0 spaces shall be required for the first 3,000 sf of net leasable floor Area of “Retail & Service Commercial, Minor, Personal Service” and/or “Restaurants, Standard and Bar” Uses.

the alternative strategies described below may be combined for an additional non-residential Use parking reduction of up to ten percent (10%).

- a. **DESIGNATED CAR SHARING PARKING.** Designated car sharing spaces (i.e., spaces marked and reserved for car sharing vehicles) shall count as an average of 1.5 Parking Spaces, for up to a maximum of three (3) designated car sharing spaces (i.e., one designated car sharing space = 2 Parking Spaces; two designated car sharing spaces = 3 Parking Spaces; and three designated car sharing spaces = 5 Parking Spaces).
- b. **ELECTRIC VEHICLE (EV) CHARGING PARKING SPACES.** Electric Vehicle (EV) Parking Spaces (i.e., spaces with approved charging infrastructure for Electric Vehicles consistent with Section 15-3-11) that are in addition to the EV Parking Spaces required to be provided pursuant to Section 15-3-11 shall count as two Parking Spaces, for up to a maximum of five (5) additional EV Parking Spaces.
- c. **UNDERGROUND PARKING.** When underground parking is provided, each two (2) underground Parking Spaces shall count as three (3) Parking Spaces toward satisfying the minimum required parking. This may allow for a reduction of up to five percent (5%) in the number of required Parking Spaces.
4. **PROXIMITY TO TRANSIT.** A fifteen percent (15%) reduction in the total number of required Parking Spaces for any development may be approved when the Site is within one thousand feet (1,000') unobstructed year-round walking distance of a Major Transit Stop.
5. **CUMULATIVE PARKING REDUCTION.** No development may be granted a cumulative parking reduction greater than fifty percent (50%) for non-residential Uses or greater than fifteen percent (15%) for residential Uses as provided in Sections 15-3-6.1(C), (D), and (E).

This whole section seems off. Why not just have the City do a study and define the acceptable density in the code?

#### **15-2.27-9 TRANSPORTATION DEMAND MANAGEMENT**

A. **APPLICABILITY.** A Transportation Demand Management (TDM) Plan is required for all development projects as provided in Section 15-3-12(B). Two (2) TDM Plan levels shall apply as described below.

1. **LEVEL 1 TDM PLAN.** A Level 1 TDM Plan is required for all development described below:
  - a. Single Family Dwellings: 10 - 24 Dwelling Units
  - b. Single Family Attached Dwellings or Multi-Unit Dwellings: 10 - 44 Dwelling Units
  - c. Hotel or Lodging Project: 10 - 39 rooms

2. **LEVEL 2 TDM PLAN.** A Level 2 TDM Plan is required for all projects that require a Traffic Impact Study (TIS) (i.e., development adds twenty-five (25) or more peak hour vehicle trips) as described below:

- a. Single Family Detached Dwellings: 25 Dwelling Units and greater
- b. Single Family Attached Dwellings or Multi-Unit Dwellings: 45 Dwelling Units and greater
- c. Hotel: 40 rooms or more
- d. Retail: 3,000 square feet or greater
- e. Office: 3,000 square feet or greater
- f. Sit-Down Restaurant: 2,500 square feet or greater
- g. Fast Food/Fast Casual Restaurant: 800 square feet or greater

- B. **EXEMPT PROJECTS.** Projects exempt from TDM Plan requirements are:

1. Developments of Single-Family or Duplex Dwelling Units with fewer than ten (10) Dwelling Units;
2. Remodels or expansions of existing residential units that do not increase the total number of residential units;
3. Remodels or expansions of Commercial, Retail, Office, Hotel or lodging projects, or mixed-use projects involving no more than five hundred square feet (500 square feet) of commercial net leasable space or two (2) lodging rooms or units;
4. Any Hotel or lodging project with fewer than ten (10) rooms;
5. Retail less than 3,000 square feet;
6. Office less than 3,000 square feet;
7. Sit-Down Restaurant less than 2,500 square feet; and
8. Fast Food/Fast Casual Restaurant less than 800 square feet.

- C. **TDM PLAN.** The Applicant shall submit a TDM Plan for review and approval by the Planning Commission. The TDM Plan shall document and demonstrate consistency with the requirements in this Section. The TDM Plan shall include, but is not limited to, the following:

1. Identification of the applicable TDM strategies to be implemented based on the size of the project and estimated number of trips generated.
2. Implementation plan for each TDM strategy, including timelines, responsibilities, and budget allocations.

3. Monitoring and evaluation plan, submitted annually to the Planning Department, to track the effectiveness of TDM strategies and adjust them as needed. At their discretion, the Planning Director may require additional Planning Commission review and modifications as needed.

D. **LEVEL 1 TDM PLAN REQUIRED COMPONENTS.** The following TDM trip reduction strategies are required for Level 1 TDM Plans:

1. Participation in an annual travel survey of residents and employees for the first four(4)years of building occupancy. Employers on Sites subject to an approved TDM Plan shall submit the survey results to the City.
2. Provide the following information to employees and/or residents on an annual basis:
  - a. Carpooling/vanpooling information;
  - b. Transit schedules and route information;
  - c. Information on air pollution and alternatives to single-occupancy vehicle trips;
  - d. Bicycle route and facility information, including local bicycle maps, locations of nearest outdoor bicycle parking or enclosed bicycle storage, and bicycle safety information; and
  - e. Information on walking and biking to work, pedestrian and bicycling safety, and all-weather walking shoes and traction devices for shoes and bicycle tires in winter/ice conditions.
3. One strategy from the Supplemental TDM Menu (**see Section 15-3-12(F).**)

E. **LEVEL 2 TDM PLAN REQUIRED COMPENENTS.** The following TDM trip reduction strategies are required for Level 2 TDM Plans:

1. All Level 1 required components.
2. Establishment of a TDM Coordinator to directly support commute programs, implement mobility programs, and develop transportation policies and initiatives.
3. Employee parking cash-out program.
4. Unbundle parking for residential Dwelling Units at minimum.
5. Two strategies from the Supplemental TDM Menu (see Section 15-3-12(F).)

F. **SUPPLEMENTAL TDM MENU.** Supplemental TDM strategies over and above the applicable Level 1 or Level 2 TDM Plan requirements may be implemented to reduce the amount of required Parking for non-residential Uses. When three (3) or more of the following strategies are provided in addition to the applicable Level 1 or Level 2 TDM Plan requirements, the Planning Commission may approve up to a fifteen percent (15%) reduction in the required parking for non-residential Uses.



1. Alternative work schedules/flex-time.
2. Preferential Parking for carpool or vanpool vehicles.
3. Employee shower facilities.
4. Provision of on-Site or Off-Site multimodal transportation improvements at the discretion of the Planning Commission, such as:
5. Pedestrian network improvements (e.g., providing sidewalks that are wider than the required minimum width),
6. Construct or improve a bike facility (e.g., providing improved safety of bicycle facilities serving key transit nodes), or
7. Construct transit-supportive treatments (e.g., traffic calming near transit stop, transit stop enhancements and amenities, etc.).
8. On-site child care facilities.
9. Facilities and equipment to encourage telecommuting (e.g., video-conferencing facilities and equipment).
10. Contributions to funds for local and regional facilities such as park-and-ride lots, multimodal transportation centers, satellite work centers, etc. as approved by the City Council.
11. On-Site amenities such as cafeterias, restaurants, automated teller machines, and other services that would eliminate the need for additional trips.
12. Transit incentives for employees such as additional pay for carpoolers, etc.
13. Plans for delivery of goods at off-peak times and/or plans and facilities for centralized deliveries of goods for multi-tenant facilities.

G. **TDM PLAN AGREEMENT.** A TDM Plan agreement shall be provided in a form acceptable to the City Attorney and shall include the TDM Plan. The parties to the agreement shall include the Owners and lessees of the project Site. A copy of the agreement shall be provided to the City. The City shall not be required to be a party to any such agreement, but each agreement shall grant the City the right (but not the obligation) to enforce the agreement's terms and shall include a provision requiring that the City be notified immediately of any termination or default of the agreement. Any termination or default of the agreement between parties shall result in enforcement action by the City unless a new TDM Plan is approved by the City within a reasonable timeframe, as determined by the Planning Director.

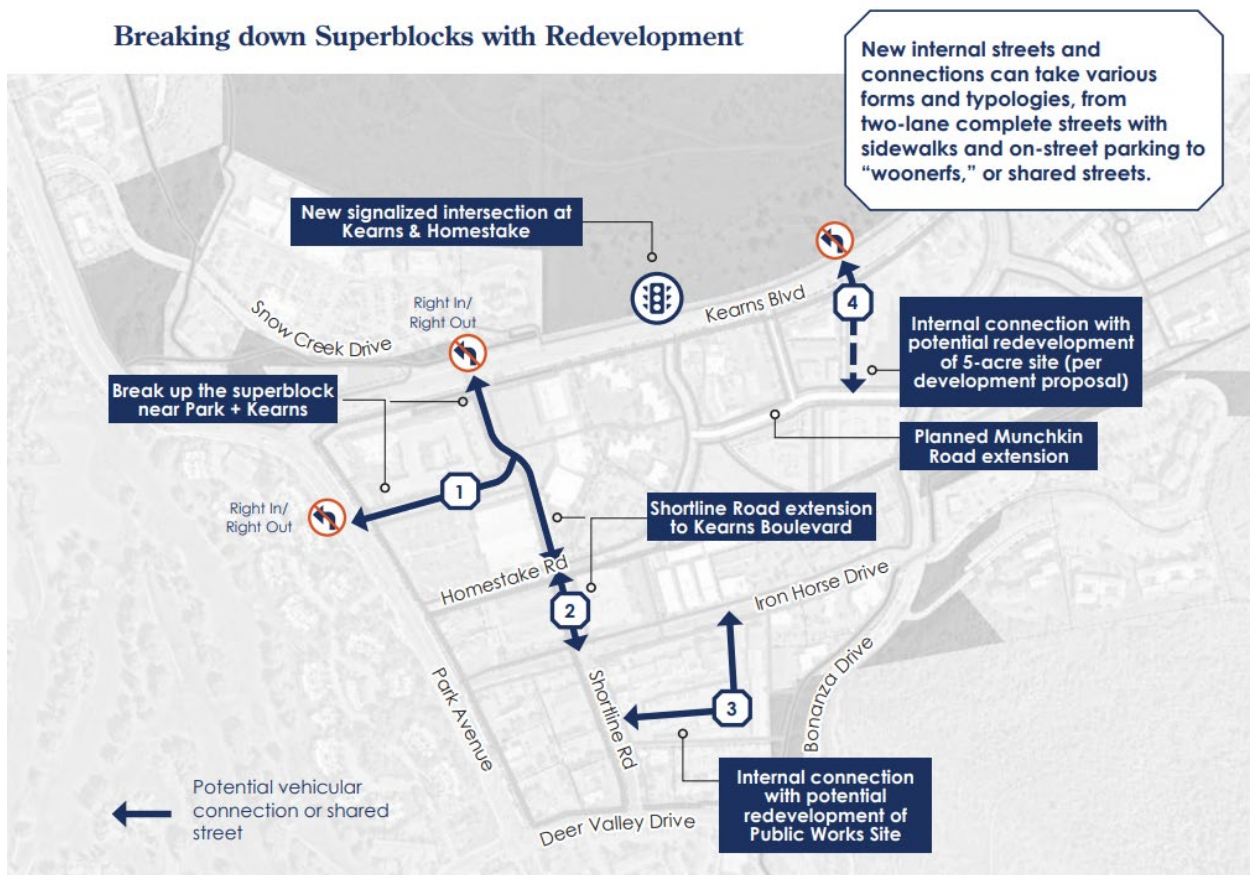
#### **15-2.27-10 STREET SYSTEMS.**

The street network has a significant influence on the overall connectivity of a place. In Bonanza Park, additional street connections are required to promote walkability and to create an interconnected system of blocks.

A. **ADDITIONAL CONNECTIONS.** New street connections are required to ensure Bonanza Park is a walkable and safe neighborhood. Development located adjacent to one of the following areas shall incorporate new street connections.

1. Superblock between Park Ave, Kearns Boulevard, and Homestake Road. New east-west connections should be established.
2. Shortline Road. Shortline Road should be extended to connect from Deer Valley Drive to Homestake Road.
3. Shortline Road and Iron Horse Drive. A new connection to these roads should be integrated into redevelopment.
4. Park Avenue and Bonanza Drive. A new connection should be implemented to connect Munchkin Road and Kearns Boulevard.
5. Where required to improve pedestrian safety, a tunnel or bridge on Park Avenue or Kearns Boulevard is appropriate and shall meet requirements from the City Engineer, Pubic Works, and applicable state review agencies.

#### Breaking down Superblocks with Redevelopment



**B. STREET DESIGN.**

1. All new Streets shall meet Park City standards.
2. All new Streets shall integrate best management practices for stormwater runoff.
3. To the greatest extent practicable, development that is impacting an existing street shall upgrade the street design to meet code standards in place at the time of application.
4. Traffic calming measures, including intersection bump-outs, street trees, parklets, and on-street parking should be integrated into new or updated City streets.
5. Pedestrian infrastructure, including sidewalks and crosswalks shall be integrated into new or updated City streets.

**15-2.27-11 OPEN SPACE AND TRAIL CONNECTIVITY**

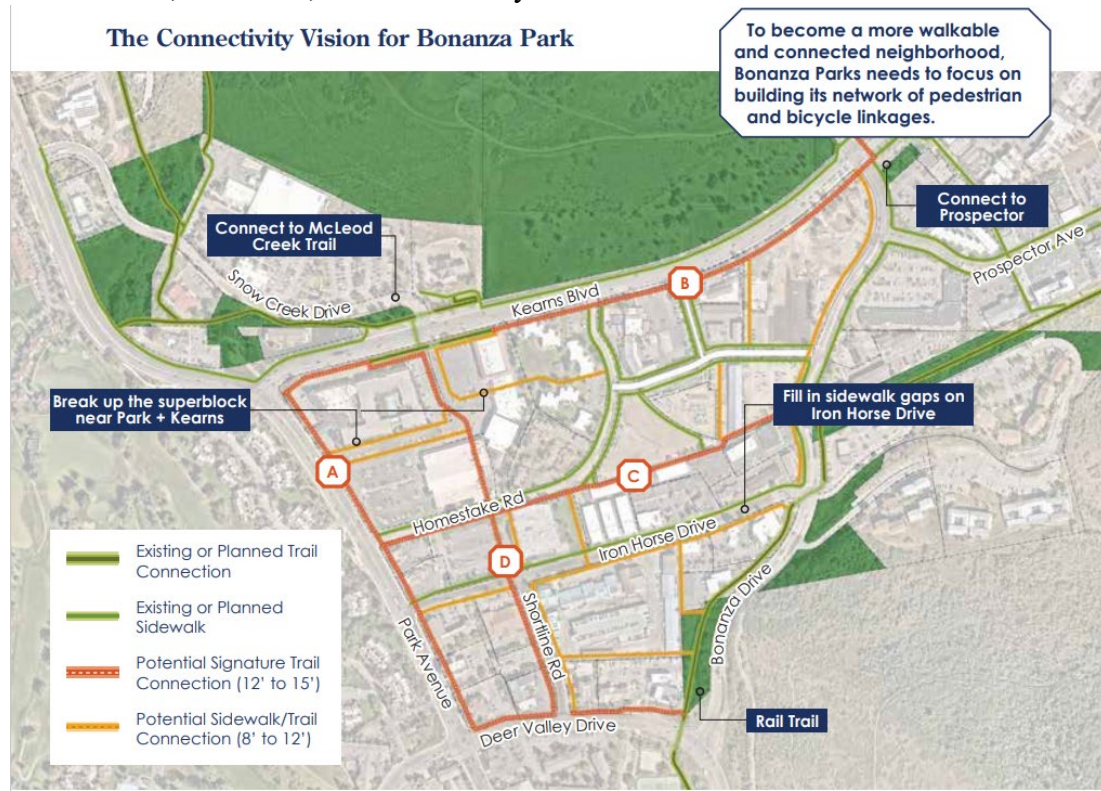
Establishing a network of pedestrian and bicycle linkages is critical to improve the overall connectivity of the Bonanza Park neighborhood. Similarly, additions of open space and green areas will improve the overall sense of community and opportunities for gathering in the neighborhood. All development within BPMX must have multi-modal connections and open space to improve the Bonanza Park's connectivity.

- A. **OPEN SPACE AND PARKS.** Each development is required to have a minimum amount of open space. This space should be designed to integrate with the building design, as well as reinforce the ideas of community connection and openness in the Bonanza Park Small Area Plan.

1. The following open space typologies (also known as Green Community Space) are permitted in the BPMX District, and may be located in a Frontage Protection Zone, unless prohibited by this section.
  - a. Pocket Park
  - b. Linear greenspace with pedestrian and/or bicycle path.
  - c. Public Courtyard.
  - d. Plaza areas.
  - e. Flexible Space.
  - f. Community Garden.
  - g. Green Roofs with publicly accessible amenity terrace. If this option is chosen, a deed restriction granting permanent public accessibility shall be required. This option cannot be located within the Frontage Protection Zone.

- B. **TRAIL CONNECTIONS.** Integrating multi-modal transportation opportunities is critical in the Bonanza Park neighborhood. Development should support the goals

articulated in the Bonanza Park Small Area Plan, including the creation of new sidewalk and bicycle facilities. Development located adjacent to key roadways in Bonanza Park should integrate the following key trail connections. Key connections are at Park Ave, Kearns Blvd, Rail Trail, and Deer Valley Drive.



**C. VEGETATION PROTECTION.** The Property Owner must protect Significant Vegetation during any Development activity.

1. Significant Vegetation includes large trees six inches (6") in diameter or greater measured four and one-half feet (4.5') above the ground, groves of smaller trees, or clumps of oak and maple covering an Area fifty square feet (50 sq. ft.) or more measured at the drip line.
2. Development plans must show all Significant Vegetation within twenty feet (20') of a proposed Development. The Property Owner must demonstrate the health and viability of all large trees through a certified arborist.
3. The Planning Director shall determine the Limits of Disturbance and may require mitigation for loss of Significant Vegetation consistent with Landscape Criteria in Sections 15-3-3 and 15-5-5(N), and Title 14.

**15-2.27-12 SUSTAINABILITY REQUIREMENTS**

- A. **APPLICABILITY.** All Development within the BPMX District should strive to support the City's Net Zero goals through the implementation of sustainable design, materials, and technologies in order to reduce short and long-term impacts on the environment.
- B. **REQUIREMENTS.** All projects within the BPMX shall implement energy reducing measures including fixtures and appliances, energy efficient lighting, low-flow plumbing fixtures, sensors and timers that control water flow, lighting and temperature, and on-site Solar Energy Systems.

New buildings shall strive to obtain third party certification of the use of sustainable construction techniques and building materials. The following programs should be considered:

1. US Green Building Council's LEED program (includes commercial, lodging, multi-family, and existing buildings); or
2. Green Globes; or
3. Any nationally recognized and accepted program that offers accreditation equal to or great to the above options.

#### **15-2.27-13 CONVENTIONAL CHAIN BUSINESSES**

- A. **APPLICABILITY.** This Section provides guidance on Conventional Chain Businesses in the BPMX District. New Development and major redevelopments inclusive of a business that meets the thresholds outlined in the Conventional Chain Business Definition in Section 15-15-1 must acquire an Administrative Conditional Use Permit, in addition to meeting the requirements outlined below. This section shall not apply to grocery stores.
- B. **REQUIREMENTS.**
  1. No Conditional Use Permit shall be issued in the BPMX District, unless approved by the Planning Department and Planning Commission, pursuant to Section 15-1-10.
  2. In addition to the requirements listed in Section 15-1-10, the Planning Director and Planning Commission shall also consider whether the proposed Use meets the goals outlined in the Bonanza Park Small Area Plan, as defined below:
    - a. The Conventional Chain Business will not create an oversaturation of similar uses within the BPMX District.
    - b. The proposed business will diversify either retail and community services provision within the BPMX District and Park City, providing either basic necessities that provide for the daily needs of residents.
    - c. The proposed business encourages innovation or a creative business idea.

- d. The proposed business provides local entrepreneurs with an opportunity to offer distinct services or sell locally made products.
- e. The proposed business offers affordable and needed services, meals, or products to the BPMX District or Park City community.
- f. The proposed business creates unique recreational, entertainment, or cultural opportunities.
- g. The proposed business offers services not currently found within Park City's municipal boundary.
- h. The proposed business will be aesthetically compatible with the BPMX District character and adhere to the design guidelines within this Chapter, in addition to those outlined in Section 15-4 Supplemental Regulations and Section 15-5 Architectural Review.
- i. The proposed business will be compatible with existing businesses.

#### **15-2.27-14 CRITERIA FOR DRIVE-UP WINDOWS**

Drive-up windows require special Conditional Use permit (CUP) to consider traffic impacts on surrounding Streets. The Applicant must demonstrate that at periods of peak operation of the drive-up window, the Business patrons will not obstruct driveways or Streets and will not interfere with the intended traffic circulation on the Site or in the Area.

#### **15-2.27-15 SEXUALLY ORIENTED BUSINESSES**

The purpose and objective of this Section is to establish reasonable and uniform regulations to prevent the concentration of Sexually Oriented Businesses or their location in Areas deleterious to the City, and to prevent inappropriate exposure of such Businesses to the community. This Section is to be construed as a regulation of time, place, and manner of the operation of these Businesses, consistent with the United States and Utah State Constitutions.

- A. **LOCATION OF BUSINESSES, RESTRICTIONS.** Sexually Oriented Businesses, are Conditional Uses. No Sexually Oriented Business may be located:
  - 1. within three hundred feet (300') of any school, day care facility, cemetery, public park, library, or religious institution;
  - 2. within three hundred feet (300') of any residential zoning boundary; or
  - 3. within three hundred feet (300') of any liquor store or other Sexually Oriented Business.
- B. **MEASUREMENT OF DISTANCES.** For the purposes of this Section, distances are measured as follows:



1. The distance between any two (2) Sexually Oriented Businesses is measured in a straight line, without regard to intervening Structures or objects, from the closest exterior wall of the Structure in which each Business is located.
  2. The distance between Sexually Oriented Businesses and any school, day care facility, public park, library, cemetery or religious institution is measured in a straight line, without regard to intervening Structures or objects, from the closest exterior wall of the Structure in which the Sexually Oriented Business is located, to the nearest Property Line of the premises of the school, day care facility, public park, library, cemetery, or religious institution.
  3. The distance between Sexually Oriented Businesses and any residential zoning boundary is measured in a straight line, without regard to intervening Structures or objects, from the closest exterior wall of the Structure in which the Sexually Oriented Business is located, to the nearest Property Line of the residential zone.
- C. **DEFINITIONS.** Terms involving Sexually Oriented Businesses which are not defined in this Chapter have the meanings set forth in the Municipal Code of Park City, Section 4-9-4.

#### **15-2.27-16 CRITERIA FOR BED AND BREAKFAST INNS**

A Bed and Breakfast Inn is an Allowed Use subject to an Administrative Permit. No permit may be issued unless the following criteria are met:

- A. If the Use is in an Historic Structure, the Applicant will make every attempt to rehabilitate the Historic portion of the Structure.
- B. The Structure has at least two (2) rentable rooms. The maximum number of rooms will be determined by the Applicant's ability to mitigate neighborhood impacts.
- C. In Historic Structures, the size and configuration of the rooms are Compatible with the Historic character of the Building and neighborhood.
- D. The rooms are available for Nightly Rental only.
- E. An Owner/manager is living on-Site, or in Historic Structures there must be twenty-four (24) hour on-Site management and check-in.
- F. Food service is for the benefit of overnight guests only.
- G. No Kitchen is permitted within rental rooms.
- H. Parking is on-Site at a rate of one (1) space per rentable room. The Planning Commission may waive the parking requirement for Historic Structures if the Applicant proves that:
  1. No on-Site parking is possible without compromising the Historic Structure or Site, including removal of existing Significant Vegetation, and all alternatives for proximate parking have been explored and exhausted; and
  2. The Structure is not economically feasible to restore or maintain without the adaptive Use.
  3. The Use complies with Section 15-1-10, Conditional Use review.

### **15-2.27-17 GOODS AND USES TO BE WITHIN ENCLOSED BUILDINGS**

- A. **OUTDOOR DISPLAY OF GOODS PROHIBITED.** Unless expressly allowed as an Allowed or Conditional Use, all goods including food, beverage and cigarette vending machines must be within a completely enclosed Structure. New construction of enclosures for the storage of goods shall not have windows and/or other fenestration that exceeds a wall-to-window ratio of thirty percent (30%). This section does not preclude temporary sales in conjunction with a Master Festival License, sidewalk sale, or seasonal plant sale. See Section 15-2.18-9(B)(3) for outdoor display of bicycles, kayaks, and canoes.
- B. **OUTDOOR USES PROHIBITED/EXCEPTIONS.** The following outdoor Uses may be allowed by the Planning Department upon the issuance of an Administrative Permit. The Applicant must submit the required application, pay all applicable fees, and provide all required materials and plans. Appeals of departmental actions are heard by the Planning Commission.
1. **OUTDOOR DINING.** Outdoor dining is subject to the following criteria:
    - a. The proposed seating Area is located on private Property or leased public Property and does not diminish parking or landscaping.
    - b. The proposed seating Area does not impede pedestrian circulation.
    - c. The proposed seating Area does not impede emergency Access or circulation.
    - d. The proposed furniture is Compatible with the Streetscape.
    - e. No music or noise is in excess of the City Noise Ordinance, Title 6.
    - f. No Use after 10:00 p.m.
    - g. No net increases in the Restaurant's seating capacity without adequate mitigation of the increased parking demand.
  2. **OUTDOOR GRILLS/BEVERAGE SERVICE STATIONS.** Outdoor grills and/or beverage service stations are subject to the following criteria:
    - a. The Use is on private Property or leased public Property, and does not diminish parking or landscaping.
    - b. The Use is only for the sale of food or beverages in a form suited for immediate consumption.
    - c. The Use is Compatible with the neighborhood.
    - d. The proposed service station does not impede pedestrian circulation.
    - e. The proposed service station does not impede emergency Access or circulation.

- f. Design of the service station is Compatible with the adjacent Buildings and Streetscape.
  - g. No violation of the City Noise Ordinance, Title 6.
  - h. Compliance with the City Sign Code, Title 12.
- 3. **OUTDOOR STORAGE AND DISPLAY OF BICYCLES, KAYAKS, MOTORIZED SCOOTERS, AND CANOES.** Outdoor storage and display of bicycles, kayaks, motorized scooters, and canoes is subject to the following criteria:
  - a. The Area of the proposed bicycle, kayak, motorized scooter, and canoe storage or display is on private Property and not in Areas of required parking or landscaped planting beds.
  - b. Bicycles, kayaks, and canoes may be hung on Buildings if sufficient Site Area is not available, provided the display does not impact or alter the architectural integrity or character of the Structure.
  - c. No more than a total of fifteen (15) pieces of equipment may be displayed.
  - d. Outdoor display is only allowed during Business hours.
  - e. Additional outdoor bicycle storage Areas may be considered for rental bicycles, provided there are no or only minimal impacts on landscaped Areas, parking spaces, and pedestrian and emergency circulation.
- 4. **OUTDOOR EVENTS AND MUSIC.** Outdoor events and music requires an Administrative Conditional Use permit. The Use must also comply with Section 15-1-10, Conditional Use review. The Applicant must submit a Site plan and written description of the event, addressing the following:
  - a. Notification of adjacent Property Owners.
  - b. No violation of the City Noise Ordinance, Title 6.
  - c. Impacts on adjacent Residential Uses.
  - d. Proposed plans for music, lighting, Structures, electrical signs, etc.
  - e. Parking demand and impacts on neighboring Properties.
  - f. Duration and hours of operation.
  - g. Impacts on emergency Access and circulation.
- 5. **DISPLAY OF MERCHANDISE.** Display of outdoor merchandise is subject to the following criteria:
  - a. The display is immediately available for purchase at the Business displaying the item.
  - b. The merchandise is displayed on private Property directly in front of or appurtenant to the Business which displays it, so long as the private Area is in

an alcove, recess, patio, or similar location that provides a physical separation from the public sidewalk. No item of merchandise may be displayed on publicly owned Property including any sidewalk or prescriptive Right-of-Way regardless if the Property Line extends into the public sidewalk. An item of merchandise may be displayed on commonly owned Property; however, written permission for the display of the merchandise must be obtained from the Owner's association.

- c. The display is prohibited from being permanently affixed to any Building. Temporary fixtures may not be affixed to any Historic Building in a manner that compromises the Historic integrity or Façade Easement of the Building as determined by the Planning Director.
- d. The display does not diminish parking or landscaping.
- e. The Use does not violate the Summit County Health Code, the Fire Code, or International Building Code. The display does not impede pedestrian circulation, sidewalks, emergency Access, or circulation. At minimum, forty-four inches (44") of clear and unobstructed Access to all fire hydrants, egress and Access points must be maintained. Merchandise may not be placed so as to block visibility of or Access to any adjacent Property.
- f. The merchandise must be removed if it becomes a hazard due to wind or weather conditions, or if it is in a state of disrepair, as determined by either the Planning Director or Building Official.

### **15-2.27-18 SIGNS**

Signs are allowed in the BPMX District as provided in the Park City Sign Code, Title 12.

### **15-2.27-20 RELATED PROVISIONS**

- A. Fences and Walls. Section 15-4-2.
- B. Accessory Apartments. Section 15-4.
- C. Satellite Receiving Antenna. Section 15-4-13.
- D. Telecommunication Facility. Section 15-4-14.
- E. Parking. Chapter 15-3.
- F. Landscaping. Title 14; Sections 15-3-3 and 15-5-5(N).
- G. Lighting. Sections 15-3-3 and 15-5-5(J).
- H. Historic Preservation. Chapters 15-11 and 15-13.
- I. Park City Sign Code. Title 12.
- J. Architectural Review. Chapter 15-5.
- K. Snow Storage. Section 15-3-3.
- L. Parking Ratio Requirements. Section 15-3-6.

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### **15-6.1-3 ZONING DISTRICTS AND USES**

1. **ZONING DISTRICTS.** Affordable Master Planned Developments are Allowed in the following Zoning Districts:
  1. Residential Development
  2. Residential Development Medium
  3. Residential Medium
  4. Recreation Commercial
  5. General Commercial
  6. Bonanza Park Mixed Use District
  7. Light Industrial
  8. Community Transition
  9. Historic Commercial Business
  10. Historic Recreation Commercial, east of Park Avenue
2. **USES.** An Affordable Master Planned Development can only contain Uses that are Allowed or Conditional in the Zoning District in which it is located.
3. **COMMERCIAL USES.** An Affordable Master Planned Development may include up to 10,000 square feet of Commercial, Retail, Office, Public, and Quasi-public Uses.



#### **15-4-4 SECONDARY LIVING QUARTERS**

Secondary living quarters are a permitted Accessory Use in all districts except the HRL, HR-1, HR-2, and ROS, unless previously approved by a Master Planned Development. Any request for secondary living quarters within residential dwellings shall be reviewed and approved by the Planning Department. The following criteria must be established prior to issuance of Building Permit or Certificate of Occupancy issuance:

1. **SIZE.** The maximum size for secondary living quarters shall be 1,000 square feet. This amount shall be included in the total Building Floor Area square footage calculations for all Structures.
2. **UNIVERSAL DESIGN PRINCIPLES.** Must follow universal design principles to allow equal access by people of all ages and abilities. This including those aging-in-place and the American Disabilities Act. Methods include no-step entries, appropriate widths for hallways and doors, non-slip surfaces, etc.
3. **PARKING.** One (1) on-Site Parking Space for each Secondary Living Quarter shall be provided in addition to the underlying parking requirement. Tandem Parking is allowed.
4. **SINGLE UTILITY METERS.** The main dwelling and the Secondary Living Quarters shall be on the same utility meters.
5. **KITCHENS.** Secondary Living Quarters shall not contain full Kitchens, as defined in this Code.
6. **ACCESS.** The secondary quarters shall be designed to have direct Access into the main dwelling.
7. **NO SEPARATE LEASES.** The secondary quarters shall not be rented or leased separately from the main dwelling. Nightly Rentals and other seasonal rentals are prohibited to help residential bases grow for locals. Secondary living quarters are for the Use of the Owner of the main dwelling for guests, household help, relatives, and other similar Persons.

## **15-15-1 DEFINITIONS**

For the purpose of the LMC, certain numbers, abbreviations, terms, and words shall be used, interpreted, and defined as set forth herein. Defined terms will appear as proper nouns throughout this Title. Words not defined herein shall have a meaning consistent with Webster's New Collegiate Dictionary, latest edition.

Unless the context clearly indicates to the contrary, words used in the present tense include the future tense; words used in the plural number include the singular; the word "herein" means "in these regulations"; the word "regulations" means "these regulations"; "used" or "occupied" as applied to any land or Building shall be construed to include the words "intended, arranged, or designed to be used or occupied".

**AFFORDABLE HOUSING.** Housing units that include a deed restriction and meet the requirements of the Park City Moderate Income Housing Plan.

**ART/PLACEMAKING ELEMENTS.** Elements that reflects the identity and character of an area, such as murals, lighting, and signage.

**BIG-BOX STORE.** Large retail establishment, usually part of a chain store. Can also be referred to as a hyperstore, supercenter, superstore, or megastore.

**COMMUNITY BENEFIT.** Specific programmatic or infrastructure improvements a development provides in exchange for additional height and/or density. Subject to the requirements of Section 15-2.27-7.

**CONNECTIVITY IMPROVEMENTS.** Such as new pedestrian paths or streets that create walkable and connected development patterns and break up existing superblocks or major improvements.

**COTTAGE COURTS.** Small clusters of detached homes arranged about a shared open space.

**DENSITY BONUS.** Zoning tool that permits developers to build more housing units, taller buildings, or more floor space than normally allowed in exchange for providing a defined Community Benefit.

**GREEN COMMUNITY SPACE.** Public spaces outdoors for public access.

1. **AMENITY TERRACE.** Rooftop that includes communal recreation or aesthetic uses, such as patios, balconies, lounges, etc.
2. **COMMUNITY GARDEN.** Publicly accessible garden space.
3. **FLEXIBLE SPACE.** Multi-use open space, utilized by the public. Can be used for individual enjoyment or for events.
4. **PLAZA AREA.** An open space for public use defined by surrounding buildings or streets.
5. **POCKET PARK.** Small park accessible to the general public.

6. **PUBLIC COURTYARD.** Publicly accessible open area between buildings and walls.

**MIXED USE.** A parcel, structure, or both that combined two (2) or more land uses, such as commercial, residential, hotel, or recreational spaces.

**MOBILITY HUB.** Resources utilized for multi-modal transit, often in the form of bus shelters (with light, seating, cover, and signage), bus pullouts, and access to last-mile connectivity, such as bike share or micro-mobility.

## **PARKING.**

1. **Parking, Public.** A Parking Area or parking facility to be used by the public for fee or otherwise.
2. **Parking, Residential.** A Parking Area or Structure used exclusively for residential, non-commercial Uses.
3. **Parking, Shared.** The Development and Use of Parking Areas on two (2) or more separate Properties for joint Use by the businesses or residents on those Properties.
4. **Parking, Underground.** A Parking Area or Structure below grade, utilized by all land uses.

**PEDESTRIAN CONNECTION.** A pathway, sidewalk, or network of sidewalks and pathways designed to facilitate safe and accessible movement of people traveling by foot, including at-grade improvements as well as tunnels or bridges.

**PUBLICLY ACCESSIBLE OUTDOOR COMMUNITY SPACE.** Spaces suitable for year-round use, and of a high design quality with gathering spaces, seating areas, play structures, and public art.

**SUSTAINABLE DEVELOPMENT.** Development that incorporates best practices to minimize energy use. Park City has adopted net-zero goals, and sustainable development can help the community reach these goals.

**TOWNHOME.** A multi-story residential unit that shares one or more walls with a neighboring unit, but with a private entrance.

**TRAFFIC CALMING.** Transit planning to deliberately slow traffic in residential areas through methods speed bumps, bump-outs at intersections, on-street parking as part of a complete street design. Other methods include parklets, sidewalks, signage, and street trees.

**TRANSIT HUB.** A property utilized as a mass transit station or an interchange of multiple modes of transportation.

**UNIVERSAL DESIGN PRINCIPLES.** Principles through public and private spaces are designed to have equal access by people of all ages and abilities, with little or no need for adaptation or specialized design.

**USE.** The purpose or purposes for which land or Structures are occupied, maintained, arranged, designed, or intended.

1. **USE, INTENSITY OF.** The maximum number of residential units, or commercial, or industrial space within a specified land Area designated for that purpose.

**WAYFINDING.** Ways in which people orient themselves in physical space and navigate from place to place. Examples can include signs, symbols, landmarks, or pathways.

DRAFT

## Alec Barton

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**From:** Craig Elliott <celliott@elliottworkgroup.com>  
**Sent:** Wednesday, February 12, 2025 3:23 PM  
**To:** Rebecca Ward; Christin VanDine; Rick Shand; Sarah Hall; Bill Johnson; Laura Suesser; Henry Sigg; John Frontero  
**Cc:** Carla LeHigh  
**Subject:** [External] Re: Bonanza Park Mixed Use District  
**Attachments:** 2025-02-12 BoPa Proposed Code CE Markup.pdf

Warning: Replies to this message will go to celliott@elliottworkgroup.com. If you are unsure this is correct please contact the helpdesk.

**[CAUTION]** This is an external email.

Planning Director and Commissioners:

I've attached a pdf file of the most up to date BPMX District proposed code language with my comments. I came down with the flu last Friday and was not able to review this information until today. I apologize for not providing sooner.

**CRAIG ELLIOTT | AIA**

1441 Ute Boulevard Suite 100 - Park City UT - 84098

Office: 435.649.0092 x301 | [ELLIOTTWORKGROUP.COM](mailto:ELLIOTTWORKGROUP.COM)

On Dec 12, 2024, at 9:48 AM, Craig Elliott <celliott@elliottworkgroup.com> wrote:

Planning Director and Commissioners:

Thanks for listening to my overall comments last night about the Bonanza Park Mixed Use District. I've attached a pdf file of the hard copy left in chambers last night of the proposed code changes with comments for your review.

I am happy to sit down to discuss if the comments prompt any questions.

My cell number is (435)901-3150 feel free to call or text.

**CRAIG ELLIOTT | AIA**

1441 Ute Boulevard Suite 100 - Park City UT - 84098

Office: 435.649.0092 x301 | [ELLIOTTWORKGROUP.COM](mailto:ELLIOTTWORKGROUP.COM)

<Bonanza Park Mixed-Use Zoning District Code Amendments CE Markup.pdf>



### **15-1-6 ZONE DISTRICTS AND ZONE MAP**

In order to carry out the purposes of the LMC, Zoning Districts have been established as set forth in LMC Chapter 15-2 and as identified on the Official Zoning Map. In interpreting the Official Zoning Map, the following standards shall apply:

1. The zoning boundary lines are intended to conform to existing Property boundary lines when not in a public Right-of-Way, or to follow the center line of public Rights-of-Way, including prescriptive Rights-of-Way, unless the lines are located by specific dimensions, in which case the dimensions shall control.
2. Where the Zoning District lines appear to have intentionally divided a Lot or Parcel between two (2) or more districts, the applicable zoning for each portion of the Lot or Parcel must be determined by using the scale shown on the map.
3. There is no minimum Area or diversity of ownership requirement for a zone designation. Neither the size of a Zoning District nor the number of landowners within the district may be used as evidence of the illegality of a Zoning District or of the invalidity of a municipal decision.
4. All property within the City limits is subject to the City's Zoning Districts, including State or Federal property which may be exempt from the City's land use ordinance and jurisdiction. If such zoning is subsequently invalidated, no building permit, subdivision or approval for any development activity may be applied for until the City establishes a valid zoning for the property.

## **15-2.27 BONANZA PARK MIXED USE (BPMX) DISTRICT**

|                          |                                                              |
|--------------------------|--------------------------------------------------------------|
| <b><u>15-2.27-1</u></b>  | <b><u>PURPOSE</u></b>                                        |
| <b><u>15-2.27-2</u></b>  | <b><u>USES</u></b>                                           |
| <b><u>15-2.27-3</u></b>  | <b><u>LOT AND SITE REQUIREMENTS</u></b>                      |
| <b><u>15-2.27-4</u></b>  | <b><u>BUILDING HEIGHT</u></b>                                |
| <b><u>15-2.27-5</u></b>  | <b><u>DESIGN GUIDELINES</u></b>                              |
| <b><u>15-2.27-6</u></b>  | <b><u>PROJECT ENHANCEMENTS</u></b>                           |
| <b><u>15-2.27-7</u></b>  | <b><u>PARKING REQUIREMENTS</u></b>                           |
| <b><u>15-2.27-8</u></b>  | <b><u>TRANSPORTATION DEMAND MANAGEMENT</u></b>               |
| <b><u>15-2.27-9</u></b>  | <b><u>STREET SYSTEMS</u></b>                                 |
| <b><u>15-2.27-10</u></b> | <b><u>OPEN SPACE AND TRAIL CONNECTIVITY</u></b>              |
| <b><u>15-2.27-11</u></b> | <b><u>SUSTAINABILITY REQUIREMENTS</u></b>                    |
| <b><u>15-2.27-12</u></b> | <b><u>CONVENTIONAL CHAIN BUSINESSES</u></b>                  |
| <b><u>15-2.27-13</u></b> | <b><u>GOODS AND USES TO BE WITHIN ENCLOSED BUILDINGS</u></b> |
| <b><u>15-2.27-14</u></b> | <b><u>SIGNS</u></b>                                          |
| <b><u>15-2.27-15</u></b> | <b><u>RELATED PROVISIONS</u></b>                             |

### **15-2.27-1 PURPOSE**

The purpose of the Bonanza Park Mixed Use (BPMX) District is to:

1. ensure development in the Bonanza Park neighborhood implements the Bonanza Park Small Area Plan and provides opportunities for locally serving businesses and diverse housing options,
2. encourage the development of affordable, workforce, attainable, and market-rate long-term housing options,
3. create a vibrant Mixed-Use pedestrian-oriented neighborhood, with safe, comfortable access to parks, publicly accessible green spaces, and outdoor community spaces,
4. protect entry corridor views along the Bonanza Park Frontage Protection Zone,
5. allow increased height, decreased setbacks, and reduced open space, when development provides significant project enhancements,
6. establish a network of pedestrian and bicycle linkages throughout Bonanza Park,
7. ensure development implements Universal Design Principles and aspires to reach Park City's sustainability goals, reduce vehicle trips, and improve access to transit, and
8. incorporate public art and placemaking elements to inspire, awe, delight, and enliven public spaces, streets, and trails in the Bonanza Park neighborhood.

Define the Views that are expected to be protected and from what vantage point.

Define the word "significant".

## **15-2.27-2 USES**

Uses in the BPMX District are limited to the following:

### **A. ALLOWED USES.**

1. Bakery
2. Bank
3. Bar
4. Café
5. Child Care
6. Child Care Center
7. Child Care Family
8. Child Care, Family Group
9. Child Care, In-Home Babysitting
10. Commercial Use
11. Commercial Use, Support
12. Deli or Delicatessen
13. Dwelling, Multi-Unit
14. Essential Municipal and Public Utility Use, Facility, Service, and Structure
15. Food Hall
16. Green Community Space
17. Grocery Store
18. Gym
19. Home Occupation
20. Hospital, Limited Care Facility
21. Indoor Entertainment, Theater/Museum
22. Major Transit Stop
23. Mobility Hub
24. Office and Clinic, Medical and Veterinary Clinic
25. Office, General
26. Office, Medical
27. Office, Moderately Intensive
28. Plant and Nursery Stock production and sales
29. Public Art
30. Recreation Facility, Public
31. Restaurant
32. Retail and Service Commercial, Major
33. Retail and Service Commercial, Minor
34. Retail and Service Commercial, Personal Improvement
35. Transit Hub

### **B. ADMINISTRATIVE CONDITIONAL USES.**

1. Fences and walls greater than six feet (6') in height from Final Grade
2. Food Truck Location
3. Outdoor Event Facility
4. Pet Services
5. Public Transit Amenity Area

Removal of "Hotel" and "Nightly Rental" will create at least two existing non-conforming properties in the District. It is not likely to encourage the property to redevelop in the manner desired by the change of zone.

6. Temporary Improvement

C. **CONDITIONAL USES.**

1. Conventional Chain Business
2. Disabled Care
3. Elder Care
4. Flex Industrial
5. Group Care Facility
6. Hospital, General
7. Hotel, Boutique
8. Indoor Entertainment Facility
9. Passenger Tramway and Ski Base Facility
10. Public and Quasi-Public Institution, Church, and School
11. Recreation Facility, Private
12. Satellite Dish Antenna, greater than thirty-nine inches (39”) in diameter
13. Service Station, Direct Fast Chargers
14. Telecommunication Antenna
15. Temporary Sales Trailer in conjunction with an active building permit for the Site

This area is generally a good place for Chain Businesses. Sometimes Chain Business work as a draw that enhances the viability of a local business.

Has an analysis been done on the number of local businesses that exist and compared to the adult, working age, population of Park City? Our local business ownership has to be a very high percentage.

Is a business considered local if owned by someone from Salt Lake, or Snyderville Basin? Is a franchise owned by a local considered a chain business?

- D. **PROHIBITED USES.** Any Use not listed above as an Allowed or Conditional Use is a Prohibited Use.

**15-2.27-3 LOT AND SITE REQUIREMENTS**

Except as may otherwise be provided in this Code, no Building Permit shall be issued for a Lot unless such Lot has Frontage on a Street shown as a private or Public Street on the Streets Master Plan or Section 15-2.27-9, or on a private easement connecting the Lot to a Street shown on the Streets Master Plan. All Development activity must comply with the following minimum standards:

- A. **LOT SIZE:** No minimum lot size.
- B. **DENSITY:** The following densities and square footage limitations apply within the BMPX District.
1. **Residential.** Minimum residential density 10-units per acre.
  2. **Commercial.**

a. A single building is limited to no more than 15,000 square feet of commercial square footage. This limitation shall apply to commercial-only development and mixed-use development with a commercial component.

b. A single commercial tenant shall not occupy more than 5,000 square feet of commercial square footage, unless it meets one of the following exemptions:

1. Grocery Store,
2. US Post Office,

This number seems arbitrary. It might be better if the number was tied to the area of the site.

What is the goal of this area limitation? Is an office space or medical tenant a commercial tenant?

3. The use has received conditional use approval pursuant to Section 15-1-10 *Conditional Use Review Process*.

C. **OPEN SPACE**: The following Open Space requirements apply within the BPMX District.

1. At least 30% of the total Site Area shall be Open Space and may not be used for Streets, roads, driveways, or parking areas.
2. Projects that meet the requirements of Section 15-2.27-6 *Project Enhancements* may request a reduction to 20% Open Space for the total Site Area when satisfying parking requirements underground.

D. **[PRELIMINARY DRAFT – STREET TYPES TO BE DEFINED] STREETSCAPE SETBACKS**: Table 15.2-27-3(D) identifies the required Streetscape Setbacks in the BPMX District. Streetscape Setbacks are determined based on street type to prioritize pedestrian-friendly design and enhance walkability. Wider streets require greater setbacks to create comfortable, accessible spaces for pedestrians and bicyclists, while narrower streets allow for reduced setbacks that maintain a cohesive streetscape.



**Table 15.2-27-3(D): MINIMUM STREETSCAPE SETBACK REQUIREMENTS**

| Street Type                        | Applicability/<br>Streets        | Streetscape Setback |
|------------------------------------|----------------------------------|---------------------|
| <span style="color: red;">■</span> | Kearns Boulevard and Park Avenue | 30 Feet             |



## Bonanza Park Mixed Use (BPMX) District

It makes sense to understand these setbacks with relation to the curb of a street. Street right-of-ways are almost always much larger than the street itself. This may result in a much larger setback than desired in a mixed-use neighborhood. Consider the setbacks of Main Street are essentially zero.

|            |                                                                       |         |
|------------|-----------------------------------------------------------------------|---------|
| X          | Bonanza Drive                                                         | 25 Feet |
| X          | Homestake Road, Iron Horse Drive, Prospector Avenue, Sidewinder Drive | 20 Feet |
| X          | Munchkin Road, Snow Creek Drive, Woodbine Way                         | 18 Feet |
| Rail Trail | East-West connection                                                  | 20 Feet |

**SETBACKS:** The Frontage Protection Zone requires a minimum landscaped buffer Setback of thirty feet (30') in width abutting the Street. See Chapter 15.2.20. Setbacks that are not Frontage Protection Zone or Streetscape Setbacks are twenty-five feet (25'). Projects that meet the requirements of Section 15-2.27-6 *Project Enhancements* may request the Planning Commission grant a Setback reduction to twenty feet (20') for Setbacks that are not Streetscape Setbacks.

1. **SETBACK EXCEPTIONS:** The following setback exceptions apply within the BPMX District.
  - a. The Planning Commission may consider increasing exterior Side Setbacks during Conditional Use Permit review to mitigate potential impacts on adjacent Property. Side Setback exceptions continue to apply.
  - b. On Corner Lots, the Setback may be increased for pedestrian and bicycle connectivity and Sight Distance Triangle clearance.
- F. **VERTICAL AND HORIZONTAL MIXED-USE:** The BPMX District shall implement both Vertical Mixed-Use and Horizontal Mixed-Use principles to ensure a variety of uses that promote a locally serving neighborhood.
  1. **Vertical Mixed Use.** Vertical Mixed-Use development contains a range of uses within one building. Typically, lower floors contain active storefronts such as retail stores or restaurants while upper floors are residential and/or office. Vertical Mixed Use shall be required along Internal Roads within the BPMX District as defined in Section 15-2.27-3(D), unless otherwise approved by the Planning Commission.
  2. **Horizontal Mixed Use.** Horizontal Mixed-Use development integrates distinct land uses, such as residential, commercial, and retail, within a multi-building development or larger area, with these uses arranged side by side rather than stacked vertically. Horizontal Mixed-Use is made up of single-use buildings within a complex or employ a single land use on an individual parcel. Horizontal Mixed Use is allowed along Kearns Boulevard, Park Avenue, and Deer Valley Drive, and Internal Roads within the BPMX District.
- G. **PEDESTRIAN AMENITY GUIDELINES:** Pedestrian Amenity requirements aim to create thoughtfully designed and meaningful open spaces that emphasize human scale,



offer relief from the built environment, and enrich the pedestrian experience of the BPMX District. Pedestrian Amenities may include but are not limited to benches, outdoor seating, bike racks, shade structures, and Public Art.

1. **PLACEMENT.** Pedestrian Amenities should be along the Streetscape, open to the sky, and free of permanent enclosures. They must be versatile and adaptable, accommodating uses such as outdoor dining, outdoor vending, or public gathering areas.
  2. **ACCESSIBILITY.** Pedestrian Amenities must contribute to an active Streetscape and promote interaction. Property owners can meet these requirements through physical or operational improvements to private property or enhancements to the public right-of-way.
  3. **DESIGN GUIDELINES:**
    - a. Street level Pedestrian Amenities shall be within 18 inches above or below the Existing Grade of the street or sidewalk, which abuts the space.
    - b. Street level Pedestrian Amenities shall be open to the sky but may include temporary shade or similar structures.
    - c. Street level Pedestrian Amenities shall consider all four corners of an intersection.
    - d. Pedestrian Amenities shall face the street.
    - e. Pedestrian Amenities shall be designed for use in all seasons.
- H. **SNOW RELEASE.** The design of roofs shall address snow accumulation and ice/snow shedding. Entries, walkways and pedestrian areas shall be protected from ice/snow shedding. Site plans and Building design must resolve snow release issues to the satisfaction of the Chief Building Official.
- I. **CLEAR VIEW OF INTERSECTION.** No visual obstruction in excess of two feet (2') in height above road grade shall be placed on any Corner Lot within the Sight Distance Triangle. A reasonable number of trees may be allowed, if pruned high enough to permit automobile drivers an unobstructed view. This provision must not require changes in the Natural Grade on the Site.

#### **15-2.27-4 BUILDING HEIGHT**

No Structure shall be erected to a height greater than thirty-five feet (35') from Existing Grade. This is the Zoning District Building Height.

##### **A. FRONTAGE PROTECTION ZONE.**

1. The maximum Building Height within the Frontage Protection Zone is thirty-five feet (35') from Existing Grade. For buildings within the 30-foot to 50-foot protection

zone, each story above two stories must be stepped back ten feet (10'). Building Height exceptions within the Frontage Protection Zone are limited to:

- a. Antennas, chimneys, flues, vents, and similar Structures may extend up to five feet (5') above the highest point of the Building to comply with the International Building Code (IBC), and must be stepped back from the Frontage Protection Zone Overlay building facades by at least fifteen feet (15').
- b. Water towers, mechanical equipment, and associated Screening, when enclosed or Screened, may extend up to five feet (5') above the height of the Building, and must be stepped back from the Frontage Protection Zone Overlay building facades by at least fifteen feet (15').
- c. An Elevator Penthouse may extend up to eight feet (8') above the Zoning District Height and must be stepped back from the Frontage Protection Zone Overlay building facades by at least twenty feet (20').

This language is confusing.

**B. BUILDING HEIGHT EXCEPTIONS.** The following exceptions apply to the Zoning District Building Height outside of the Frontage Protection Zone:

1. A vertical stepback is required for any building developed within fifty feet (50') of the Frontage Protection Zone. These upper story setbacks shall be a minimum of ten feet (10') in depth.

This is a bit confusing also. Is the stepback required on the area above 35'? It might be better to use a building height tool similar to the HCB which uses a 45 degree angle from a specific height until it intersects with the maximum height.

2. If Project Enhancements are provided pursuant to Section 15-2.27-6, one (1) additional story, or a maximum of forty-five feet (45') from Existing Grade, may be granted pursuant to Section 15-2.27-6.

- a. A ten-foot stepback shall be provided on perimeter façade planes that are forty-five feet (45') in Building Height with a Setback less than twenty feet (20') to mitigate the impact of Building Height on the pedestrian-scale neighborhood. The following features are permitted within areas where the building is stepped back:

- i. Mechanical and ventilation equipment, provided the equipment is screened and does not exceed four feet (4') in height.
- ii. Decorative or recreational features, including rooftop gardens, green roofs, planter boxes, and permanent amenities such as built-in grills. Rooftop guardrails shall be glass and posts shall be an unobtrusive material such as anodized aluminum. Guardrails and posts shall be the minimum height permitted by International Building Code standards. The following decorative or recreational features require an Administrative Conditional Use Permit: rooftop restaurants, bars, small open pergolas, play structures, sun shades, and hot tubs.
- iii. Rooftop solar and photovoltaic panels, provided the equipment is installed in compliance with Section 15-5-5(G).

3. Affordable Master Planned Developments may be granted additional height up to forty-five feet (45) from Existing Grade pursuant to Chapter 15-6.1.
4. Gable, hip, Barrel, and similar pitched roofs may extend up to five feet (5') above the Zone Height, if the roof pitch is 4:12 or greater.
5. Antennas, chimneys, flues, vents, and similar Structures may extend up to five feet (5') above the highest point of the Building to comply with the International Building Code (IBC), and must be stepped back from building facades by at least ten feet (10').
6. Water towers, mechanical equipment, and associated Screening, when enclosed or Screened, may extend up to five feet (5') above the height of the Building, and must be stepped back from building facades by at least ten feet (10').
7. An Elevator Penthouse may extend up to eight feet (8') above the Zone Height and must be stepped back from building facades by at least ten feet (10').
8. Ski lift and tramway towers may extend above the Zone Height subject to a visual analysis and approval by the Planning Commission.

#### **15-2.27-5 DESIGN GUIDELINES**

To implement the Bonanza Park Small Area Plan, specific design guidelines for the BPMX District are adopted to ensure development is consistent with the neighborhood character while improving overall connectivity with greater Park City.

A. **APPLICABILITY.** These Design Guidelines shall apply to all development in the BPMX District. Prior to issuance of a Building permit for any Allowed or Conditional Use, the Planning Department must review the proposed plans for compliance with this Chapter and Chapter 15-1 *Architectural Review*. Where there is a conflict between the standards in this Chapter and Chapter 15-5, the requirements of this Chapter shall apply.

B. **BUILDING PLACEMENT AND ORIENTATION.**

1. Incorporate open space into building placement. Open spaces can enhance the overall aesthetic by allowing for additional landscaping and greenery. Furthermore, these areas can be functional assets, enabling commercial businesses to expand their activities outdoors—such as offering outdoor dining or using the space for outdoor displays or merchandise sales. This approach balances visual appeal with practical business opportunities.
2. On parcels greater than 30,000 square feet, the massing of the building should be broken into smaller volumes. Creative approaches to break up building mass and scale is encouraged. This could include separate buildings above grade or linked exterior walkways.
3. Buildings should be oriented to the street to create a vibrant pedestrian experience. To the extent practicable, building facades should be parallel to the

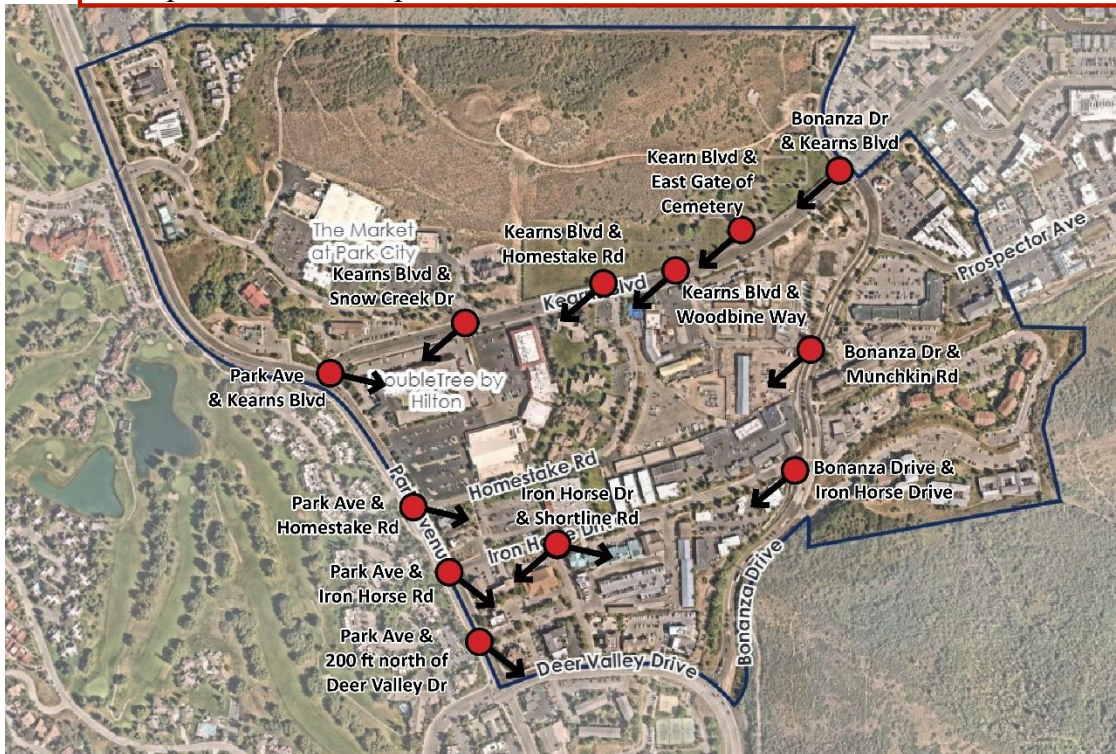
Which streets? What about orientation to open space? What about building forms creating community gathering space?

adjacent street to orient access to public and private streets, pedestrian circulation, and gathering areas.

4. Maximizing solar exposure during winter months should be a consideration in designing public spaces and gathering areas. Development over two stories that is adjacent to major open spaces, such as parks or designated public amenities, shall perform a sun/shadow study of the effects of development on such spaces from autumn through spring.

How much of the Mountain(s) are required to be seen? Which Peaks? Are plantings considered when reviewing these views? This seems way too arbitrary.

5. **VANTAGE POINTS:** Development should preserve or enhance views of significant community features from prominent public vantage points within the BPMX District. There are twelve (12) vantage points from which the height, mass, and design of structures must be considered to preserve mountain views. If a development can be seen from more than one vantage point, the developer must provide three-dimensional renderings from each vantage point showing the impact of the development on mountain views.



**TABLE 15-2.27-5(B)(5): VANTAGE POINTS**

| Location                         | Coordinates              | Bearing |
|----------------------------------|--------------------------|---------|
| Bonanza Drive & Iron Horse Drive | 40.659307<br>-111.501548 | SW      |
| Bonanza Drive & Munchkin Road    | 40.660805<br>-111.501397 | SW      |

|                                                 |                          |       |
|-------------------------------------------------|--------------------------|-------|
| Iron Horse Drive & Shortline Road               | 40.658352<br>-111.505721 | SW/SE |
| Kearns Boulevard & Bonanza Drive                | 40.662963<br>-111.500851 | SW    |
| Kearns Boulevard and East Gate of Cemetery      | 40.662276<br>-111.502057 | SW    |
| Kearns Boulevard & Woodbine Way                 | 40.661699<br>-111.503442 | SW    |
| Kearns Boulevard & Homestake Road               | 40.661484<br>-111.504692 | SW    |
| Kearns Boulevard & Snow Creek Drive             | 40.661067<br>-111.507025 | SW    |
| Park Avenue & Kearns Boulevard                  | 40.66037<br>-111.50953   | SE    |
| Park Avenue & Homestake Road                    | 40.658714<br>-111.507893 | SE    |
| Park Avenue & Iron Horse Drive                  | 40.657958<br>-111.507382 | SE    |
| Park Avenue 200 feet north of Deer Valley Drive | 40.657007<br>-111.506802 | SE    |

C. **BUILDING SCALE, ARTICULATION, AND FENESTRATION:** Buildings in the BPMX District should reflect the scale of uses and reinforce a pedestrian environment.

1. **BUILDING SCALE.**

- a. The perceived mass and scale of Development in the BPMX District shall be reduced by incorporating design elements that emphasize three or more of the following:
  - i. Variation in roof forms or parapet heights.
  - ii. Insets, projections, or other relief in the wall plane.
  - iii. Architectural emphasis on building entries.
  - iv. Arcades, porticos, or other forms of covered exterior circulation.
  - v. Variations to window size or proportions.
  - vi. Balconies.
  - vii. Variation in color, texture, or materials as allowed in Chapter 15-5.

Define the word "large". →

- b. Building design should avoid blank walls and large undifferentiated expanses of wall surface exposed to public pedestrian Rights-of-Way, plazas, or parks.



- c. Roof overhangs, projections, awnings, or canopies should contribute to the character of the building and create shadow patterns while aiding in protection of the structure and pedestrians.
- d. Exceptions from the guidelines may be approved by the Planning Director for those areas of the building envelope that are not visible from adjacent development and public spaces.

## 2. **BUILDING ARTICULATION:**

### a. **VERTICAL.**

- i. All buildings that are approved above thirty-five feet (35') in height shall include vertical articulation to help break up the mass of the building. This articulation shall occur every thirty feet (30') and shall be achieved through a façade change of at least eighteen inches (18") in depth, or through a material change.
- ii. This shall apply to all building facades.

### B. **HORIZONTAL.**

- i. Structures greater than sixty feet (60'), but less than 120 feet in length must exhibit a prominent shift in the façade of the Structure so that no greater than seventy-five percent (75%) of the length of the Building Façade appears unbroken. Each shift shall be in the form of either a ten-foot (10') change in Building Façade alignment or a ten-foot (10') change in the Building Height, or a combined change in Building Façade and Building Height totaling ten feet (10').
- ii. Structures that exceed 120 feet in length on any façade shall provide a prominent shift in the mass of the Structure at each 120-foot interval, or less if the Developer desires, reflecting a change in function or scale. The shift shall be in the form of either a fifteen-foot (15') change in Building Façade alignment or a fifteen-foot (15') change in the Building Height. A combination of both the Building Height and Building Façade change is encouraged and to that end, if the combined change occurs at the same location in the Building plan, a fifteen foot (15') total change will be considered as full compliance.
- iii. This shall apply to all building facades.

## 3. **BUILDING FENESTRATION**

- i. Windows for non-residential and mixed-use buildings should be provided to create a direct relationship to the street.

If you have a three story building that is three ten foot floor to floor dimensions, that results in a the roof at 30' plus or minus. Does a parapet need to either recede or step forward 18"?



Is this required of residential uses at the street level?

40% seems like a very large amount of glazing.

Is this for the first floor only? It seems odd in a Planning Document if it is for the whole building.

Area is not a good definition for breaks.. Distance would be a better definition. Main Street blocks are 400 lineal feet.

Stairs and Elevators?

This doesn't make sense. Get the cars into parking as quickly as possible.

"Shortest Block Length" has no value. It should be from best location for traffic and distance from major intersections.

This is in contradiction with the Small Area Plan where there is street parking proposed.

a. A minimum of 50% glazing is required on the ground level of all street-facing facades to create a strong relationship to the street.

b. A minimum of 40% glazing is required for second levels.

ii. Transparent glazing shall be rated at a minimum 60 percent light transmittance factor.

iii. Reflective, metallic, frosted, tinted, stained, and textured glass is prohibited.

iv. Balconies are permitted for all residential uses. These may be integrated into a vertical step-back. Railings for balconies should have a minimum of 30% transparency.

**D. SITE ACCESS AND ON-SITE PARKING.** Site access should be consolidated to the greatest extent practicable.

1. For sites that are larger than two (2) acres in size, integration of an alleyway or mid-block walkway is encouraged to support a pedestrian-oriented street design.
2. Access between the on-site Use and Parking Area must be provided through pedestrian, bicycle, and/or transit facility connections (e.g. sidewalks, multi-use paths, bicycle lanes, transit stops, etc.).
3. On-site parking should be accessed from a street other than Park Avenue, Kearns Boulevard, Bonanza Drive, and Deer Valley Drive. If there is no access from an internal street, the main vehicular access point shall be from the shortest block length.
4. Additional vehicular access points on Park Avenue and Kearns Boulevard are discouraged and shall be minimized.
  - a. Where parking is accessed from Park Avenue or Kearns Boulevard, the parking area, inclusive of drive aisles, shall be no more than 35% of the parcel width. Screening of parking areas is required, which may include low walls, landscaping, public art, public seating, multi-modal transportation infrastructure, and the like.
5. All onsite parking shall be located behind the front-most wall of the Main Building.
6. When a parking garage is provided, underground parking is preferred. Where an above-grade garage is provided, it shall be located behind the Main Building and shall include architectural screening or artistic screening to minimize views of vehicles.
7. Any street-facing entry to a parking garage should be designed to reduce visibility. All ramps shall be integrated into the building's architecture.
8. Parking areas and loading zones should be located to minimize visual impacts from the public Street or pedestrian way.
9. Consider paving material change to define surface parking areas from the main vehicular travel lane.

- E. **STREET LEVEL DESIGN.** Thought shall be given to street-level design throughout the BPMX District to encourage the overall walkability and vitality of the area. Street Level Design requirements shall apply to Internal Roads as identified in Section 15.2-27-3(D).

50' is too deep for a lobby in most residential buildings.

Strike the word "main" as it is not likely a main entry on both elevations.

20' is entirely arbitrary and makes very little sense.

This should be removed. It may not work for all retail spaces.

F. This is a building code issue, not planning.

There are many quality materials that are sustainable, durable, and maintain their appearance that should be allowed.

1. Buildings should have an active use on the ground level. Active uses support the vibrancy and usability of the public realm adjacent to a building and include retail establishments, retail services, daycare facilities, community meeting spaces, educational and medical uses, civic spaces (theaters, museums, etc.), restaurants, bars, art and craft studios, and other uses determined to be substantially similar by the Planning Commission. For buildings that are 100% residential, a lobby or other common space shall meet this requirement. The active use should extend at least fifty feet (50') inside the building.
2. All buildings shall have at least one ~~main~~ entry on all street-facing facades. This entry should be easily seen from the street and adjacent pedestrian way.
3. On corner lots, two (2) entrances should be provided. At least one (1) of these entries should be located within twenty feet (20') of the corner.
4. An internal airlock should be incorporated into all commercial, lodging, public, and mixed-use buildings.

- F. **ARCHITECTURAL STYLES AND MATERIALS.** The limitations identified in Chapter 15-5 shall apply. In addition, the following standards apply:

1. Building materials should convey a pedestrian scale and have proven durability in Park City's climate.
2. Building materials shall be of a high-quality and reference both the history of the Bonanza Park area and materials currently found in the BPMX District. The use of wood, metal, glass, and stone is appropriate in this Zoning District.
3. Architecture that reflects corporate branding is not permitted. This shall not be construed to limit the ability to place signage on the property in accordance with the allowances and limitations of the Land Management Code.

G. **ROOFS.**

1. Flat roofs and low sloping roofs are preferred.
2. Snow shedding shall be considered in all roof design. Roofs shall be designed and insulated to ensure valleys, areas over wall top plates and other similar building spaces do not form ice dams and to minimize the need for heat tape.
3. Where roofs will drip onto pedestrian or other public areas, buildings shall provide a system of gutters, downspouts and permitted heat tape to direct and channel roof run-off into the project's landscape areas and to prevent ice build-up in pedestrian areas. In non-pedestrian or public areas, roofs may drip to swales that direct water to the natural or proposed landscape.
4. Eaves and fascia shall generally be responsive and proportional to the design of the building.
5. The limitations identified in Chapter 15-5 shall apply.

## **H. LANDSCAPING.**

1. Landscaping should complement the context and enhance the architecture of the building.
2. Stormwater best management practices should be considered in the landscape design.
3. Landscape materials should reflect the Park City climate.
4. For parcels in the Frontage Protection Zone, the first thirty feet (30') should include landscaping and pedestrian-focused infrastructure.
  - a. Sidewalks, trails, bike paths, and the like are permitted in this area. These shall have a vegetative buffer from the edge of road pavement of at least three feet (3').
  - b. Multi-modal infrastructure is permitted in this area, including bike racks, transit stops and shelters, wayfinding signage, seating, and the like. Mobility Hubs and Transit Hubs are also permitted in these areas, provided they do not exceed ten feet (10') to fourteen feet (14') in height.

## **I. SERVICE AND MECHANICAL AREAS.**

1. Trash, recycling, and service areas should be designed as integrated components of the building and should be sited to minimize impacts to pedestrians. Facilities can be located in underground parking facilities when appropriate.
2. All exterior mechanical equipment must be Screened to minimize noise infiltration to adjoining Properties and to mitigate visual impacts on nearby Properties and general public view. All mechanical equipment must be shown on the plans prepared for City review.
3. Service and delivery areas shall be located where least visible from general public view and shall not impede pedestrian or bicyclist connectivity.
4. The loading and unloading of goods must take place entirely on the Site. Loading and delivery areas must be Screened from general public view. All loading areas shall be shown on the plans prepared for City review.
5. Shared delivery, service, trash, and recycling areas are encouraged.
6. All Structures must provide a means of storing refuse generated by the Structure's occupants. All refuse storage facilities must be shown on the plans prepared for City review. Refuse storage must be Screened, enclosed, and properly ventilated.
7. When possible, transformers and other utility boxes should be located where least visible from general public view.
  - a. Location along Park and Kearns is highly discouraged.
  - b. All transformers and other utility infrastructure should be screened through fencing, landscaping, low walls, art, and the like, as permitted by the relevant utility provider.
8. The undergrounding of utilities is preferred.

Showing proposed locations for mechanical equipment makes sense but it is very difficult to know at the planning level the exact equipment and sizes.

Utility companies will most likely require this location as the current infrastructure is provided from these two streets

9. Mechanical equipment, ducts, and vents should be accommodated internally within the building and / or co-located on the roof. Screening of equipment on the roof is encouraged.

J. **ART INSTALLATIONS.**

1. Integration of public art is encouraged in all development in the BPMX Zoning District, including murals, sculptures, enhanced trails, gateways, crosswalks, wayfinding, interactive exhibits, and the like.
2. It shall be the responsibility of the property owner to maintain all art located on private property.
3. Art is specifically allowed in the Frontage Protection Zone but shall not impede pedestrian or bicyclist connectivity.
4. Art proposed to be displayed in the public realm may first be reviewed by the Public Arts Advisory Board.

**15-2.27-6 PROJECT ENHANCEMENTS:** Project Enhancements are intended to provide early project predictability and allow flexibility in selecting incentives to qualify for additional Building Height of up to forty-five feet (45') from Existing Grade outside of the Frontage Protection Zone and Setback and Open Space reductions in the BPMX District.

**A. PURPOSE:** Project Enhancements are intended to support locally serving development in the BPMX District through the provision of affordable, workforce, and attainable housing, increased mobility and alternative transit provisions, and increased on-site sustainability measures.

**B. PROCEDURES:** This will help create certainty in the project review process so Applicants can determine whether they qualify for a fourth story bonus (up to forty-five feet (45') from Existing Grade outside of the Frontage Protection Zone) and Setback and Open Space reductions by completing the following:

a. Applicants must submit a preliminary proposal outlining a rough site plan, volumetrics, ~~renderings~~, and project description for Planning Commission review and input. The Planning Commission will forward a recommendation to the City Council for consideration.

i. Preliminary proposals should identify which measures have been selected for consideration. A minimum of three (3) site-specific enhancements shall be selected:

1. **HOUSING.** Inclusion of a mix of residential units that meet a range of community needs – affordable, workforce, attainable, senior housing, etc. and set a baseline average for Area Median Income. Provision of units should be based on the mix of owner-occupied and rental units from the most up-to-date Housing Needs Assessment.
2. **PARKING.** Provision of required parking underground.
3. **PARKING.** Development of a Shared Parking Agreement with adjacent developments to reduce vehicle trips and congestion within the BPMX District.
4. **MOBILITY.** Implementation of an on-site car share and long-term operations plan.
5. **MOBILITY.** Implementation of on-site and adjacent trail or pedestrian connectivity improvements as indicated in the Connectivity Vision for Bonanza Park like tunnels or bridges.
6. **SUSTAINABILITY.** Provision of long-term project operational plans to include waste reduction and landfill diversion, food waste collection and composting, green business operations, potential for local renewable energy development such as distributed solar with storage or thermal energy networks, design for greywater reuse, rainwater capture

This is an interesting process and has the potential to be successful. I would strike the requirement of "renderings". It is not likely that a quality architect will be able to provide renderings of any true nature at this phase of the design process.

or other water conservation features, green infrastructure such as bioswales, and building operational performance to achieve an Energy Star score of 90 or above, or to be designed and built to achieve 10 percent better than the most recent ASHRAE 90.1 standards.

7. **COMMUNITY-SERVING.** Inclusion of on-site childcare, senior facilities, or other Uses that serve the workforce or other community needs.
  8. **COMMUNITY-SERVING.** Inclusion of restricted commercial spaces that provide reduced rental rates for local businesses.
  9. **COMMUNITY-SERVING.** Long-term programming plan for activated publicly accessible outdoor spaces that provide for music, entertainment, and seasonal activation.
- b. For projects providing four or more site-specific enhancements, including housing and underground parking, Applicants may request reductions in Setbacks and Open Space as outlined in Section 15-2.27-3.
  - c. The City Council shall review project enhancements proposals considering adherence to the standards outlined in Section 15-2.27-7(B) and either approve or deny the request. If approved, the Applicant could finalize their proposed plans.
  - d. Approved projects shall return to the Planning Commission for standard application processing.
- c. **PROGRAM REVIEW AND AMENDMENTS.** The City Council has the discretion to review and update the Project Enhancements on a two-year schedule to assess the effectiveness of the program and enhancements implemented through successful projects. As part of this review, the Planning Department will identify evolving market conditions that may affect feasibility of specific criteria.

#### **15-2.27-7 PARKING REQUIREMENTS**

- A. **APPLICABILITY.** All development within the BPMX District is subject to the following parking requirements in addition to requirements outlined in Chapter 15-3 Off-Street Parking.
- B. **REQUIREMENT.** Off-Street parking within the BPMX District shall be provided for each land Use as listed in this Section, where parking ratio requirements supersede those in Chapter 15-3 Off-Street Parking.
1. **RESIDENTIAL USES.** Off-Street parking shall be provided for each land Use as listed in this Section, in the Parking Ratio Requirements tables. When applying the tables, the parking requirements stated for each Use, or combination of Uses, applies to each Dwelling Unit within the Structure. Specific Uses, and the related parking



ratio requirements are also shown below. Also refer to Section 15-15-1 *Definitions* for clarification of Uses.

| <b>Table 15-2.27-7(B)(1) RESIDENTIAL PARKING RATIO REQUIREMENTS</b>                                         |                                      |
|-------------------------------------------------------------------------------------------------------------|--------------------------------------|
| <b>USE</b>                                                                                                  | <b>PARKING RATIO (NUMBER SPACES)</b> |
| Multi-Unit Dwelling,<br>Apartment/Condominium not<br>greater than 1,000 sf floor Area                       | 1 per Dwelling Unit                  |
| Multi-Unit Dwelling,<br>Apartment/Condominium greater<br>than 1,000 sf and less than 2,000 sf<br>floor Area | 1.5 per Dwelling Unit                |
| Multi-Unit Dwelling,<br>Apartment/Condominium 2,000 sf<br>floor Area or greater                             | 2 per Dwelling Unit                  |

2. **NON-RESIDENTIAL USES.** In non-residential projects, or for non-residential space associated with primarily residential Structures, the following parking requirements shall apply. Also refer to LMC Section 15-15-1 *Definitions* for clarification of Uses. Uses may also qualify for additional parking via underground parking if proven project enhancements are provided.

| <b>Table 15-2.27-7(B)(2) NON-RESIDENTIAL PARKING RATIO REQUIREMENTS</b> |                                                                |
|-------------------------------------------------------------------------|----------------------------------------------------------------|
| <b>USES</b>                                                             | <b>PARKING RATIO REQUIREMENTS (NUMBER SPACES)</b>              |
| Auditorium and Assembly Hall                                            | 1 space per 5 seats                                            |
| Bank                                                                    | 2 spaces per 1,000 sf of net leasable floor Area               |
| Bar                                                                     | 3 spaces per each 1,000 sf of net leasable floor area          |
| Café/Deli                                                               | 2 spaces per 1,000 sf of net leasable floor Area               |
| Child Care Center                                                       | 1 space per on-duty staff per shift and 1 space per 6 children |
| Commercial Use                                                          | 4 spaces per 1,000 sf of net leasable floor Area               |

|                                                                            |                                                                                                                                                                                                  |
|----------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Disabled Care<br>Elder Care<br>Group Care Facility                         | 1 space per 2 bedrooms plus 1 space per employee per shift, or 2 spaces per 3 employees per shift, whichever is greater                                                                          |
| Flex Industrial                                                            | 1 space per 1,000 square feet of floor area and 1 space for every 2 employees in the largest shift                                                                                               |
| Hospital, Limited Care                                                     | 1 space per 2 beds                                                                                                                                                                               |
| Hotel, Boutique                                                            | 1 space per room or suite, and 1 space per 200 sf of separately leasable commercial space                                                                                                        |
| Indoor Entertainment, Theater                                              | 1 space per 4 seats or 5 spaces per 1,000 sf of floor Area depending on type of facility                                                                                                         |
| Offices, General                                                           | 2 spaces per 1,000 sf of leasable floor Area                                                                                                                                                     |
| Office and Clinic, Medical and Veterinary Clinic                           | 5 spaces per 1,000 sf of leasable floor Area                                                                                                                                                     |
| Public and Quasi-Public Institution, Church, School<br>Public Utility Uses | 1 space per 5 seats, or 2 spaces per 3 employees, or 1 space per 1,000 sf of floor Area, whichever is greater                                                                                    |
| Retail & Service Commercial, Minor, Personal Improvement                   | 0 spaces required for buildings that have less than or equal to 3,000 sf net leasable floor area<br>Above 3,000 sf net leasable floor area is 3 spaces per 1,000 sf of net leasable floor area   |
| Retail & Service Commercial, Major                                         | 5 spaces per 1,000 sf of net leasable floor Area                                                                                                                                                 |
| Restaurant                                                                 | 0 spaces required for buildings that have less than or equal to 3,000 net leasable floor area<br>Above 3,000 sf net leasable floor area is 3 spaces per each 1,000 sf of net leasable floor area |
| Restaurant, Outdoor Dining                                                 | Based on Site specific review at the time of CUP                                                                                                                                                 |
| Temporary Improvement                                                      | 1 space per employee plus 1 guest space                                                                                                                                                          |

|                                                             |                                                                                                                                   |
|-------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|
| Recreation Facility, Public<br>Recreation Facility, Private | 1 space per 4 seats or 3 spaces per 1,000 sf of floor Area, or 1 space per 3 persons rated capacity depending on type of facility |
| Temporary Improvement                                       | 1 space per employee plus 1 guest space                                                                                           |

- C. CALCULATION OF SPACES.** If a project incorporates two Uses, the Use requiring a higher number of Parking Spaces shall govern. Whenever the calculation results in a fractional number, the number of spaces required must be rounded up to the next whole number.
- D. PARKING MAXIMUMS.** No more than one hundred percent (100%) of the minimum required parking may be provided for newly constructed non-residential, mixed-use, or Multi-Unit Dwelling developments of ten (10) or more units when the new development is within a one-quarter ( $\frac{1}{4}$ ) mile of a transit stop. When the parking requirement is zero Parking Spaces, a maximum of five (5) Parking Spaces may be provided. Exceptions to the maximum parking limit may be approved by the Planning Commission if found to be consistent with Section 15-2.27-1 and to further the City's goals for reducing single-occupancy vehicle trips.
- E. SHARED PARKING.** For both on-site parking and off-site parking, Shared Parking Spaces may be provided contingent upon a shared parking analysis being completed and a Shared Parking Agreement being executed, as approved by the Planning Commission.
1. The parking requirement for Mixed-Use projects may be lowered if the Applicant submits a shared parking opportunity analysis, approved by the Planning Commission, which results in a peak-parking-demand measure that is less than the Parking Requirement established by this Section for Residential and Non-Residential Uses.
- F. PARKING REQUIREMENT ADJUSTMENT.** A ten percent (10%) reduction in the number of required Parking Spaces is allowed to reduce or eliminate a public safety hazard or to bring substandard Parking Spaces into compliance with current City design standards subject to approval by the City Engineer.
- G. UNDERGROUND PARKING.** All development within the BPMX District is encouraged to provide underground parking to promote a vibrant pedestrian friendly environment that reduces car-pedestrian conflict. If 90% of required parking is provided on-site and underground, Setbacks for the underground parking structure may be reduced by the Planning Commission up to 50% outside of the Frontage Protection Zone if utilities can be accommodated.

**H. ALTERNATIVE PARKING STRATEGIES.** The following alternative parking strategies may be used to comply with the minimum Off-Street parking standards required by this Chapter.

1. **OFF-SITE PARKING.** Required Off-Street Parking Spaces may be provided Off-Site in compliance with the following:
  - a. Required parking must be located within the City limits.
  - b. Access between the on-Site Use(s) or the subject site and the Off-Site Parking Area must be provided through pedestrian, bicycle, and/or transit facility connections (e.g., sidewalks, multi-use paths, bicycle lanes, transit stops, etc.).
  - c. A parking agreement shall be provided in a form acceptable to the City Attorney which identifies the location of the Off-Site parking spaces, guarantees the continued availability of the Off-Site Parking Spaces, and sets forth the ongoing responsibilities of the parties involved. The parties to the agreement shall include the owners and lessees of the Off-Site Parking Spaces and the Owners and lessees of the subject Site, and a copy of any such agreement shall be provided to the City. The City shall not be required to be a party to any such agreement, but each agreement shall grant the City the right (but not the obligation) to enforce the agreement's terms and shall include a provision requiring that the City be notified immediately of any termination or default of the agreement. Any termination or default of the agreement between parties shall result in revocation of the on-Site parking reduction approval by the City unless a new alternative parking arrangement is approved by the City within a reasonable timeframe, as determined by the Planning Director.
2. **PARKING REDUCTIONS FOR SITES WITH MULTIPLE USES.** For buildings or sites with multiple Uses, parking may be reduced. To calculate the parking requirement, calculate the sum of the minimum Off-Street parking requirements for the two Uses with the highest Off-Street parking requirement, and then multiply that sum by the number shown below for that combination of Uses.

**Table 15-2.27-8(H)(2) PARKING REDUCTIONS FOR SITES WITH MULTIPLE USES**

| FIRST USE | SECOND USE             |                               |                                                              |        |                  |
|-----------|------------------------|-------------------------------|--------------------------------------------------------------|--------|------------------|
|           | MULTI-UNIT RESIDENTIAL | PUBLIC INTSITUTIONAL OR CIVIC | FOOD, BEVERAGE, BOUTIQUE HOTEL, RECREATION, OR ENTERTAINMENT | RETAIL | OTHER COMMERCIAL |

|                                                                          |     |     |     |     |    |
|--------------------------------------------------------------------------|-----|-----|-----|-----|----|
| Multi-Unit Dwelling <sup>1</sup>                                         | NA  |     |     |     |    |
| Public Institutional, or Civic                                           | 10% | NA  |     |     |    |
| Food, Beverage, Boutique Hotel, Recreation or Entertainment <sup>2</sup> | 15% | 20% | NA  |     |    |
| Retail                                                                   | 15% | 25% | 25% | NA  |    |
| Other Commercial                                                         | 20% | 25% | 25% | 20% | NA |

This percentage is low.

3. **ADDITIONAL ALTERNATIVE STRATEGIES.** After any reduction in the required number of Off-Street Parking Spaces under Section 15-2.27-7(H) is applied, the alternative strategies described below may be combined for an additional non-residential Use parking reduction of up to ten percent (10%).
- DESIGNATED CAR SHARING PARKING.** Designated car sharing spaces (i.e., spaces marked and reserved for car sharing vehicles) shall count as an average of 1.5 Parking Spaces, for up to a maximum of three (3) designated car sharing spaces (i.e., one designated car sharing space = 2 Parking Spaces; two designated car sharing spaces = 3 Parking Spaces; and three designated car sharing spaces = 5 Parking Spaces).
  - ELECTRIC VEHICLE (EV) CHARGING STATIONS.** Electric Vehicle (EV) Charging Stations (i.e., spaces with approved charging infrastructure for Electric Vehicles consistent with Section 15-3-11) that are in addition to the EV Parking Spaces required to be provided pursuant to Section 15-3-11 shall count as two Parking Spaces, for up to a maximum of five (5) additional EV Parking Spaces.

<sup>1</sup> The parking reduction for developments with multi-unit residential shall apply only to the non-residential Use parking requirement.

<sup>2</sup> For mixed-use projects, 0 spaces shall be required for the first 3,000 sf of net leasable floor Area of “Retail & Service Commercial, Minor, Personal Service” and/or “Restaurants, Standard and Bar” Uses.

- c. **UNDERGROUND PARKING.** When underground parking is provided, each two (2) underground Parking Spaces shall count as three (3) Parking Spaces toward satisfying the minimum required parking. This may allow for a reduction of up to five percent (5%) in the number of required Parking Spaces.
4. **PROXIMITY TO TRANSIT.** A fifteen percent (15%) reduction in the total number of required Parking Spaces for any development may be approved when the Site is within one thousand feet (1,000') unobstructed year-round walking distance of a Major Transit Stop.
5. **CUMULATIVE PARKING REDUCTION.** No development may be granted a cumulative parking reduction greater than fifty percent (50%) for non-residential Uses or greater than twenty percent (20%) for residential Uses as provided in Sections 15-2.27-7(H)(1), (2), and (3), unless approved by the Planning Commission.

This whole section seems off. Why not just have the City do a study and define the acceptable density in the code for the whole area



#### **15-2.27-8 TRANSPORTATION DEMAND MANAGEMENT**

- A. **APPLICABILITY.** A Transportation Demand Management (TDM) Plan is required for all development projects \. Two (2) TDM Plan levels shall apply as described below.

1. **LEVEL 1 TDM PLAN.** A Level 1 TDM Plan is required for all development described below:
  - a. Multi-Unit Dwellings: 10 - 44 Dwelling Units
2. **LEVEL 2 TDM PLAN.** A Level 2 TDM Plan is required for all projects that require a Traffic Impact Study (TIS) (i.e., development adds twenty-five (25) or more peak hour vehicle trips) as described below:
  - a. Multi-Unit Dwellings: 45 Dwelling Units and greater
  - b. Boutique Hotel: 40 – 75 rooms
  - c. Retail: 3,000 square feet or greater
  - d. Office: 3,000 square feet or greater
  - e. Restaurant: 2,500 square feet or greater

- B. **EXEMPT PROJECTS.** Projects exempt from TDM Plan requirements are:

1. Remodels or expansions of existing residential units that do not increase the total number of residential units;
2. Remodels or expansions of Commercial, Retail, Office, Hotel, or mixed-use projects involving no more than 500 square feet of commercial net leasable space or two (2) lodging rooms or units;
3. Any Boutique Hotel with fewer than ten (10) rooms;



4. Retail less than 3,000 square feet;
5. Office less than 3,000 square feet; and
6. Restaurant less than 2,500 square feet.

C. **TDM PLAN.** The Applicant shall submit a TDM Plan for review and approval by the Planning Commission. The TDM Plan shall document and demonstrate consistency with the requirements in this Section. The TDM Plan shall include, but is not limited to, the following:

1. Identification of the applicable TDM strategies to be implemented based on the size of the project and estimated number of trips generated.
2. Implementation plan for each TDM strategy, including timelines, responsibilities, and budget allocations.
3. Monitoring and evaluation plan, submitted annually to the Planning Department, to track the effectiveness of TDM strategies and adjust them as needed. At their discretion, the Planning Director may require additional Planning Commission review and modifications as needed.

D. **LEVEL 1 TDM PLAN REQUIRED COMPONENTS.** The following TDM trip reduction strategies are required for Level 1 TDM Plans:

1. Participation in an annual travel survey of residents and employees for the first four (4) years of building occupancy. Employers on Sites subject to an approved TDM Plan shall submit the survey results to the City.
2. Provide the following information to employees and/or residents on an annual basis:
  - a. Carpooling/vanpooling information;
  - b. Transit schedules and route information;
  - c. Information on air pollution and alternatives to single-occupancy vehicle trips;
  - d. Bicycle route and facility information, including local bicycle maps, locations of nearest outdoor bicycle parking or enclosed bicycle storage, locations of bicycle share locations, and bicycle safety information; and
  - e. Information on walking and biking to work, pedestrian and bicycling safety, and all-weather walking shoes and traction devices for shoes and bicycle tires in winter/ice conditions.
3. One strategy from the Supplemental TDM Menu (see Section 15-2.27-8(F)).

E. **LEVEL 2 TDM PLAN REQUIRED COMPENENTS.** The following TDM trip reduction strategies are required for Level 2 TDM Plans:

1. All Level 1 required components.

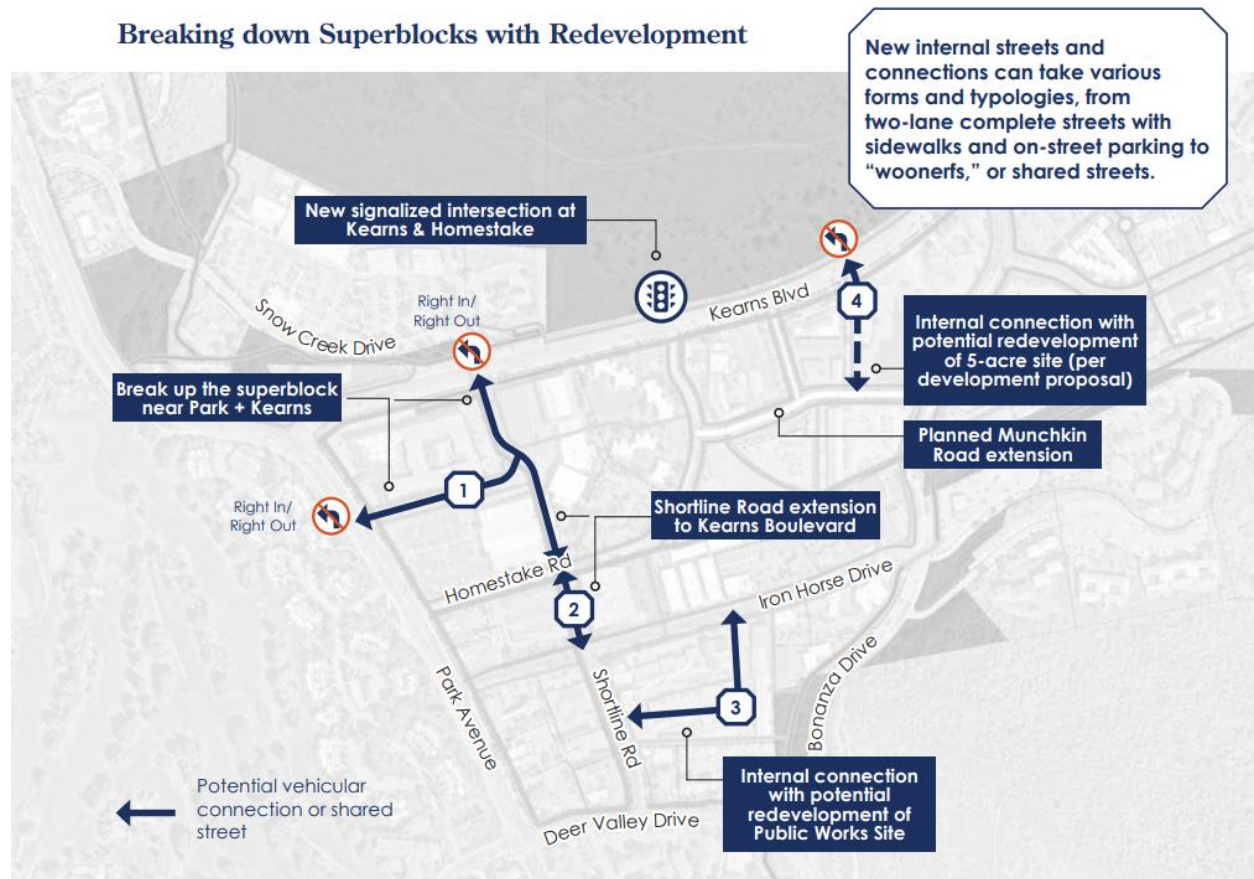
2. Establishment of a TDM Coordinator to directly support commute programs, implement mobility programs, and develop transportation policies and initiatives.
  3. Employee parking cash-out program.
  4. Unbundle parking for residential Dwelling Units at minimum.
  5. Two strategies from the Supplemental TDM Menu (see Section 15-2.27-7(F)).
- F. **SUPPLEMENTAL TDM MENU.** Supplemental TDM strategies over and above the applicable Level 1 or Level 2 TDM Plan requirements may be implemented to reduce the amount of required Parking for non-residential Uses. When three (3) or more of the following strategies are provided in addition to the applicable Level 1 or Level 2 TDM Plan requirements, the Planning Commission may approve up to a twenty percent (20%) reduction in the required parking for non-residential Uses.
1. Alternative work schedules/flex-time.
  2. Preferential Parking for carpool or vanpool vehicles.
  3. Employee shower facilities.
  4. Provision of on-Site or Off-Site multimodal transportation improvements at the discretion of the Planning Commission, such as:
    - a. Pedestrian network improvements (e.g., providing sidewalks that are wider than the required minimum width),
    - b. Construct or improve a bike facility (e.g., providing improved safety of bicycle facilities serving key transit nodes), or
    - c. Construct transit-supportive treatments (e.g., traffic calming near transit stop, transit stop enhancements and amenities, etc.).
  5. On-site child care facilities.
  6. Facilities and equipment to encourage telecommuting (e.g., video-conferencing facilities and equipment).
  7. Contributions to funds for local and regional facilities such as park-and-ride lots, multimodal transportation centers, satellite work centers, etc. as approved by the City Council.
  8. On-Site amenities such as cafeterias, restaurants, automated teller machines, and other services that would eliminate the need for additional trips.
  9. Transit incentives for employees such as additional pay for carpoolers, etc.
  10. Plans for delivery of goods at off-peak times and/or plans and facilities for centralized deliveries of goods for multi-tenant facilities.

- G. **TDM PLAN AGREEMENT.** A TDM Plan agreement shall be provided in a form acceptable to the City Attorney and shall include the TDM Plan. The parties to the agreement shall include the Owners and lessees of the project Site. A copy of the agreement shall be provided to the City. The City shall not be required to be a party to any such agreement, but each agreement shall grant the City the right (but not the obligation) to enforce the agreement's terms and shall include a provision requiring that the City be notified immediately of any termination or default of the agreement. Any termination or default of the agreement between parties shall result in enforcement action by the City unless a new TDM Plan is approved by the City within a reasonable timeframe, as determined by the Planning Director.

### **15-2.27-9 STREET SYSTEMS.**

The street network has a significant influence on the overall connectivity of a place. In Bonanza Park, additional street connections are required to promote walkability and to create an interconnected system of blocks.

- A. **ADDITIONAL CONNECTIONS.** New street connections are required to ensure Bonanza Park is a walkable and safe neighborhood. Development located adjacent to one of the following areas shall incorporate new street connections.
1. Superblock between Park Avenue, Kearns Boulevard, and Homestake Road. New east-west connections shall be established.
  2. Shortline Road. Shortline Road shall be extended north-south to connect from Kearns Boulevard to Deer Valley Drive.
  3. Shortline Road and Iron Horse Drive. A new internal connection to these roads between Shortline Road and Bonanza Drive shall be integrated into redevelopment.
  4. Kearns Boulevard and Munchkin Road. A new connection shall be implemented to connect Munchkin Road and Kearns Boulevard.
  5. Where required to improve pedestrian safety, a tunnel or bridge on Park Avenue or Kearns Boulevard is appropriate and shall meet requirements from the City Engineer, Public Works, and applicable state review agencies.



## B. STREET DESIGN.

1. All new Streets shall meet Park City standards.
2. All new Streets shall integrate best management practices for stormwater runoff.
3. To the greatest extent practicable, development that is impacting an existing street shall upgrade the street design to meet code standards in place at the time of application.
4. Pedestrian infrastructure, including sidewalks and crosswalks, shall be integrated into new or updated City streets.
5. Traffic calming measures, including intersection bump-outs, street trees, parklets, and on-street parking, should be integrated into new or updated City streets.

## 15-2.27-10 OPEN SPACE AND TRAIL CONNECTIVITY

Establishing a network of pedestrian and bicycle linkages is critical to improve the overall connectivity of the Bonanza Park neighborhood. Similarly, additions of open space and green areas will improve the overall sense of community and opportunities for gathering in the neighborhood. All development within BPMX must have multi-modal connections and open space to improve Bonanza Park's connectivity.

- A. **OPEN SPACE AND PARKS.** Each development is required to have a minimum amount of open space. This space should be designed to integrate with the building design, as well as reinforce the ideas of community connection and openness in the Bonanza Park Small Area Plan.

1. The following open space typologies (also known as Green Community Space) are permitted in the BPMX District, and may be located in a Frontage Protection Zone, unless prohibited by this Section.
  - a. Pocket Park.
  - b. Linear greenspace with pedestrian and/or bicycle path.
  - c. Public Courtyard.
  - d. Plaza areas.
  - e. Flexible Space.
  - f. Community Garden.
  - g. Green Roofs with publicly accessible amenity terrace. If this option is chosen, a deed restriction granting permanent public accessibility shall be required. An amenity terrace cannot be located within the Frontage Protection Zone.

- B. **TRAIL CONNECTIONS.** Integrating multi-modal transportation opportunities is critical in the Bonanza Park neighborhood. Development should support the goals articulated in the Bonanza Park Small Area Plan, including the creation of new sidewalk and bicycle facilities. Development located adjacent to key roadways in Bonanza Park should integrate the following key trail connections. Key connections are at Park Avenue, Kearns Boulevard, Shortline Road extension, Rail Trail, and Deer Valley Drive as indicated in Figure 15-2.27-10(B) below.

Figure 15-2.27-10(B) Connectivity Vision For Bonanza Park



C. **VEGETATION PROTECTION.** The Property Owner must protect Significant Vegetation during any Development activity.

1. Significant Vegetation includes large trees six inches (6") in diameter or greater measured four and one-half feet (4.5') above the ground, groves of smaller trees, or clumps of oak and maple covering an Area fifty square feet (50 sq. ft.) or more measured at the drip line.
2. Development plans must show all Significant Vegetation within twenty feet (20') of a proposed Development. The Property Owner must demonstrate the health and viability of all large trees through a certified arborist.
3. The Planning Director shall determine the Limits of Disturbance and may require mitigation for loss of Significant Vegetation consistent with Landscape Criteria in Sections 15-3-3 and 15-5-5(N), and Title 14.

**15-2.27-11 SUSTAINABILITY REQUIREMENTS**

- A. **APPLICABILITY.** All Development within the BPMX District should strive to support the City's Net Zero goals through the implementation of sustainable design including active transportation considerations, low embodied carbon materials, waste reduction through comprehensive materials recover, and operational programming and technologies to reduce short- and long-term impacts on the environment.



- B. **REQUIREMENTS.** All projects within the BPMX should strive to achieve a low Energy Use Intensity (EUI) per building type including improved insulation and thermal efficiency, EnergyStar and WaterSmart appliances and fixtures, energy efficient lighting, low-flow plumbing fixtures, sensors and timers that control water flow, lighting and temperature, and on-site Renewable Energy Systems.

New buildings should strive to obtain third party certification of the use of sustainable construction techniques and building materials. The following programs should be considered:

4. INSERT CITY RESOLUTION FOR NET ZERO BUILDINGS ONCE ADOPTED.

### **15-2.27-12 CONVENTIONAL CHAIN BUSINESSES**

- A. **APPLICABILITY. This Section provides guidance on Conventional Chain Businesses in the BPMX District.**

Existing businesses within the BPMX District that meet the definition of a Conventional Chain Business as of (INSERT DATE OF ADOPTION), will be issued a one-time Conditional Use Permit to memorialize existing conditions. Any amendments to this Permit will require a new application subject to the requirements of this Section.

New Development and redevelopments inclusive of a business that meets the thresholds outlined in the Conventional Chain Business Definition in Section 15-15-1 must acquire a Conditional Use Permit, in addition to meeting the requirements outlined below. This Section shall not apply to Grocery Stores, Banks, or Gyms as defined in Section 15-15-1.

- B. **REQUIREMENTS.**

1. No Conditional Use Permit shall be issued in the BPMX District, unless approved by the Planning Commission pursuant to Section 15-1-10.
2. In addition to the requirements listed in Section 15-1-10, the Planning Commission shall also consider whether the proposed Use meets the goals outlined in the Bonanza Park Small Area Plan, as defined below:
  - a. Conventional Chain Businesses cannot exceed 30% of the total commercial square footage within a single development.
  - b. The Conventional Chain Business will not create an oversaturation of similar uses within the BPMX District.
  - c. The proposed business will diversify retail and community services provisions within the BPMX District and Park City, providing basic necessities for the daily needs of residents.

- d. The proposed business encourages innovation or a creative business idea.
- e. The proposed business provides local entrepreneurs with an opportunity to offer distinct services or sell locally made products.
- f. The proposed business offers affordable and needed services, meals, or products to the BPMX District or Park City community.
- g. The proposed business creates unique recreational, entertainment, or cultural opportunities.
- h. The proposed business offers services not currently found within Park City's municipal boundary.
- i. The proposed business will be aesthetically compatible with the BPMX District character and adhere to the design guidelines within this Chapter, in addition to those outlined in Chapter 15-5 Architectural Review.
- j. The proposed business will be compatible with existing businesses.

#### **15-2.27-13 GOODS AND USES TO BE WITHIN ENCLOSED BUILDINGS**

- A. **OUTDOOR DISPLAY OF GOODS PROHIBITED.** Unless expressly allowed as a Conditional Use, all goods including food, beverage, and vending machines must be within a completely enclosed Structure. New construction of enclosures for the storage of goods shall not have windows and/or other fenestration that exceeds a wall-to-window ratio of thirty percent (30%). This Section does not preclude temporary sales in conjunction with a Special Event License, sidewalk sale, or seasonal plant sale.
- B. **OUTDOOR USES PROHIBITED/EXCEPTIONS.** The following outdoor Uses may be allowed by the Planning Department upon the issuance of an Administrative Permit. The Applicant must submit the required Application, pay all applicable fees, and provide all required materials and plans. Appeals of departmental actions are heard by the Planning Commission.
  - 1. **OUTDOOR DINING.** Outdoor dining is subject to the following criteria:
    - a. The proposed seating Area is located on private Property or leased public Property and does not diminish parking or landscaping.
    - b. The proposed seating Area does not impede pedestrian circulation.
    - c. The proposed seating Area does not impede emergency Access or circulation.
    - d. The proposed furniture is Compatible with the Streetscape.
    - e. No music or noise is in excess of the City Noise Ordinance, Title 6.
    - f. No Use after 10:00 p.m.

- g. No net increase in the Restaurant's seating capacity without adequate mitigation of the increased parking demand.

2. **OUTDOOR GRILLS/BEVERAGE SERVICE STATIONS.** Outdoor grills and/or beverage service stations are subject to the following criteria:

- a. The Use is on private Property or leased public Property and does not diminish parking or landscaping.
- b. The Use is only for the sale of food or beverages in a form suited for immediate consumption.
- c. The Use is Compatible with the neighborhood.
- d. The Use does not impede pedestrian circulation.
- e. The Use does not impede emergency Access or circulation.
- f. Design of the outdoor grill or beverage service station is Compatible with the adjacent Buildings and Streetscape.
- g. No violation of the City Noise Ordinance, Title 6.
- h. Compliance with the City Sign Code, Title 12.

3. **OUTDOOR STORAGE AND DISPLAY OF BICYCLES, KAYAKS, MOTORIZED SCOOTERS, AND CANOES.** Outdoor storage and display of bicycles, kayaks, motorized scooters, and canoes is subject to the following criteria:

- a. The Area of the proposed bicycle, kayak, motorized scooter, and canoe storage or display is on private Property and not in Areas of required parking or landscaped planting beds.
- b. Bicycles, kayaks, and canoes may be hung on Buildings if sufficient Site Area is not available, provided the display does not impact or alter the architectural integrity or character of the Structure.
- c. No more than a total of fifteen (15) pieces of equipment may be displayed.
- d. Outdoor display is only allowed during Business hours.
- e. Additional outdoor bicycle storage Areas may be considered for rental bicycles, provided there are no or only minimal impacts on landscaped Areas, parking spaces, and pedestrian and emergency circulation.

4. **DISPLAY OF MERCHANDISE.** Display of outdoor merchandise is subject to the following criteria:

- a. The display is immediately available for purchase at the Business displaying the item.
- b. The merchandise is displayed on private Property directly in front of or appurtenant to the Business which displays it, so long as the private Area is in an alcove, recess, patio, or similar location that provides a physical separation

from the public sidewalk. No item of merchandise may be displayed on publicly owned Property including any sidewalk or prescriptive Right-of-Way regardless of if the Property Line extends into the public sidewalk. An item of merchandise may be displayed on commonly owned Property; however, written permission for the display of the merchandise must be obtained from the Owner's association.

- c. The display is prohibited from being permanently affixed to any Building.
- d. The display does not diminish parking or landscaping.
- e. The Use does not violate the Summit County Health Code, the Fire Code, or International Building Code. The display does not impede pedestrian circulation, sidewalks, emergency Access, or circulation. At minimum, forty-four inches (44") of clear and unobstructed Access to all fire hydrants, egress and Access points must be maintained. Merchandise may not be placed so as to block visibility of or Access to any adjacent Property.
- f. The merchandise must be removed if it becomes a hazard due to wind or weather conditions, or if it is in a state of disrepair, as determined by either the Planning Director or Building Official.

5. **OUTDOOR EVENTS AND MUSIC.** Outdoor events and music require an Administrative Conditional Use permit. The Use must also comply with Section 15-1-10, Conditional Use review. The Applicant must submit a Site plan and written description of the event, addressing the following:

- a. Notification of adjacent Property Owners.
- b. No violation of the City Noise Ordinance, Title 6.
- c. Impacts on adjacent Residential Uses.
- d. Proposed plans for music, lighting, Structures, electrical signs, etc.
- e. Parking demand and impacts on neighboring Properties.
- f. Duration and hours of operation.
- g. Impacts on emergency Access and circulation

## **15-2.27-14 SIGNS**

- A. **APPLICABILITY.** Signs are allowed in the BPMX District as provided in the Park City Sign Code, Title 12. The following signs are prohibited in the Frontage Protection Overlay Zone (FPZ):

- 1. "A" Frame, Sandwich Board and Sidewalk or Curb Signs.
- 2. Permanent Banners and Pennants.

3. Billboards and Other Off-Premises Signs.
4. Moving/Variable Message Signs. Electronically controlled copy changes, or any other signs that move or use movement to emphasize text or images.
5. Neon and Neon Appearing Signs. Neon lights, similar gas-filled light tubes, and lighting made to appear as neon are prohibited, except when used for indirect illumination and in such a manner as to not be directly exposed to public view. This includes technology that simulates or mimics neon signs through the use of LED lights or other methods.
6. Portable and Wheeled Signs.
7. Signs Causing Direct Glare. A sign or illumination that causes any direct glare into or upon any public right-of-way, adjacent lot or building other than the building to which the sign may be accessory.
8. Signs Creating Optical Illusion. Signs with optical illusion of movement by means of a design which presents a pattern capable of reversible perspective, giving the illusion of motion or changing of copy.
9. Signs Obstructing Egress. A sign which obstructs any window or door opening used as a means of ingress or egress, prevents free passage from one part of a roof to any other part, interferes with an opening required for ventilation or is attached to or obstructs any standpipe, fire escape or fire hydrant. A sign which obstructs the free movement of pedestrians on sidewalks, pedestrian malls, trails or any other public access way.
10. Signs on Parked Vehicles. Signs placed on or affixed to vehicles and/or trailers, including bicycles, which are parked on a public right-of-way, public property or private property so as to be visible from a public right-of-way where the apparent purpose is to advertise a product or commercial service or activity, or direct people to a business or commercial activity located on the same or nearby property. However, this is not in any way intended to prohibit signs placed on or affixed to vehicles and trailers, such as lettering on motor vehicles, where the sign is incidental to the primary use of the vehicle or trailer for transportation.
11. Unsafe Signs. Any sign which: (1) Is structurally unsafe; (2) Constitutes a hazard to safety or health by reason of inadequate maintenance or dilapidation; (3) Is not kept in good repair; (4) Is capable of causing electrical shocks to persons likely to come into contact with it; (5) In any other way obstructs the view of, may be confused with or purports to be an official traffic sign, signal or device or any other official government regulatory or informational sign; (6) Creates an unsafe distraction for vehicle operators or pedestrians; (7) Obstructs the view of vehicle operators or pedestrians entering a public roadway from any parking area, service drive, public driveway, alley or other thoroughfare; (8) Is located on trees, rocks, light poles or utility poles, except where required by law; or (9) Is located so as to conflict with the clear and open view of devices placed by a public agency for controlling traffic or which obstructs a motorist's clear view of an intersecting road, alley or major driveway.

#### **15-2.27-15 RELATED PROVISIONS**

Bonanza Park Mixed Use (BPMX) District

- A. Fences and Walls. Section 15-4-2.
- B. Satellite Receiving Antenna. Section 15-4-13.
- C. Telecommunication Facility. Section 15-4-14.
- D. Parking. Chapter 15-3.
- E. Landscaping. Title 14; Sections 15-3-3 and 15-5-5(N).
- F. Lighting. Sections 15-3-3 and 15-5-5(J).
- G. Park City Sign Code. Title 12.
- H. Architectural Review. Chapter 15-5.
- I. Snow Storage. Section 15-3-3.



### **15-6.1-3 ZONING DISTRICTS AND USES**

1. **ZONING DISTRICTS**. Affordable Master Planned Developments are Allowed in the following Zoning Districts:
  1. Residential Development
  2. Residential Development Medium
  3. Residential Medium
  4. Recreation Commercial
  5. General Commercial
  6. Bonanza Park Mixed Use District
  7. Light Industrial
  8. Community Transition
  9. Historic Commercial Business
  10. Historic Recreation Commercial, east of Park Avenue
2. **USES**. An Affordable Master Planned Development can only contain Uses that are Allowed or Conditional in the Zoning District in which it is located.
3. **COMMERCIAL USES**. An Affordable Master Planned Development may include up to 10,000 square feet of Commercial, Retail, Office, Public, and Quasi-public Uses.

#### **15-4-4 SECONDARY LIVING QUARTERS**

Secondary living quarters are a permitted Accessory Use in all districts except the HRL, HR-1, HR-2, and ROS, unless previously approved by a Master Planned Development. Any request for secondary living quarters within residential dwellings shall be reviewed and approved by the Planning Department. The following criteria must be established prior to issuance of Building Permit or Certificate of Occupancy issuance:

1. **SIZE**. The maximum size for secondary living quarters shall be 1,000 square feet. This amount shall be included in the total Building Floor Area square footage calculations for all Structures.
2. **UNIVERSAL DESIGN PRINCIPLES**. Must follow universal design principles to allow equal access by people of all ages and abilities. This including those aging-in-place and the American Disabilities Act. Methods include no-step entries, appropriate widths for hallways and doors, non-slip surfaces, etc.
3. **PARKING**. One (1) on-Site Parking Space for each Secondary Living Quarter shall be provided in addition to the underlying parking requirement. Tandem Parking is allowed.
4. **SINGLE UTILITY METERS**. The main dwelling and the Secondary Living Quarters shall be on the same utility meters.
5. **KITCHENS**. Secondary Living Quarters shall not contain full Kitchens, as defined in this Code.
6. **ACCESS**. The secondary quarters shall be designed to have direct Access into the main dwelling.
7. **NO SEPARATE LEASES**. The secondary quarters shall not be rented or leased separately from the main dwelling. Nightly Rentals and other seasonal rentals are prohibited to help residential bases grow for locals. Secondary living quarters are for the Use of the Owner of the main dwelling for guests, household help, relatives, and other similar Persons.

## **15-15-1 DEFINITIONS**

For the purpose of the LMC, certain numbers, abbreviations, terms, and words shall be used, interpreted, and defined as set forth herein. Defined terms will appear as proper nouns throughout this Title. Words not defined herein shall have a meaning consistent with Webster’s New Collegiate Dictionary, latest edition.

Unless the context clearly indicates to the contrary, words used in the present tense include the future tense; words used in the plural number include the singular; the word “herein” means “in these regulations”; the word “regulations” means “these regulations”; “used” or “occupied” as applied to any land or Building shall be construed to include the words “intended, arranged, or designed to be used or occupied”.

[Existing Definitions in BLACK, proposed Definitions in Red]

**AFFORDABLE HOUSING.** Housing that is priced affordable to households with incomes at or below 80% of Area Median Income.

**ART/PLACEMAKING ELEMENTS.** Features that reflect the identity and character of an area, such as murals, statues, and sculptures. Dark sky-compliant lighting may be allowed. Signage is excluded to maintain adherence to the sign code.

**ATTAINABLE HOUSING.** Housing that is priced affordable to households with incomes between 81 and 150 percent of AMI.

**BANK.** A financial institution engaged in providing services such as accepting deposits, cashing checks, lending money, and offering financial products or services, including but not limited to savings and checking accounts, loans, mortgages, and investment advisory services. Ancillary uses may include ATM facilities, safe deposit boxes, etc.

**CONNECTIVITY IMPROVEMENTS.** Such as new pedestrian paths or streets that create walkable and connected development patterns and break up existing superblocks or major improvements like tunnels and bridges.

**DENSITY BONUS.** Zoning tool that permits developers to build more housing units, taller buildings, or more floor space than normally allowed in exchange for providing a defined Project Enhancement.

**FLEX INDUSTRIAL.** A zoning or land-use classification designed to accommodate a mix of light industrial, production, and commercial activities, often aimed at supporting locally-owned businesses that produce goods and services for the surrounding community. Flex industrial spaces are versatile, allowing for uses such as small-scale manufacturing, craft industries, and local production facilities (e.g., a brewery supplying beer to nearby businesses), while maintaining compatibility with neighborhood character. This classification also serves as a mechanism to preserve and grandfather in pre-existing industrial uses, ensuring their continued contribution to the local economy and community identity.

**GREEN COMMUNITY SPACE.** Public spaces outdoors for public access.

1. **AMENITY TERRACE.** Rooftop that includes communal recreation or aesthetic uses, such as patios, balconies, lounges, etc.
2. **COMMUNITY GARDEN.** Publicly accessible garden space.
3. **FLEXIBLE SPACE.** Multi-use open space, utilized by the public. Can be used for individual enjoyment or for events.
4. **PLAZA AREA.** An open space for public use defined by surrounding buildings or streets.
5. **POCKET PARK.** Small park accessible to the general public.
6. **PUBLIC COURTYARD.** Publicly accessible open area between buildings and walls.

**GROCERY STORE.** Medium to large commercial facility (typically 10,000–50,000 square feet) that provides essential access to food and goods, strategically located to support community needs, enhance accessibility, and contribute to local economic and social infrastructure.

**GYM.** A facility primarily designed and equipped for physical exercise, fitness training, or recreational activities, which may include, but is not limited to, weightlifting equipment, cardio machines, fitness classes, personal training services, and areas for sports or athletic activities. Ancillary uses may include locker rooms, saunas, retail sales of fitness-related merchandise, and food or beverage services.

**HOTEL/HOTEL CONDOMINIUM/MOTEL.** A Building containing lodging rooms for the occupancy of guests for compensation on a nightly basis that includes facilities such as restaurants, bars, spas, meeting rooms, on-site check-in lobbies, recreation facilities, group dining facilities, and/or services customarily associated with hotels, such as concierge services, shuttle services, room service, and daily maid service (collectively referred to as a "Hotel"). Lockout Units, Bed and Breakfast Inns, and Boarding Houses are not Hotels. Hotels are considered a lodging Use and ownership of units may be by a condominium or timeshare instrument Hotel rooms may include a Lockout Unit.

1. Hotel, Major. A Hotel with more than fifteen (15) Hotel Rooms.
2. Hotel, Minor. A Hotel with fewer than sixteen (16) Hotel Rooms.
3. Hotel, Boutique. A Hotel with no more than 75 Hotel Rooms.

**INDOOR ENTERTAINMENT FACILITY.** An establishment or enterprise for the purpose of amusing or entertaining Persons for profit or non-profit and generally contained within a Structure. Such Uses include, but are not limited to, theater, playhouse, cinema, performing arts, planetarium, discovery center, museum, or bowling alley.

**MAJOR OPEN SPACE.** A substantial area of undeveloped land, often publicly accessible, preserved for purposes such as recreation, conservation, or enhancing visual appeal. Examples include large parks, nature preserves, or prominent greenway corridors within a community.

**MAJOR TRANSIT STOP.** A transit stop that is served by at least two fixed transit routes with frequency of service intervals of twenty (20) minutes or less during peak periods and includes a waiting shelter consistent with City standards.

**MIXED USE.** A parcel, structure, or both that combined two (2) or more land uses, such as commercial, residential, or recreational spaces.

**MOBILITY HUB.** Resources utilized for multi-modal transit, often in the form of bus shelters (with light, seating, cover, and signage), bus pullouts, and access to last-mile connectivity, such as bike share or micro-mobility.

**MULTI-UNIT DWELLING.** A Building containing four (4) or more Dwelling Units.

**OUTDOOR USE OR EVENT.** Any land Use, Business or activity that is not conducted entirely within an enclosed Building or Structure, not including outdoor recreation activities and those Uses customarily associated with indoor Uses, such as parking, drive-up windows, ATM's, gas pumps, playgrounds, and such. Outdoor Uses include outdoor dining; outdoor food and beverage service stations and carts; outdoor storage and display of bicycles, kayaks, and canoes; and outdoor events and music.

**PARKING.**

1. **Parking, Public.** A Parking Area or parking facility to be used by the public for fee or otherwise.
2. **Parking, Residential.** A Parking Area or Structure used exclusively for residential, non-commercial Uses.
3. **Parking, Shared.** The Development and Use of Parking Areas on two (2) or more separate Properties for joint Use by the businesses or residents on those Properties.
4. **Parking, Underground.** A Parking Area or Structure below grade, utilized by all land uses.

**PEDESTRIAN AMENITY.** An intentionally designed and meaningful open space that prioritizes human scale and enhances the pedestrian experience. Integrates nature and urban design, contributing to the appeal and functionality of commercial and mixed-use neighborhoods.

**PEDESTRIAN CONNECTION.** A pathway, sidewalk, or network of sidewalks and pathways designed to facilitate safe and accessible movement of people traveling by foot, including at-grade improvements as well as tunnels or bridges.

**PROJECT ENHANCEMENT.** Specific programmatic or infrastructure improvements a development provides in exchange for additional height and/or density. Subject to the requirements of Section 15-2.27-7.

**PUBLICLY ACCESSIBLE OUTDOOR COMMUNITY SPACE.** Space suitable for year-round use, and of a high design quality with gathering spaces, seating areas, play structures, and public art.

**SUSTAINABLE DEVELOPMENT.** Development that incorporates best practices to minimize energy use. Park City has adopted net-zero goals, and sustainable development can help the community reach these goals.

**TRAFFIC CALMING.** Transit planning to deliberately slow traffic in residential areas through methods speed bumps, bump-outs at intersections, on-street parking as part of a complete street design. Other methods include parklets, sidewalks, signage, and street trees.

**TRANSIT HUB.** A property utilized as a mass transit station or an interchange of multiple modes of transportation.

**UNIVERSAL DESIGN PRINCIPLES.** Principles through public and private spaces are designed to have equal access by people of all ages and abilities, with little or no need for adaptation or specialized design.

**USE.** The purpose or purposes for which land or Structures are occupied, maintained, arranged, designed, or intended.

1. **USE, INTENSITY OF.** The maximum number of residential units, or commercial, or industrial space within a specified land Area designated for that purpose.

**WAYFINDING.** Ways in which people orient themselves in physical space and navigate from place to place. Examples can include signs, symbols, landmarks, or pathways.

April 3, 2025

**VIA E-MAIL <SARAH.HALL@PARKCITY.ORG>**

Park City Planning Commission  
c/o Sarah Hall, Chair  
445 Marsac Avenue  
Park City, UT 84060

Re: Bonanza Park Land Management Code Amendment - PL-24-06302

Dear Planning Commissioners:

This firm represents Wintzer-Wolfe Properties (WWP), the owners of approximately 8.2 acres within the city and this proposed new zoning district, the Bonanza Park Mixed Use district. As the largest private property in the proposed new district, we have identified several topics that we suggest require further consideration, analysis, and likely revision before any action should be taken on this proposed rezone.

As the planning commission considers its recommendation to the city council, we ask that the planning commission consider these important points:

1) Two Trail Segments.

The trail segment figure should be updated. Figure 15-2.27-10(B) depicts two problematic trails for WWP. These segments are also problematic for the community. The first is the trail segment labeled as segment "C" on the figure. That trail is behind the WWP property, including Windy Ridge and other businesses on the WWP property. Notably, that trail would have to be ALL located on the WWP property as the city's recently developed EngineHouse project is at a lower elevation and has a significant retaining wall ranging between 4 to 10 feet in height running near the property line. Similarly, a second north-south trail segment [shown on Figure 15-2.27-10(B) near the rail trail label, but NOT the rail trail] would run completely on the WWP property because according to the figure, the trail would not be located on the adjacent Park City-owned transit property.

In short, both trail segments are proposed to be exclusively on the WWP property and the adjoining city-owned properties are spared the responsibility to bear an exaction<sup>1</sup> for a public trail. We know some may argue that the trail will be located within the setbacks so there is no harm. This argument fails to account for several facts, some of which we will detail here:

- Both trails will be in the shadows of buildings (current and future) without any area provided for ice or snow removal or storage. Our client is familiar with what it takes to remove snow

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<sup>1</sup> An exaction is a type of taking of private property. It can be lawful if there is a substantial nexus between the impact and take but where there is nothing now or in the future that is creating this demand we believe the trails are not merited or consistent with takings law.



in this area and the very long trail with no area for storage will make maintaining these trails very difficult, if not impossible, under the planned configuration.

- WWP has requested information on who would be responsible to build the depicted trails, particularly the two trail segments on the WWP land. WWP has not received an answer but under longstanding U.S. Supreme Court precedent, a city must show an individual property is creating the need for a trail before a property owner can be made to pay for it. This is even the case for trails in setbacks. Removing the two trail segments that cross the WWP land would obviate the issue and remove an improper burden from our client's land.
- Having a public trail located on private property, instead of being integrated into a public street, raises liability concerns. Is the city going to operate, maintain, and protect property owners from liability concerns arising during the use of the trail? If not, then properties will not want to redevelop as they will not want to take on the obligations associated with operating these public trails located entirely on private property. A better solution is to rely on the public streets for integrated uses or for the city to purchase land where it wants a public trail.
- The alley and shade effects have not been studied. Again, as mentioned above, there isn't adequate area to maintain such a long trail segment (nearly 1,000 feet alone on one area of the WWP property). If WWP is forced to accommodate all of the hoped for trail width on its property, then these trails will be in the shade of the buildings and the trail will feel more like an alley to be endured instead of a trail to be enjoyed.
- One of the segments is intended to connect to Bonanza but would have trail users emerge where there is no cross-walk, thereby encouraging jay walking.

## 2) Setback Changes

Setbacks should be reconsidered. Setbacks limit the buildable area of each parcel. A comparison of the proposed setback changes in the new BMPX zone to the setbacks in the existing Light Industrial and General Commercial zones reveals that as a whole, more land is devoted to setbacks in the proposed rezone. This change will make less land available for development and may slow redevelopment in this new zone. The below is our effort to synthesize these changes into one chart:

| Setback | BPMX                              | LI  | GC                                                      |
|---------|-----------------------------------|-----|---------------------------------------------------------|
| Front   | 30' to 18'                        | 30' | 20' (may be reduced to 10' administratively)<br>30' FPZ |
| Side    | 25' (may be reduced to 20' by PC) | 10' | 10'                                                     |
| Rear    | 25' (may be reduced to 20' by PC) | 10' | 10'                                                     |

The above chart shows side and rear setbacks will increase and front setbacks will be the same or worse under the new zone. The net effect is there would be less land available to develop. This should be reconsidered.

### 3) Open Space

Open space is important for the well-being of residents and community members. In the current zones, no open space is required in the General Commercial zone while Light Industrial zone requires 30% open space. The new BPMX zone requires 30% open space but the question remains, is a hodge podge of open space dotted among all parcels in the new zone going to be better than having the city acquire a single or a series of publicly owned and maintained open space areas? This is a question worthy of study and it should be noted that the current arrangement of imposing an open space requirement on every property in the zone it is likely this requirement will operate as a disincentive to redevelopment. The planning commission may want to consider removing or reducing the open space requirement in exchange for encouraging a meaningful open space amenity being developed by the city in the area. Such an amenity could jump-start redevelopment and create something that all could enjoy even those that are not planning to redevelop soon.

### 4) Parking

Parking is key for both commercial and residential uses, both in terms of current businesses and future businesses within redeveloped properties. The elimination of surface parking will result in redeveloped uses being pushed into structure parking with associated higher cost and resulting higher rents. While a centralized parking facility would be great for the neighborhood area, as there is with China Bridge for Main Street, if that is not possible it would be good to allow surface parking and other less expensive parking options. Our primary goal with this comment is to ensure that local businesses are able to afford rents and stay in our community. Structured parking will increase rent and change the nature of the tenants in this neighborhood.

### 5) Uses

We have prepared an enclosure listing all of the uses that will be removed from this new zoning district. We note that some of these uses that will be lost seem to be important to the area—including our properties. These possible lost uses include dog grooming businesses, some dining types, and other uses supportive of restaurants and commercial.

In sum, we ask that the planning commission recommend changes to the proposed zoning district to improve the likelihood it will contribute to our community. Recommending removal of the two trail segments described will help ensure that the WWP's properties are not unfairly targeted for trail improvements that won't benefit the community but will damage existing and future uses on these properties. Other recommendations on setbacks, open space and parking requirements can help improve the functioning of businesses in this area and incentivize the redevelopment of areas of the zone. The primary focus should be on continuing actions to allow local businesses to stay in our community and provide incentives for redevelopment that addresses current and future community needs.

Sincerely,

SNELL & WILMER L.L.P.

A handwritten signature in blue ink, appearing to read 'Wade R. Budge'.

Wade R. Budge, P.C.

WRB:dm

cc: Wintzer-Wolfe Properties  
Rebecca Ward, Planning Director, [rebecca.ward@parkcity.org](mailto:rebecca.ward@parkcity.org)  
Mark Harrington, [mark@parkcity.org](mailto:mark@parkcity.org)

**Permitted Uses Removed**

| <b>LI</b>                                               | <b>GC</b>                                               |
|---------------------------------------------------------|---------------------------------------------------------|
| Secondary Living Quarters                               | Secondary Living Quarters                               |
| Accessory Apartment <sup>1</sup>                        | Lockout Unit <sup>1</sup>                               |
| Nightly Rental                                          | Accessory Apartment <sup>2</sup>                        |
| Agriculture                                             | Nightly Rental                                          |
| Office, Intensive                                       | Conservation Activity                                   |
| Parking Area or Structure with four (4) or fewer spaces | Agriculture                                             |
| Food Truck Location <sup>8</sup>                        | Bed and Breakfast Inn                                   |
|                                                         | Boarding House, Hostel                                  |
|                                                         | Hotel, Minor                                            |
|                                                         | Hotel, Major                                            |
|                                                         | Office, Intensive                                       |
|                                                         | Hospital, Limited Care Facility                         |
|                                                         | Parking Area or Structure with four (4) or fewer spaces |
|                                                         | Parking Area or Structure with five (5) or more spaces  |
|                                                         | Food Truck Location <sup>10</sup>                       |
|                                                         | Public Transit Amenity Area <sup>11</sup>               |

**Conditionally Permitted Uses Removed**

| <b>LI</b>                                                | <b>GC</b>                                                    |
|----------------------------------------------------------|--------------------------------------------------------------|
| Raising, grazing of horses                               | Single Family Dwelling                                       |
| Bed and Breakfast Inn                                    | Duplex Dwelling                                              |
| Boarding House, Hostel                                   | Triplex Dwelling                                             |
| Hotel, Minor                                             | Timeshare Project and Conversion                             |
| Financial Institutions with Drive-Up Window <sup>5</sup> | Timeshare Sales Office, off-site within an enclosed Building |
| Retail and Service Commercial with Outdoor Storage       | Private Residence Club Project and Conversion <sup>8</sup>   |
| Retail and Service Commercial, Auto-Related              | Financial Institution with a Drive-up Window <sup>6</sup>    |
| Transportation Services                                  | Retail and Service Commercial with Outdoor Storage           |
| Retail Drive-Up Window <sup>5</sup>                      | Retail and Service Commercial, Auto Related                  |
| Service Station                                          | Transportation Service                                       |
| Restaurant, Outdoor Dining                               | Retail Drive-Up Window <sup>6</sup>                          |
| Restaurant, Drive-Up Window <sup>5</sup>                 | Service Station                                              |
| Light Industrial Manufacturing and Assembly Facility     | Restaurant and Cafe, Outdoor Dining <sup>7</sup>             |

|                                                        |                                                 |
|--------------------------------------------------------|-------------------------------------------------|
| Parking Area or Structure with five (5) or more spaces | Restaurant, Drive-up Window <sup>6</sup>        |
| Passenger Tramway Station and Ski Base Facility        | Sexually Oriented Businesses <sup>8</sup>       |
| Ski Tow Rope, Ski Lift, Ski Run, and Ski Bridge        | Hospital, General                               |
| Recreation Facility, Commercial                        | Light Industrial Manufacturing and Assembly     |
| Commercial Stables, Riding Academy                     | Passenger Tramway and Ski Base Facility         |
| Heliports                                              | Ski tow rope, ski lift, ski run, and ski bridge |
| Commercial Parking Lot or Structure                    | Commercial Parking Lot or Structure             |
| Household Pet, Boarding <sup>6</sup>                   | Recreation Facility, Commercial                 |
| Household Pet, Daycare <sup>6</sup>                    | Heliport                                        |
| Household Pet, Grooming <sup>6</sup>                   | Household Pet, Boarding <sup>7</sup>            |
| Commercial, Resort Support                             | Household Pet, Daycare <sup>7</sup>             |
|                                                        | Household Pet, Grooming <sup>7</sup>            |
|                                                        | Commercial, Resort Support                      |



## City Council Staff Report

**Subject: Irrigation Water Rates**

**Author: Clint McAfee**

**Department: Public Utilities**

**Date: April 24, 2025**

### Recommendation

Pursuant to a City Council request on March 27, 2025, the Public Utilities Team is working with the City Council Water Liaisons to develop and present alternatives to the structure and strategy behind our Irrigation water rates.

### Executive Summary

Several reports are linked below and contain detailed information on the process that resulted in significant changes to water rates in FY24:

- [April 7, 2022](#) (new business, p. 290)
- [July 28, 2022](#) (discussion items, p. 11)
- [February 16, 2023](#) (work session, p. 27)
- [April 4, 2023](#) (old business, p. 319)
- [May 11, 2023](#) (old business, p. 217)

Multiple Council discussions have occurred about Single-Family and Irrigation adjustments, linked below:

- [February 1, 2024](#) (work session, p.3)
- [April 4, 2024](#) (communications and disclosures from council and staff, p. 17)
- [May 23, 2024](#) (old business, p. 118)
- [June 6, 2024](#) (work session, p. 12)
- [March 27, 2025](#) (new business, item 2)

As a result, the City Council requested an Irrigation rate structure discussion to consider similar design parameters as the newly created Single-Family Alternative.

### Analysis

#### Existing Irrigation Rates

Irrigation water rates are shown in the table below and include three billing rates to accommodate properties with different needs. Irrigation customers are initially placed in billing rates based on their actual meter size. Per [PC Code § 13-1-1](#), customers can change to a different billing rate based on their water needs for their landscaping type and size.

For context, we have approximately 180 Irrigation accounts generating revenue totaling about \$2M per year. About 133 of the Irrigation customers are associated with Multi-

Family accounts, about 40 with Commercial accounts, and the remaining with Single Family accounts.

There are 30 HOA's and businesses with multiple Irrigation meters ranging from 2 meters to 10 meters for a single customer. Properties with multiple meters are usually larger and require more than one connection to the City's system to serve portions of their property that are separated by distance or a physical feature such as a roadway. Each Irrigation meter is associated with its own billing account and is charged a base fee and consumption fees even if there are multiple meters providing water to the same property or customer.

The size of properties served by Irrigation meters ranges from less than one acre to the largest property which is 18 acres and has 10 irrigation meters.

| Current FY 25 Irrigation Rates                             |          |          |           |
|------------------------------------------------------------|----------|----------|-----------|
|                                                            | 3/4"     | 1"       | 2"+       |
| <b>Base Rate*</b>                                          | \$166.02 | \$387.38 | \$923.09  |
| Volumetric Tier Definitions<br>(Price per Thousand Gallon) |          |          |           |
| <b>Tier 1</b><br>\$12.26                                   | 0 - 10   | 0 - 30   | 0 - 110   |
| <b>Tier 2</b><br>\$17.28                                   | 10 - 30  | 30 - 90  | 110 - 150 |
| <b>Tier 3</b><br>\$24.14                                   | 30 - 90  | 90 - 200 | 150 - 600 |
| <b>Tier 4</b><br>\$36.21                                   | > 90     | > 200    | > 600     |

\*Base Rate only charged if water is used during the billing period

### Alternative Irrigation Rates

We are currently working with the water liaisons on alternatives to the existing Irrigation water rate structure.

The alternative below represents the work completed so far and is provided to illustrate a rate structure based on property size and irrigated area. The concept alternative consists of three Irrigation rate plans based on different lot sizes and irrigated area per meter, and customers would be assigned a plan corresponding to their lot size or irrigated area. For properties with multiple irrigation meters, irrigated area is based on the irrigated area for each meter. For example, if a 5-acre property has two meters, and one meter provides 80% of the water to that property, it would be assigned an irrigated area of 4 acres (80% of 5 acres) and placed in the large plan while the other meter would be assigned an irrigated area of 1 acre (20% of 5 acres) and placed in the small rate plan. Using this method of calculating irrigated area, the maximum irrigated area for one existing meter is about six acres.



| Alternative FY 26 Irrigation Rates                         |                     |                      |                   |
|------------------------------------------------------------|---------------------|----------------------|-------------------|
|                                                            | Small<br>0 – 1 acre | Medium<br>1 - 3 acre | Large<br>> 3 acre |
| <b>Base Rate*</b>                                          | \$235.00            | \$235.00             | \$235.00          |
| Volumetric Tier Definitions<br>(Price per Thousand Gallon) |                     |                      |                   |
| <b>Tier 1</b><br>\$10.00                                   | 0 - 25              | 0 - 50               | 0 - 75            |
| <b>Tier 2</b><br>\$20.00                                   | 25 - 60             | 50 - 200             | 75 - 300          |
| <b>Tier 3</b><br>\$40.00                                   | 60 - 100            | 200 - 300            | 300 - 500         |
| <b>Tier 4</b><br>\$75.00                                   | > 100               | > 300                | > 500             |

\*Base Rate charged May – October, or alternatively could be charged year round.

Similar to the approach taken with Single Family Residential water rates, historical summer water usage for each lot size and irrigated area range shown in the table below was used as a guideline to set the volume for each consumption tier with the goal of decreasing annual costs for all customers using less than the 90<sup>th</sup> percentile volume per month during the summer.

| Rate Plan | Lot Size (acres) | Percent of Irrigation Customers | Percentile Summer Use<br>(1,000 gallons per month) |      |      |
|-----------|------------------|---------------------------------|----------------------------------------------------|------|------|
|           |                  |                                 | 50th                                               | 75th | 90th |
| Small     | < 1              | 51%                             | 34                                                 | 75   | 110  |
| Medium    | 1 - 3            | 34%                             | 116                                                | 233  | 298  |
| Large     | > 3              | 16%                             | 216                                                | 375  | 495  |

This Alternative would reduce annual revenue by about \$200k compared to the existing rate structure which would need to be offset with expense reductions and/or an alternative revenue source.

An additional alternative is being developed that would aggregate water use through multiple meters serving one property to a single billing rate. For example, if a 5-acre property has two meters, water usage from both meters would be added together and billed as if there was only a single meter providing water the entire 5 acres.

## **Exhibits**

Exhibit A – Customer Impacts from concept alternative

### Exhibit A - Change in Annual Cost

| Summer water use<br>(gallons per month) | Existing 0.75" moving to: |        |                                | Existing 1" moving to: |        |       | Existing 1.5" & 2" moving to: |        |       |
|-----------------------------------------|---------------------------|--------|--------------------------------|------------------------|--------|-------|-------------------------------|--------|-------|
|                                         | Small                     | Medium | Large                          | Small                  | Medium | Large | Small                         | Medium | Large |
| 25,000                                  | 1%                        | 1%     | No 0.75"<br>moving to<br>Large | -30%                   | -30%   | -30%  | -66%                          | -66%   | -66%  |
| 50,000                                  | -6%                       | -21%   |                                | -17%                   | -31%   | -31%  | -51%                          | -59%   | -59%  |
| 75,000                                  | 0%                        | -25%   |                                | 0%                     | -25%   | -33%  | -31%                          | -48%   | -54%  |
| 100,000                                 | 4%                        | -27%   |                                | 14%                    | -20%   | -29%  | -11%                          | -38%   | -45%  |
| 200,000                                 | 54%                       | -35%   |                                | 98%                    | -17%   | -23%  | 93%                           | -19%   | -25%  |
| 300,000                                 | 72%                       | -26%   |                                | 112%                   | -9%    | -29%  | 135%                          | 1%     | -21%  |
| 400,000                                 | 81%                       | -2%    |                                | 113%                   | 15%    | -22%  | 154%                          | 37%    | -7%   |
| 500,000                                 | 86%                       | 12%    |                                | 112%                   | 28%    | -19%  | 165%                          | 60%    | 1%    |
| 600,000                                 | 89%                       | 28%    |                                | 111%                   | 42%    | -14%  | 174%                          | 85%    | 12%   |
| 700,000                                 | 92%                       | 38%    |                                | 111%                   | 52%    | 0%    | 168%                          | 93%    | 27%   |
| 800,000                                 | 94%                       | 46%    |                                | 111%                   | 59%    | 9%    | 164%                          | 99%    | 37%   |

| Summer water use<br>(gallons per month) | Small    | Medium   | Large     | Small    | Medium   | Large    | Small     | Medium   | Large    |
|-----------------------------------------|----------|----------|-----------|----------|----------|----------|-----------|----------|----------|
|                                         | Small    | Medium   | Large     | Small    | Medium   | Large    | Small     | Medium   | Large    |
| 25,000                                  | \$19     | \$19     | \$19      | -\$989   | -\$989   | -\$989   | -\$4,325  | -\$4,325 | -\$4,325 |
| 50,000                                  | -\$253   | -\$853   | -\$853    | -\$785   | -\$1,385 | -\$1,385 | -\$3,919  | -\$4,519 | -\$4,519 |
| 75,000                                  | -\$24    | -\$1,524 | -\$2,024  | \$19     | -\$1,482 | -\$1,982 | -\$2,714  | -\$4,214 | -\$4,714 |
| 100,000                                 | \$365    | -\$2,235 | -\$2,935  | \$1,085  | -\$1,515 | -\$2,215 | -\$1,108  | -\$3,708 | -\$4,408 |
| 200,000                                 | \$10,627 | -\$6,923 | -\$7,923  | \$15,015 | -\$2,535 | -\$3,535 | \$14,573  | -\$2,977 | -\$3,977 |
| 300,000                                 | \$22,921 | -\$8,329 | -\$13,429 | \$28,919 | -\$2,331 | -\$7,431 | \$31,403  | \$153    | -\$4,947 |
| 400,000                                 | \$35,615 | -\$1,035 | -\$14,885 | \$42,258 | \$5,608  | -\$8,242 | \$48,222  | \$11,572 | -\$2,278 |
| 500,000                                 | \$48,188 | \$6,938  | -\$16,312 | \$55,045 | \$13,795 | -\$9,455 | \$65,041  | \$23,791 | \$541    |
| 600,000                                 | \$61,390 | \$18,990 | -\$15,460 | \$68,514 | \$26,114 | -\$8,336 | \$82,560  | \$40,160 | \$5,710  |
| 700,000                                 | \$74,558 | \$31,008 | -\$7,642  | \$81,958 | \$38,408 | -\$242   | \$97,614  | \$54,064 | \$15,414 |
| 800,000                                 | \$87,726 | \$43,026 | \$176     | \$95,402 | \$50,702 | \$7,852  | \$112,600 | \$67,900 | \$25,050 |



## City Council Staff Report

**Subject:** Flagstaff Mountain Development Agreement Modification  
**Author:** Alec Barton, Senior Planner  
**Department:** Planning  
**Date:** April 24, 2025

### Recommendation

- (I) Consider the Planning Commission's positive recommendation to the City Council for consideration to approve an amendment to the Flagstaff Mountain Development Agreement for the potential development of seven residential units, subject to conditions of approval.
- (II) Consider the Planning Commission's separate motion for the City Council to further consider:
  - a. Including Twisted Branch Road as part of the proposed land transfer between Redus and the City, either as an outright transfer or via an option where the City takes control of the road at a future date.
  - b. That the Commission is ready to continue to work with the City Council if further consideration of Twisted Branch Road is requested, including in a joint meeting.
- (III) Open a public hearing.
- (IV) Consider approving Ordinance No. 2025-05 to modify the Flagstaff Mountain Development Agreement for the construction of seven residential units.

### Executive Summary

On June 24, 1999, the City Council adopted Resolution No. 20-99 authorizing the Flagstaff Mountain Development Agreement and Ordinance No. 99-30 annexing the 1,750-acre Flagstaff Mountain into Park City (Exhibit B). (The Flagstaff area is now known as Empire Pass.)

The Development Agreement was entered into by United Park City Mines ("UPCM"), Deer Valley Resort Company ("Deer Valley"), and Park City Municipal Corporation ("the City") and was recorded with Summit County on July 26, 1999 (Recorder Entry No. 544835; Exhibit C). Redus is successor-in-title to property previously owned by UPCM.

On February 1, 2007, the City Council adopted Ordinance No. 07-10 approving amendments to the Development Agreement (Exhibit D).

The Applicant seeks to further amend the Development Agreement to construct seven residential units on two sites within development pods zoned Residential Development – Master Planned Development:

| Property                                                          | Ownership     | Zoning | Proposed Density                |
|-------------------------------------------------------------------|---------------|--------|---------------------------------|
| "R-5 Parcel"<br>PCA-S-98-SD-5<br>PCA-S-98-BB                      | Redus         | RD-MPD | A four-unit Multi-Unit Dwelling |
| "Water Tank Parcel"<br>PCA-S-98-SD-1-A<br>PCA-S-98-II-X (portion) | Redus<br>PCMC | RD-MPD | Three Single-Family Dwellings   |



Figure 1: "R-5 Parcel" outlined in blue.





Figure 2: The Water Tank Parcel highlighted in blue. Portions of this area are proposed to be subdivided into a lot for the City Water Tank and lots for three SFDs.

For the requested increase in density, the Applicant proposes:

- The transfer approximately 310 acres to the City, most of which is zoned Recreation and Open Space with portions zoned for potential development:
  - **Old Town:** ~8 acres (Parcel PC-S-46-D-850-1) and acreage within Daly Canyon zoned Estate and Historic Residential – 1.
  - **Lower Deer Valley:** ~1.5 acres zoned Residential Development (PCA-S-46-A) and ~5 acres partially zoned Residential Development and Estate (PCA-S-98 on the border of Hidden Oaks Subdivision and Park City Heights Open Space).
- The transfer of the Empire Pass, Mid-Mountain, and Daly trailheads to the City.
- The transfer of water interests and rights that Redus owns or could acquire, including the Right of First Refusal for water draining from the Spiro Tunnel owned by Salt Lake Corporation.

On January 16, 2025, the City Council authorized the Mayor to enter into a non-binding Letter of Intent authorizing Redus to commence necessary applications for a Development Agreement amendment (Packet [Item VIII.1](#); Minutes, [p. 4](#)).

## Analysis

### **(I) Modifications to the Flagstaff Mountain Development Agreement require a recommendation from the Planning Commission and approval by the City Council.**

On March 26, 2025, the Planning Commission voted 4 to 2 to forward a positive recommendation for consideration to approve an amendment to the Flagstaff Mountain Development Agreement for the potential development of seven residential units, subject to the following conditions of approval:

- Pursuant to the amended Development Agreement, Redus or its successors-in-title must pay an in-lieu affordable housing fee in an amount required by Resolution No. 05-2021 *Affordable Housing Guidelines*.
- The Applicant agrees to an open space maintenance transfer fee and additional historic preservation funds through an amendment to the March 16, 2020, Historic Preservation Memorandum of Understanding where Empire Pass Master Owners Association (EPMOA) and Redus would allow EPMOA to retain funds to spend on City-approved historic preservation projects.
- The Applicant transfers ownership (or an access easement if historic sites are carved out for environmental purposes) for historic mining structures, including the Judge Tunnel/Alliance Mine Complex (Judge Mining and Smelting Office, Caretaker's Cabin, Change Room/Timber Saw, Power House).

If the City Council approves the Development Agreement amendment, the Applicant will be required to apply to the Planning Commission for subdivision review and approval for the R-5 Parcel and Water Tank Parcel. The Applicant's subdivision proposals must comply with the Land Management Code. In addition, Multi-Unit Dwellings in the RD Zoning District are a Conditional Use when approved as part of a Master Planned Development, so the Applicant will be required to submit a Conditional Use Permit application for Planning Commission review and approval for the development proposed for the R-5 Parcel.

### **(II) The Planning Commission adopted a separate motion recommending the City Council further consider including Twisted Branch Road as part of the proposed land transfer between Redus and the City.**

In a separate motion, the Commission, with one abstention, recommended the Council (a) further consider including Twisted Branch Road as part of the proposed land transfer between Redus and the City, either as an outright transfer or via an option where the City takes control of the road in the future, and (b) consider working with the Commission, including in a joint meeting, if further consideration is required (Packet, [Item 5.G.](#); Minutes, [p. 44](#)).

Twisted Branch Road is a private road owned by Redus with gate-restricted private access. The 2007 Amended and Restated Development Agreement anticipated the potential conversion of Twisted Branch Road to a public thoroughfare:



**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.

- 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.

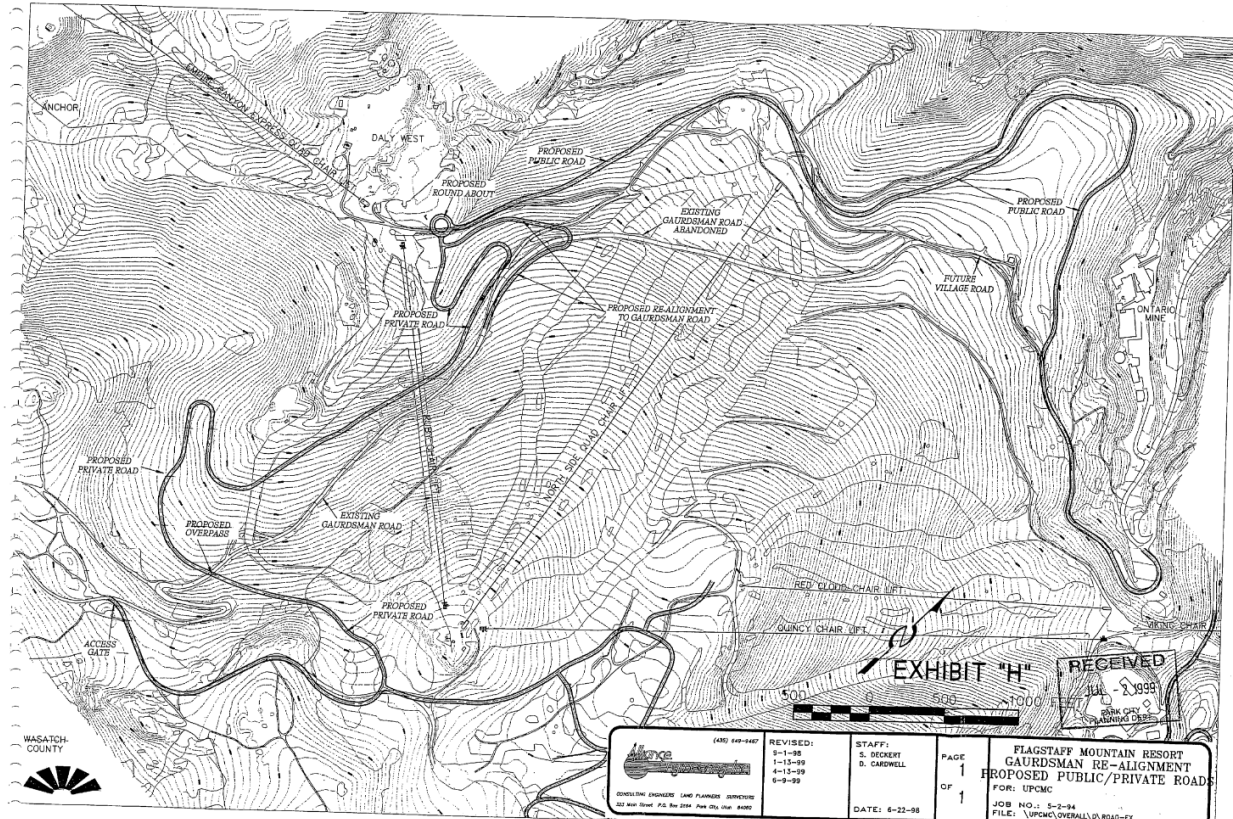


Figure 3: 1999 Development Agreement Exhibit H

Redus retains ownership of Twisted Branch Road and is involved in ongoing discussions with the City and Utah Department of Transportation.

Council options:

1. Open a public hearing, and consider approval of an amendment to the Flagstaff Mountain Development Agreement for the potential development of seven residential units, subject to conditions of approval.
2. During the Council's consideration of the Exchange Agreement with Redus, discuss next steps regarding Twisted Branch Road. Direct staff whether to facilitate a future joint work session with the Planning Commission.

## Exhibits

- A: Draft Ordinance 2025-05  
Attachment 1: Proposed Redus Development Agreement Amendment
- B: Ordinance No. 99-30 Annexing Flagstaff Mountain
- C: 1999 Development Agreement
- D: Ordinance No. 07-10 Approving Development Agreement Amendment
- E: 2007 Amended and Restated Development Agreement

**ORDINANCE NO. 2025-05**

**AN ORDINANCE APPROVING AMENDMENTS TO THE FLAGSTAFF MOUNTAIN DEVELOPMENT AGREEMENT, PARK CITY, UTAH.**

WHEREAS, on June 24, 1999, the City Council adopted Resolution No. 20-99 authorizing the Flagstaff Mountain Development Agreement and Ordinance No. 99-30 annexing the 1,750-acre Flagstaff Mountain into Park City;

WHEREAS, the Development Agreement was entered into by United Park City Mines, Deer Valley Resort Company, and Park City Municipal Corporation;

WHEREAS, Redus is successor-in-title to property previously owned by United Park City Mines;

WHEREAS, on February 1, 2007, the City Council adopted Ordinance No. 07-10 approving amendments to the Development Agreement;

WHEREAS, the Applicant seeks to further amend the Development Agreement to construct seven residential units on two sites within development pods zoned Residential Development – Master Planned Development;

WHEREAS, for the requested increase in density, the Applicant proposes the transfer of approximately 310 acres to the City, including the Empire Pass, Mid-Mountain, and Daly trailheads, and the transfer of water interests and rights that Redus owns or could acquire;

WHEREAS, on January 16, 2025, the City Council authorized the Mayor to enter into a non-binding Letter of Intent authorizing Redus to commence necessary applications for a Development Agreement amendment;

WHEREAS, on March 26, 2025, the Planning Commission forwarded a positive recommendation to the City Council for consideration to approve an amendment to the Flagstaff Mountain Development Agreement for the potential development of seven residential units, subject to conditions of approval;

WHEREAS, on April 24, 2025, the City Council conducted a duly noticed public hearing and considered the amendments to the Development Agreement;

WHEREAS, the City Council finds the amendments to the Development Agreement are consistent with the Park City General Plan and Land Management Code;

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

SECTION 1. APPROVAL. The above recitals are hereby incorporated as Findings of Fact. The Amended Flagstaff Mountain Development Agreement is approved subject to the following Findings of Fact, Conclusions of Law, and Conditions of Approval:

Findings of Fact

1. On June 24, 1999, the City Council adopted Resolution No. 20-99 authorizing the Flagstaff Mountain Development Agreement and Ordinance No. 99-30 annexing the 1,750-acre Flagstaff Mountain into Park City.
2. The Development Agreement was entered into by United Park City Mines, Deer Valley Resort Company, and Park City Municipal Corporation.
3. Redus is a successor-in-title to property previously owned by United Park City Mines.
4. On February 1, 2007, the City Council adopted Ordinance No. 07-10 approving amendments to the Development Agreement.
5. The Applicant seeks to further amend the Development Agreement to construct seven residential units on two sites within development pods zoned Residential Development – Master Planned Development.
6. For the requested increase in density, the Applicant proposes the transfer of approximately 310 acres to the City, including the Empire Pass, Mid-Mountain, and Daly trailheads, and the transfer of water interests and rights that Redus owns or could acquire.
7. The City's acquisition of parcels from Redus represents an opportunity to gain control of about 310 acres of prime recreation land.
8. Ownership allows Park City to control access to key trail connections and to better integrate the areas within the existing biking and hiking trail network.
9. On January 16, 2025, the City Council authorized the Mayor to enter into a non-binding Letter of Intent authorizing Redus to commence necessary applications for a Development Agreement amendment.
10. On March 26, 2025, the Planning Commission forwarded a positive recommendation to the City Council for consideration to approve an amendment to the Flagstaff Mountain Development Agreement for the potential development of seven residential units, subject to conditions of approval.
11. On April 24, 2025, the City Council conducted a duly noticed public hearing and considered the amendments to the Development Agreement.
12. The City Council finds the amendments to the Development Agreement are consistent with the Park City General Plan and Land Management Code.
13. Seeking and securing the proposed land use approvals is the sole responsibility of Redus and is a condition of Park City closing on the property acquisition. Nothing in this approval impacts the Planning Commission's review of any future application in accordance with applicable Land Management Code standards.

### Conclusions of Law

1. The amendments to the Flagstaff Mountain Development Agreement, as conditioned, are consistent with the Park City General Plan and the Land Management Code.
2. Approval of the amendments to the Flagstaff Mountain Development Agreement, as conditioned, does not adversely affect the health, safety, and welfare of the citizens of Park City.

### Conditions of Approval

1. Pursuant to the amended Development Agreement, Redus or its successors-in-title must pay an in-lieu affordable housing fee in an amount required by Resolution No. 05-2021 *Affordable Housing Guidelines*.
2. The Applicant agrees to an open space maintenance transfer fee and additional historic preservation funds through an amendment to the March 16, 2020 Historic Preservation Memorandum of Understanding where Empire Pass Master Owners Association (EPMOA) and Redus would allow EPMOA to retain funds to spend on City-approved historic preservation projects.
3. The Applicant transfers ownership or an access easement for historic mining structures, including the Judge Tunnel/Alliance Mine Complex (Judge Mining and Smelting Office, Caretaker's Cabin, Change Room/Timber Saw, Power House).
4. The Flagstaff Mountain Development Agreement shall be substantially the same as Attachment 1, in a form approved by the City Attorney, and fully executed and recorded with the Summit County Recorder's Office.
5. The Applicant shall receive required land use approvals, including subdivisions for residential Lots and a Conditional Use Permit for the proposed multi-unit dwellings, prior to application for or receipt of any building permit.

SECTION 2. EFFECTIVE DATE. This Ordinance shall be effective upon publication, and the execution of the Amended Flagstaff Mountain Development Agreement shall be effective upon recordation of the Development Agreement with Summit County.

PASSED AND ADOPTED this 24th day of April 2025.

PARK CITY MUNICIPAL CORPORATION

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Nann Worel, MAYOR

ATTEST:

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Michelle Kellogg, CITY RECORDER

APPROVED AS TO FORM:

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City Attorney's Office

Attachment 1: Amended Flagstaff Mountain Development Agreement



Budge  
When Recorded, Return to:

Park City Municipal Corporation  
Attn: City Recorder  
PO Box 1480  
Park City, Utah 84060

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Parcel Nos. PCA-S-98-SD-5; PCA-S-98-SD-1-A; VEPWS-16; VEMP-1-5;  
a portion of PCA-S-98-SD-1; and a portion of PCA-S-98-II-X

**FIRST AMENDMENT  
TO THE  
AMENDED AND RESTATED DEVELOPMENT AGREEMENT**

This FIRST AMENDMENT TO THE AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR FLAGSTAFF MOUNTAIN, BONANZA FLATS, RICHARDSON FLATS, THE 20-ACRE QUINN'S JUNCTION PARCEL AND IRON MOUNTAIN (this "**First Amendment**") is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2025 (the "**Amendment Date**"), by and among PARK CITY MUNICIPAL CORPORATION, a political subdivision in the state of Utah ("**City**"), REDUS PARK CITY LLC, a Delaware limited liability company ("**REDUS**"), and EMPIRE PASS MASTER OWNERS ASSOCIATION, INC., a Utah non-profit corporation ("**EPMOA**"). REDUS, City, and EPMOA are sometimes collectively referred to herein as the "**Parties**" or individually as a "**Party**".

**RECITALS**

A. United Park City Mines Company, a Delaware corporation ("**UPCM**"), Deer Valley Resort Company, a Utah limited partnership ("**Deer Valley**"), and City entered into that certain Development Agreement for Flagstaff Mountain, Bonanza Flats, Richardson Flats, the 20-Acre Quinn's Junction Parcel and Iron Mountain, dated June 24, 1999 and recorded with the Summit County Recorder on July 26, 1999 as Entry No. 00544835, as restated by that certain Amended and Restated Development Agreement for Flagstaff Mountain, Bonanza Flats, Richardson Flats, the 20-Acre Quinn's Junction Parcel and Iron Mountain, dated March 2, 2007 and recorded with the Summit County Recorder on March 2, 2007 as Entry No. 806100 (the "**Development Agreement**"). The Development Agreement pertains to real property more particularly described in the Development Agreement, including real property which is or has been developed for residential, recreational, and commercial real estate uses (collectively, the "**Project**").

B. REDUS and EPMOA are successors-in-title to certain real property within the Project formerly owned by UPCM.

C. EPMOA maintains certain road improvements within the Project and desires to become the owner of a portion of real property within the Project, adjacent to Twisted Branch Road, which real property is approximately depicted on **Exhibit E** attached hereto (the “**Salt Shed Parcel**”). The Salt Shed Parcel is currently used by EPMOA as a salt shed.

D. The Parties desire to amend the Development Agreement as more particularly set forth herein below.

### **AGREEMENT**

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Incorporation/Interpretation.** All of the terms of the Development Agreement are incorporated into this First Amendment, except as revised below. In the event of a conflict between the Development Agreement and this First Amendment, this First Amendment shall control. Capitalized terms used in this First Amendment, and not otherwise defined herein, shall have the same meaning given in the Development Agreement. The terms of the Development Agreement, as amended by this First Amendment, shall apply to the Additional Property and the Salt Shed Parcel. The Parties acknowledge the truth and accuracy of the above recitals and incorporate the same herein by this reference.

2. **Subject Property.** This First Amendment shall apply to the following:

- a. **Additional Property Definition.** The real property known and referred to as “R-5” is more particularly described on **Exhibit A-1** and depicted on **Exhibit A-2**, and the real property known and referred to as the “Water Tank Parcel” is more particularly described on **Exhibit B-1** and depicted on **Exhibit B-2**. R-5 and Water Tank Parcel are referred to herein collectively as the “**Additional Property**”. R-5 is owned solely by REDUS, and a portion of the Water Tank Parcel is owned by REDUS and another portion of the Water Tank Parcel is owned by City, as identified on **Exhibit B-1** and **Exhibit B-2**.
- b. **Other Property.** The parcels defined herein as the Salt Shed Parcel, depicted on **Exhibit E**, and the MOA Property described on **Exhibit D**.

3. **Development Parameters – Additional Property.** The Development Agreement is amended to include the following new section:

2.2.2 **Additional Property.** The Additional Property is located within the Residential Development (RD) zoning district. The Additional Property may develop in accordance with the requirements and restrictions set forth in Park City Land Management Code 15-2.13, the Development Agreement, other

applicable City codes, and the following additional terms approved by this First Amendment:

2.2.2.1 **Density.** The Additional Property is entitled with fifteen (15) Unit Equivalents to be configured in no more than seven (7) dwelling units as follows:

- (a) R-5 may be developed as a multi-unit condominium building containing four (4) dwelling units; and
- (b) Water Tank Parcel may be developed with up to three (3) detached single-family dwellings.

2.2.2.2 **Development Parameters.** In developing the units entitled in Section 2.2.2.1, the following restrictions apply:

- (a) One (1) Unit Equivalent shall be required for each 2,000 square feet located within each condominium unit in the multi-unit dwelling on the R-5 parcel. The four (4) condominium units on R-5 must be built as part of a single building and the saleable square footage for all four (4) condominium units shall not exceed twenty-four thousand (24,000) square feet; and
- (b) One (1) Unit Equivalent shall be required for each single-family dwelling on the Water Tank Parcel, regardless of size, provided that each single-family dwelling may not exceed eight thousand (8,000) square feet Floor Area, Gross Residential (as defined in the Park City Land Management Code (“LMC”)) and no floor shall be allowed below the Basement (as defined in the LMC).

2.2.2.3. **Subdivision Plats and CUP applications.** Attached as **Exhibit C** is a concept plan for the subdivision plats for R-5 and the Water Tank Parcel. Within sixty (60) days of execution of this First Amendment, REDUS shall submit two subdivision applications for the Additional Property, which subdivision applications will constitute amendments to the small scale MPDs. The subdivision application for R-5 will also amend the POD A small scale MPD and the subdivision application for the Water Tank Parcel will also amend the POD B2 small scale MPD. Each subdivision plat will describe the building area and the applicable plat notes for each use. The amendment to the existing small scale MPD for POD A will describe the volumetrics for the multi-family use on R-5, which will be referenced in the subdivision plat for R-5. The amendment to the small scale MPD for B2 will confirm the

ERUs allocated to the three (3) proposed to-be-created single-family lots on the Water Tank Parcel. The subdivision plat for R-5 shall contain a plat note confirming that a subsequent Conditional Use Permit shall be submitted in advance of building the multi-family dwellings approved for R-5, but not as part of obtaining the initial R-5 subdivision plat (and associated small scale MPD amendment) contemplated herein.

2.2.2.5 **Affordable Housing.** REDUS, or its successors-in-title, shall pay an in-lieu affordable housing fee of \$[\_\_\_\_\_], which fee shall satisfy any affordable housing requirements imposed upon the Additional Property by the Development Agreement or otherwise. Fifty percent (50%) of the in-lieu fee described in this subsection shall be paid at the time of issuance of a building permit for the building on R-5 and the other fifty percent (50%) shall be paid at the closing of the first lot sale of the three (3) lots sold proposed for the Water Tank Parcel, which lot sale occurs subsequent to the installation of the road improvements for access to such lots on the Water Tank Parcel. At no point will the fifty percent of the in-lieu fee to be paid under the preceding sentence will remain outstanding at the time that any building permit is obtained for a dwelling on any of the three (3) lots on the Water Tank Parcel.

4. Design of Additional Property. EPMOA finds the proposed development of the Additional Property compatible with the surrounding community and has previously accepted the annexation of these parcels to be subject to the EPMOA. REDUS shall cause the Additional Property to be subject to the “Governing Documents” of EPMOA, including, but not limited to, the “Design Guidelines” established by the EPMOA. In accordance with the Design Guidelines, the single-family development on the Water Tank Parcel shall be required to obtain approval by the EPMOA design review board ensuring compliance with such Design Guidelines. The multi-family dwelling development on R-5 must be compatible with the surrounding development, reviewed and approved by the EPMOA Design Review Board in accordance with the Design Guidelines, and established through a Conditional Use Permit to be applied for by the owner of R-5 and determined by City’s Planning Commission acting as the land use authority.

5. Existing Water Requirements and Impact Fees. Section 2.10.1 of the Development Agreement sets forth various obligations relative to development of water sources, the use of water rights, and the payment of impact fees. The Parties hereby agree that water rights described therein, or any claim thereto, including the Group II Rights, have been (or will be) transferred to City by separate written agreement, and that no impact fees, as described in Section 2.10.1.6 or Section 4.1, shall be assessed for the development entitled by Section 2.2.2.1 herein. REDUS, for itself and its predecessors-in-title, releases all claims against City for repayment of any impact fees collected during development of Flagstaff Mountain as contemplated by Section 2.10.1.4 of the Development Agreement.

6. EPMOA.

a. As the Additional Property is subject to the EPMOA, the EPMOA shall receive additional fee revenue from the Additional Property with negligible increase in operating costs. Each unit on the Additional Property shall be subject to the "Open Space/Transit Management Fee" required by Section 3.2 of the Development Agreement for transfers after the first retail sale of such unit. In addition to the existing Open Space/Transit Management Fee, REDUS and/or EPMOA shall cause to be imposed against the Additional Property a reinvestment fee or other fee covenant that runs with the land, which shall assess a one-half percent (0.5%) fee on the gross sales price of the seven (7) dwelling units created from the Additional Property, for the benefit of City to further assist in funding City's open space maintenance fund. The initial sales of the Additional Property in a platted undeveloped or unimproved state shall not be subject to the Open Space/Transit Management Fee or other reinvestment fee or other fee covenant created by this First Amendment.

b. Prior to the Amendment Date, REDUS (or its predecessors) conveyed (or caused to be conveyed) to EPMOA real property within the Project, which real property is more particularly described on **Exhibit D** attached hereto (the "**MOA Property**"). EPMOA acknowledges and agrees that the MOA Property is not and shall not be developable.

c. Immediately following the recording of this First Amendment, REDUS will convey the Salt Shed Parcel to EPMOA. The Salt Shed Parcel shall only be used by EPMOA in furtherance to it maintaining roads in or near the Project. City and EPMOA acknowledge and agree that on the Salt Shed Parcel the current structure would be a legal, non-complying structure under current setback requirements. EPMOA shall be permitted to continue to utilize, maintain, and repair the legally noncomplying structure; provided, however, that any replacement thereof shall be required to meet the then-applicable zoning requirements.

7. Contributions to Historic Preservation Fund. Promptly following the Amendment Date, City and EPMOA shall, using good faith and diligent efforts, cause to be amended that certain Memorandum of Agreement, dated March 16, 2020 (the "**MOU**"), to provide for additional payments and/or contributions to that certain EPMOA "segregated Historic Preservation Fund" (as referenced and defined in the MOU, the "**Fund**") and related provisions, as follows:

a. From the closings of one (1) or more lot or unit sales from the development of the Additional Property (as applicable): (i) EPMOA shall make (or cause to be made) one (1) or more contributions in the total amount of One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00) to the Fund (the "**EPMOA Contribution**"), and (ii) REDUS shall make (or cause to be made) one (1) or more contributions in the total amount of Fifty Thousand and 00/100 Dollars (\$50,000.00) to the Fund (the "**Additional Developer Contribution**");

b. Contemporaneously with the remittance of each portion of the EPMOA Contribution and Additional Developer Contribution, City shall make (or cause to be made) a matching contribution in the same amount of such EPMOA Contribution and Additional Developer Contribution for a total contribution of Two Hundred Thousand and 00/100 Dollars (\$200,000.00) (the "**Matching Contribution**" and with the EPMOA Contribution and Additional Developer Contribution, the "**Total Contribution**"); and

c. The Total Contribution to the Fund shall be utilized to fund the repairs, rehabilitation, and preservation of that certain Alliance Mine building complex, which complex shall be more particularly described and included as part of the "Sites" in the amended MOU, and such other "Sites" as may be agreed to by City and EPMOA.

8. Recordation. All Parties to this First Amendment understand and agree that this First Amendment shall be recorded with the Summit County Recorder's Office.

9. Successors and Assigns. The terms of this First Amendment shall be binding upon and shall inure to the benefit of the Parties hereto, and the successors-in-title to the property described herein.

10. Ratification; Effectiveness. The Development Agreement, as amended by this First Amendment, shall remain in full force and effect. On or after the effective date of this First Amendment, each reference in the Development Agreement to "this Agreement," "hereunder," "hereof," "herein," or words of like import shall mean and be a reference to the Development Agreement as amended by this First Amendment.

11. Counterpart Execution. This First Amendment may be executed in one or more counterparts, each of which, when taken together, shall constitute the original. Signature and acknowledgement pages may be detached from individual counterparts and attached to a single or multiple original(s) in order to form a single or multiple original(s) of this document. Electronic and scanned signature pages will be acceptable and shall be conclusive evidence of execution.

*[Remainder of Page Intentionally Blank]*



IN WITNESS WHEREFOR, the Parties have executed this First Amendment on the date first above written.

**CITY:**

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

ATTEST:

By: \_\_\_\_\_  
Name: Nann Worel  
Its: Mayor

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

STATE OF UTAH                    )  
                                          : ss.  
County of Summit                )

On the \_\_\_\_ of \_\_\_\_\_, 2025, personally appeared before me Nann Worel and Michelle Kellogg, who being by me duly sworn, did say that they are the Mayor and City Recorder respectively of PARK CITY MUNICIPAL CORPORATION, a political subdivision in the state of Utah, and that the said instrument was signed in behalf of said corporation by authority of a resolution of the City Council, and the aforesaid officers acknowledged to me that said corporation executed the same.

\_\_\_\_\_  
Notary Public



**REDUS:**

REDUS PARK CITY LLC,  
a Delaware limited liability company

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

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

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

STATE OF UTAH                    )  
                                              : ss.  
County of Summit                )

On the \_\_\_\_ day of \_\_\_\_\_, 2025, personally appeared before me, \_\_\_\_\_, who being by me duly sworn did acknowledge that he is the \_\_\_\_\_ of REDUS PARK CITY LLC, a Delaware limited liability company, and that he had signed the within and foregoing instrument on behalf of such corporation in such capacity.

\_\_\_\_\_  
Notary Public

**EPMOA:**

EMPIRE PASS MASTER OWNERS  
ASSOCIATION, INC.,  
a Utah non-profit corporation,

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF UTAH                    )  
                                          : ss.  
County of Summit                )

On the \_\_\_\_ day of \_\_\_\_\_, 2025, personally appeared before me, \_\_\_\_\_, who being by me duly sworn did acknowledge that he is the \_\_\_\_\_ of EMPIRE PASS MASTER OWNERS ASSOCIATION, INC., a Utah non-profit corporation, and that he had signed the within and foregoing instrument on behalf of such corporation in such capacity.

\_\_\_\_\_  
Notary Public

## **EXHIBIT A-1**

### **LEGAL DESCRIPTION OF R-5 PARCEL**

The R-5 parcel is two (2) parcels located in Summit County, State of Utah and are more particularly described as follows:

#### **Tax Parcel No. PCA-S-98-SD-5:**

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 21 AND THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN. BEGINNING AT A POINT THAT IS SOUTH 88°09'24" WEST 349.26 FEET COINCIDENT WITH THE SECTION LINE AND NORTH 386.45 FEET FROM THE NORTH QUARTER CORNER OF SECTION 28, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT ALSO BEING ON THE WESTERLY BOUNDARY OF MARSAC AVENUE RIGHT OF WAY, RECORDED JUNE 28, 2002, AS ENTRY NO. 623451 IN THE OFFICE OF THE SUMMIT COUNTY RECORDER AND ON A CURVE TO THE LEFT HAVING A RADIUS OF 168.63 FEET, OF WHICH THE RADIUS POINT BEARS SOUTH 52°36'24" EAST; AND RUNNING THENCE COINCIDENT WITH THE WESTERLY BOUNDARY OF SAID MARSAC AVENUE THE FOLLOWING FOUR (4) COURSES: 1) SOUTHERLY ALONG THE ARC OF SAID CURVE 101.89 FEET THROUGH A CENTRAL ANGLE OF 34°37'05" TO A POINT OF COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 325.00 FEET, OF WHICH THE RADIUS POINT BEARS SOUTH 87°13'28" EAST; THENCE 2) SOUTHERLY ALONG THE ARC OF SAID CURVE 76.37 FEET THROUGH A CENTRAL ANGLE OF 13°27'50" TO A POINT OF REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 575.58 FEET, OF WHICH THE RADIUS POINT BEARS SOUTH 79°18'42" WEST; THENCE 3) SOUTHERLY ALONG THE ARC OF SAID CURVE 119.80 FEET THROUGH A CENTRAL ANGLE OF 11°52'33" TO A POINT OF COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 725.00 FEET, OF WHICH THE RADIUS POINT BEARS NORTH 88°48'45" WEST; THENCE 4) SOUTHERLY ALONG THE ARC OF SAID CURVE 160.59 FEET THROUGH A CENTRAL ANGLE OF 12°41'28"; THENCE NORTH 80°09'00" WEST 28.03 FEET TO A POINT ON THE BOUNDARY OF THE CONSERVATION EASEMENT WEST PARCEL, RECORDED JANUARY 7, 2003, AS ENTRY NO 643790; THENCE COINCIDENT WITH SAID CONSERVATION EASEMENT WEST PARCEL THE FOLLOWING THREE (3) COURSES: 1) NORTH 25°28'58" EAST 11.06 FEET; THENCE 2) NORTH 16°53'53" WEST 594.40 FEET; THENCE 3) NORTH 56°34'49" EAST 90.31 FEET TO THE SOUTH BOUNDARY OF LOT 61, MARSAC MINING CLAIM, RECORDED SURVEY NUMBER S-8414; THENCE COINCIDENT WITH SAID SOUTH BOUNDARY THE FOLLOWING TWO (2) COURSES: 1) SOUTH 02°10'00" WEST 40.70 FEET THENCE 2) SOUTH 55°00'00" EAST 71.40 FEET TO A POINT ON THE NORTH BOUNDARY OF SAID TRACT E OF THAT CERTAIN SHERIFF'S DEED, RECORDED DECEMBER 30, 2015, AS ENTRY NO. 1035997; THENCE COINCIDENT WITH THE BOUNDARY OF SAID TRACT E THE FOLLOWING TWO (2) COURSES: 1) SOUTH 42°52'33" WEST 9.49 FEET; THENCE 2) SOUTH 48°39'41" EAST 146.66 FEET TO THE POINT OF BEGINNING. CONT. 1.52 AC (2400-1152 PARCEL R-5) (LESS ANY PORTION LYING IN MARSAC MC LOT 61)

**Tax Parcel No. PCA-S-98-BB:**

A PARCEL OF LAND LOCATED IN THE SOUTH HALF OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT THAT IS NORTH 88°09'24" EAST 2255.50 FEET ALONG SECTION LINE AND NORTH 385.45 FEET FROM THE NORTHWEST CORNER OF SECTION 28, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT ALSO BEING ON THE NORTHERLY LINE OF THE MARSAC AVENUE RIGHT OF WAY, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE RECORDER, SUMMIT COUNTY, UTAH; AND RUNNING THENCE NORTH 48°39'41" WEST 146.66 FEET; THENCE NORTH 42°52'33" EAST 226.98 FEET; THENCE NORTH 77°20'25" EAST 168.54 FEET; THENCE NORTH 67°04'29" EAST 217.09 FEET; THENCE SOUTH 80°27'35" EAST 106.33 FEET; THENCE SOUTH 36°22'10" EAST 230.71 FEET; THENCE SOUTH 27°16'00" EAST 272.20 FEET; THENCE SOUTH 70°23'37" WEST 169.25 FEET TO A POINT ON THE NORTHERLY LINE OF MARSAC AVENUE RIGHT OF WAY AND ON A 725.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE NORTHERLY LINE OF THE MARSAC AVENUE RIGHT OF WAY THE FOLLOWING SIX (6) COURSES: 1) NORTHERLY ALONG THE ARC OF SAID CURVE 141.56 FEET (CHORD BEARS NORTH 130°13'54" WEST 141.33 FEET) TO A POINT ON A 175.00 FOOT RADIUS REVERSE CURVE TO THE LEFT OF WHICH THE RADIUS POINT BEARS SOUTH 82°21'42" WEST; THENCE 2) NORTHWESTERLY ALONG THE ARC OF SAID CURVE 290.23 FEET THROUGH A CENTRAL ANGLE OF 95°01'25"; THENCE 3) SOUTH 77°20'18" WEST 65.40 FEET TO A POINT ON A 625.00 FOOT RADIUS CURVE TO THE LEFT OF WHICH THE RADIUS POINT BEARS SOUTH 12°39'42" EAST; THENCE 4) WESTERLY ALONG THE ARC OF SAID CURVE 155.41 FEET THROUGH A CENTRAL ANGLE OF 140°14'48"; THENCE 5) SOUTH 63°05'30" WEST 116.81 FEET TO A POINT ON A 168.63 FOOT RADIUS CURVE TO THE LEFT OF WHICH THE RADIUS POINT BEARS SOUTH 26°54'30" EAST; THENCE 6) SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 75.63 FEET THROUGH A CENTRAL ANGLE OF 25°41'54" TO THE POINT OF BEGINNING.

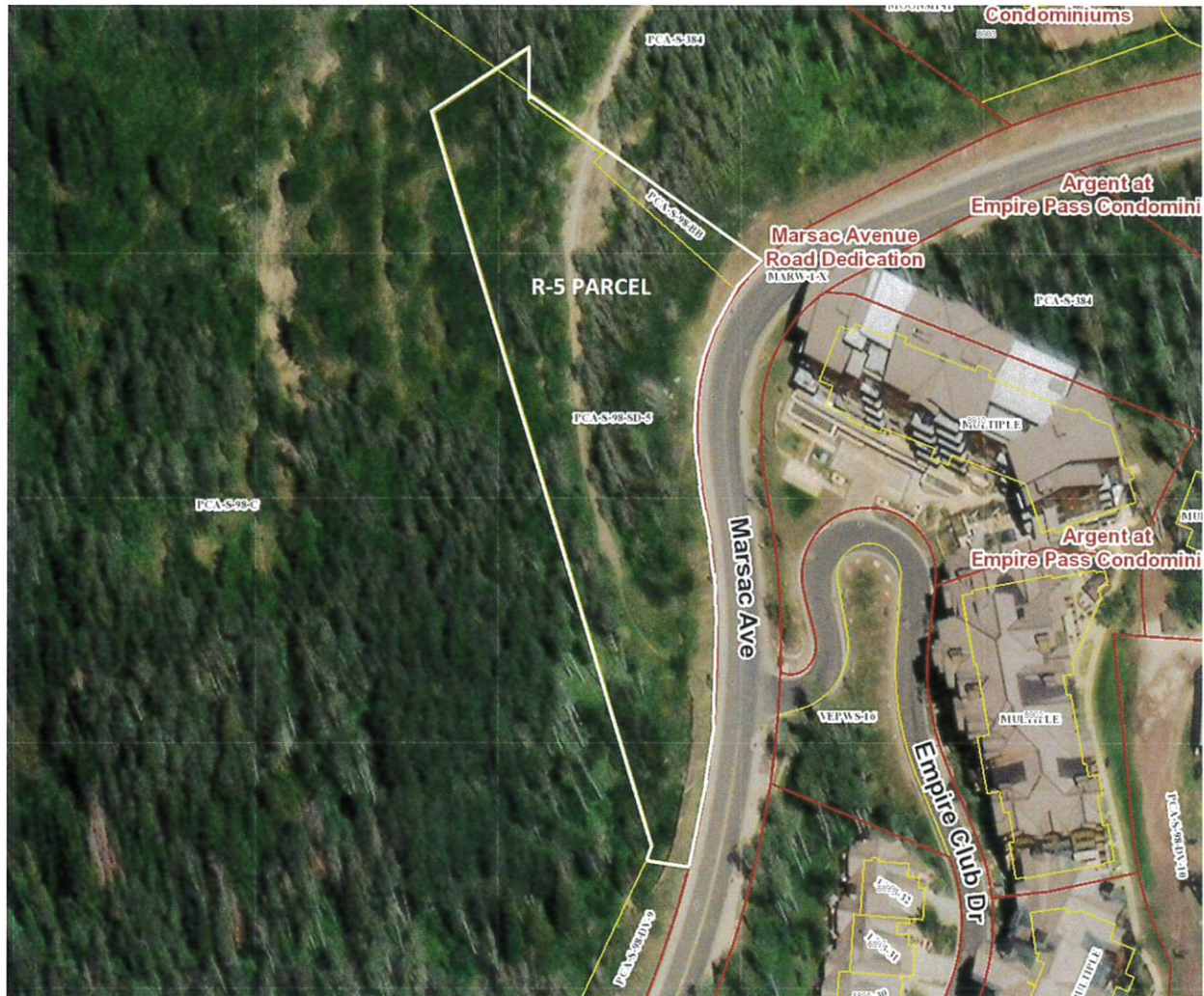
LESS AND EXCEPTING ANY PORTION LYING WITHIN THE MARSAC LODE MINING CLAIM, LOT 61.



**EXHIBIT A-2**

### DEPICTION OF R-5 PARCEL

The R-5 parcel are those two (2) parcels identified as PCA-S-98-SD-5 and PCA-S-98-BB and are approximately outlined in white below:



## **EXHIBIT B-1**

### **LEGAL DESCRIPTION OF WATER TANK PARCEL**

The Water Tank Parcel is two (2) parcels located in Summit County, State of Utah and are more particularly described as follows:

**Tax Parcel No. PCA-S-98-SD-1-A (owned by REDUS):**

A PARCEL OF LAND LOCATED IN THE WEST HALF OF SECTION 28, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SAID PARCEL BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT IS NORTH 00°30'49" WEST 135.16 FEET COINCIDENT WITH THE SECTION LINE AND EAST 687.84 FEET FROM THE WEST QUARTER CORNER OF SECTION 28, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING ON THE BOUNDARY OF MARSAC AVENUE RIGHT OF WAY, RECORDED JUNE 28, 2002, AS ENTRY NO. 623451 IN THE OFFICE OF THE RECORDER, SUMMIT COUNTY, UTAH, SAID POINT ALSO BEING ON A CURVE TO THE LEFT HAVING A RADIUS OF 75 00 FEET, OF WHICH THE RADIUS POINT BEARS NORTH 64°06'13" WEST; AND RUNNING THENCE COINCIDENT WITH SAID MARSAC AVENUE RIGHT OF WAY NORTHERLY ALONG THE ARC OF SAID CURVE 74.99 FEET THROUGH A CENTRAL ANGLE OF 57°17'28" TO THE BOUNDARY OF THAT CERTAIN BOUNDARY LINE AGREEMENT AND RESERVATION OF EASEMENT, RECORDED SEPTEMBER 30, 2022, AS ENTRY NO. 1195892 IN BOOK 2759 AT PAGE 666 IN THE OFFICE OF THE RECORDER, SUMMIT COUNTY, UTAH; THENCE COINCIDENT WITH SAID BOUNDARY LINE AGREEMENT AND RESERVATION OF EASEMENT THE FOLLOWING TWO (2) COURSES: 1) NORTH 37°14'34" EAST 155.18 FEET TO A POINT ON A CURVE TO THE RIGHT HAVING A RADIUS OF 1020 00 FEET, OF WHICH THE RADIUS POINT BEARS SOUTH 52°45'26" EAST; THENCE 2) ALONG THE ARC OF SAID CURVE 46.83 FEET THROUGH A CENTRAL ANGLE OF 02°37' 49" TO THE WESTERLY BOUNDARY OF THAT CERTAIN GRANT OF CONSERVATION EASEMENT EAST PARCEL, RECORDED JANUARY 7, 2003, AS ENTRY NO 643790 IN BOOK 1502 AT PAGE 732 IN THE OFFICE OF THE RECORDER, SUMMIT COUNTY, UTAH; THENCE COINCIDENT WITH SAID GRANT OF CONSERVATION EASEMENT EAST PARCEL THE FOLLOWING TWO (2) COURSES: 1) SOUTH 18°16'11" EAST 379.66 FEET; THENCE 2) SOUTH 08°13'38" EAST 198.54 FEET; THENCE SOUTH 02°17'19" WEST 99.94 FEET TO THE NON EASTERLY CORNER OF THAT CERTAIN SPECIAL WARRANTY DEED, RECORDED MARCH 19, 2004, AS ENTRY NO. 692322 IN BOOK 1606 AT PAGE 185 IN THE OFFICE OF THE RECORDER, SUMMIT COUNTY, UTAH; THENCE COINCIDENT WITH SAID SPECIAL WARRANTY DEED NORTH 56°00'00" WEST 69.06 FEET TO THE SOUTHERNMOST CORNER OF THAT CERTAIN SPECIAL WARRANTY DEED, RECORDED MARCH 22, 2004, AS ENTRY NO. 692419 IN BOOK 1606 AT PAGE 820 IN THE OFFICE OF THE RECORDER, SUMMIT COUNTY, UTAH; THENCE COINCIDENT WITH SAID SPECIAL WARRANTY DEED THE FOLLOWING SIX (6) COURSES: 1) NORTH 34°00'00" EAST 70.49 FEET; THENCE 2) NORTH 08°13'38" WEST 107. 00 FEET;



THENCE 3) NORTH 29°30'38" WEST 125.94 FEET; THENCE 4) SOUTH 8 0°16'21" WEST 134.00 FEET; THENCE 5) SOUTH 4°37' 47" EAST 145.00 FEET; THENCE 6) SOUTH 56°00' 00" EAST 65.64 FEET TO THE NORTHERNMOST CORNER OF THAT CERTAIN SPECIAL WARRANTY DEED, RECORDED MARCH 19, 2004, AS ENTRY NO. 692322 IN BOOK 1606 AT PAGE 185 IN THE OFFICE OF THE RECORDER, SUMMIT COUNTY, UTAH; THENCE COINCIDENT WITH SAID SPECIAL WARRANTY DEED SOUTH 36°12'33" WEST 233.06 FEET TO A POINT ON A NON TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 375.00 FEET, OF WHICH THE RADIUS POINT BEARS NORTH 66°41'49" EAST; THENCE ALONG THE ARC OF SAID CURVE 107.92 FEET THROUGH A CENTRAL ANGLE OF 16°29' 22" TO A CORNER ON THE EASTERLY BOUNDARY OF THAT CERTAIN AMENDED AND RESTATED DECLARATION OF ACCESS EASEMENT, RECORDED JUNE 13, 2017, AS ENTRY NO. 1071473 IN BOOK 2414 AT PAGE 36 IN THE OFFICE OF THE RECORDER, SUMMIT COUNTY, UTAH, THENCE COINCIDENT WITH SAID ACCESS EASEMENT THE FOLLOWING FOUR (4) COURSES: 1) NORTHERLY ALONG THE ARC OF SAID CURVE 59.05 FEET THROUGH A CENTRAL ANGLE OF 09°01'18"; THENCE 2) NORTH 02°12'30" EAST 123.76 FEET TO A POINT ON A CURVE TO THE RIGHT HAVING A RADIUS OF 475.00 FEET, OF WHICH THE RADIUS POINT BEARS SOUTH 87°47'30" EAST; THENCE 3) ALONG THE ARC OF SAID CURVE 196.38 FEET THROUGH A CENTRAL ANGLE OF 23°41'17"; THENCE 4) NORTH 25°53' 47" EAST 31.85 FEET TO THE POINT OF BEGINNING.

Description Contains 2.42 Acres

**Portion of Tax Parcel No. PCA-S-98-II-X (owned by City):**

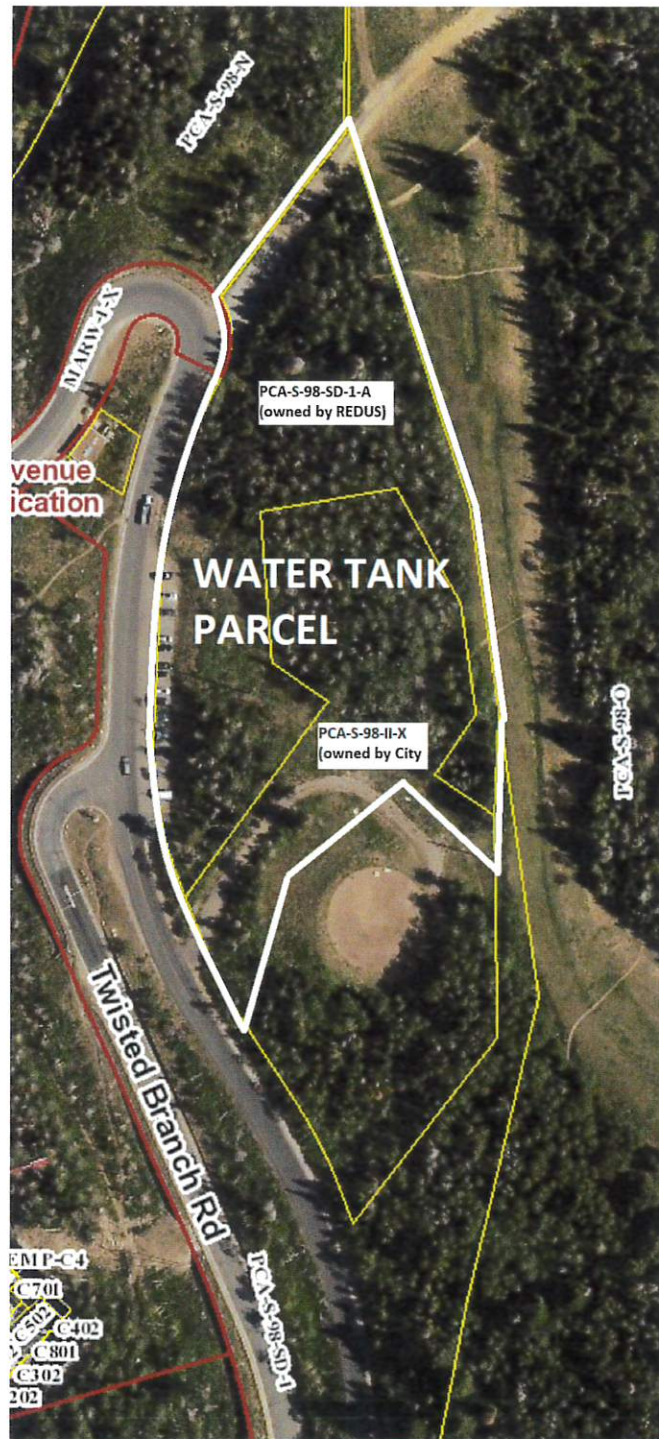
**[LEGAL TO BE ADDED LATER]**



## EXHIBIT B-2

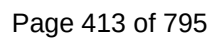
### DEPICTION OF WATER TANK PARCEL

The Water Tank Parcel are those two (2) parcels identified as PCA-S-98-SD-1-A (owned by REDUS) and a portion of PCA-S-98-II-X (owned by City), as approximately outlined in white below:

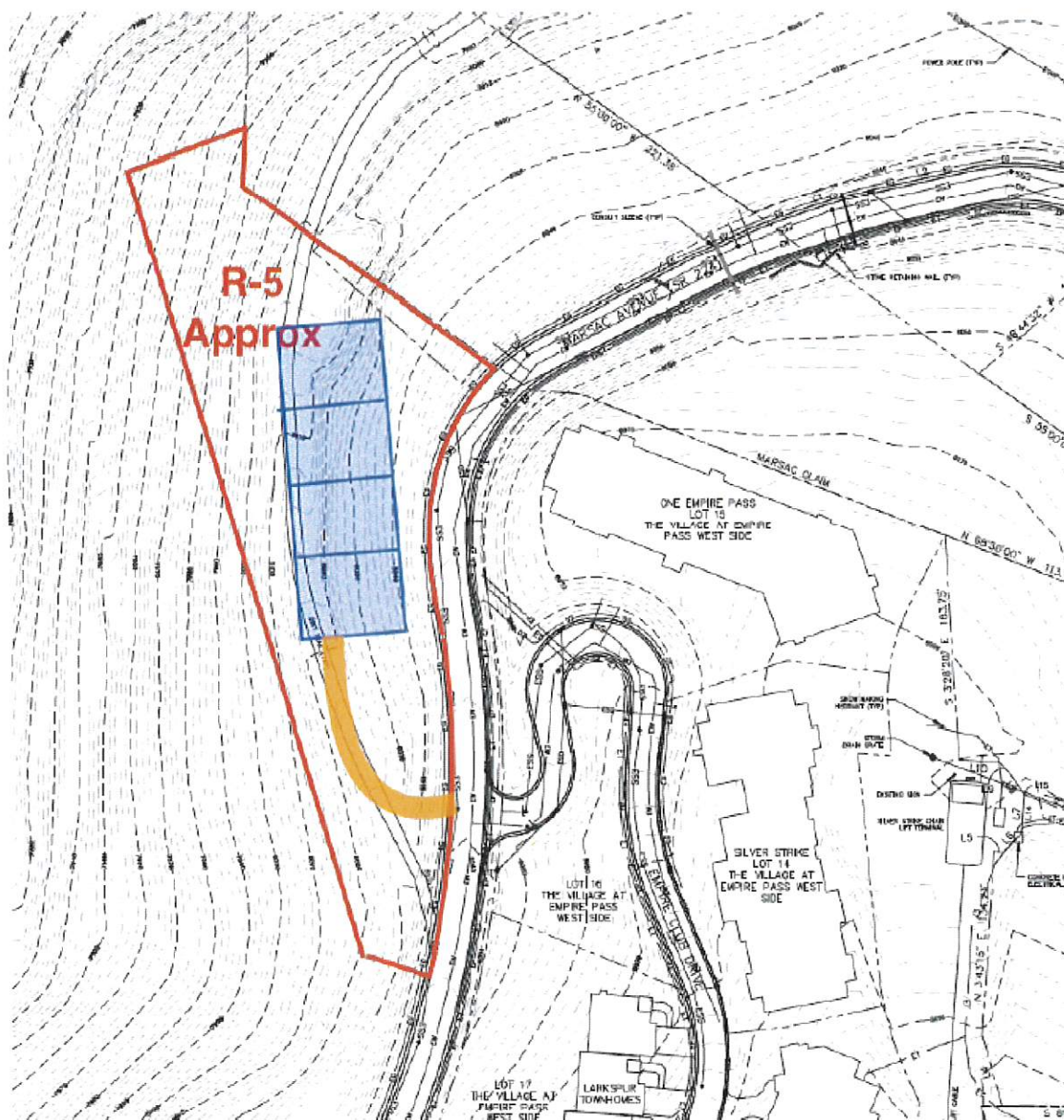


*Exhibit B-2*

## CONCEPT PLAN FOR WATER TANK PARCEL



# CONCEPT PLAN FOR R-5 PARCEL





**EXHIBIT D**

**LEGAL DESCRIPTION OF THE MOA PROPERTY**

The MOA Property located in Summit County, State of Utah is more particularly described as follows:

ALL OF LOT 16, THE VILLAGE AT EMPIRE PASS, WEST  
SIDE, SUBDIVISION PLAT, ACCORDING TO THE OFFICIAL  
PLAT FILED OF RECORD AUGUST 12, 2005 AS ENTRY NO.  
746744 IN THE RECORDS OF THE SUMMIT COUNTY  
RECORDER.

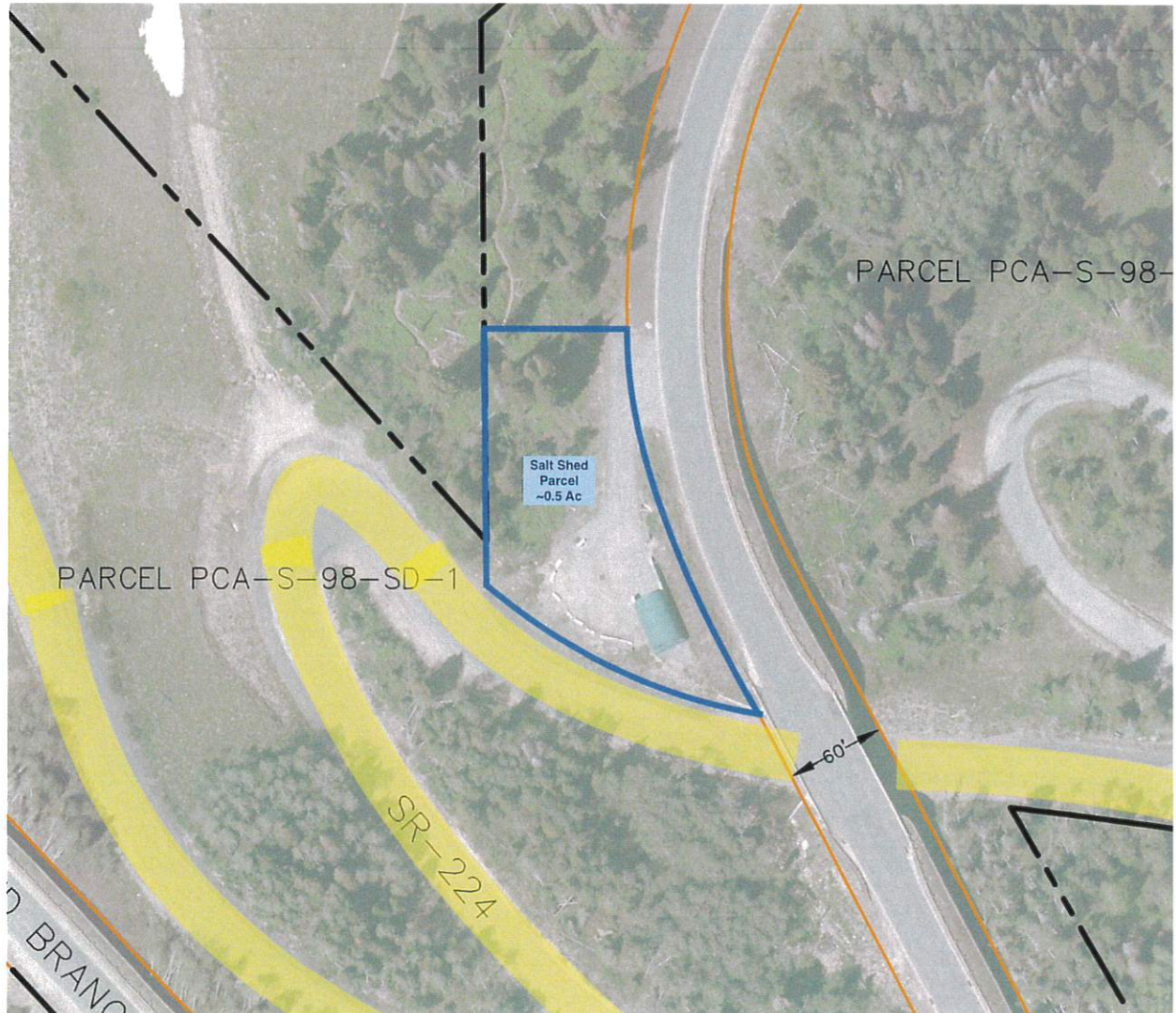
(For reference purposes only: Tax Serial No. VEPWS-16)

ALL OF LOT 5, THE VILLAGE AT EMPIRE PASS PHASE I,  
ACCORDING TO THE OFFICIAL PLAT THEREOF  
RECORDED IN THE OFFICE OF THE SUMMIT COUNTY  
RECORDED ON NOVEMBER 24, 2004, AS ENTRY NO.  
718034.

(For reference purposes only: Tax Serial No. VEMP-1-5)

**EXHIBIT E**

**DEPICTION OF SALT SHED PARCEL**





00545109 Bk01277 Pg00553-00555

Ordinance No. 99-30

ALAN SPRIGGS, SUMMIT CO RECORDER  
1999 JUL 28 13:11 PM FEE \$1.00 BY NAT  
REQUEST: PARK CITY MUNICIPAL CORP

**AN ORDINANCE ANNEXING APPROXIMATELY  
1750 ACRES KNOWN AS FLAGSTAFF MOUNTAIN  
INTO THE CORPORATE LIMITS OF  
PARK CITY, UTAH AND  
AMENDING THE OFFICIAL ZONING MAP  
OF PARK CITY TO INCLUDE THE ANNEXED AREA**

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 recommendations 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 Flats, 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, the City Council has held several public meetings on the proposed Development Agreement and has taken public input at those meetings; and

WHEREAS, the Property is not included within any other municipal jurisdiction and there have been no protests filed by any other jurisdictions;

**00545109 Bk01277 Pg00554**

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

**SECTION 1. ANNEXATION.** The property is hereby annexed to the corporate limits of Park City, UT according to the annexation plat executed in substantially the same form as it is attached hereto as Exhibit A. The property so annexed shall enjoy the privileges of Park City and shall be subject to all City levies and assessments including those described in the Development Agreement, attached hereto as Exhibit B. The property shall be subject to all City laws, rules, and regulations.

**SECTION 2. COMPLIANCE WITH STATE LAW AND THE PARK CITY GENERAL PLAN.** The annexation meets the standards for annexation set forth in Title 10, Chapter 2, of the Utah Code and the Park City General Plan.

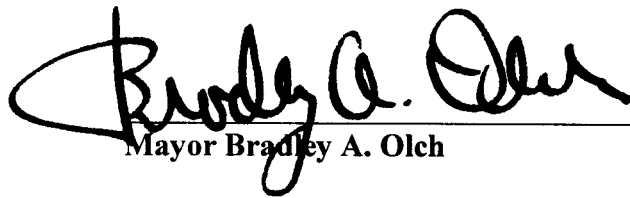


**SECTION 3. ZONING MAP AMENDMENT.** The Official Zoning Map of Park City, as adopted by Section 1.9 of the Park City Land Management Code, is hereby amended to include the Flagstaff Annexation as depicted in Exhibit A.

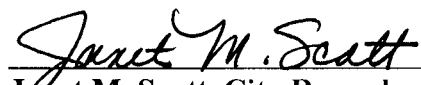
**SECTION 4. EFFECTIVE DATE.** This Ordinance shall take effect upon recordation of the annexation plat.

**PASSED AND ADOPTED** this 24<sup>th</sup> day of June, 1999.

**PARK CITY MUNICIPAL CORPORATION**

  
\_\_\_\_\_  
Mayor Bradley A. Olch

Attest:

  
\_\_\_\_\_  
Janet M. Scott, City Recorder



Approved as to form:

  
\_\_\_\_\_  
Jodi Hoffman, City Attorney

00545109 Bk01277 Pg00555

# 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.

## **EXHIBIT B**

Refer to Recorder File 99-

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 \$ .00 BY DMG  
REQUEST: PARK CITY MUNICIPAL CORP

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into as of the 24<sup>th</sup> 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"** provisionally<sup>1</sup> 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

<sup>1</sup> 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"** provisionally<sup>2</sup> 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, B<sub>1</sub>, and B<sub>2</sub>) 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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<sup>2</sup> 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"** provisionally<sup>3</sup> 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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<sup>3</sup> 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"** provisionally<sup>4</sup> 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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<sup>4</sup> 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.<sup>5</sup> 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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<sup>5</sup> 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.<sup>6</sup> 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, B<sub>1</sub>, and B<sub>2</sub>) 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

<sup>6</sup> Hotel rooms of 500 square feet or less constitute ¼ Unit Equivalent.



reclaim<sup>7</sup> 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

<sup>7</sup> 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.<sup>8</sup>

2.4.1 **Small Scale MPD.** The Small Scale MPD must include all Northside Neighborhood Property Owners to achieve the

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<sup>8</sup> 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.<sup>9</sup> 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 impacts<sup>10</sup> 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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<sup>9</sup> 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.

<sup>10</sup> 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-style<sup>11</sup>), 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.

<sup>11</sup> 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.<sup>12</sup>

**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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<sup>12</sup> 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 Area<sup>13</sup>, 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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<sup>13</sup> 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

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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.<sup>14</sup> Prior to the issuance of a Certificate of Occupancy within the Mountain Village,<sup>15</sup> 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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<sup>14</sup> 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.

<sup>15</sup> 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

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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 stockpiling<sup>16</sup> 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

<sup>16</sup> 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 adequate<sup>17</sup> 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)<sup>18</sup> 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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<sup>17</sup> The course must be operated to maximize play.

<sup>18</sup> 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.<sup>19</sup>

- 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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<sup>19</sup> 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



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

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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

00544835 Bk01276 Pg00522



**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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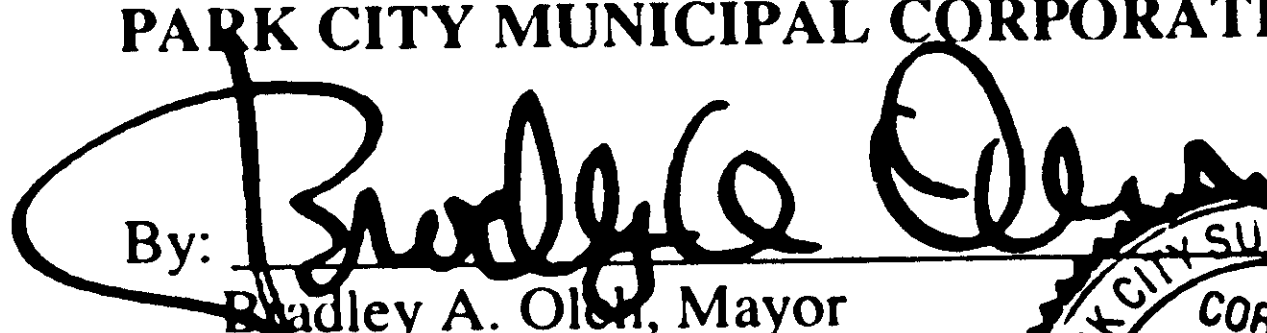
- Exhibit L Map of Sandridge Parking Lots and Sandridge Heights parcels
- Exhibit M Road and Intersection Improvements Detail
- Exhibit N Runaway Truck Lane
- Exhibit O Bonanza Flats golf course and ski improvements
- Exhibit P Zoning Map for Flagstaff Mountain

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.

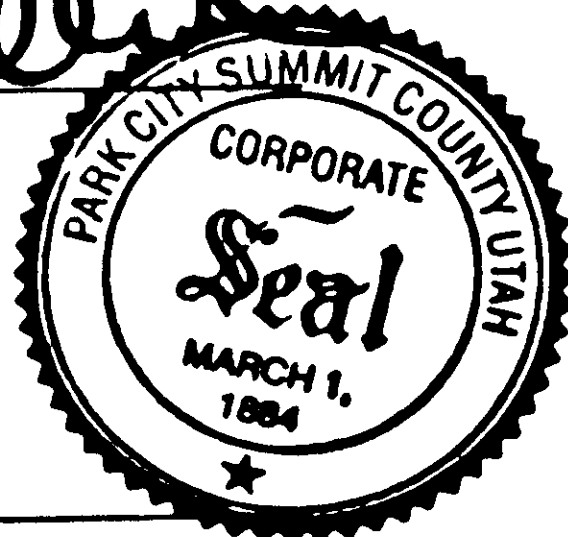
IN WITNESS WHEREOF, this Agreement has been executed by UPCM and by DEER VALLEY by persons duly authorized to execute the same and by the City of Park City, acting by and through its City Council as of the 24<sup>th</sup> day of June, 1999.

PARK CITY MUNICIPAL CORPORATION

By:   
Bradley A. Olson, Mayor

ATTEST: City Clerk

By:   
Janet Scott, City Recorder



00544835 Bk01276 Pg00524

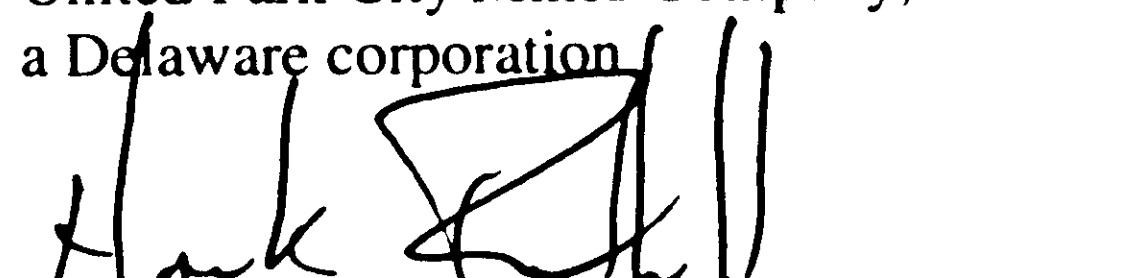


APPROVED AS TO FORM:

  
Jodi Hoffman, City Attorney

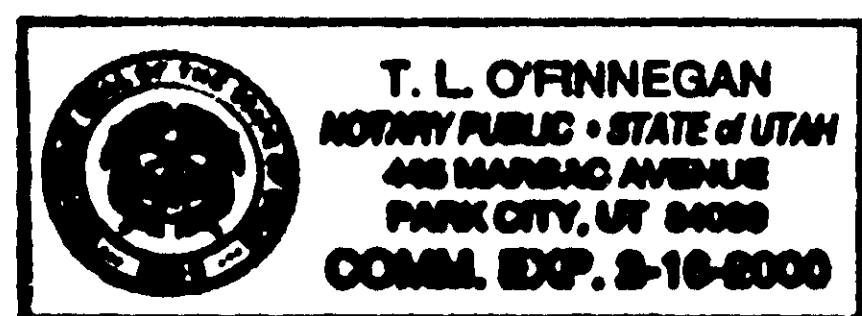
**DEVELOPER:**

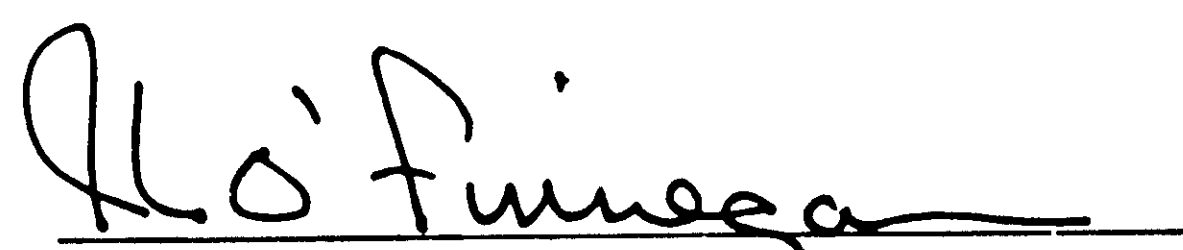
United Park City Mines Company,  
a Delaware corporation

  
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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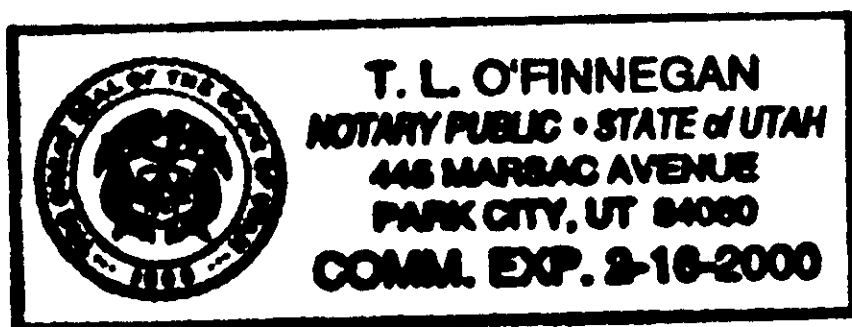


STATE OF UTAH )

: ss

COUNTY OF SUMMIT )

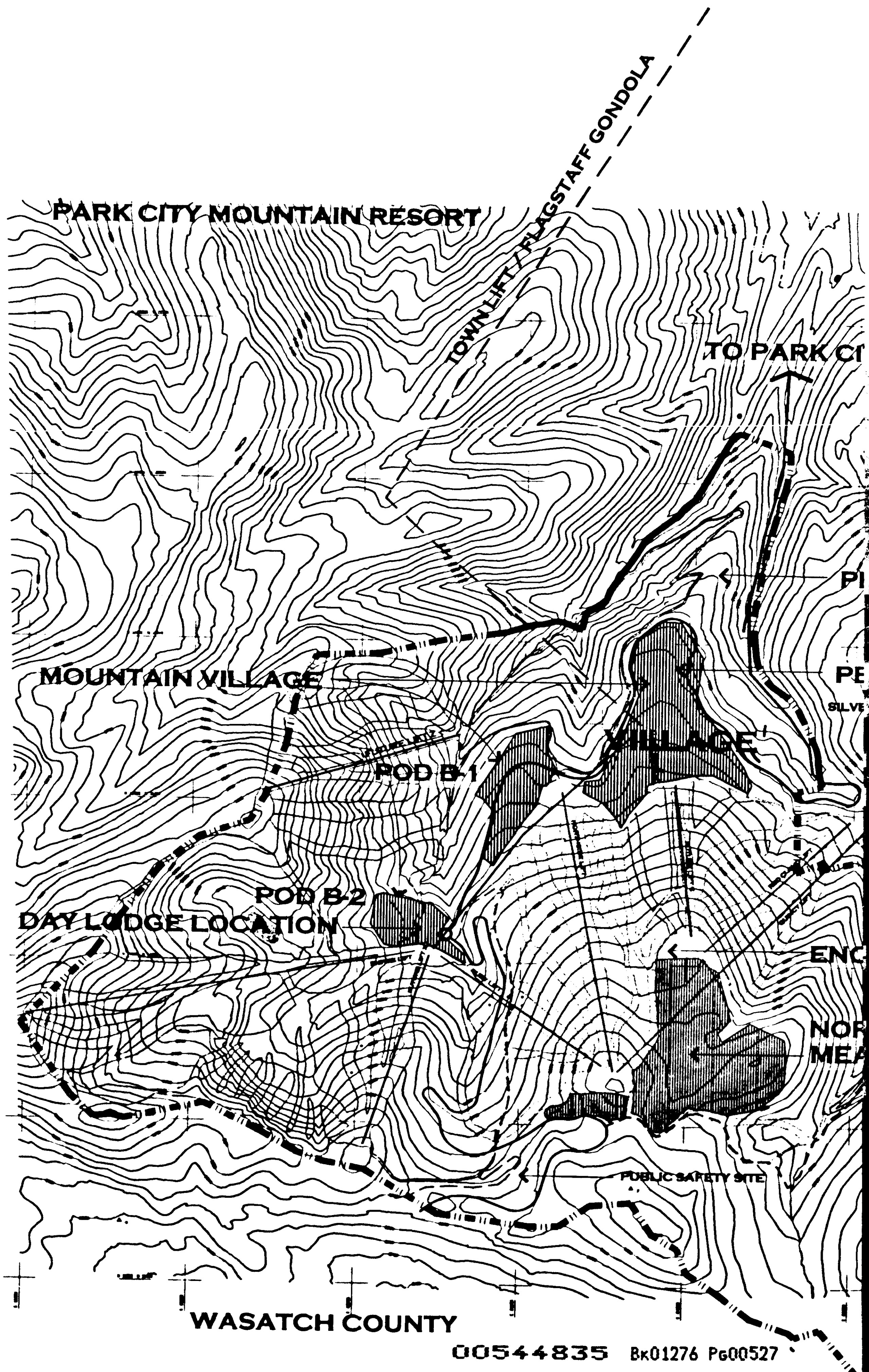
On this 2nd day of July 1999, before me, **Thomas L. O'Finnegan**, the undersigned Notary Public, personally appeared **Robert Wells**, personally known to me to be the Vice President of Royal Street of Utah, on behalf of the corporation named herein, and acknowledged to me that the corporation executed it. Witness my hand and official seal.



*T. L. O'Finnegan*  
\_\_\_\_\_  
Notary Public, State of Utah  
Residing in Park City, Utah

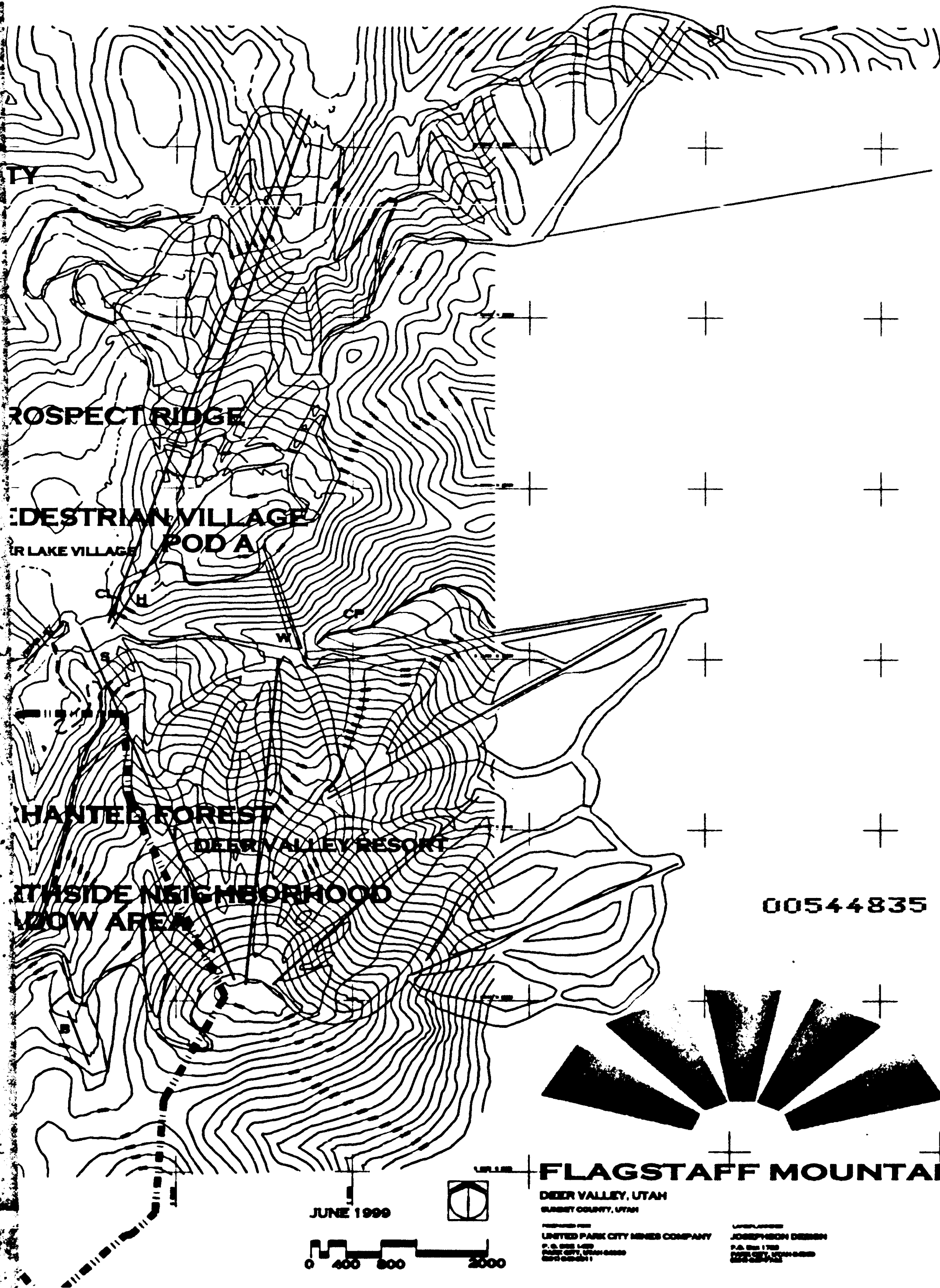
00544835 Bk01276 Pg00526





00544835 Bk01276 Pg00527





00544835 Bk01276 Pg00528

# FLAGSTAFF MOUNTAIN RESORT

DEER VALLEY, UTAH  
SUNSET COUNTY, UTAH

PREPARED BY  
UNITED PARK CITY MINES COMPANY  
P.O. BOX 1400  
PARK CITY, UTAH 84302  
2025 000-0011

DESIGNED BY  
JOSEPHSON DESIGN  
P.O. BOX 1700  
PARK CITY, UTAH 84302  
2025 000-0012

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

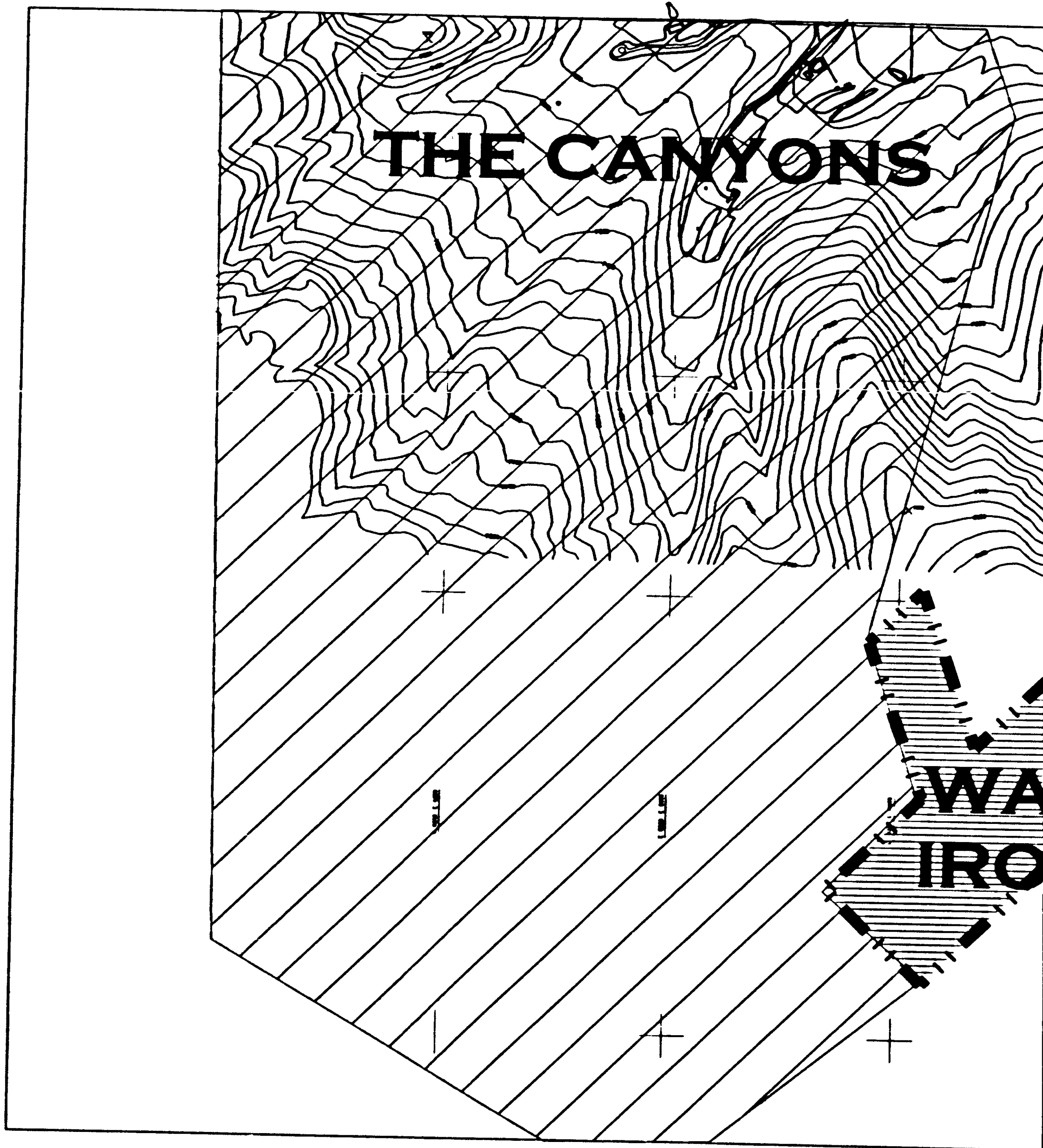
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County Line Point 77; thence North  $59^{\circ}43'30''$  West 1,074.55 feet to County Line Point 2338; thence North  $79^{\circ}07'30''$  West 494.73 feet to County Line Point 80; thence North  $70^{\circ}28'30''$  West 339.90 feet to County Line Point 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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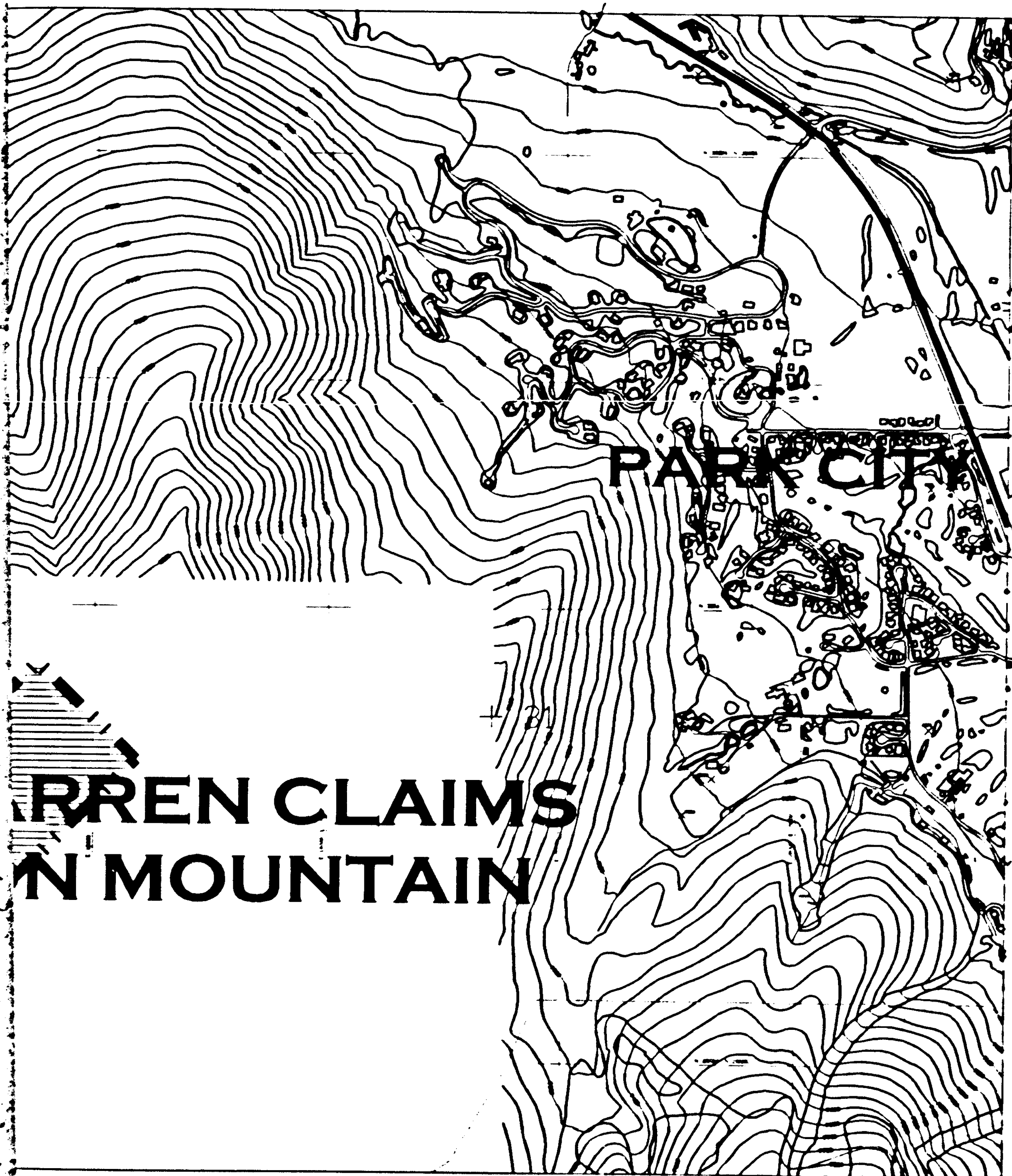


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APRIL

0 40





00544835 Bk01276 Pg00533

1999



0 800 2000

## IRON MOUNTAIN PARCEL

SUNSET COUNTY, UTAH  
PREPARED FOR  
UNITED PARK CITY MINES COMPANY  
P.O. BOX 1400  
PARK CITY, UTAH 84302  
SEP 1999

DESIGNED BY  
JOSEPHSON DESIGN  
P.O. BOX 1700  
PARK CITY, UTAH 84302  
SEP 1999

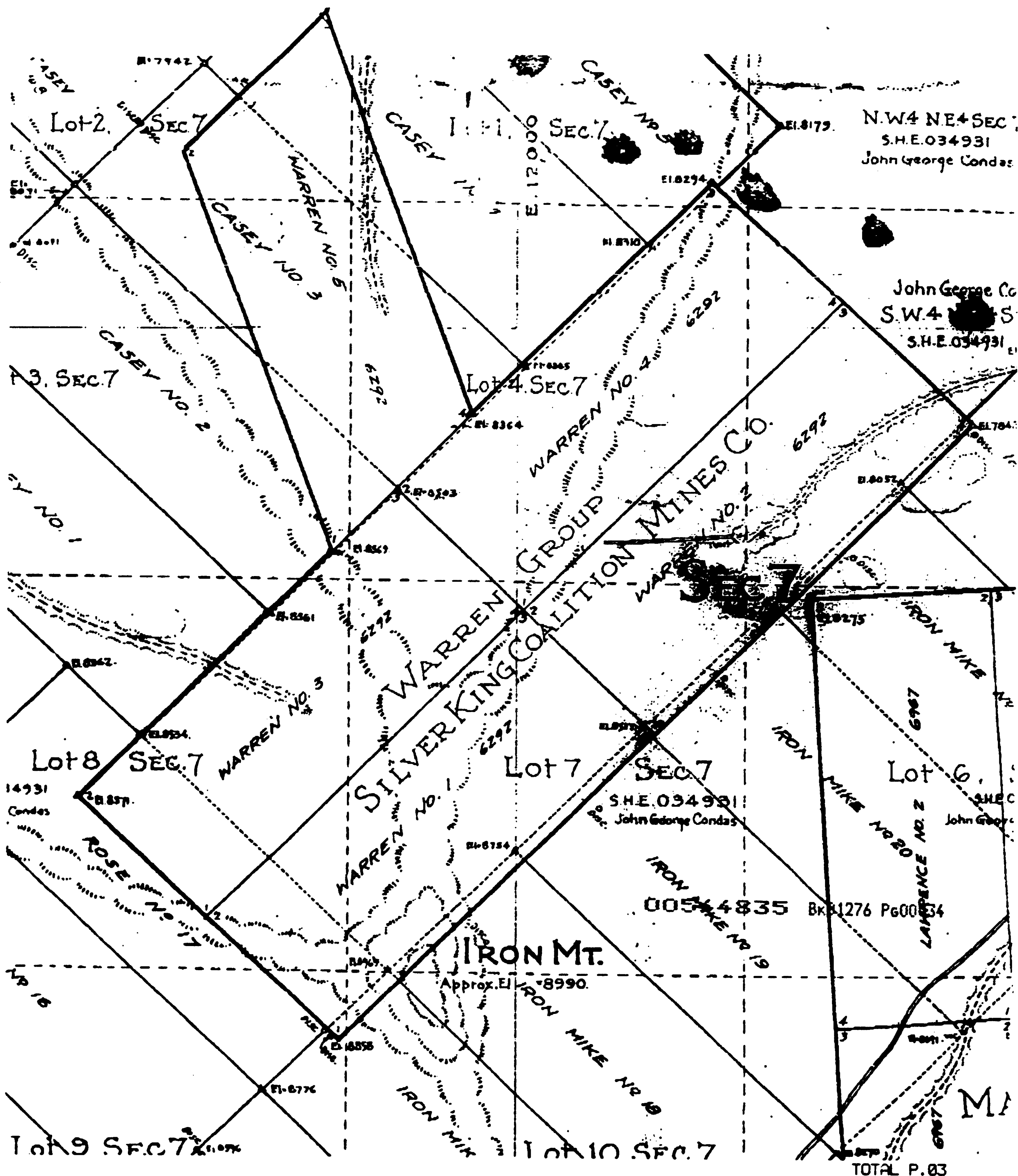
EXHIBIT B



JUL-21-1999 15:42

P.03

## Exhibit B





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

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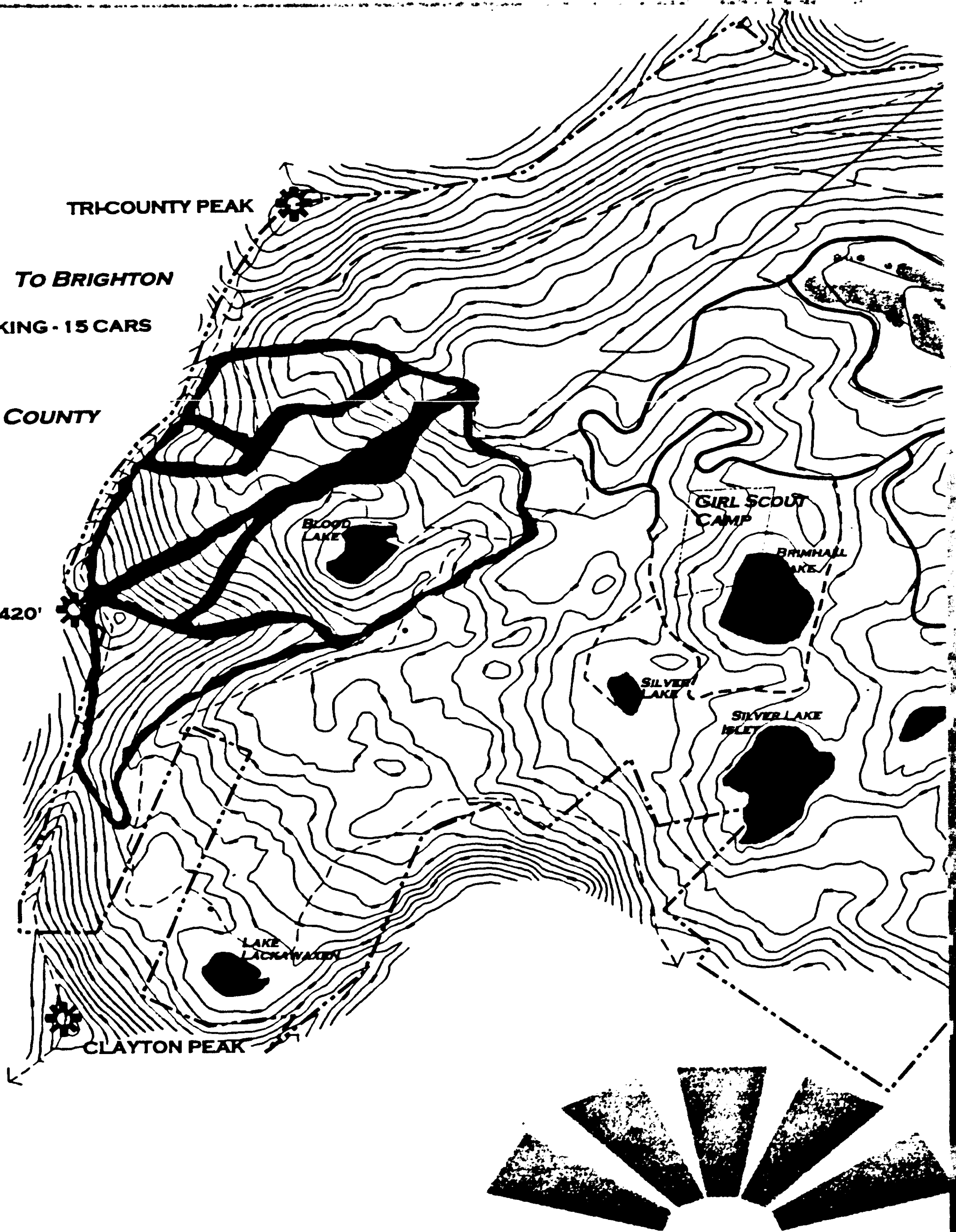
TRICOUNTY PEAK

To BRIGHTON

PUBLIC PARKING - 15 CARS

SALT LAKE COUNTY

10,420'



JUNE 1999



# BONANZA MOUNTAIN

WASATCH COUNTY, UTAH

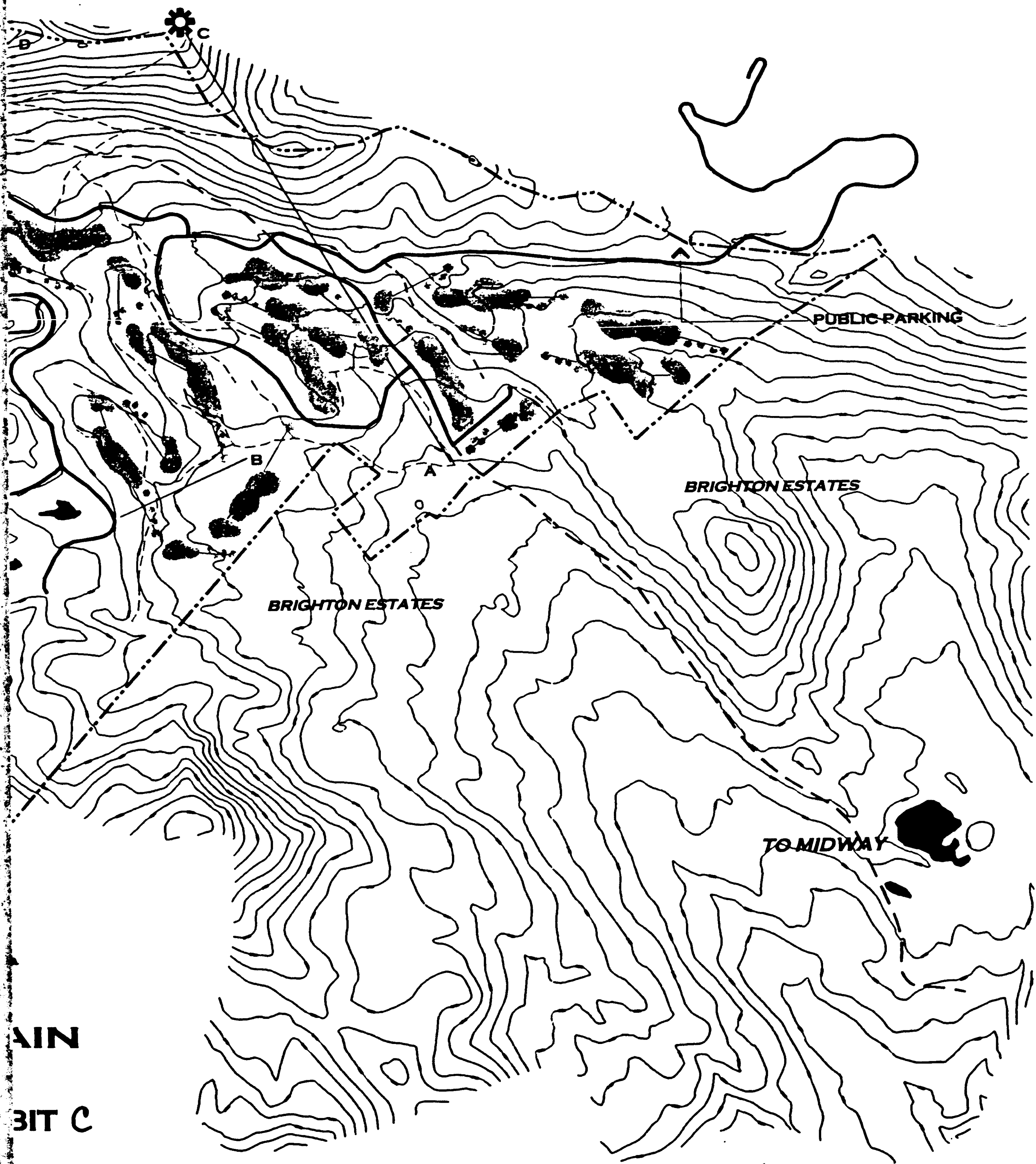
PREPARED FOR:  
UNITED PARK CITY MINES COMPANY  
P. O. BOX 1450  
PARK CITY, UTAH 84302  
(801) 798-1111

DESIGNED BY:  
JOSEPHSON DESIGN  
P. O. BOX 1700  
PARK CITY, UTAH 84302  
(801) 798-1111

EXHIBIT

00544835 Bk01276 Pg00536



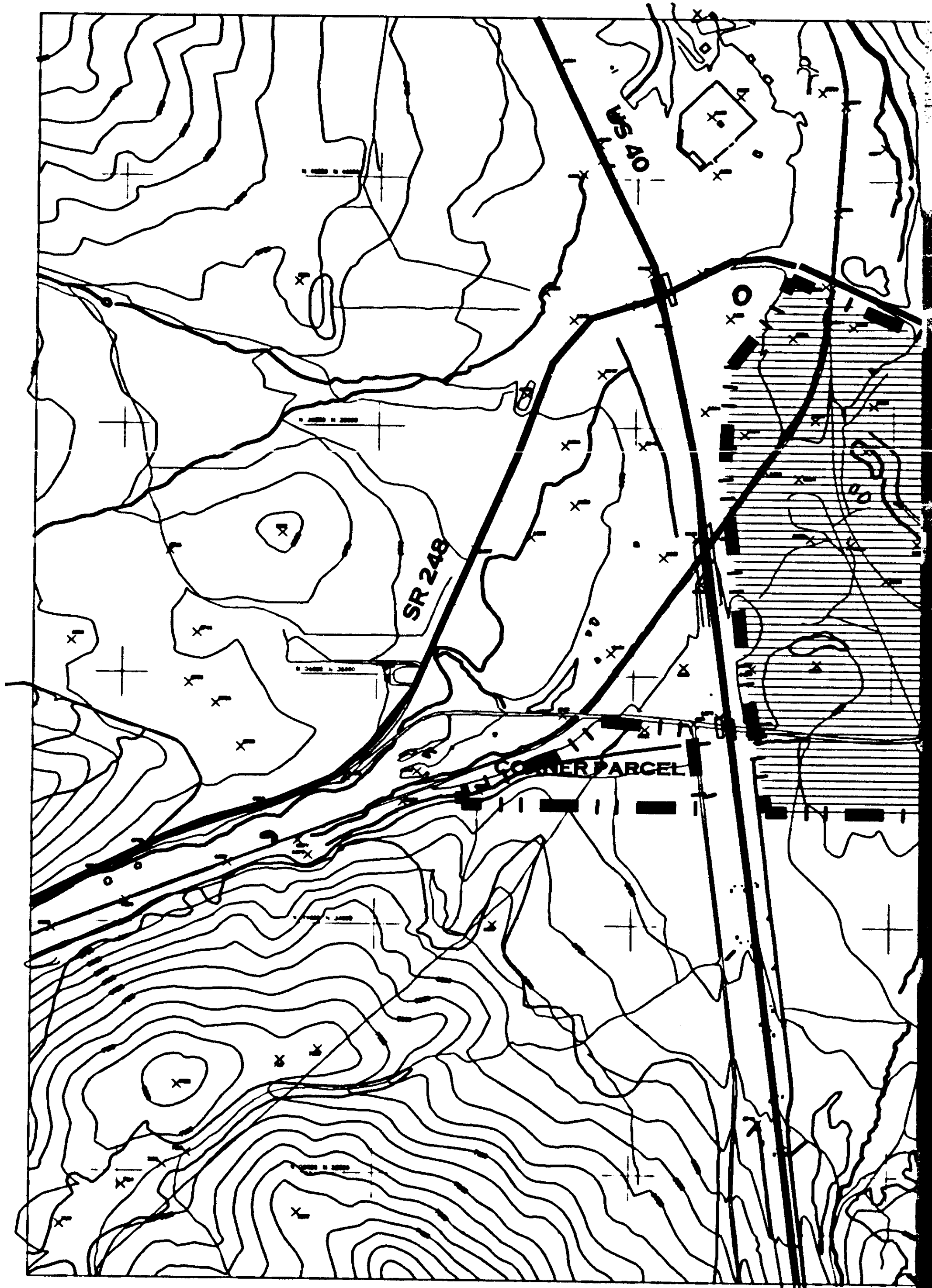


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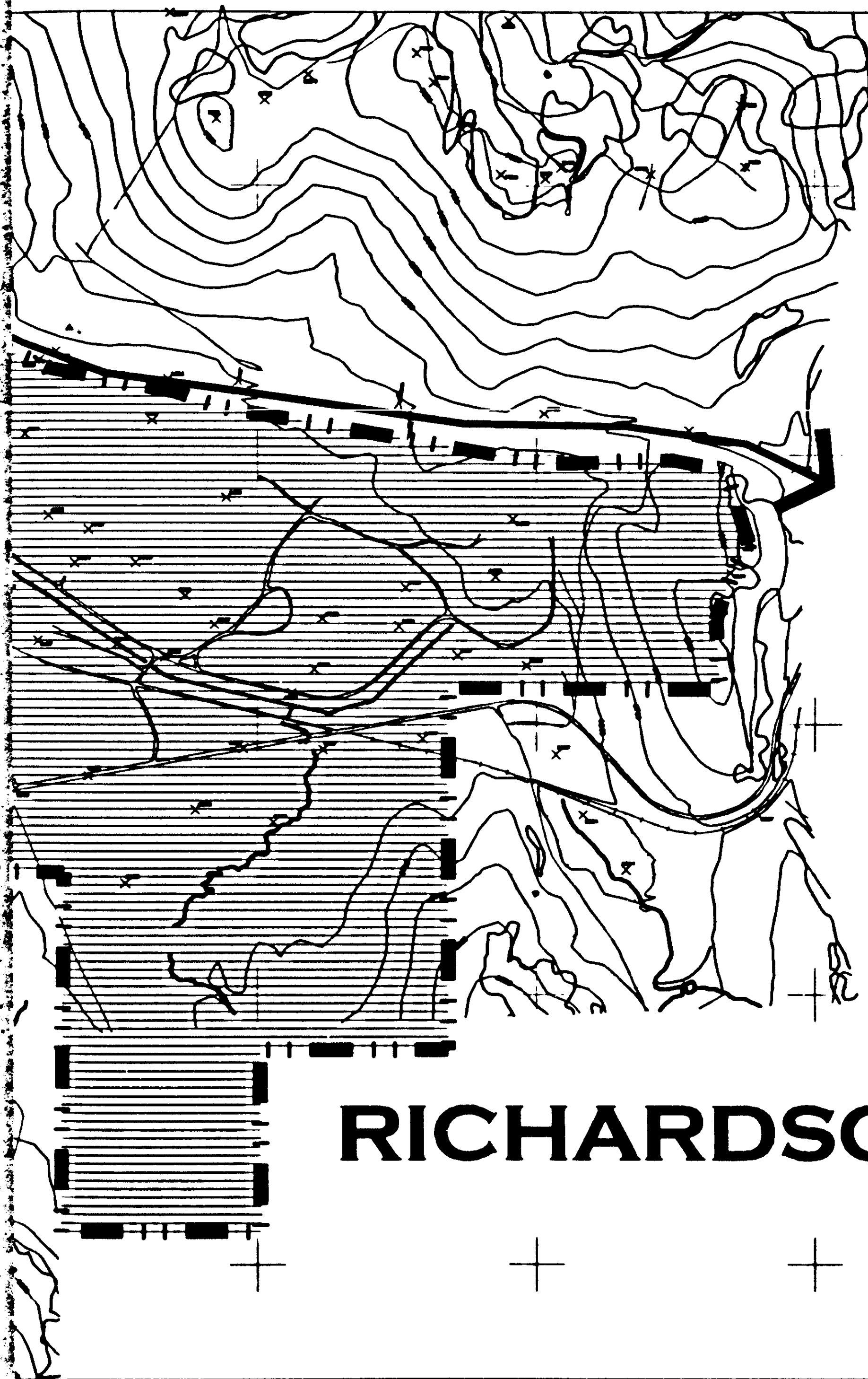
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00544835 Bk01276 Pg00538





TO KAMAS

**RICHARDSON FLATS**

00544835 Bk01276 Pg00539



APRIL 1999



**RICHARDSON FLATS PARCEL**

SUMMIT COUNTY, UTAH  
SUMMIT COUNTY, UTAH

PREPARED FOR:  
UNITED PARK CITY MINES COMPANY  
P. O. BOX 1400  
PARK CITY, UTAH 84302  
CITY 000011

LANDPLANNING:  
JOSEPHSON DESIGN  
P.O. BOX 1700  
PARK CITY, UTAH 84302  
CITY 000011

**EXHIBIT D**

0 400 800 2000



# 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°34'17" East 6177.91 Feet, more or less, from the Northwest Corner of said Section 1;

Thence North 07°48'30" West 569.42 Feet more or less;  
 Thence North 30°03'00" East 491.00 Feet along said County Line to County Line Marker 138;  
 Thence North 15°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°25'57" West;  
 Thence along said curve, through a central angle of 12°57'43" a distance of 380.03 Feet;  
 Thence North 87°46'51" West 300.64 Feet;  
 Thence South 88°33'10" West 541.22 Feet;  
 Thence North 85°26'18" West 193.25 Feet;  
 Thence North 78°57'34" West 621.06 Feet;  
 Thence North 81°30'46" West 503.42 Feet;  
 Thence North 76°56'20" West 501.60 Feet;  
 Thence North 81°30'46" West 700.00 Feet;  
 Thence North 71°23'40" West 227.68 Feet;  
 Thence North 79°09'47" West 994.80 Feet;  
 Thence North 66°54'08" West 590.16 Feet;  
 Thence North 64°10'15" West 167.19 Feet;  
 Thence North 89°53' 00" West 978.55 Feet;  
 Thence South 25°23'31" West 116.87 Feet to a point on the northerly section line of said section 2;  
 Thence South 00°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°56'20" West 253.60 Feet;  
 Thence South 5°56'20" West 205.58 Feet to a point on a 2406.48 radius curve to the left whose radius point bears South 84°01'04" East;  
 Thence along said curve, through a central angle of 9°17'52" a distance of 390.52 Feet;  
 Thence South 3°23'37" East 105.10 Feet;  
 Thence South 7°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°04'23" East 150.58 Feet to a point on the southeasterly boundary of said Right-of-Way;  
 Thence South 7°04'24" East 48.63 Feet;  
 Thence South 1°27'27" West 202.24 Feet;  
 Thence South 40°00'00" East 554.91 Feet;  
 Thence South 31°40'49" West 481.87 Feet;

00544835 Bk01276 Pg00540



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;

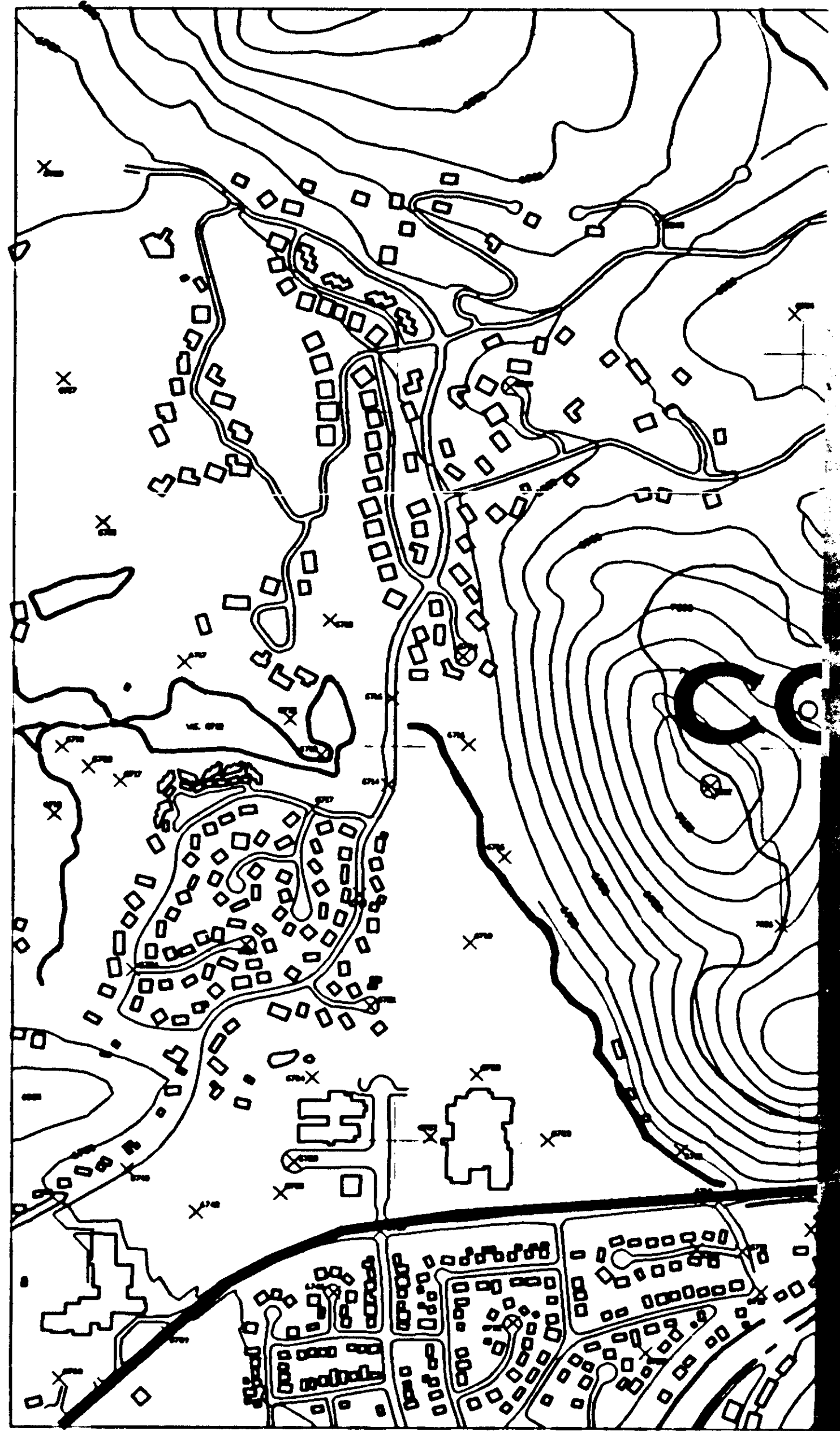
Thence North 00°00'24" East 2679.92 Feet more or less along the center section line of said Section 1 to the Center of said Section 1;

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.

00544835 Bx01276 Pg00541



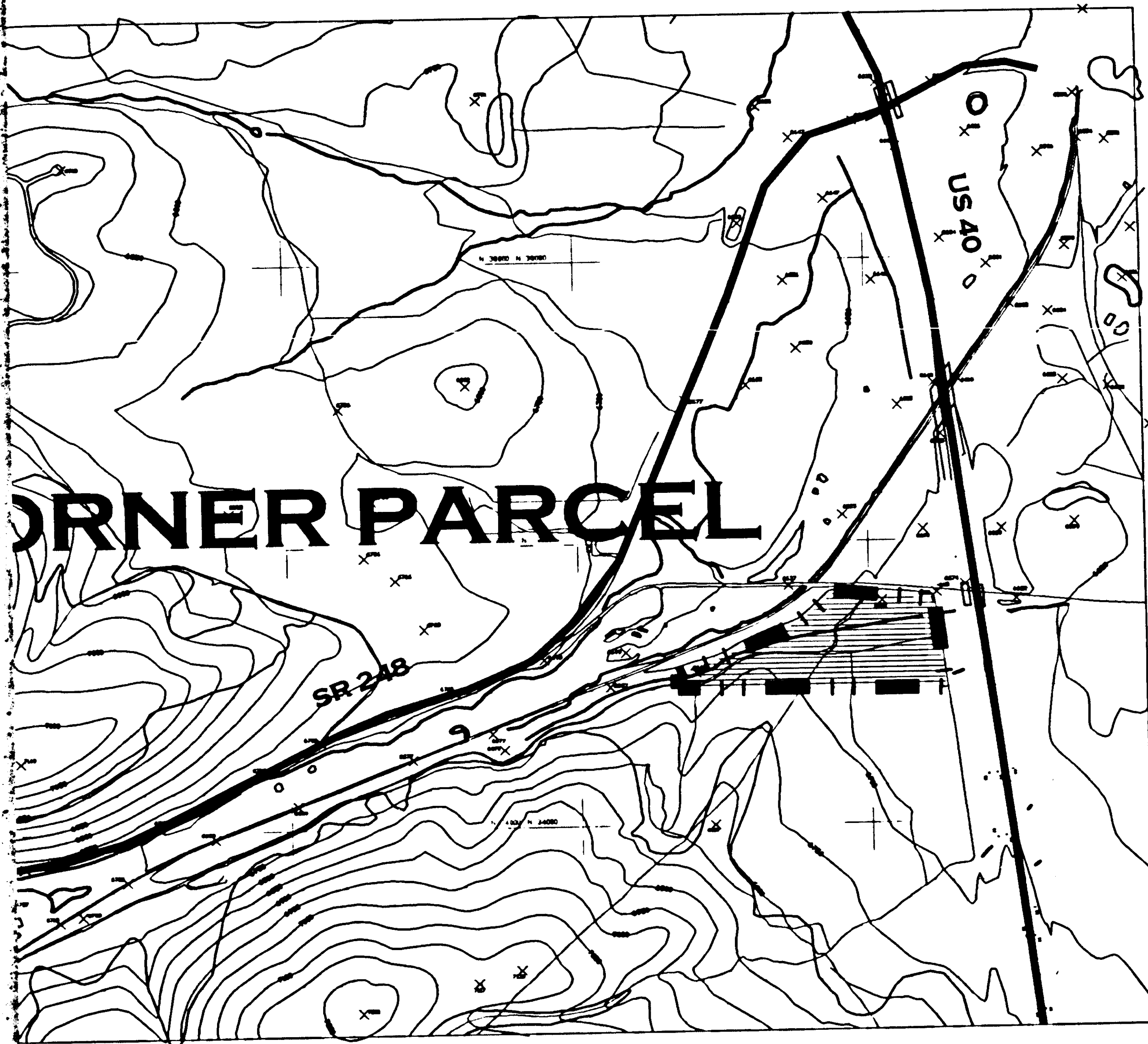


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APRIL 19

0 400





**CORNER PARCEL**

99



800

2000

SUMMIT COUNTY, UTAH  
 PREPARED FOR:  
 UNITED PARK CITY MINES COMPANY  
 P.O. BOX 1489  
 PARK CITY, UTAH 84302  
 (801) 645-8911

LANDSCAPE ARCHITECT  
 JOSEPHSON DESIGN  
 P.O. BOX 1789  
 PARK CITY, UTAH 84302  
 (801) 647-7744

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 Pg00545





## 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 PLAN IS NOT INTENDED TO BE A SURVEY OF  
BOUNDARY AND PLANNING FEATURES SHOWN  
MAP ACCURACY IS LIMITED TO GENERAL DESCRIBING  
PURPOSES ONLY.

Exhibit F

**SHANER**  
Design Graphics



400 0 400 800 FEET

00544835 Bk01276 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.

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## **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:

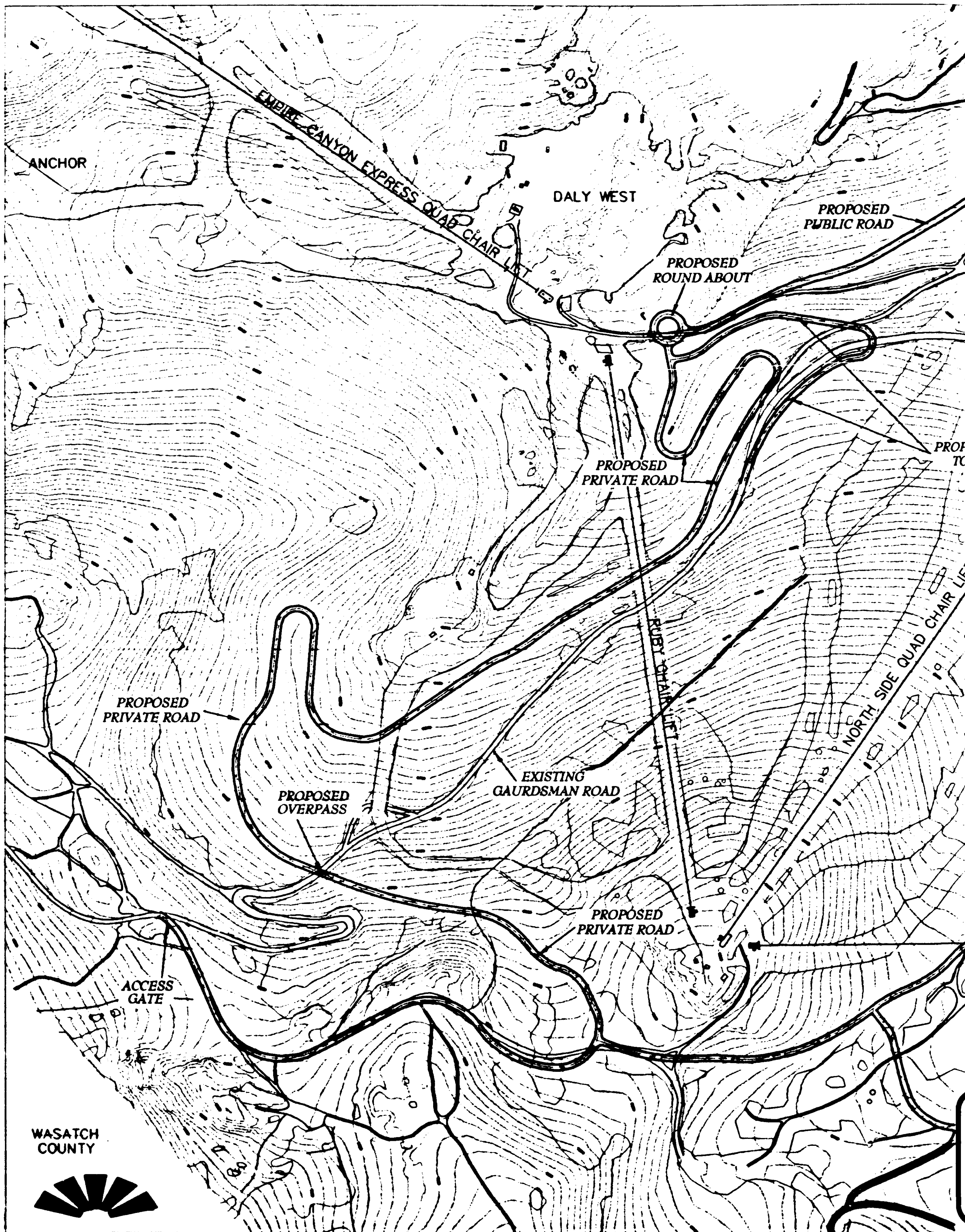
|                      |     |
|----------------------|-----|
| Durar Hard Fescue    | 30% |
| Manchar Bromegrass   | 30% |
| Orchardgrass         | 30% |
| Perennial Ryegrass   | 15% |
| Pubescent Wheatgrass | 15% |

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).

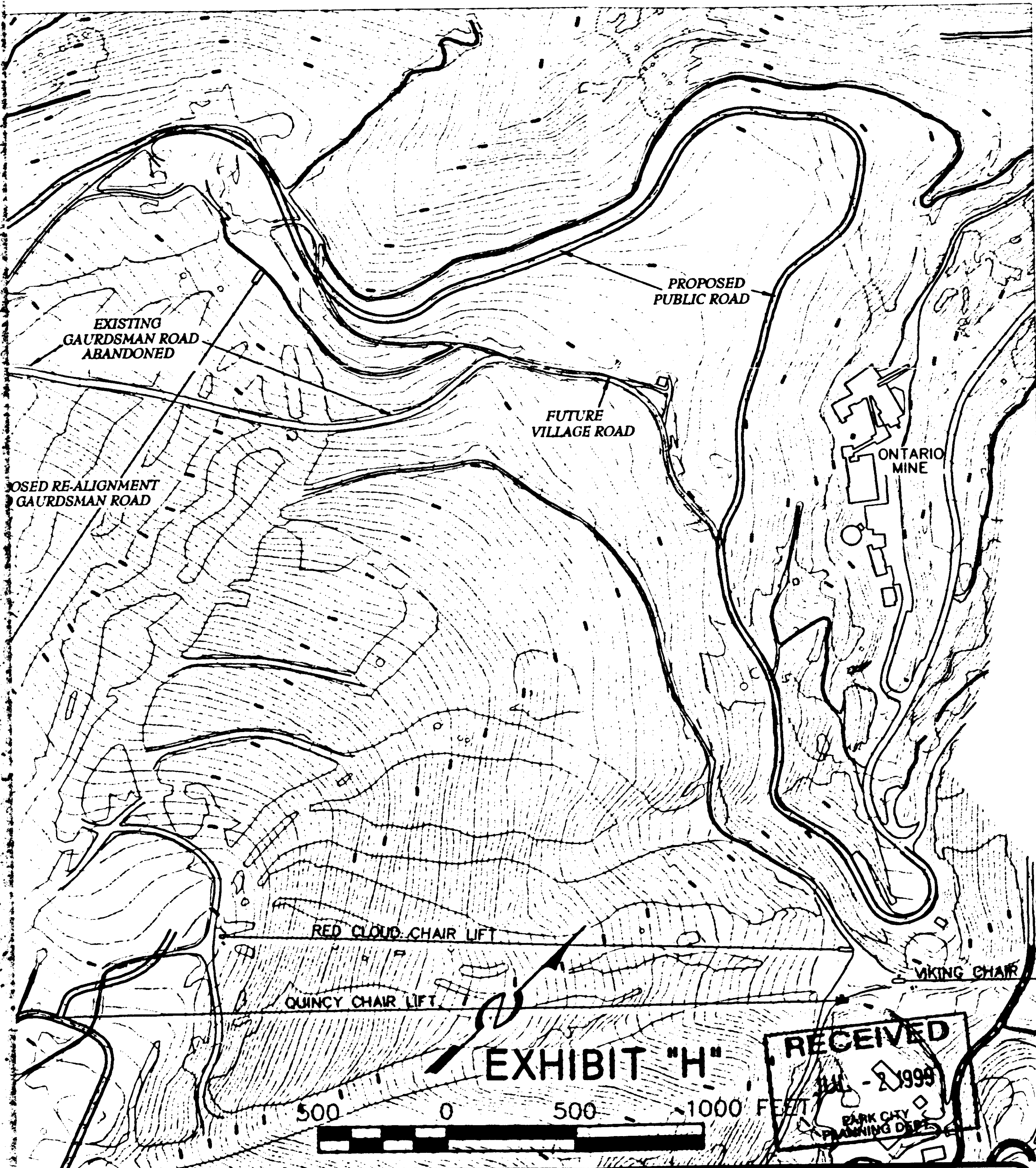
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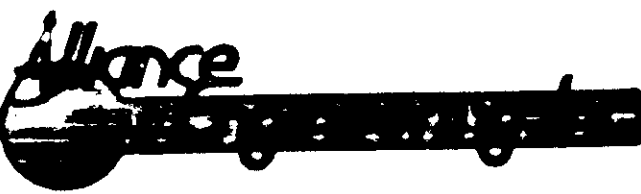


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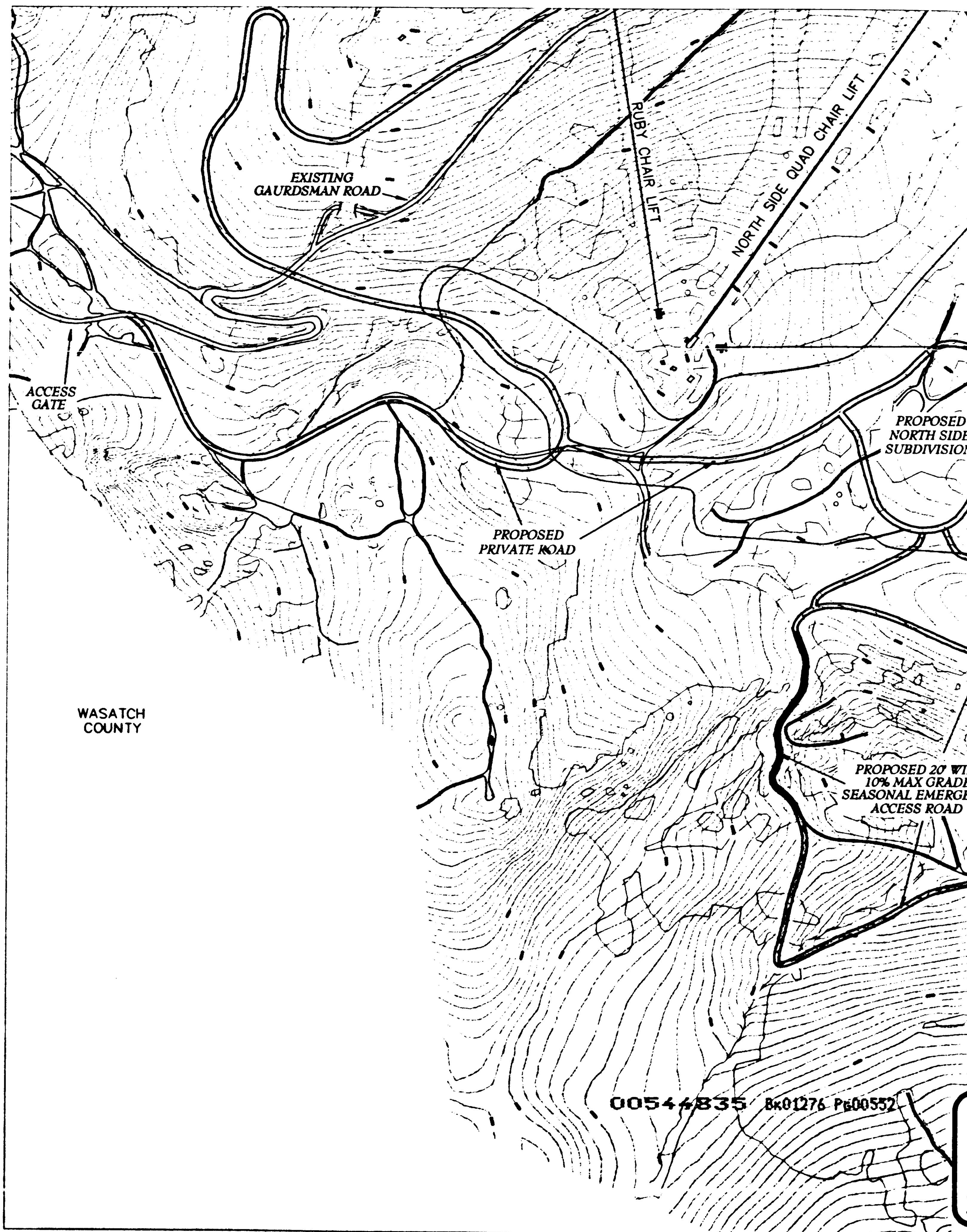


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|                                                                                                                                                                                                              |                                                    |                                                          |                      |                                                                                                                                                         |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|----------------------------------------------------------|----------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|
| <br>(435) 646-9467<br>CONSULTING ENGINEERS LAND PLANNERS SURVEYORS<br>353 Main Street P.O. Box 2004 Park City, Utah 84060 | REVISED:<br>9-1-98<br>1-13-99<br>4-13-99<br>6-9-99 | STAFF:<br>S. DECKERT<br>D. CARDWELL<br><br>DATE: 6-22-98 | PAGE<br>1<br>OF<br>1 | FLAGSTAFF MOUNTAIN RESORT<br>GAURDSMAN RE-ALIGNMENT<br>PROPOSED PUBLIC/PRIVATE ROADS<br>FOR: UPCMC<br>JOB NO.: 5-2-94<br>FILE: \UPCMC\OVERALL\0\ROAD-EX |
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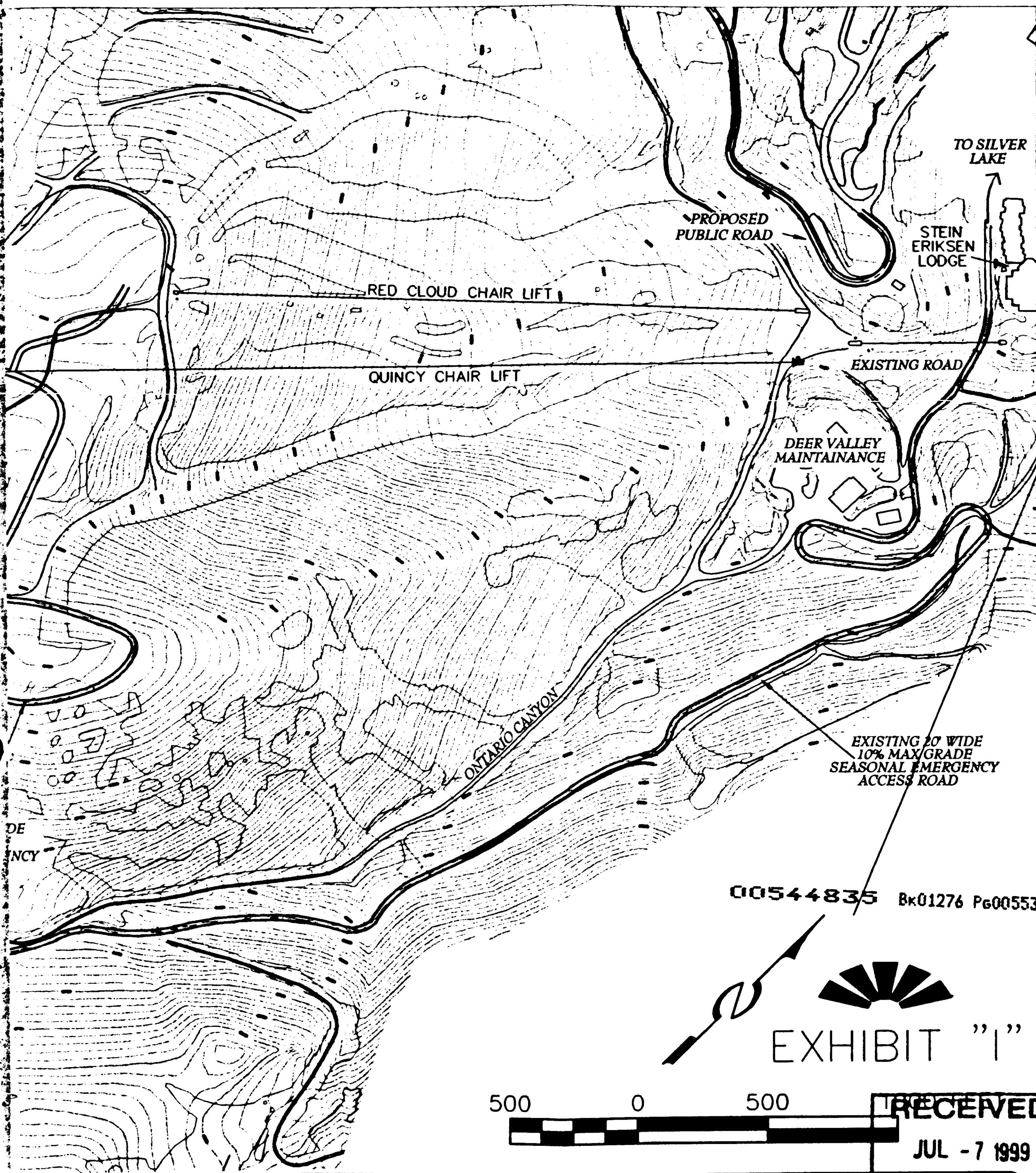




WASATCH  
COUNTY

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00544835 Bx01276 Pg00553



EXHIBIT "I"

500 0 500



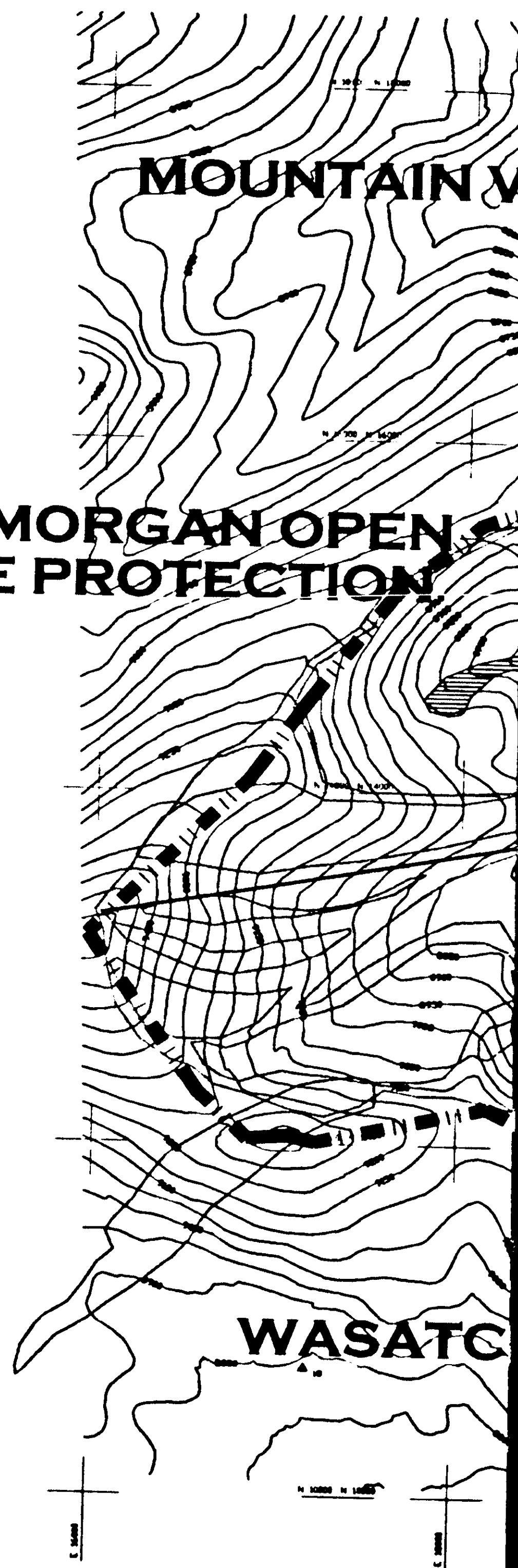
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| <p>(435) 648-9467</p> <p><b>Allance</b></p> <p>CONSULTING ENGINEERS LAND PLANNERS SURVEYORS</p> <p>323 Main Street P.O. Box 2884 Park City, Utah 84098</p> | <p>REVISED:</p> <p>9-1-98</p> <p>4-13-99</p> | <p>STAFF:</p> <p>S. DECKERT</p> <p>D. CARDWELL</p> <p>DATE: 6-22-98</p> | <p>PAGE</p> <p>1</p> <p>OF</p> <p>1</p> | <p>FLAGSTAFF MOUNTAIN <sup>PARK CITY</sup> <del>DEPT.</del></p> <p>PROPOSED SEASONAL</p> <p>EMERGENCY ACCESS ROAD</p> <p>FOR: UPCMC</p> <p>JOB NO.: 5-2-94</p> <p>FILE: \UPCMC\OVERALL\0\ROADS-EX2</p> |
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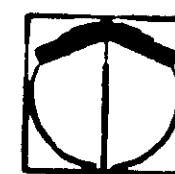


**LADY MORGAN OPEN  
SPACE PROTECTION**



00544835 Bk01276 Pg00554

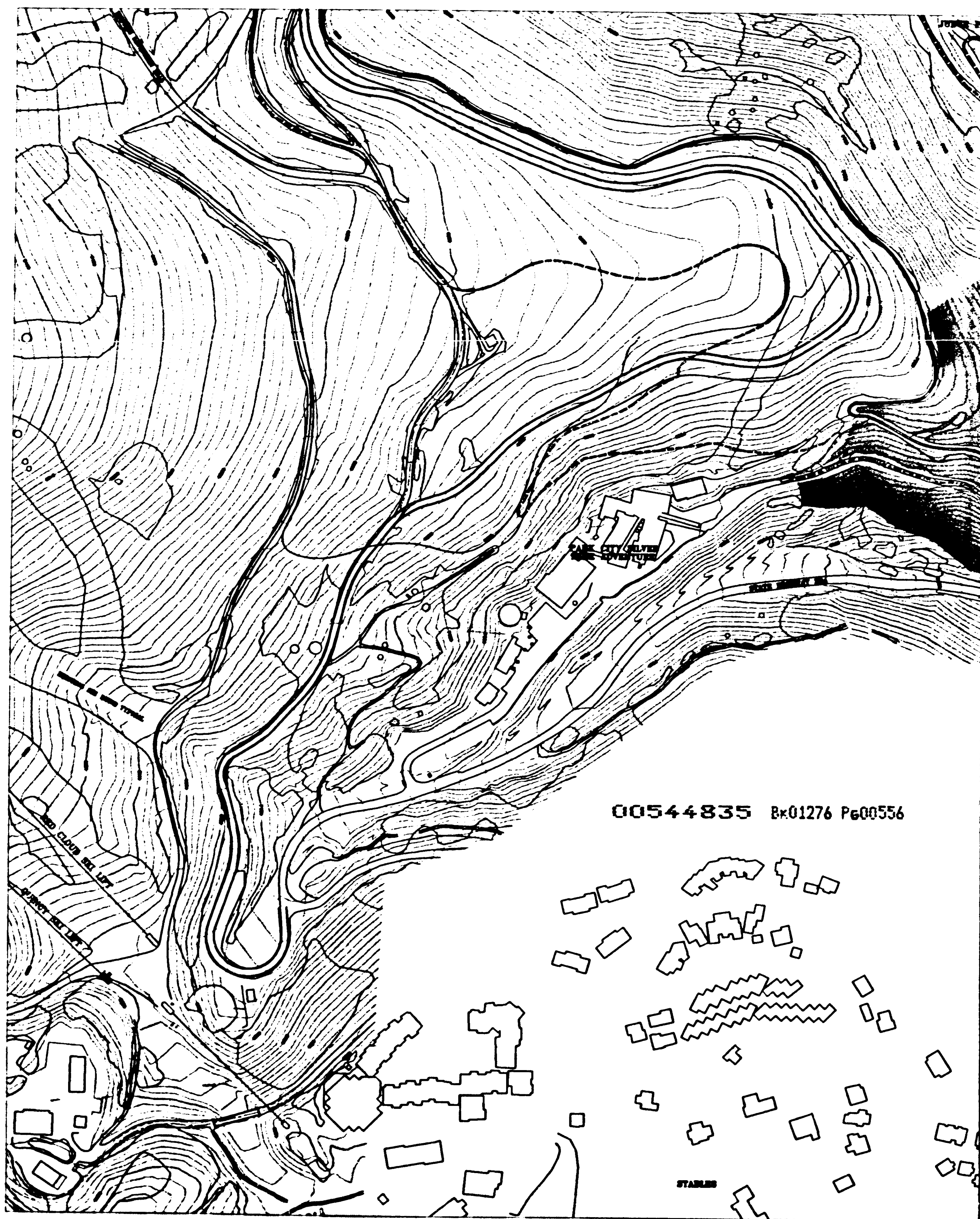
JUNE 1999



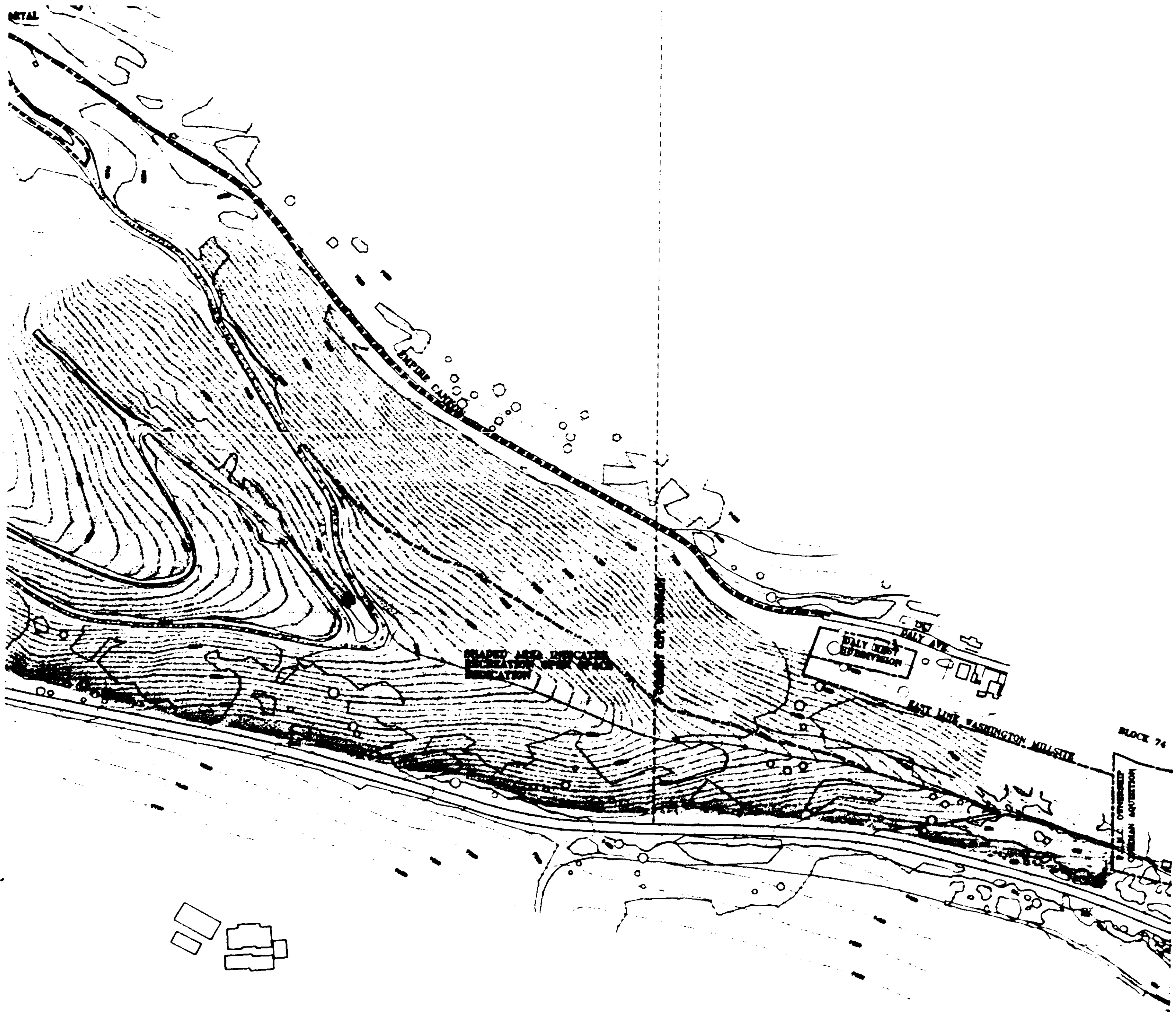






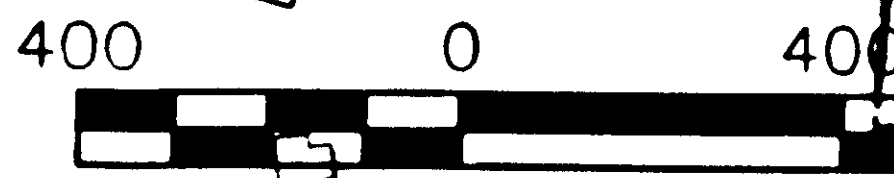
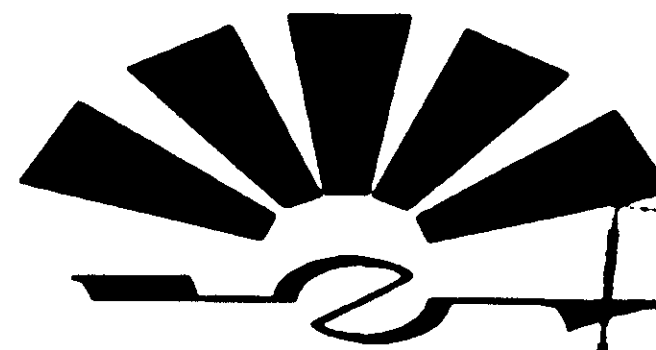






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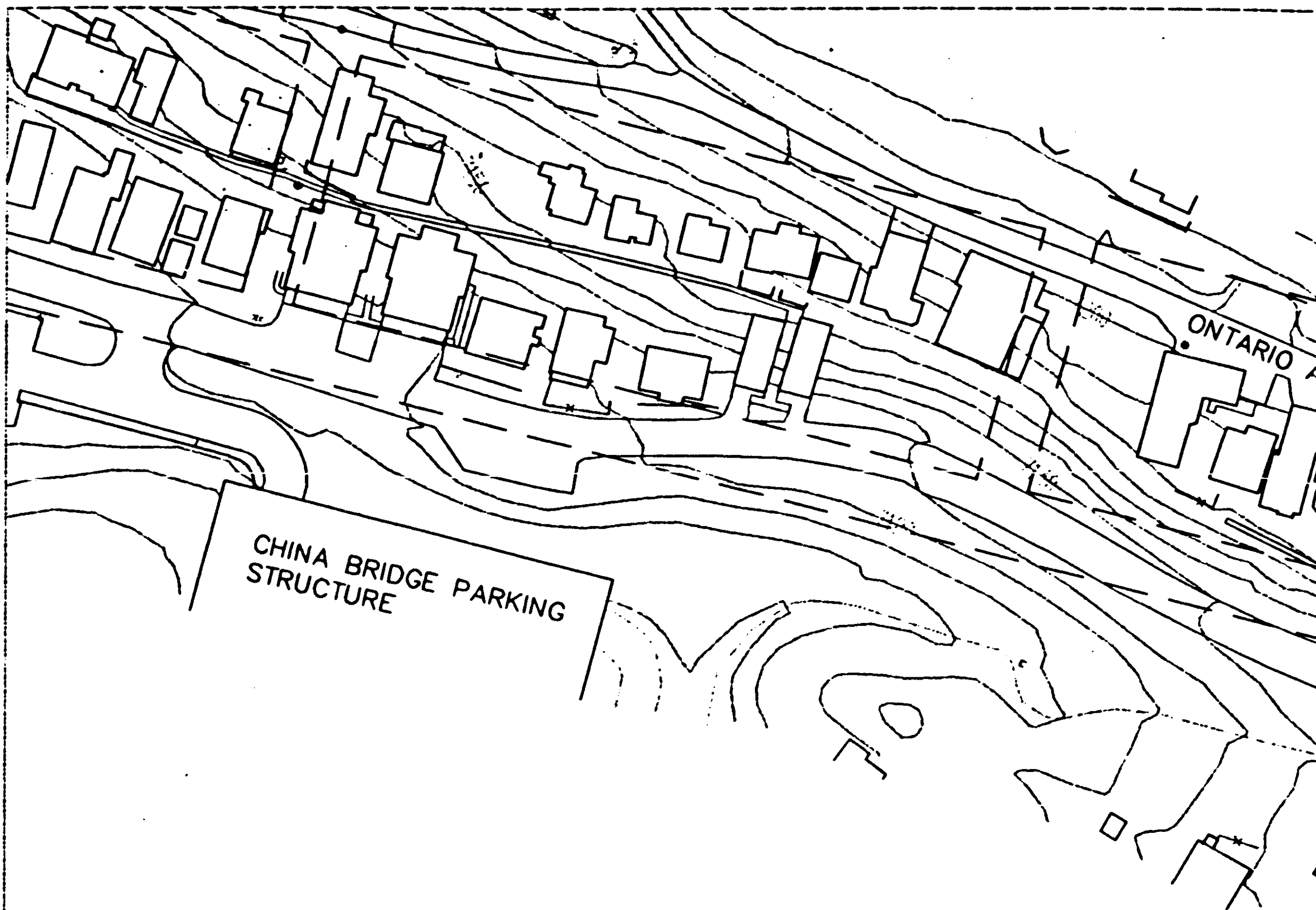
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| <br>CONSULTING ENGINEERS LAND PLANNERS SURVEYORS<br>223 Main Street P.O. Box 2204 Park City, Utah 84050 | (435) 640-9487<br><b>REVISED:</b><br>8-7-98<br>9-1-98<br>4-13-99 | <b>STAFF:</b><br>S. DECKERT<br>D. CARDWELL | PAGE 1<br>OF 1 | <b>FLAGSTAFF MOUNTAIN RESORT<br/>         PROSPECT RIDGE<br/>         RDS DEDICATION</b><br><b>FOR: UPCM</b><br><b>JOB NO.: 17-4-96</b><br><b>FILE: UPCM/D/SR-PRELM</b> |
|                                                                                                         | <b>DATE: 6-30-98</b>                                             |                                            |                |                                                                                                                                                                         |





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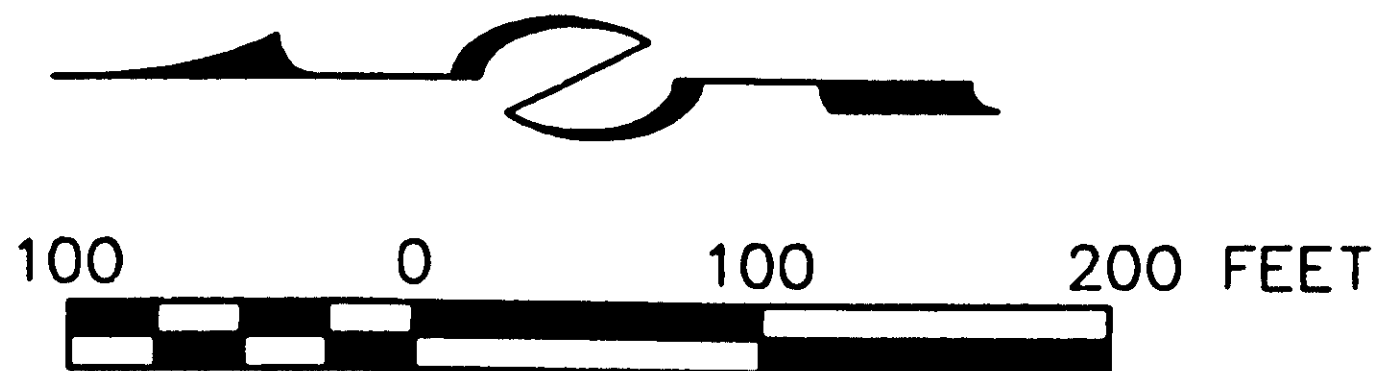
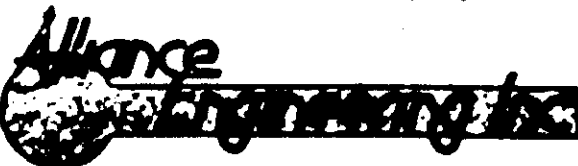


EXHIBIT "L"

|                                                                                                                                                                                                            |                                                  |                                                        |                                    |                                                                                                                                                                 |
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| <br><small>CONSULTING ENGINEERS LAND PLANNERS SURVEYORS<br/>303 Main Street P.O. Box 2004 Park City, Utah 84060</small> | <small>(435) 640-9467</small><br><b>REVISED:</b> | <b>STAFF:</b><br>S. DECKERT<br><br><b>DATE:</b> 9-1-98 | <b>PAGE</b><br>1<br><b>OF</b><br>1 | <b>FLAGSTAFF MOUNTAIN<br/>SAND RIDGE PARK<br/>HILLSIDE LAND</b><br><b>FOR: UNITED PARK CITY MINES</b><br><b>JOB NO.: 9-2-94</b><br><b>FILE: UPMC/D/SANDLAND</b> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|--------------------------------------------------------|------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|



VENUE

3rd STREET ROW

BLOCK 52

MARSAC AVENUE

MARSAC AVE ROW

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2nd STREET ROW

HILLSIDE AVENUE

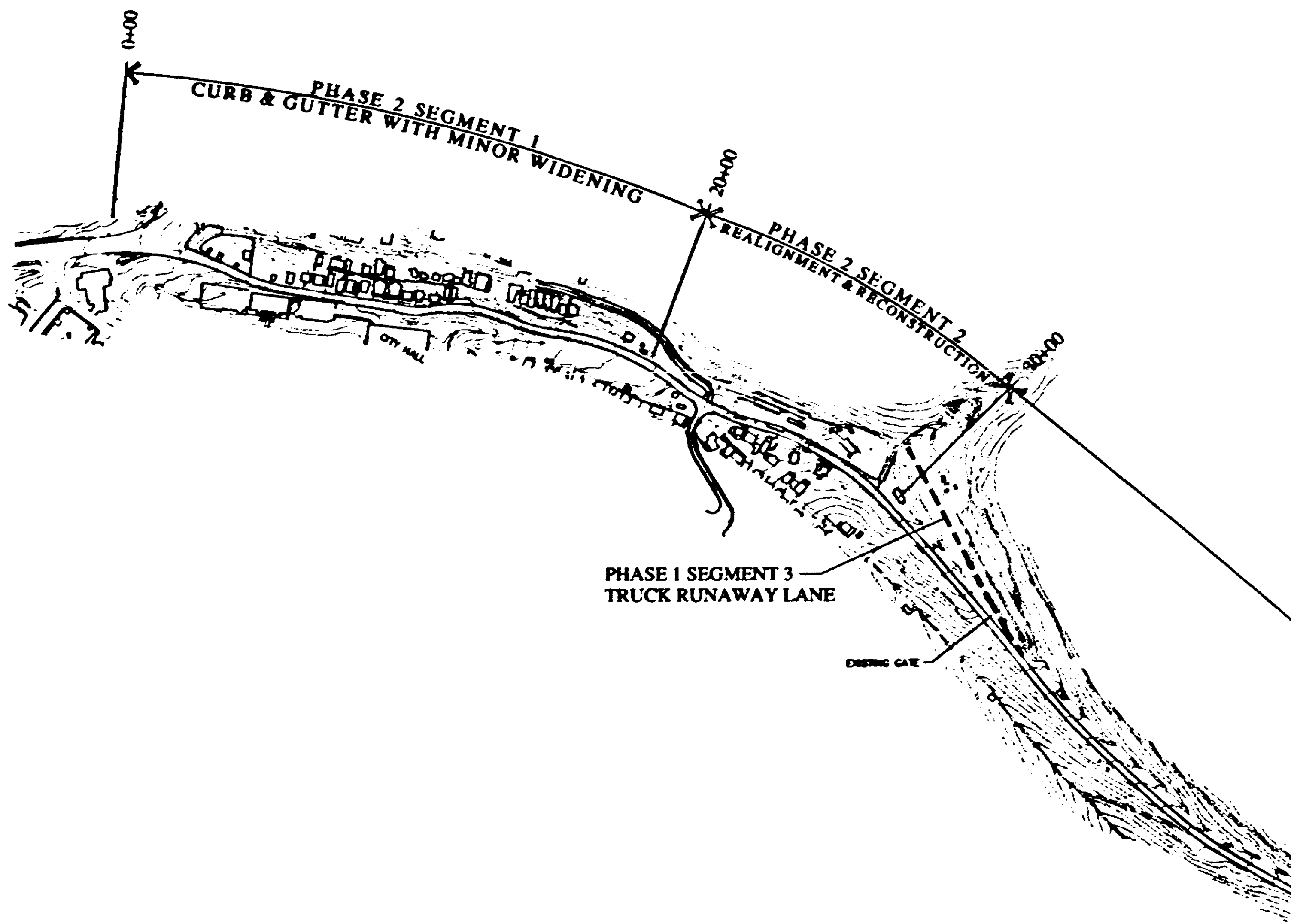
PROSPECT AVE

STATE RD. U-224

RESORT  
ING  
CO.

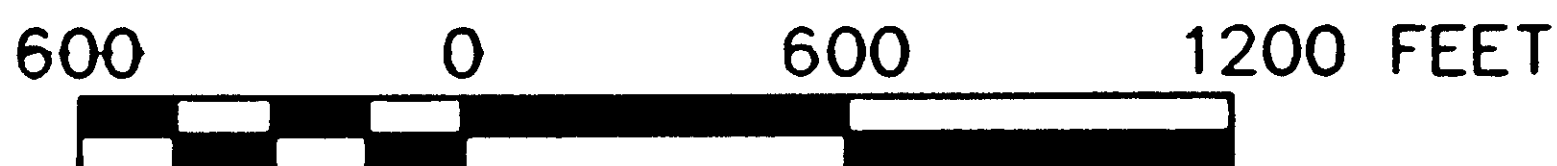


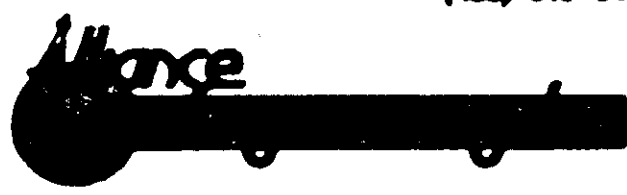




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## EXHIBIT "M"



|                                                                                                                                                                                                                           |          |                                    |           |                                                                                                                                                              |
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|  <p>(435) 640-9457</p> <p>CONSULTING ENGINEERS LAND PLANNERS SURVEYORS</p> <p>303 Main Street P.O. Box 2004 Fort Collins, CO 80501</p> | REVISED: | STAFF:<br>J. DEMKOWICZ<br>L. UMELY | PAGE<br>1 | <p>FLAGSTAFF MOUNTAIN RESORT<br/>STATE ROAD U-224<br/>ROAD RECONSTRUCTION PLAN</p> <p>FOR: UPCMC</p> <p>JOB NO.: 28-8-91<br/>FILE: UPCMC\OVERALL\0\RD400</p> |
|                                                                                                                                                                                                                           |          | DATE: 1/20/99                      | OF<br>1   |                                                                                                                                                              |



PHASE 1 SEGMENT 1  
MINOR WIDENING

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PHASE 1 SEGMENT 2  
RE-ALIGNMENT, PASSING LANE, GRADE REDUCTION

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# **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 UPCM, 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 UPCM, 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

\* \* \*

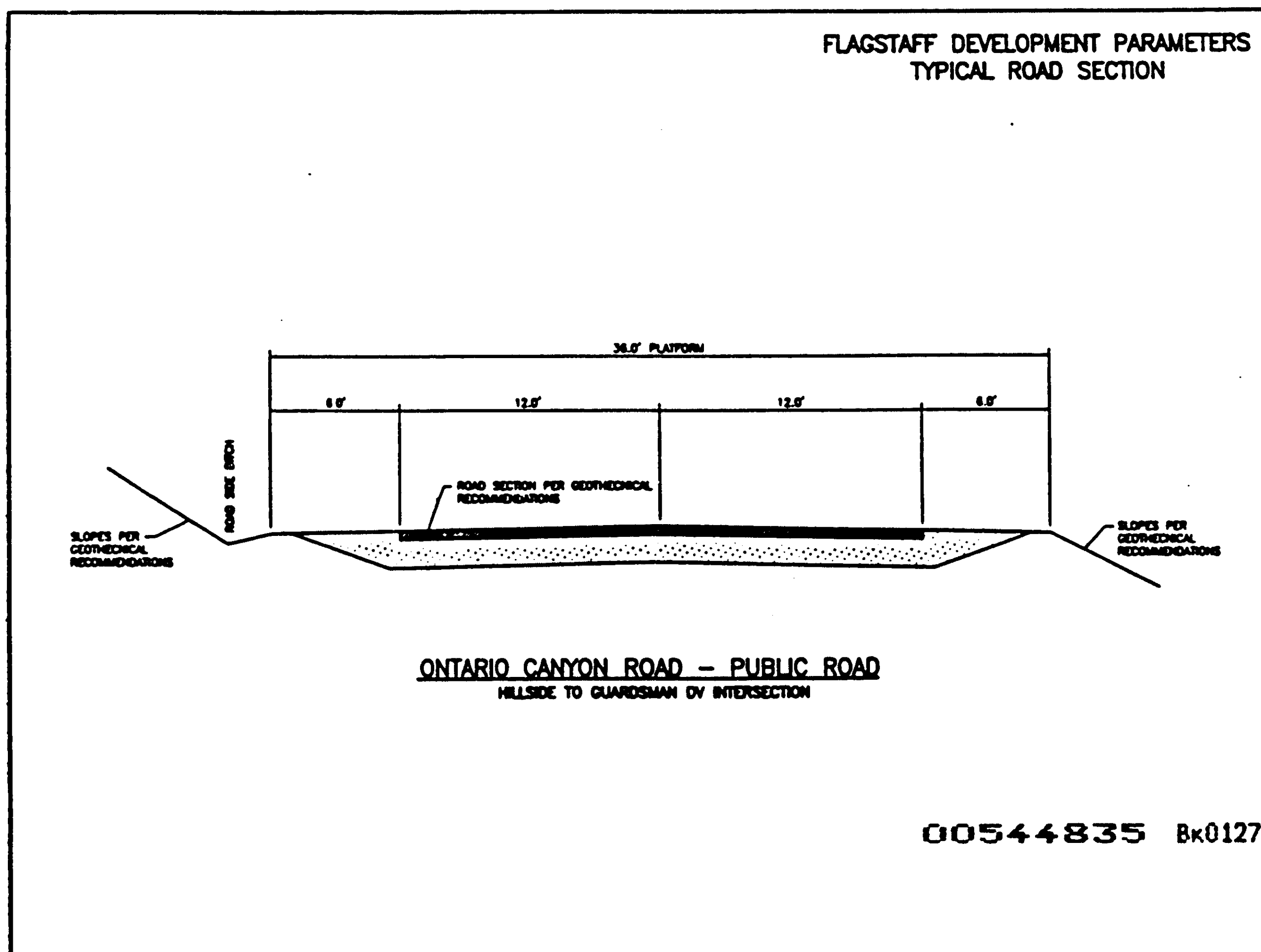
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## Phase I

### Segment 1- Station 30+00 to Station 70+00.

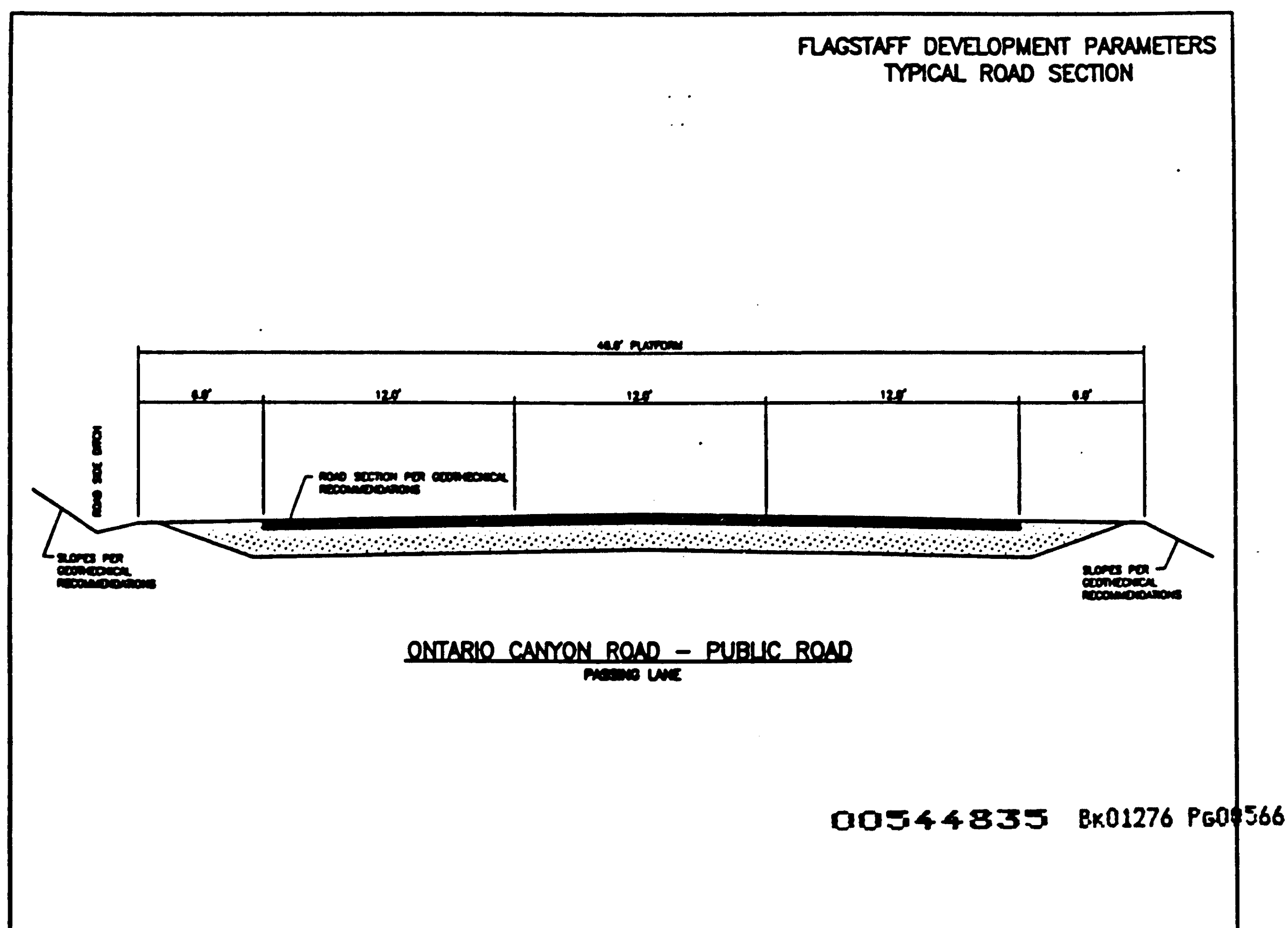
Segment 1 of Phase 1 extends from just below the sedimentation pond through to the beginning of the passing lane. The improvements to this section of road will generally follow the existing grading and alignment. The profile of the road is a 24' wide asphalt travel platform with six-foot shoulders on 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 land 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.

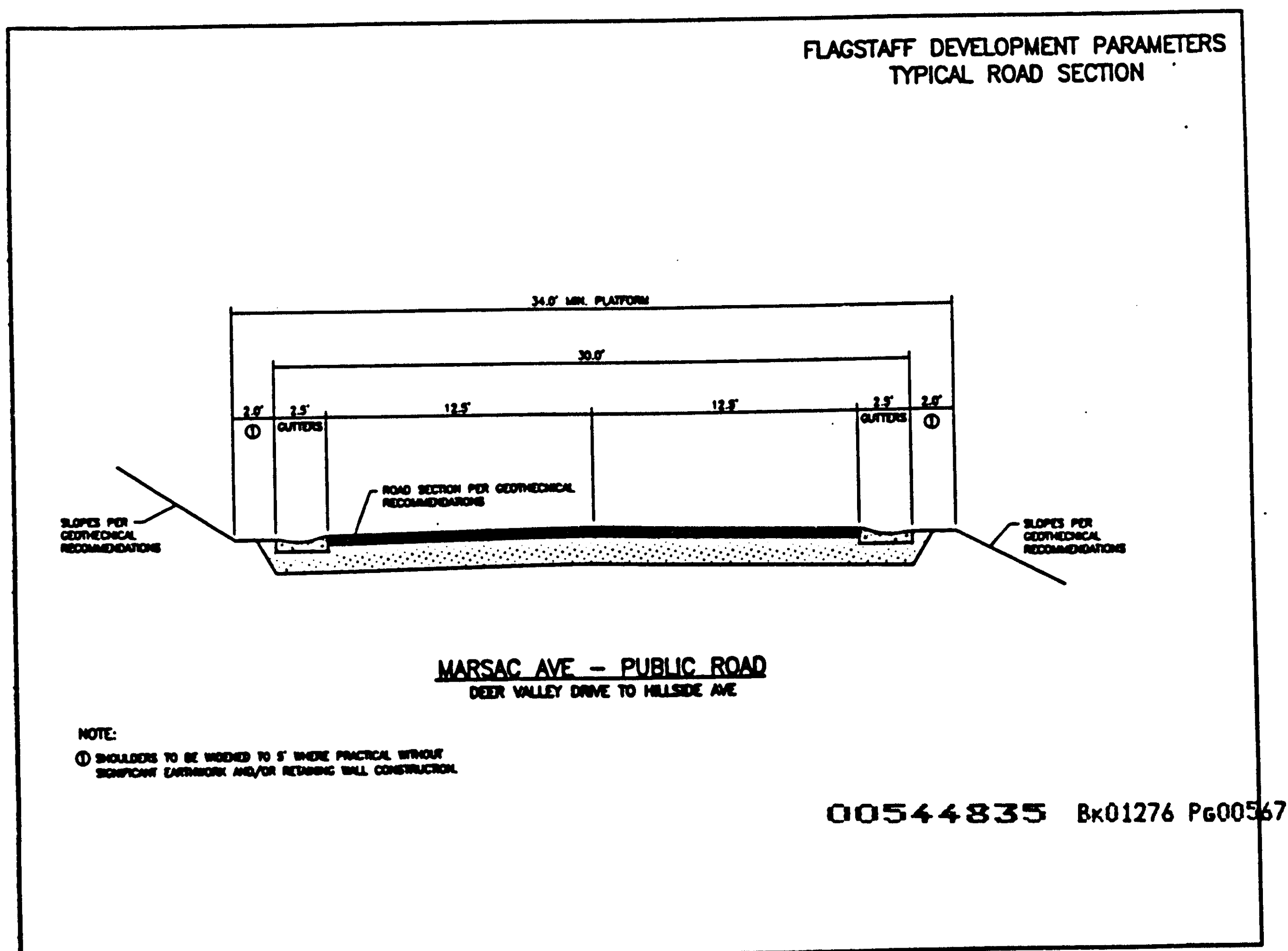




## Phase II

### Segment 1. Station 0+00 to Station 20 +00

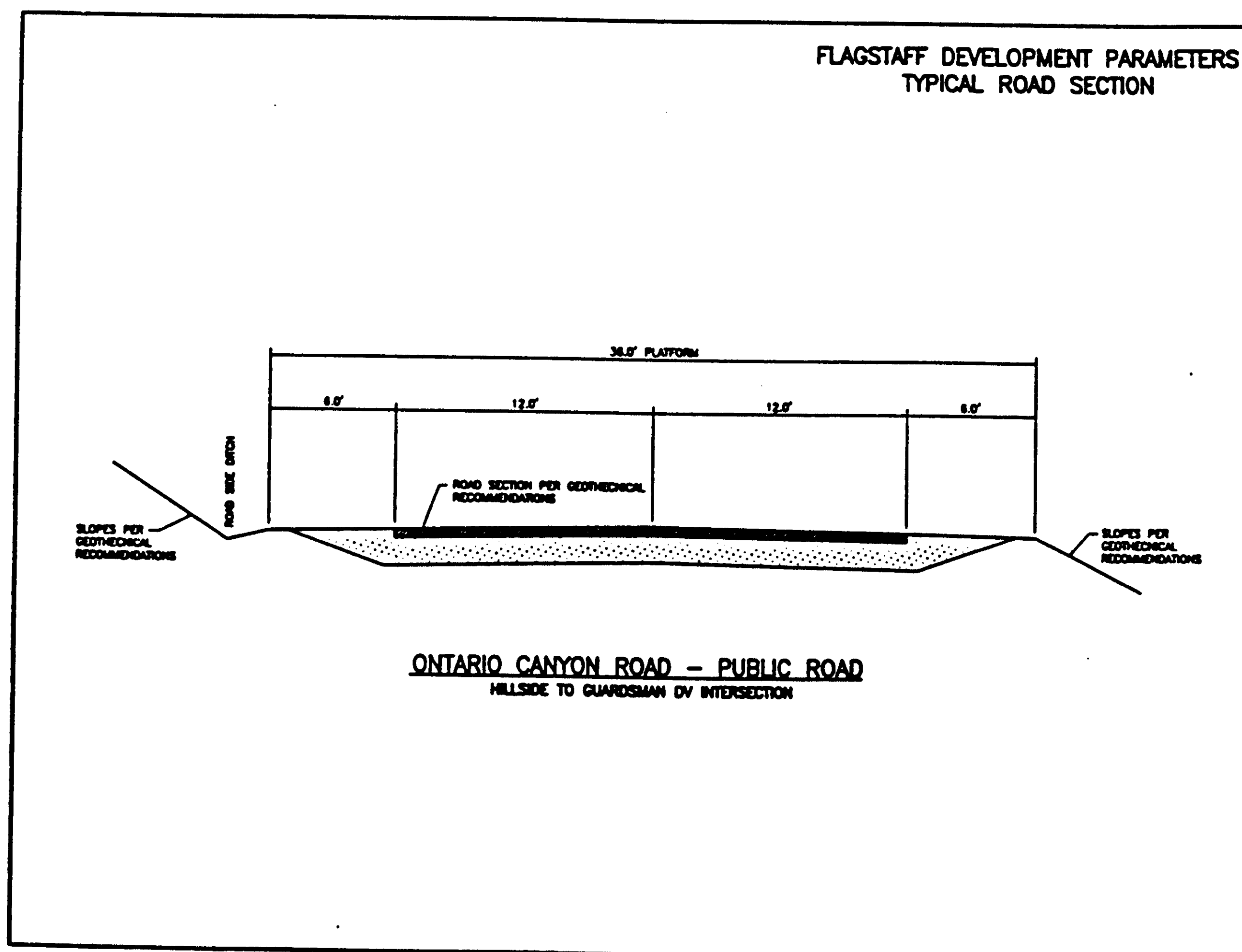
Segment 1 of Phase II extends from Deer Valley Drive and extends south to Hillside Avenue. General improvements to this section of road will be the installation of a 30' wide asphalt travel lane with 2' shoulders on either side. Curb and gutter will be installed along the entire length. General alignment 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 4<sup>th</sup> 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 4<sup>th</sup> Street parking facility and above the Hillside intersection. Curb and gutter will be installed along the length of the improvements.

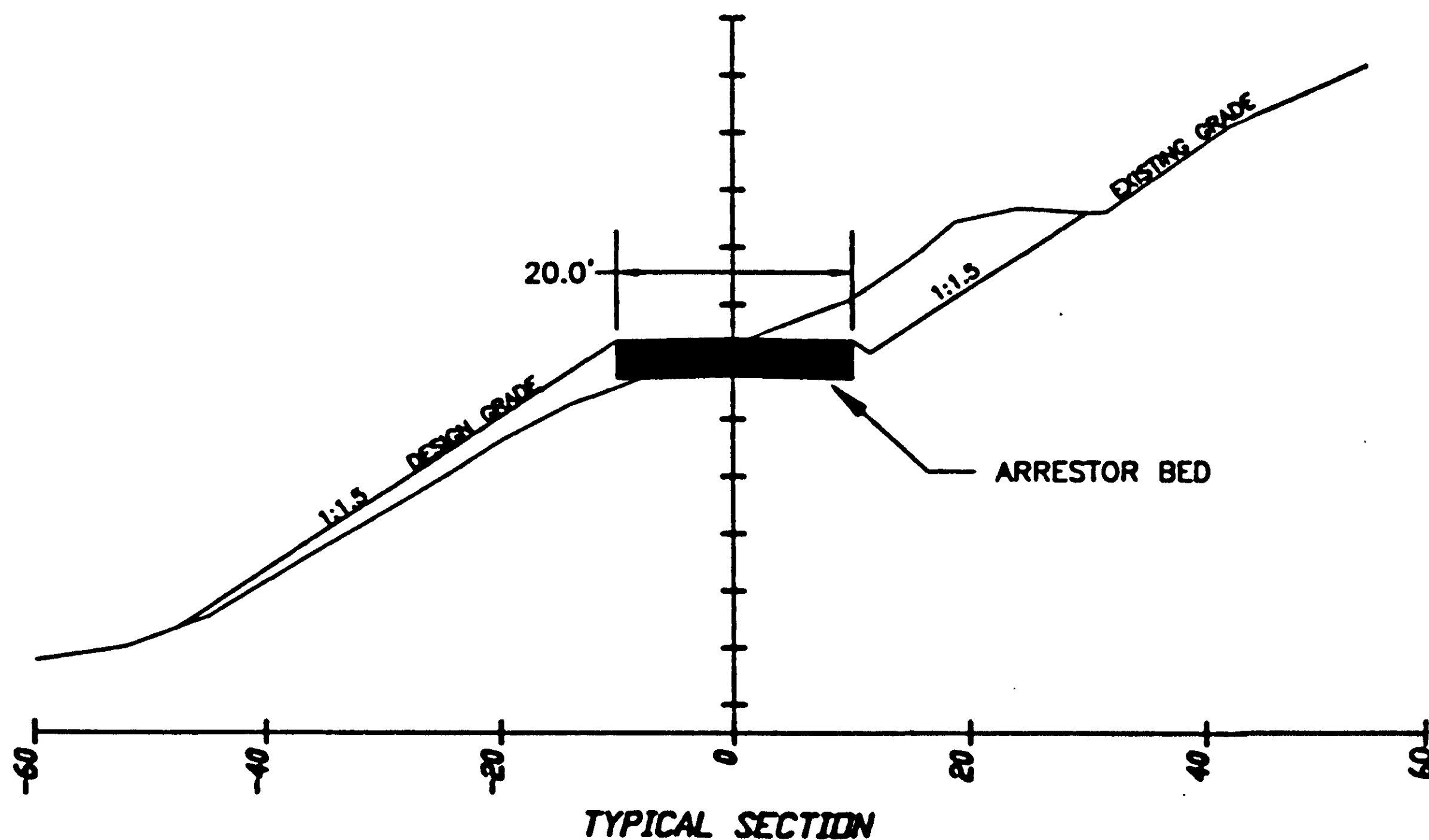


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**Segment 3- Runaway Truck Lane at Station 30+00.**

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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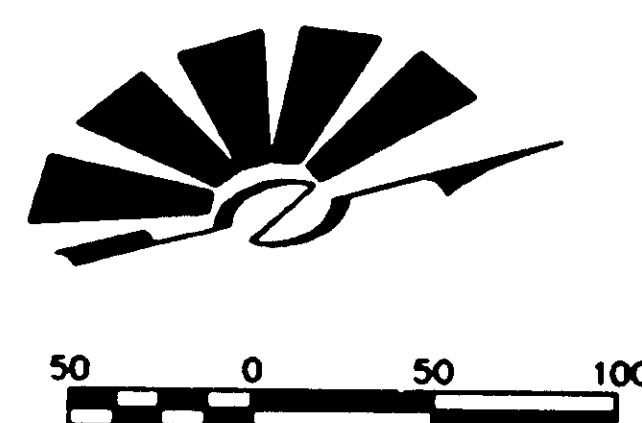
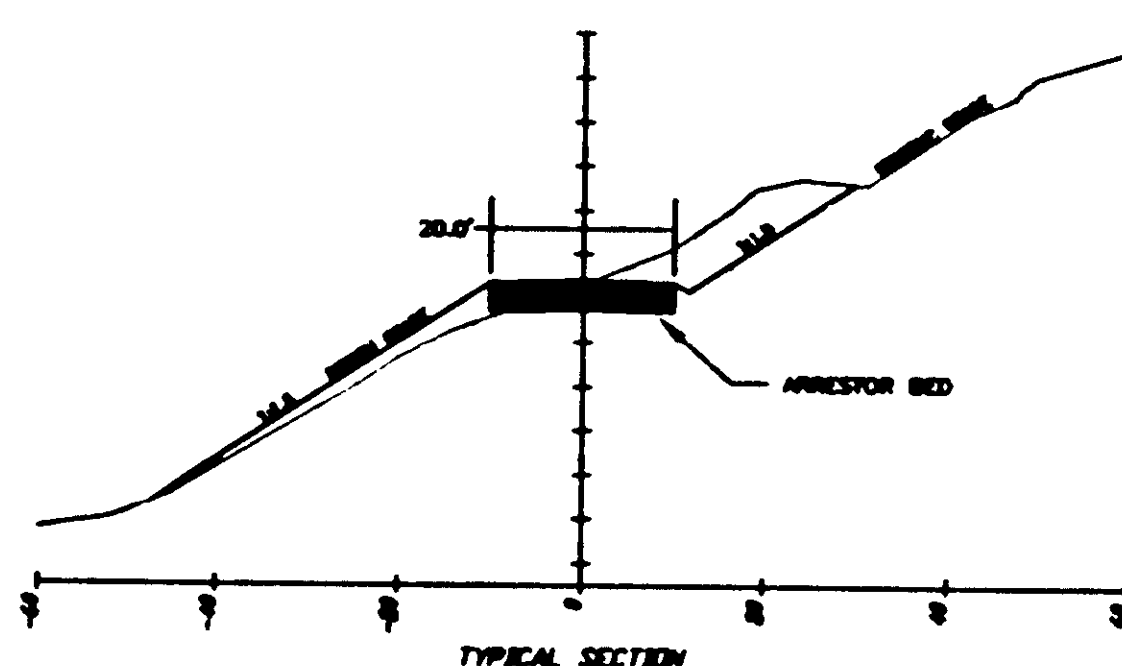
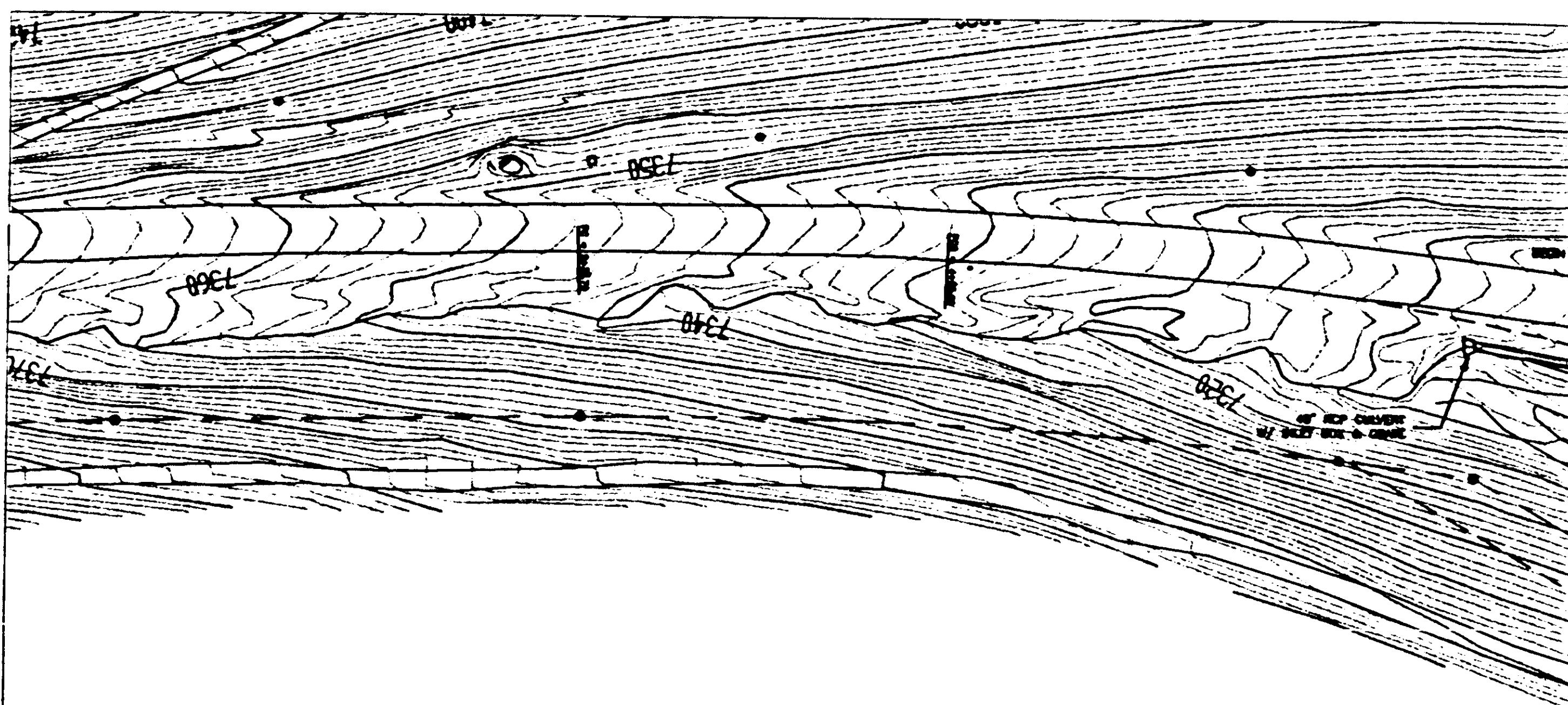
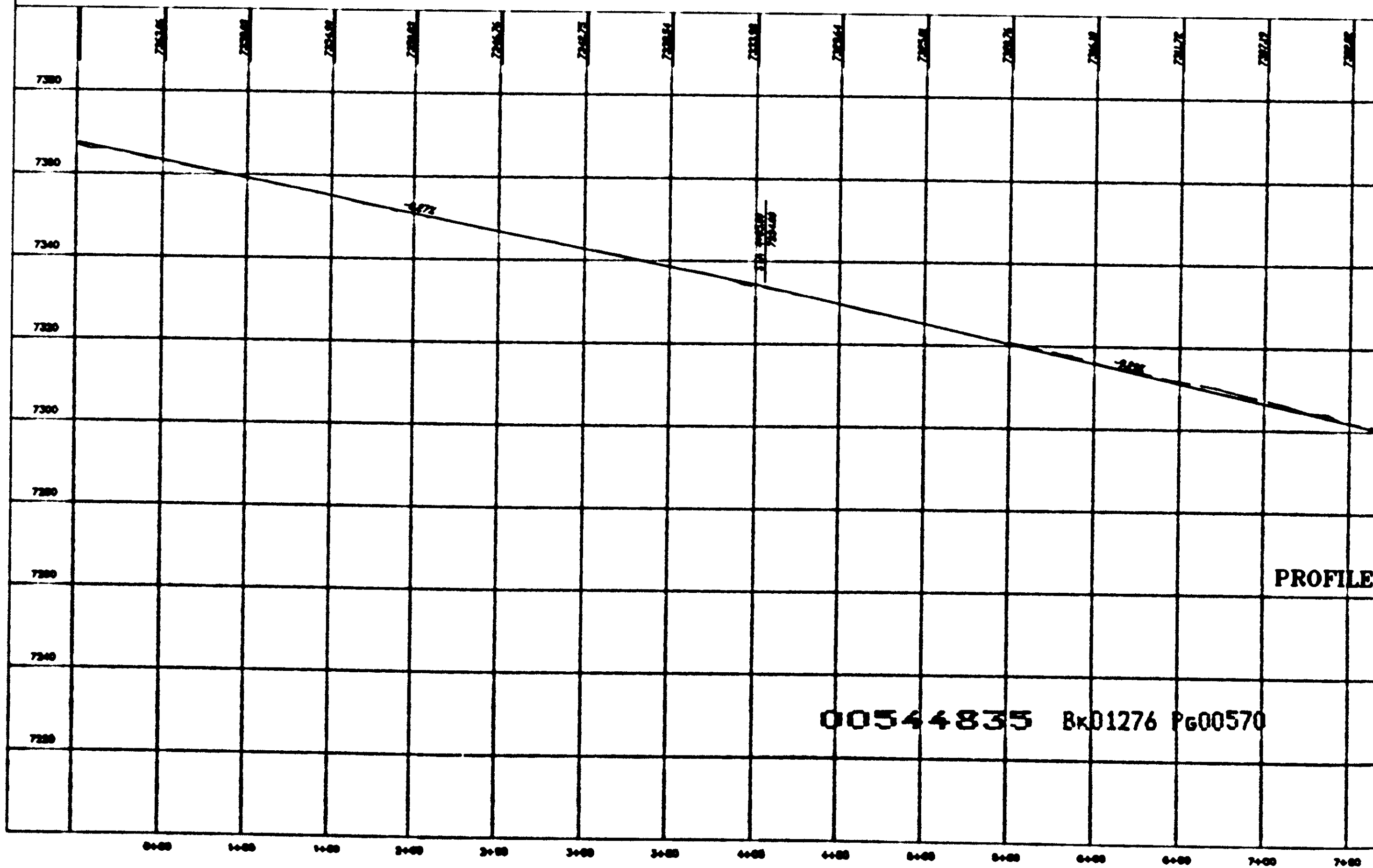


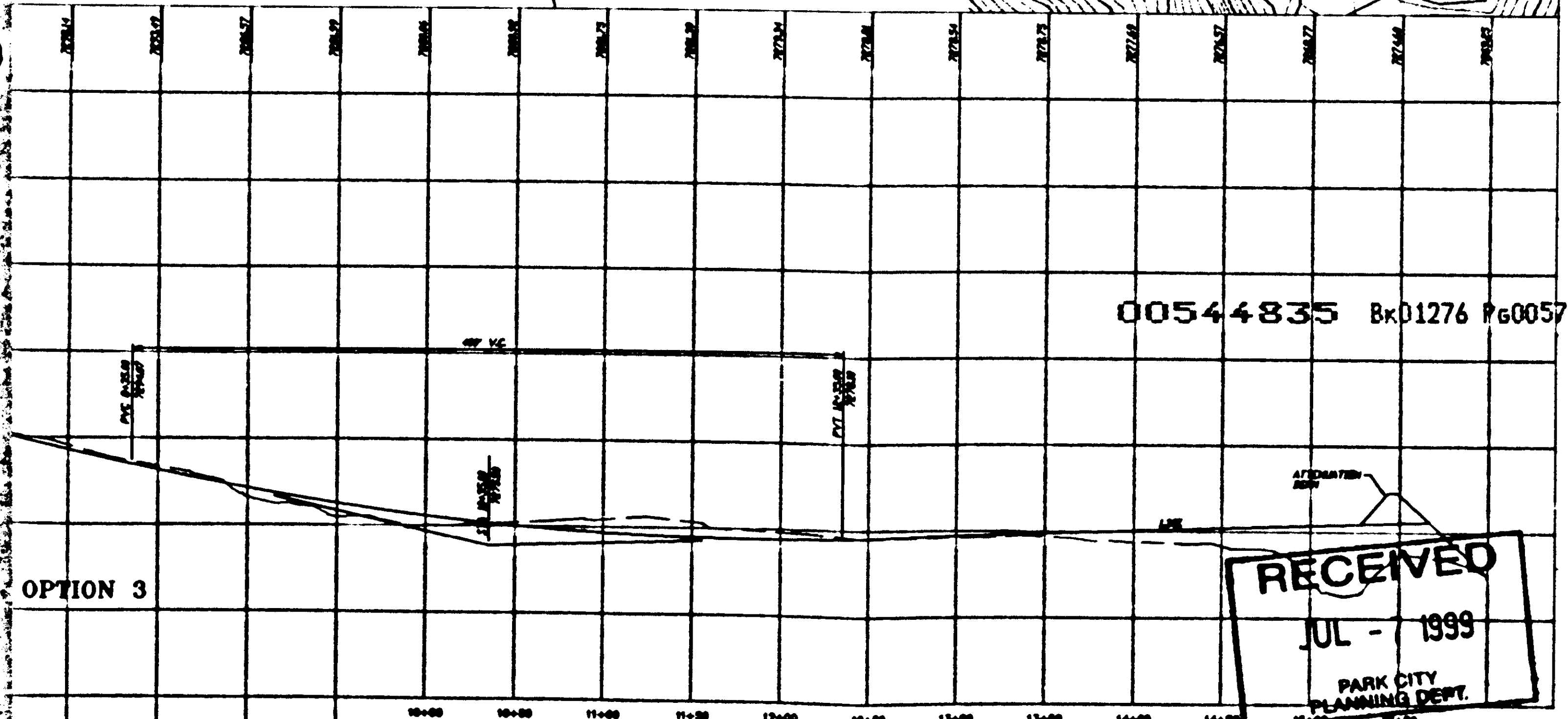
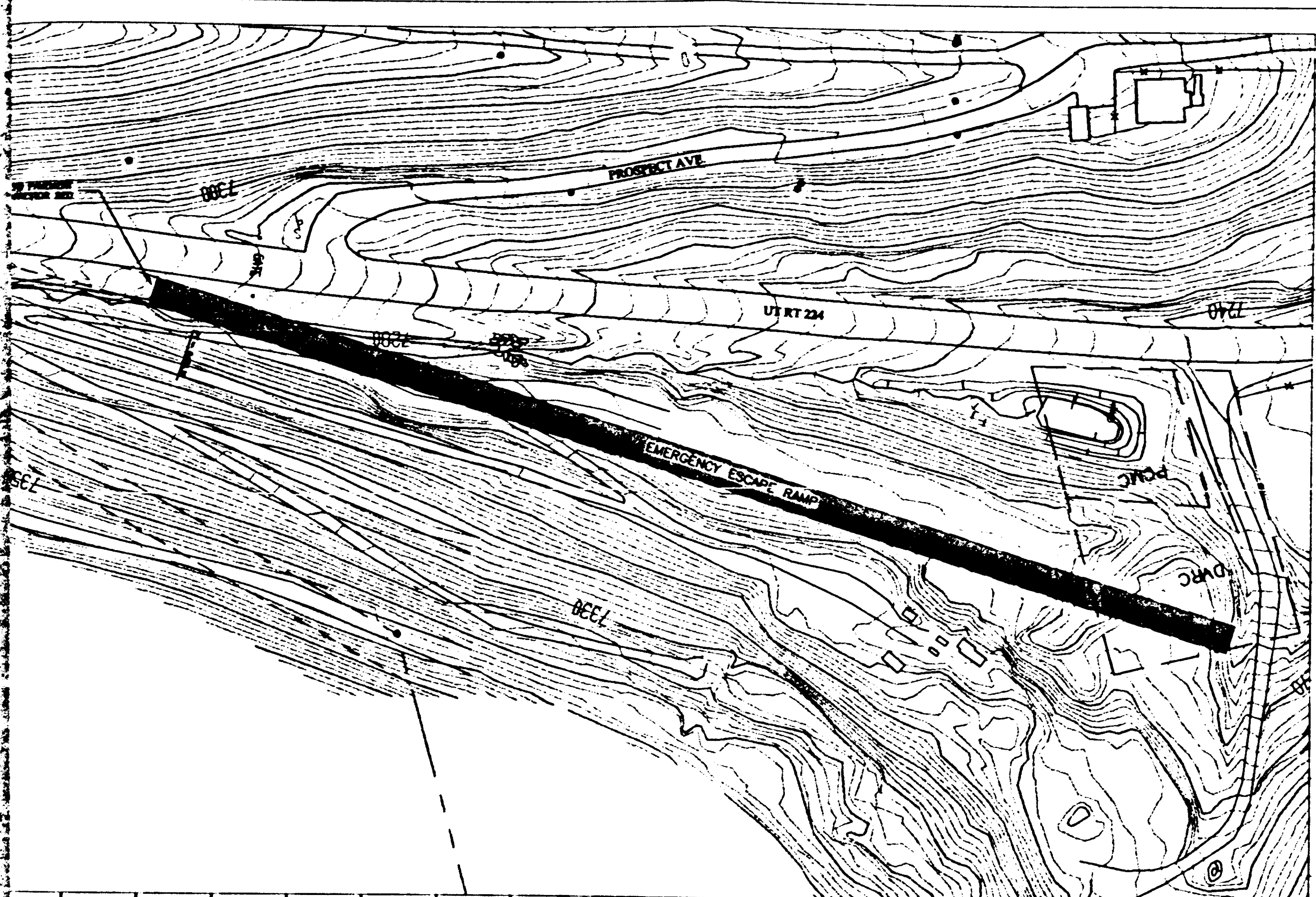
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PROFILE

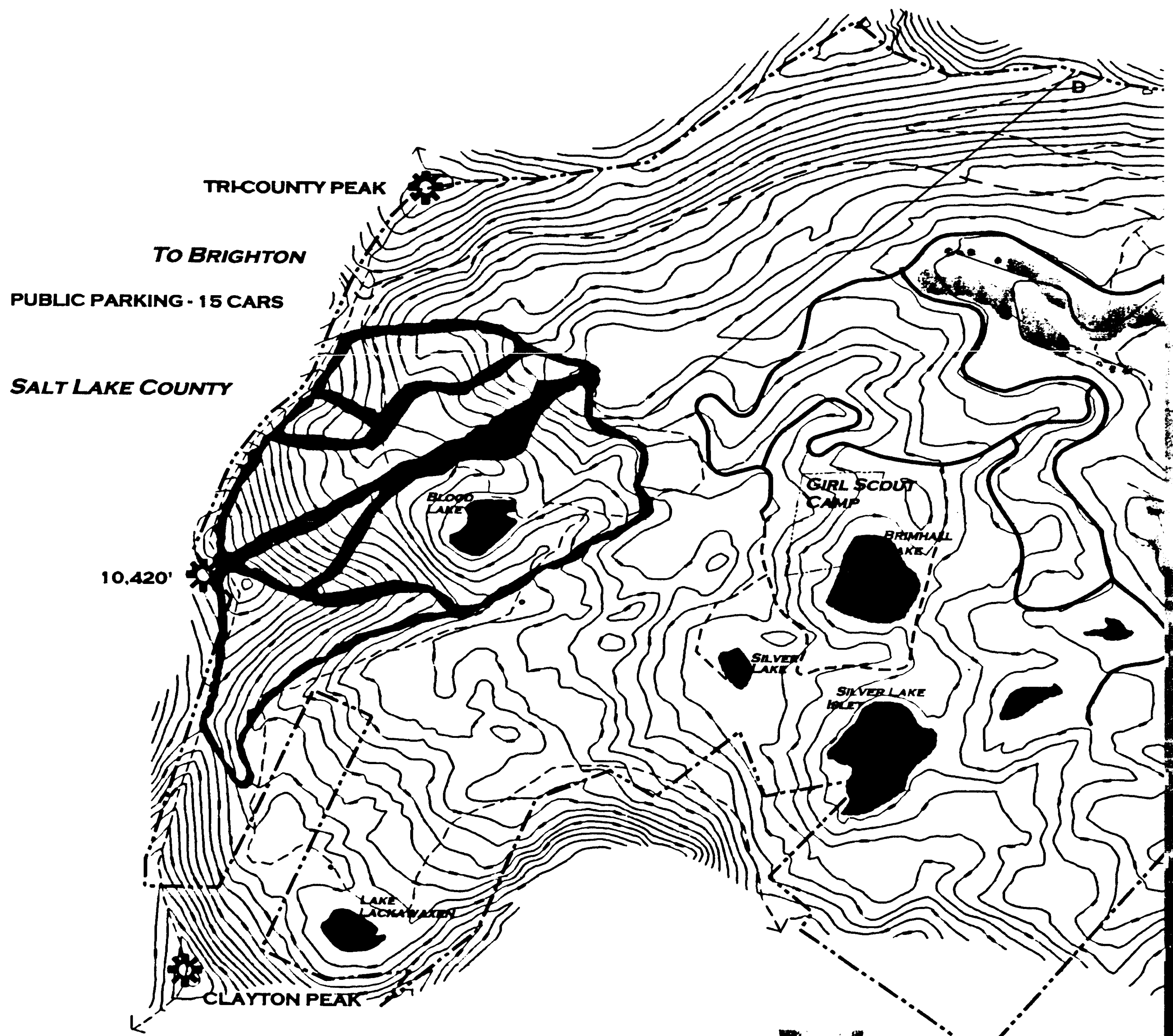
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|  | (435) 640-0407<br>REVISED: | STAFF:<br>R. MAMANN | PAGE<br>1<br>OF<br>1 | <b>EMERGENCY ESCAPE RAMP<br/>PLAN &amp; PROFILE</b><br><br>FOR: U.P.C.M.C.<br>JOB NO.: 22-2-91<br>FILE: \UPCMC\E-007 |
|  | DATE: 4/20/99              |                     |                      |                                                                                                                      |





JUNE 1999



## BONANZA MOUNTAIN

WASATCH COUNTY, UTAH

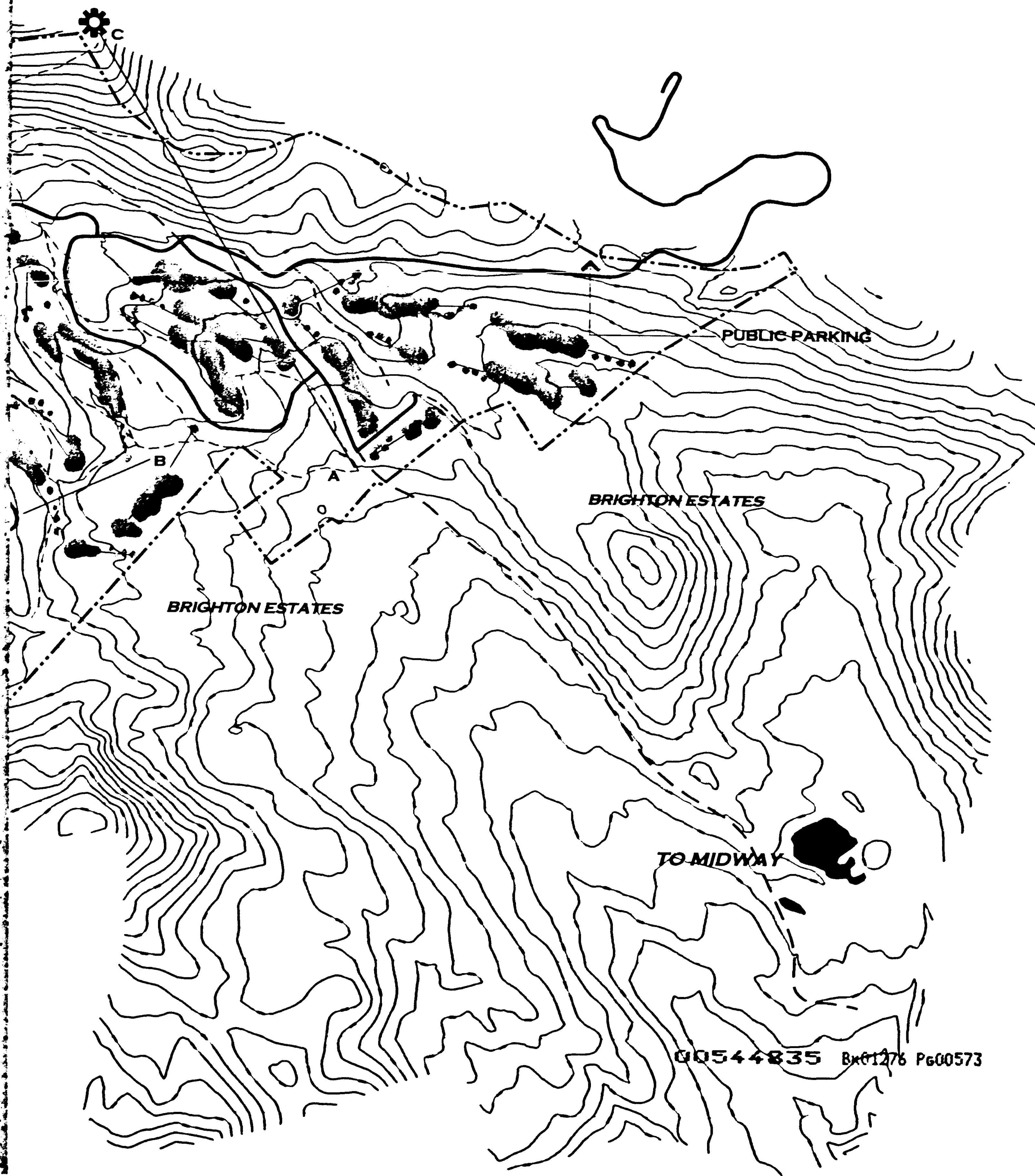
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PREPARED FOR:  
UNITED PARK CITY MINES COMPANY  
P. O. BOX 1499  
PARK CITY, UTAH 84302  
(801) 625-5511

DRAWN BY:  
JOSEPHSON DESIGN  
P.O. BOX 1789  
PARK CITY, UTAH 84302  
(801) 627-7744

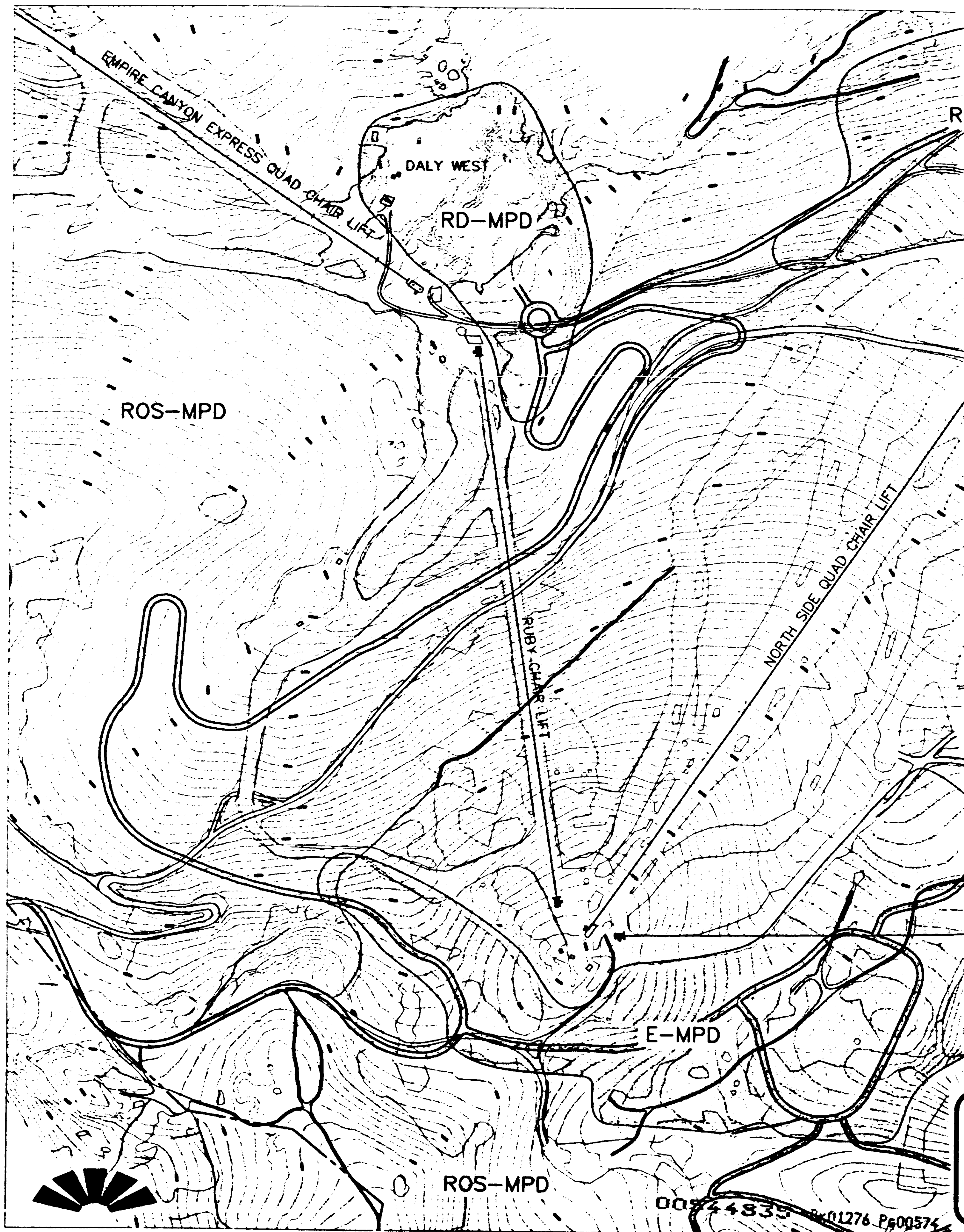
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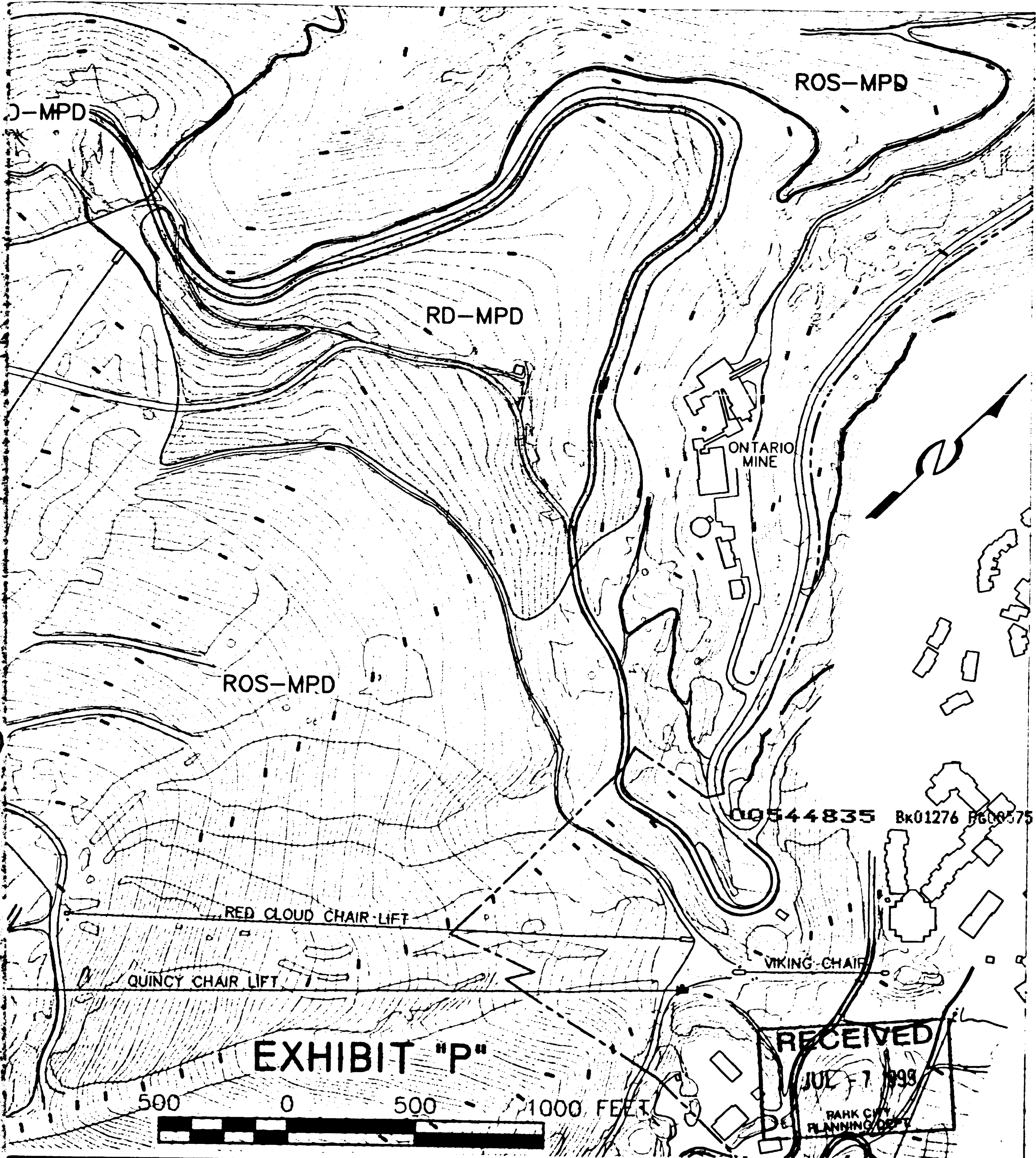
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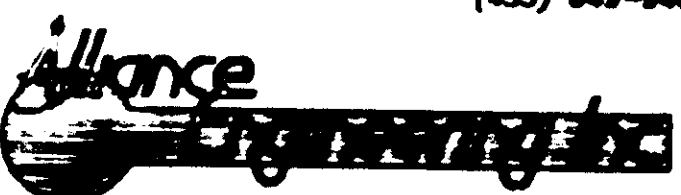




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|                                                                                                                                                                                             |                |          |                                     |                                                              |                                                               |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|----------|-------------------------------------|--------------------------------------------------------------|---------------------------------------------------------------|
| <br>CONSULTING ENGINEERS LAND PLANNERS SURVEYORS<br>1023 Main Street P.O. Box 2004 Park City, Utah 84060 | (435) 648-8467 | REVISED: | STAFF:<br>S. DECKERT<br>D. CARDWELL | PAGE<br>1<br>OF<br>1                                         | FLAGSTAFF MOUNTAIN RESORT<br>DEVELOPMENT PODS<br>"ZONING MAP" |
|                                                                                                                                                                                             |                |          | DATE: 6-9-99                        | FOR: UPCMC<br>JOB NO.: 5-2-94<br>FILE: \UPCMC\OVERALL\ZONING |                                                               |

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

Ordinance No. 07-10

**AN ORDINANCE APPROVING THE UNITED PARK CITY MINES COMPANY AND  
ROYAL STREET LAND COMPANY ANNEXATION OF LANDS AT PCMR AND  
APPROVING AN AMENDMENT TO THE PARK CITY ZONING MAP TO PLACE THE  
LANDS AT PCMR INTO THE RECREATION OPEN SPACE (ROS) ZONING  
DISTRICT AND APPROVING AMENDMENTS TO THE FLAGSTAFF MOUNTAIN  
DEVELOPMENT AGREEMENT, PARK CITY, UTAH.**

WHEREAS, the owners of 2,800 acres of property located in unincorporated Summit County have petitioned the City Council for approval of the Annexation of Lands at PCMR into the City limits, an amendment to the current City Zoning Map and an amendment to the Flagstaff Mountain Development Agreement; and

WHEREAS, the proposed annexation is approximately 2,800 acres in size; and

WHEREAS, the zoning for the 2,800 acres will be Recreation Open Space (ROS) and zoning for the 139 acres currently within the City will also be Recreation Open Space (ROS); and

WHEREAS, the property was properly noticed and posted according to the requirements of the Land Management Code; and

WHEREAS, proper legal notice was sent to all affected property owners; and

WHEREAS, the Planning Commission held a public hearing on December 13, 2006, to receive input on the Annexation of Lands PCMR, the amendment to the Park City Zoning Map, and the amended Flagstaff Development Agreement; and

WHEREAS, the Planning Commission, on December 13, 2006, forwarded a positive recommendation to the City Council; and,

WHEREAS, on December 21, 2006, January 11 and February 1, 2007, the City Council held public hearings to receive input on the Annexation of Lands PCMR, the amendment to the Park City Zoning Map, and the amended Flagstaff Development Agreement; and

WHEREAS, on February 1, 2007, the City Council approved the Annexation of Lands at PCMR, an amendment to the Park City Zoning Map and amendments to the Flagstaff Mountain Development Agreement; and

WHEREAS, it is in the best interest of Park City, Utah to approve the Annexation of Lands at PCMR, amendments to the Park City Zoning Map, and amendments to the Flagstaff Mountain Development Agreement.

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

**RECORDER'S NOTE**

LEGIBILITY OF WRITING, TYPING OR  
PRINTING UNSATISFACTORY IN THIS  
DOCUMENT WHEN RECEIVED.

**ENTRY NO. 00806099**

03/02/2007 02:42:50 PM B: 1850 P: 1794  
Ordinance PAGE 1 / 103  
ALAN SPRIGGS, SUMMIT COUNTY RECORDER  
FEE \$ 0.00 BY PARK CITY MUNICIPAL CORP





follows:

**SECTION 1. APPROVAL.** The above recitals are hereby incorporated as findings of fact. The Annexation of Lands at PCMR and amendment to the Park City Zoning Map as shown in Exhibit A is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The property is located within unincorporated Summit County and contains approximately 2,800 acres to be annexed into Park City.
2. Royal Street Land Company owns a 236 acre parcel within the annexation area known as the Shadow Lake parcel. The rest of the annexation area is owned by United Park City Mines Company.
3. The current county zoning is Mountain Remote.
4. As part of the annexation petition the petitioner has requested Recreation Open Space (ROS) zoning for the entire 2,800 acre parcel and an additional 139 acre parcel currently within the City Limits and zoned Estate (E).
5. The proposed land uses are consistent with the purpose statements of the proposed zoning district. The applicants have volunteered to restrict all residential and commercial lodging by transferring all potential density to an existing development area within the Flagstaff Mountain annexation area. These restrictions are reflected in the annexation agreement.
6. Preliminary site analysis demonstrates existence of sensitive lands on the property. Therefore, the proposed SLO zoning is appropriate.
7. The proposed annexation meets the purposes stated in the Annexation Policy Plan, in that this annexation contributes to the achievement of the goals and policies of the Park City General Plan and further protects the general interests and character of Park City by including several historic mining era structures within the Park City boundary, and provides 2,800 acres of open space and ski resort related uses.
8. The annexation will bring the property into the Park City Municipal Corporation boundary and enable services to be provided to the Property, such as police and water, which are more easily accessible from the City than the County.
9. Annexation of this parcel will not create an island, peninsula, or irregular city boundary. The annexation is a logical extension of the City Boundary.
10. This property is located within the Park City Annexation Expansion Area, adopted by the City Council in 2003.
11. Provision of municipal services for this property is more efficiently provided by Park City than by Summit County.
12. Areas of wetlands, visible ridges, and steep slopes have been identified on the property. It is reasonable to include this property within the Sensitive Lands Overlay Zone.
13. It is reasonable and logical to provide municipal level services to this property adjacent to the western boundary of Park City. The annexation provides an open space buffer between Park City and the proposed boundary to the west.
14. The application is subject to the City's Affordable Housing Resolution 17-99 in



that residential density is being transferred to another location in the City. Affordable Housing is being provided under the current requirements of the Flagstaff Mountain Development Agreement, as amended.

15. The findings in the Analysis section of the staff report dated February 1, 2007, are incorporated herein.

Conclusions of Law:

1. The Zoning Map amendment is consistent with the Park City Land Management Code and General Plan.
2. Approval of the Annexation and Zoning Map amendment does not adversely affect the health, safety and welfare of the citizens of Park City.
3. This annexation meets the standards for annexation set forth in Title 10, Chapter 2 of the Utah Code, the Park City General Plan, and Land Management Code--Chapter 8: Annexation.

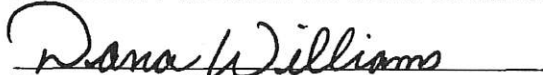
Conditions of Approval:

1. The Official Zoning Map shall be amended to include the UPCM Annexation of Lands at PCMR property within the Recreation Open Space (ROS) District and within the Sensitive Lands Overlay (SLO) Zone.
2. The Official Zoning Map shall be amended to change the 139 acre parcel within the Park City limits currently zoned Estate (E) to Recreation Open Space (ROS).
3. The annexation agreement shall be substantially the same as Exhibit B, in a form approved by the City Attorney, and fully executed and recorded with the Annexation Plat.
4. The Flagstaff Mountain Development Agreement shall be substantially the same as Exhibit C, in a form approved by the City Attorney, and fully executed and recorded with the Annexation Plat.
5. The Deed Restriction and Conservation Easement for the Annexed Lands shall be substantially the same as Exhibit D, in a form approved by the City Attorney, and fully executed and recorded with the Annexation Plat.

**SECTION 2. EFFECTIVE DATE.** This Ordinance shall be effective upon publication and the Annexation shall be effective upon recordation and filing of this Ordinance and annexation plat pursuant to the Utah Code Annotated Section 10-2-425, and with the execution of the Amended Flagstaff Development Agreement and UPCM Lands at PCMR Annexation Agreement.

PASSED AND ADOPTED this 1<sup>st</sup> day of February, 2007.

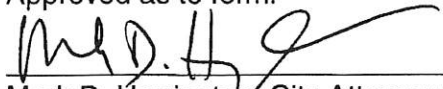
PARK CITY MUNICIPAL CORPORATION

  
Mayor Dana Williams

Attest:

  
Janet M. Scott, City Recorder

Approved as to form:

  
Mark D. Harrington, City Attorney









# Park City Zoning Map

Official Park City Zoning Map  
*Dana Williams*  
 Dana Williams, Mayor  
*Michael O'Hara*  
 Michael O'Hara, Planning Commission

## Legend

- CT
- E
- GC
- HCB
- HR-1
- HR-2A
- HR-2B
- HRC
- HRL
- HRM
- LI
- MPD Overlay
- POS
- PUT
- RC
- RCO Overlay
- RD
- RDM
- ROS
- SF
- Co
- WilburWest
- ECPZ Overlay
- FPZ Overlay

UPCM/PCMR  
ANNEXATION  
R.O.S.  
RECREATION OPEN  
SPACE

2

**EXHIBIT B - ANNEXATION AGREEMENT**

**When recorded, please return to:**  
PARK CITY MUNICIPAL CORPORATION  
City Recorder  
PO Box 1480  
Park City UT 84060

**ANNEXATION AGREEMENT FOR THE  
UNITED PARK CITY MINES COMPANY LANDS  
AT PARK CITY MOUNTAIN RESORT**

This Annexation Agreement is made by and between Park City Municipal Corporation (Park City), Royal Street Land Company ("RSLC"), and the United Park City Mines Company, Owner (hereafter referred to as "Petitioner") to set forth the terms and conditions under which Park City will annex land owned by RSLC and Petitioner into the corporate limits of Park City and extend certain municipal services to that property. This Agreement is made under authority of 10-2-401 et. seq. of the Utah Code, Annotated 1953, as amended, and shall serve as a supplemental annexation policy declaration when executed by all parties. In consideration of Park City's agreement to annex RSLC and Petitioner's property and in consideration of the mutual promises contained herein, the parties agree that the terms and conditions of annexation shall be as follows:

**1. Property.** The property to be annexed is approximately 2,800 acres in size as depicted on the annexation plat, attached as Exhibit A, and as more fully described in the legal description, attached as Exhibit B, and the preliminary plat, attached as Exhibit C, and incorporated herein by reference (hereafter referred to as the "Property"). Park City Mountain Resort (hereafter referred to as PCMR) has rights in a ski lease over a substantial portion of the annexation property.

**2. Zoning.** Upon annexation, the entire Property will be zoned ROS, Recreation Open Space. The entire Property shall also be included within the Sensitive Lands Overlay District. A Deed Restriction prohibiting residential construction and uses, including hotel and lodging, applies over the PCMR ski lease lands and RSLC property, and a Conservation Easement applies to those areas within the annexation boundary but not subject to the PCMR ski lease and not owned by RSLC.

**3. Master Plan and Subdivision Plat Approval.** Due to the transfer of development capacity from this property to adjacent lands within the Flagstaff Mountain Resort Annexation, a Master Planned Development ("MPD") is not required. The next Development Activity application or amendment under the PCMR MPD must add the PCMR lease land annexed hereby to the PCMR MPD. Following completion of the annexation process, pursuant to Utah Code Annotated Section 10-2-425, development on the Property shall be governed by the zoning designation provided herein, this Agreement, and the Park City Land Management code in effect at the time complete subdivision and building permit applications are filed with Park City.



4. **Density.** The total density of the UPCM Lands and RSLC property upon PCMR Annexation is zero. No residential construction or uses, including hotel or lodging, are allowed. Limited ski area improvements may be permitted subject to the PCMR Master Planned Development and Park City Land Management Code.

5. **Trails.** Numerous trails exist on the annexation property. These trails will be available for public use subject to reasonable restrictions due to construction, maintenance, and environmental factors including wildlife and erosion. The existing and any newly required trails shall be added to the Park City Master Trails and as necessary dedicated to the City either on the Annexation plat or at the time of PCMR MPD amendment.

6. **Open Space.** The entirety of the Annexation will be dedicated open space.

7. **Affordable Housing.** The Petitioner shall comply with all applicable Affordable Housing requirements of Resolution 17-99, as part of the transfer of density to the Flagstaff Annexation area, as specified in the Amended and Restated Development Agreement For Flagstaff Mountain.

8. **Fire Prevention Measures.** Because of significant wild land interface issues on the Property, if required by Park City, the Petitioner agrees to implement a fire protection and emergency access plan, to be submitted prior to issuance of any building permits, and to be reviewed and approved by the Fire Marshall and Chief Building Official for compliance with applicable building and fire codes.

9. **Roads and Road Design.** No new public or private streets or roads are proposed as part of this annexation.

10. **Sanitary Sewer.** No new public or private sewer line is required or proposed with this annexation.

11. **Dedication of Water Rights.** A condition of the annexation approval is the satisfaction of the requirements of the Water Section of the Amended Development Agreement For Flagstaff Mountain.

12. **Water Infrastructure and Other Water System Costs.** A condition of the annexation approval is the satisfaction of the requirements of the Water Section of the Amended and Restated Development Agreement For Flagstaff Mountain.

13. **Sensitive Lands Review.** At the time of annexation the entire Property shall be included within the Sensitive Lands Overlay District (SLO). A sensitive lands analysis was submitted and reviewed by the Planning Commission during the annexation review for consideration of potential density available to be transferred.

14. **Planning, Building, and Inspection Fees.** Petitioner is responsible for all customary Development Activity fees, including all planning, building, subdivision, and construction inspection fees required by the City at the time of application and/or approvals.

**15. Impact and Building Fees.** Unless otherwise specified in the Amended Development Agreement For Flagstaff Mountain, Petitioner shall pay all generally applicable fees, such as development impact, park and recreation land acquisition, building permit, and plan check fees due for construction on the Property at the time of application for building permits.

**16. Acceptance of Public Improvements.** No public infrastructure is required or proposed with this annexation area, but the annexation is conditioned upon those improvements as specified in the Amended Development Agreement For Flagstaff Mountain.

**17. Snow Removal and Storage.** No snow removal or storage is required or proposed with this annexation.

**18. Fiscal Impact Analysis.** There is no proposed development within this annexation area that requires a fiscal impact analysis to be submitted with the petition. Fiscal analysis including costs and revenues relating to the density transferred to the Flagstaff Annexation area has been reviewed and accepted by the City.

**19. Comprehensive Review and Analysis of Surrounding Property.** The Petitioner submitted with the petition for annexation a comprehensive land use review and analysis of the surrounding properties.

**20. Effective Date.** Pursuant to Utah Code Section 10-3-712, the Annexation shall be effective upon recordation and filing of the Ordinance and annexation plat pursuant to the Utah Code Annotated Section 10-2-425.

**21. Governing Law.** The laws of the State of Utah shall govern this Agreement. Jurisdiction and venue are proper in Summit County.

**22. Real Covenant, Equitable Servitude.** This Agreement constitutes a real covenant and an equitable servitude on the Property. The terms of this Agreement touch and concern and both benefit and burden the Property. The benefits and burdens of this Agreement run with the land, and are intended to bind all successors in interest to any portion of the Property.

**23. Assignment.** This Agreement is also a personal obligation of the Petitioner. Petitioner may assign its obligations under this Agreement, only upon prior written consent of the City, upon demonstration that the City's rights are adequately secured by the assignment. Consent to assignment shall rest in the sole discretion of the City.

**24. Compliance with City Code.** Notwithstanding paragraph 20 herein, from the time of City Council approval of this agreement, Petitioner and its agents shall comply with all City Codes and Regulations pertaining to the subject Property.

**25. Amending the Agreement.** Only a written instrument signed by all parties hereto may amend this Agreement. No Third-party beneficiaries are intended or created by this agreement.



**26. Additional Agreements.** This Annexation is conditioned upon the Amended and Restated Development Agreement For Flagstaff Mountain, the Talisker Conservation Deed Restriction and the Conservation Easement executed and recorded concurrently herewith.

DATED this 2<sup>nd</sup> day of March, 2007.

**PARK CITY MUNICIPAL CORPORATION**, a municipality of the State of Utah

By: *Dan Sullivan*  
Mayor

Attest: *Janet M. Scott*  
Recorder



**UNITED PARK CITY MINES COMPANY**, a Delaware corporation authorized to do business in Utah

By: *[Signature]*  
Authorized Signing Officer

Attest: *Janet M. Scott*

**ROYAL STREET LAND COMPANY**,  
a Utah corporation,

By: \_\_\_\_\_  
Robert W. Wells, Vice President



**26. Additional Agreements.** This Annexation is conditioned upon the Amended and Restated Development Agreement For Flagstaff Mountain, the Talisker Conservation Deed Restriction and the Conservation Easement executed and recorded concurrently herewith.

DATED this 2<sup>nd</sup> day of March, 2007.

**PARK CITY MUNICIPAL CORPORATION**, a municipality of the State of Utah

By:   
Mayor

Attest:   
Recorder



**UNITED PARK CITY MINES COMPANY**, a Delaware corporation authorized to do business in Utah

By:   
Authorized Signing Officer

Attest: 

**ROYAL STREET LAND COMPANY**,  
a Utah corporation,

By:   
Robert W. Wells, Vice President

**EXHIBIT "A"**  
**Annexation and Zoning Plat**

\_\_\_\_\_Annexation Agreement

A-1

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# ANNEXATION LANDS AT PCMR

R.D.S. Zone  
SENSITIVE LOWS OVERLAY  
SECTION 20

|                                                                                                                                                          |                                                                                                             |                                                                                                                                                                       |
|----------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ENGINEER'S CERTIFICATE<br>I AND THE PLA TO BE IN<br>ACCORDANCE WITH INFORMATION ON<br>FILE IN AN OFFICE THIS ..... 2007 A.O.<br>BY<br>PARK CITY ENGINEER | APPROVAL AS TO FORM<br>APPROVED AS TO FORM THIS .....<br>DAY OF ..... 2007 A.O.<br>BY<br>PARK CITY ATTORNEY | CERTIFICATE OF ATTEST<br>I CERTIFY THIS RECORD OF SURVIVOR<br>WAS APPROVED AT PARK CITY<br>COUNCIL THIS 1ST DAY<br>OF FEBRUARY, 2007 A.O.<br>BY<br>PARK CITY RECORDER |
|----------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|

COUNCIL APPROVAL AND ACCEPTANCE

APPROVAL AND ACCEPTANCE BY THE PARK CITY  
COUNCIL THIS 1ST DAY OF FEBRUARY,  
2007 A.D.

BY \_\_\_\_\_ MAYOR \_\_\_\_\_

RECORDED

STATE OF UTAH, COUNTY OF SUMMIT, AND FILED

AT THE REQUEST OF \_\_\_\_\_

DATE \_\_\_\_\_ TIME \_\_\_\_\_ BOOK \_\_\_\_\_ PAGE \_\_\_\_\_

\_\_\_\_\_  
FILE RECORDER \_\_\_\_\_

Do you have any other information regarding the above mentioned case? If yes, please provide details of the same in the space provided below. If not, please tick the box ☐ No. If you are not a member of the Board of Directors of the Company, please provide details of the position of the Board of Directors of the Company and the name of the person who is the Chairman of the Board of Directors of the Company. If you are a member of the Board of Directors of the Company, please provide details of the position of the Board of Directors of the Company and the name of the person who is the Chairman of the Board of Directors of the Company.

#### **ACKNOWLEDGMENT**

OWNER'S DEDICATION AND CONSENT TO RECORD

On this day of            2007, personally appeared before me, the undersigned Notary Public, and being duly sworn, did say that he is the Corporate Agent for United Parcel City Mates Company, the owner of the land described and illustrated on this part and that the foregoing Owners Declaration and Certificate of Consent in Record was signed freely and voluntarily for the purposes therein mentioned and that said Company executed the same.

## ACKNOWLEDGMENT

OWNER'S DEDICATION AND CONSENT TO RECORD

[illegible]

## BOUNDARY DESCRIPTIONS

John Dankowicz



I, John Demianovic, certify that I am a Registered Land Surveyor and that I have Certificate No. 1544931 as prescribed by the laws of the State of Utah, and that this plat accurately describes and illustrates the boundary and the Permitted Government Lands of Record as prescribed within the boundary of the ANNEXATION LANDS AT PCWR orientation petition.



# Park City Zoning Map

Official Park City Zoning Map  
*Don Williams*  
 Don Williams, Mayor  
 Park City, Utah  
 March 2011

## Legend

- CT
- E
- GC
- HCB
- HR-1
- HR-2A
- HR-2B
- HRC
- HRL
- HRM
- L
- MPD Overlay
- POS
- PUT
- RC
- RCO Overlay
- RD
- RDM
- RMS
- ROS
- SF
- Co
- WibumWest
- EGPZ Overlay
- FPZ Overlay

UPCM/PCMR  
ANNEXATION

R.O.S.

RECREATION OPEN  
SPACE

2

**EXHIBIT "B"**  
**Legal Description**

\_\_\_\_\_Annexation Agreement

B-1

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LEGAL DESCRIPTION  
ANNEXATION LANDS AT PCMR  
March 2, 2007

A parcel of land located in Section 17, the east half of Section 18, Sections 19 and 20, the south half of Section 21, Sections 29 and 30, Township 2 South, Range 4 East, Salt Lake Base and Meridian and the east half of Section 25, Township 2 South, Range 3 East, Salt Lake Base and Meridian, said parcel being more or less described as follows:

Beginning at the southwest corner of Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence along the southerly line of Section 16 East 287.32 feet; thence along the westerly line of Section 21 South 390.37 feet; thence along the westerly line of Section 21 South 01°49'17" East 2234.94 feet; thence along the southerly line of the north half of Section 21 South 89°59'59" East 3204.88 feet; thence South 28°18'45" West 186.56 feet; thence South 29°09'57" West 315.97 feet; thence South 32°04'00" West 296.25 feet; thence South 47°29'30" West 405.07 feet; thence South 50°23'25" West 105.09 feet; thence South 56°00'00" West 94.90 feet; thence South 50°15'25" West 92.50 feet; thence South 40°35'50" West 110.80 feet; thence South 31°30'07" West 96.20 feet; thence South 27°54'51" West 126.00 feet; thence South 38°27'54" West 138.00 feet; thence South 33°26'55" West 136.00 feet; thence South 32°00'03" West 159.20 feet; thence South 32°14'53" West 101.60 feet; thence South 35°09'16" West 88.70 feet; thence South 46°47'25" West 123.00 feet; thence South 56°44'38" West 142.80 feet; thence South 15°21'41" West 116.30 feet; thence South 10°41'54" West 76.70 feet; thence North 71°42'35" West 163.49 feet; thence North 72°54'27" West 85.42 feet; thence South 86°11'16" West 94.42 feet; thence South 77°48'30" West 79.25 feet; thence South 77°19'44" West 85.84 feet; thence South 81°11'10" West 122.88 feet; thence South 67°45'58" West 149.28 feet; thence South 64°44'13" West 136.79 feet; thence South 82°14'00" West 672.44 feet; thence South 77°17'18" West 735.40 feet; thence South 87°35'00" West 778.00 feet; thence South 23°55'00" West 604.00 feet; thence South 10°48'36" West 569.75 feet; thence South 20°48'44" West 698.02 feet; thence South 30°09'00" West 354.14 feet; thence South 71°34'40" West 644.26 feet; thence South 49°33'13" West 616.72 feet; thence South 37°33'27" West 779.84 feet; thence South 35°07'44" West 548.54 feet; thence South 44°09'00" West 1236.63 feet; thence South 79°45'30" West 288.30 feet; thence South 83°01'30" West 494.40 feet; thence North 75°15'30" West 705.70 feet; thence North 88°10'30" West 612.40 feet; thence South 79°33'30" West 453.20 feet; thence North 68°16'30" West 378.70 feet; thence North 60°54'30" West 368.90 feet; thence North 29°57'30" West 201.20 feet; thence South 56°08'00" West 402.00 feet; thence South 61°28'00" West 304.10 feet; thence South 50°42'00" West 479.60 feet; thence South 54°28'00" West 792.00 feet; thence South 65°22'00" West 244.50 feet; thence South 78°48'00" West 685.80 feet; thence South 86°10'00" West 265.50 feet; thence South 88°22'00" West 302.90 feet; thence South 79°23'00" West 267.90 feet; thence South 79°50'00" West 261.50 feet; thence North 23°02'08" West 123.79 feet; thence North 17°52'03" West 155.35 feet; thence North 05°10'26" West 233.33 feet; thence North 69°34'42" West 736.28 feet; thence North 52°50'00" West 624.65 feet;



thence North 74°11'18" West 213.72 feet; thence North 36°49'35" West 701.84 feet; thence along the southerly line of the Matilda Lode, Mineral Survey No. 4959 North 80°12'00" East 936.47 feet; thence along the easterly line of the Matilda Lode, Mineral Survey No. 4959 North 21°36'00" West 612.00 feet; thence along the northerly line of the Fairbanks Fraction Lode, Mineral Survey No. 5364 North 75°31'00" East 388.60 feet; thence along the westerly line of the Indiana Lode, Mineral Survey No. 4760 North 35°42'00" West 308.10 feet; thence along the northerly line of the Indiana Lode, Mineral Survey No. 4760 North 63°32'00" East 372.80 feet; thence along the southerly line of the Malchite Lode, Lot 281 South 83°15'00" West 788.31 feet; thence along the Summit-Salt Lake County line North 21°28'07" East 381.77 feet; thence along the southerly line of the Augusta Lode, Lot 122 North 47°11'00" East 145.31 feet; thence along the northerly line of the R.K.D. Lode, Lot 287 North 83°15'00" East 489.90 feet; thence along the easterly line of the R.K.D. Lode, Lot 287 South 24°08'00" East 21.90 feet; thence along the northerly line of the Roscamp Lode, Lot 286 North 64°44'00" East 250.80 feet; thence North 129.30 feet; thence North 63°07'00" East 231.20 feet; thence North 56°30'00" East 794.20 feet; thence along the west line of Section 30 North 00°36'00" East 3.70 feet; thence North 45°41'00" East 214.75 feet; thence along the northerly line of the Hope Lode, Lot 299 North 36°45'00" East 147.10 feet; thence along the easterly line of the Pique No. 3 Lode, Mineral Survey No. 4742 North 44°41'00" West 26.10 feet; thence North 04°55'00" West 575.00 feet; thence along the southerly line of the Norma Lode, Mineral Survey No. 4177 South 76°24'00" West 177.28 feet; thence North 01°35'00" East 137.93 feet; thence East along the southerly line of Section 19 1321.46 feet; thence South 00°00'07" West 727.38 feet; thence South 39°30'00" East 659.89 feet; thence North 50°00'00" East 1050.51 feet; thence North 45°56'25" East 493.99 feet; thence North 13°09'11" East 3773.82 feet; thence North 09°05'46" East 4380.03 feet; thence North 11°27'54" West 1099.08 feet; thence along the northerly line of the Seldom Seen No. 4, Mineral Survey No. 5591 North 56°24'00" East 1500.00 feet; thence along the northerly line of the Seldom Seen No. 3, Mineral Survey 5591 North 29°33'00" East 977.60 feet; thence along the northerly line of the Seldom Seen No. 2, Mineral Survey No. 5591 North 24°18'00" East 609.56 feet; thence along the southerly line of Section 8 South 89°37'42" East 2375.13 feet; thence along the southerly line of Section 8 North 89°53'52" East 363.00 feet; thence South 40°33'27" East 1007.17 feet; thence South 130.35 feet; thence East 1611.37 feet; thence South 00°41'16" West 1728.36 feet; thence along the westerly line of Section 16 South 00°41'44" East 2670.13 feet to the point of beginning.

X:\Empire\Docs\Talisker\Desc\231-pcmr annexation.doc

**EXHIBIT "C"**  
**Preliminary Plat**

\_\_\_\_\_Annexation Agreement

C-1

00806099 B: 1850 P: 1794 Page 19 of 103 Summit County



## John Demkowicz

[illegible]

#### ACKNOWLEDGMENT

Know all men by these presents that the undersigned corporate officer of United Park City, Utah, on one of the majority of the land franchises and situated in this city, hereby petition Park City Municipal Corporation of Summit County, Utah that said lands be granted to and be included within the legal boundary of Park City, Utah, so that said lands may be conveyed to and be included within the legal boundary of Park City, Utah.

Witness my hand and the seal of said city this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
City Clerk

On this \_\_\_\_\_ day of \_\_\_\_\_, 2007, personally appeared before me, undersigned Notary Public, one being fully sworn, did say that he is \_\_\_\_\_, the Corporate Agent for United Wire Company, Inc., owner of the machinery of the said described and situated on the last mentioned premises, who has acknowledged to me his true ownership thereof and that the foregoing Deed, Declaration and Certificate of Consent to Record was signed freely and voluntarily for the purposes therein mentioned among said Company executed the same.

**A Notary Public commissioned in Utah**

Residing in: \_\_\_\_\_

Printed Name \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

[illegible]

| Name | Title |
|------|-------|
|------|-------|

State of Utah :ms  
County of Summit :ms  
On this \_\_\_\_\_ day of \_\_\_\_\_, 2007, \_\_\_\_\_, personally appeared before me \_\_\_\_\_, the Vice-President for Royal Solar Land Development, LLC, the owner of portions of the land described and identified on the plat and that the undersigned, \_\_\_\_\_, the President for Royal Solar Land Development, LLC, the owner of portions of the land described and identified on the plat and that said Company executed the same.

**A History Public commissioned in Utah**

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**Printed Name**

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APPROVAL AND ACCEPTANCE BY THE PARK CITY  
COUNCIL THIS 1ST DAY OF FEBRUARY,  
2007 A.D.

BY \_\_\_\_\_ MAYOR \_\_\_\_\_

STATE OF UTAH, COUNTY OF SUMMIT,  
AT THE REQUEST OF \_\_\_\_\_

DATE \_\_\_\_\_ TIME \_\_\_\_\_ BOOK \_\_\_\_\_

FEE \_\_\_\_\_ REC'D \_\_\_\_\_


  
 (313) 442-0047

ENGINEER'S CERTIFICATE  
I FIND THIS PLAN TO BE IN  
ACCORDANCE WITH INFORMATION ON  
FILE IN MY OFFICE THIS  
DAY OF NOVEMBER 2007 A.D.  
BY PARK CITY ENGINEER

APPROVAL AS TO FORM \_\_\_\_\_  
APPROVED AS TO FORM THIS \_\_\_\_\_  
DAY OF \_\_\_\_\_, 2007 A.D.  
BY \_\_\_\_\_  
BANK CITY ATTORNEY

**CERTIFICATE OF ATTES**  
I CERTIFY THIS RECORD OF SURVIV  
MAP WAS APPROVED BY PARK CI  
COUNCIL THIS 1ST DAY  
OF FEBRUARY, 2007 A.D.  
BY \_\_\_\_\_  
PARK CITY RECORDER

COUNCIL APPROVAL AND ACCEPTANCE

APPROVAL AND ACCEPTANCE BY THE PARK CITY  
COUNCIL THIS 1ST DAY OF FEBRUARY,  
2007 A.D.

BY \_\_\_\_\_ MAYOR \_\_\_\_\_

RECORDED

STATE OF UTAH, COUNTY OF SUMMIT, AND FILED  
AT THE REQUEST OF \_\_\_\_\_  
DATE \_\_\_\_\_ TIME \_\_\_\_\_ BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
FEE \_\_\_\_\_ RECORDER \_\_\_\_\_

**ANNEXATION LANDS AT PCMR**

LOCATED IN SECTION 27, THE EAST HALF OF SECTION 18, SECTIONS 19 AND 20, THE SOUTH HALF OF SECTION 21, SECTIONS 23 AND 30, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASIN AND MERIDIAN AND ALSO THE EAST HALF OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 3 EAST, SALT LAKE BASIN AND MERIDIAN PARK CITY, SUMMIT COUNTY, UTAH

00806099 B: 1850 P: 1794 Page 20 of 103 Summit County

**EXHIBIT C – AMENDED AND RESTATED FLAGSTAFF DEVELOPMENT  
AGREEMENT**

Recorded this \_\_\_\_ day of  
\_\_\_\_\_, 2007  
at Book # \_\_\_\_ Page # \_\_\_\_.

**COPY**

**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 2<sup>nd</sup> 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"** provisionally<sup>1</sup> 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"** provisionally<sup>2</sup> 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, B<sub>1</sub>, and B<sub>2</sub>) and maximum densities, unit equivalencies and configuration more fully described herein.

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<sup>1</sup> 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.

<sup>2</sup> 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.

- 1.8 **“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”** provisionally<sup>3</sup> 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:

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<sup>3</sup> 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”** provisionally<sup>4</sup> 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

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<sup>4</sup> 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.<sup>5</sup> 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:

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<sup>5</sup> Hotel 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.<sup>6</sup> 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, B<sub>1</sub>, and B<sub>2</sub>) 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

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<sup>6</sup> Hotel rooms of 500 square feet or less constitute ¼ 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 reclaim<sup>7</sup> 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.

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<sup>7</sup> Reclamation 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.<sup>8</sup>

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.<sup>9</sup> 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

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<sup>8</sup> 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.

<sup>9</sup> 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 impacts<sup>10</sup> 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

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<sup>10</sup> 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-style<sup>11</sup>), at a location to be determined at the CUP phase. No private parking areas or vehicular

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<sup>11</sup> 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.<sup>12</sup>

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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<sup>12</sup> 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 Area<sup>13</sup>, 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

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<sup>13</sup> 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.<sup>14</sup> Prior to the issuance of a Certificate of Occupancy within the Mountain Village,<sup>15</sup> 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.

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<sup>14</sup> 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.

<sup>15</sup> 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 stockpiling<sup>16</sup> 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

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<sup>16</sup> 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<br/>Equivalents</u>          | <u>Mitigation Rate</u> | <u>AUEs Required</u> |
|---------------------------------------------------------------------------|--------------------------------------|------------------------|----------------------|
| <b>Residential</b>                                                        |                                      |                        |                      |
| Residential Units                                                         | 785                                  | 0.1                    | 78.50                |
| Single Family Home Sites                                                  | 54                                   | 0.1                    | 5.40                 |
| <b>Subtotal Residential</b>                                               | <b>839</b>                           |                        | <b>83.90</b>         |
| <u>Type of Use</u>                                                        | <u>Square Footage /<br/>1,000 SF</u> | <u>Mitigation Rate</u> | <u>AUEs Required</u> |
| <b>Commercial</b>                                                         |                                      |                        |                      |
| Commercial Unit Equivalents                                               | 75                                   | 0.2                    | 15.00                |
| <b>Subtotal Commercial</b>                                                | <b>75</b>                            |                        | <b>15.00</b>         |
| Base AUEs On-Site (25%): 24.725                                           |                                      |                        |                      |
| Base AUEs Off-Site (75%): 74.175 *                                        |                                      |                        |                      |
| <b>Total Base AUEs</b>                                                    |                                      |                        | <b>98.90</b>         |
| <b>Additional AUEs Contributed by Developer (located Quinns Junction)</b> |                                      |                        | <b>20.00</b>         |
| <b>TOTAL AUEs</b>                                                         |                                      |                        | <b>118.00</b>        |

\*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 adequate<sup>17</sup> 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)<sup>18</sup> 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

<sup>17</sup> The course must be operated to maximize play.

<sup>18</sup> 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.<sup>19</sup>

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

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<sup>19</sup> 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 2<sup>nd</sup> day of March, 2007.

PARK CITY MUNICIPAL CORPORATION

By: *Dana Williams*  
Dana Williams, Mayor

ATTEST: City Clerk

By: *Janet Scott*  
Janet Scott, City Recorder



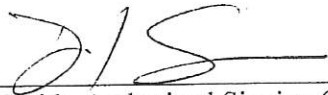
APPROVED AS TO FORM:

*Mark D. Harrington*  
Mark D. Harrington, City Attorney



**DEVELOPER:**

United Park City Mines Company,  
a Delaware corporation



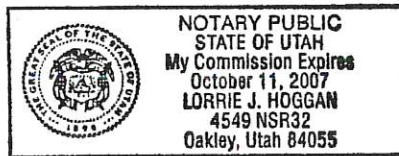
David J. Smith, Authorized Signing Officer

STATE OF UTAH )

: ss

COUNTY OF SUMMIT )

On this 28<sup>th</sup> day of ~~March~~ <sup>February</sup>, 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

**DEVELOPER:**

United Park City Mines Company,  
a Delaware corporation



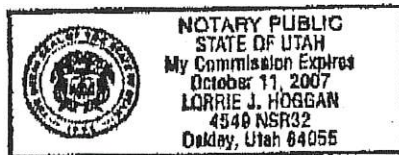
David J. Smith, Authorized Signing Officer

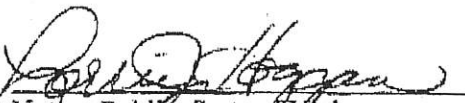
STATE OF UTAH )

: ss

COUNTY OF SUMMIT )

On this 28<sup>th</sup> day of <sup>February</sup> ~~March~~, 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.

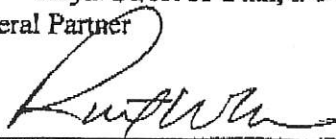


  
Notary Public, State of Utah  
Residing in Orlley, Utah

**DEER VALLEY RESORT COMPANY,**

a Utah limited partnership

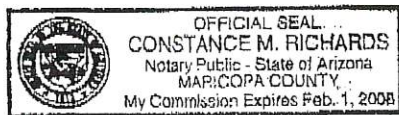
By: Royal Street of Utah, a Utah corporation,  
General Partner

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**

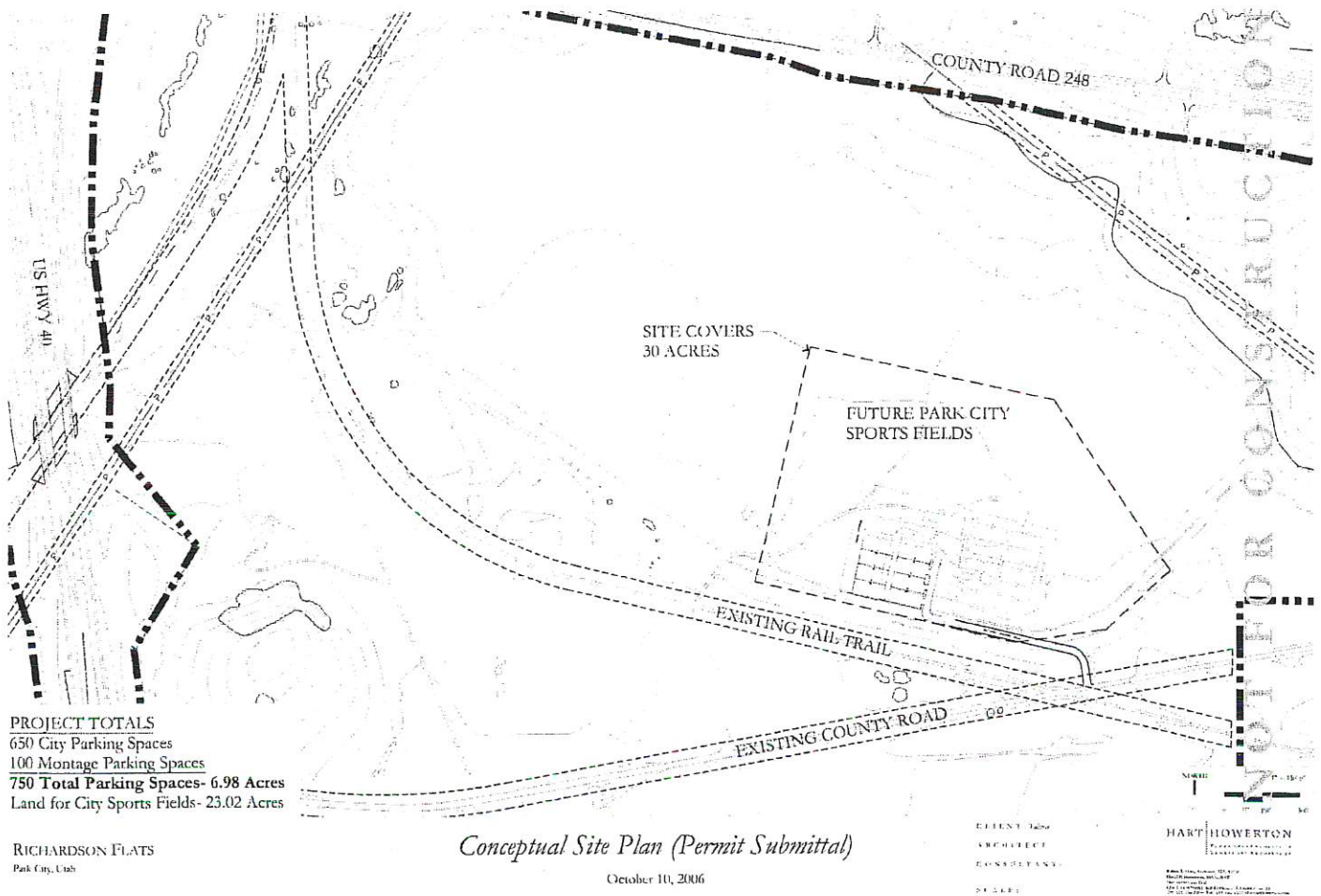
#### **RICHARDSON FLATS PARKING AREA SPECIFICATIONS**

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.





**EXHIBIT D - 1**  
**DEED RESTRICTION**

**EXHIBIT A  
TO  
GRANT OF TALISKER CONSERVATION DEED RESTRICTION**

---

[Insert Legal Description of the Property]



WHEN RECORDED, MAIL TO:

Mark D. Harrington, City Attorney  
Park City Municipal Corporation  
445 Marsac Avenue  
Park City, Utah 84060

**COPY**

### **TALISKER CONSERVATION DEED RESTRICTION**

THIS GRANT OF CONSERVATION DEED RESTRICTION ("Deed Restriction") is made effective as of the 2nd day of March, 2007, by UNITED PARK CITY MINES COMPANY, a Delaware corporation ("UPMC"), its subsidiary, TALISKER LAND HOLDINGS, LLC ("TLH"), and Royal Street Land Company ("RSLC"), which contribute, grant and convey the rights described hereafter to PARK CITY MUNICIPAL CORPORATION, a city and political subdivision of the STATE OF UTAH located in Summit County, Utah ("City"). UPMC, TLH and RSLC are collectively referred to herein as "Grantor", and City is referred to herein as "Grantee". Grantor and Grantee are sometimes collectively referred to herein as the "Parties".

### **WITNESSETH:**

WHEREAS, Grantor owns certain real property located in Park City and Summit County, Utah (the "Property") more particularly described on Exhibit A attached hereto and made a part hereof; and

WHEREAS, the Property possesses natural, scenic, open space, public recreation, wildlife and wetland values described in Section 170(h)(4)(A) of the Internal Revenue Code of 1986 (the "Code") (collectively referred to herein as "Conservation Values"); and

WHEREAS, the specific Conservation Values of the Property are documented in materials sometimes referred to as the "Baseline Documentation," which consists of reports, maps, photographs and other documentation intended to provide the Parties with an accurate representation of the Property at the time of the granting of the Deed Restriction as defined below; and

WHEREAS, the Property is appropriate for substantial and regular skiing, year-round recreational and other uses as hereinafter described as the Reserved Use Rights, and the Property is necessary to the operation of the Park City Mountain Resort; and

WHEREAS, Grantor intends that the Conservation Values of the Property be preserved and maintained by the continuation of land use patterns, including, without limitation, those existing at the time of the recording of this Deed Restriction, subject to the Reserved Use Rights; and

WHEREAS, Grantor further intends, as owner of the Property, to preserve and protect the conservation values of the Property in perpetuity, subject to the Reserved Use Rights; and

WHEREAS, GRANTEE is a political subdivision of the State of Utah described in Code Section 170(b)(1)(A)(v), (c)(1) and (h)(3)(A); and

WHEREAS, Grantee agrees by accepting this grant that the Deed Restriction contained herein significantly furthers a clearly delineated local governmental policy of Grantee, and that Grantee will honor the intentions of Grantor stated herein to preserve and protect in perpetuity the Conservation Values of the Property for the benefit of this generation and the generations to come;

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of the State of Utah and in particular U.C.A. Title 57, Chapter 18, Grantor hereby contributes, grants and conveys to Grantee a conservation Deed Restriction in perpetuity over the Property of the nature and character and to the extent set forth herein (the "Deed Restriction").

1. Purpose. It is the purpose of the Deed Restriction to prevent residential development on the Property and, subject to the Reserved Use Rights described in Section 3 of this Deed Restriction, to assure that the Property will be retained forever in its open, generally undeveloped condition as provided herein and to prevent any use of the Property that will significantly impair or interfere with the Conservation Values of the Property. Grantor intends that the Deed Restriction will confine the use of the Property to those activities, including without limitation the Reserved Use Rights, that are consistent with the terms of this Deed Restriction.

2. Rights of Grantee. To accomplish the purpose of this Deed Restriction, the following rights are conveyed to Grantee by this Deed Restriction, subject at all times to the Reserved Use Rights:

- (a) The right to preserve and protect the Conservation Values of the Property;
- (b) The right to enter upon the Property at reasonable times in order to monitor Grantor's compliance with and otherwise enforce the terms of this Deed Restriction; provided that such entry shall be upon prior reasonable notice to Grantor and to Grantor's tenants and subtenants, and Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property, whether directly or through tenants or subtenants;
- (c) The right to prevent any activity on or use of the Property that is inconsistent with the terms of this Deed Restriction and to enforce the restoration of such areas or features of the Property that may be damaged by inconsistent activity or use, pursuant to Section 7 hereof; and
- (d) The right to enforce this Deed Restriction by appropriate legal proceedings, after providing Grantor with reasonable notice and opportunity to cure, as provided in section 7 herein.

3. Reserved Use Rights. The following uses and practices (collectively referred to herein as the "Reserved Use Rights"), while not an exhaustive recital of permitted uses and practices, are consistent with the purpose of the Deed Restriction, and the following purposes



and practices shall not be precluded or prevented by this Deed Restriction to the extent they are not inconsistent with Conservation Values:

(a) Until the expiration or earlier termination of that certain Lease dated as of January 1, 1971, by and between UPMC and Treasure Mountain Resort Company ("Current Lessee"), as now amended, as the term may be extended from time to time (the "Lease"), all uses, practices and activities permitted under the Lease. The Parties agree that all permitted uses under the Lease are consistent with Conservation Values. Future amendments to or replacements of said Lease shall also be permitted, provided that such are consistent with applicable zoning requirements and this Deed Restriction.

(b) Upon and after the expiration or earlier termination of the Lease:

(i) Recreational, entertainment, and retail usages not inconsistent with Conservation Values.

(ii) All uses, practices and activities incident to the operation, maintenance, repair and replacement of the Park City Mountain Resort and related facilities when done in a manner not inconsistent with Conservation Values.

(iii) Substantial and regular skiing uses consisting of ski lifts, ski runs, and other winter and summer recreational and resort facilities and uses incident or related thereto, such facilities and uses to include (i) fuel storage and dispensing, (ii) bomb caches for avalanche control, (iii) maintenance facilities, (iv) vehicle fleet maintenance and operations, (v) bike trails, (vi) avalanche hazard reduction, (vii) forestry management, (viii) night skiing operations and related lighting, (ix) day lodges and restaurants, (x) yurts, (xi) mobile or modular units for security personnel, (xii) culinary water lines, pump stations and storage tanks, and (xiii) snowmaking water lines, pump stations, storage tanks and storage ponds, all of which are to be implemented in a manner not inconsistent with Conservation Values;

(iv) The construction, development and operation of ski-related development and other allowed uses as provided by the PCMR Development Agreement dated on or about June 25, 1998 (as amended from time to time in a manner not inconsistent with Conservation Values), including activities conducted under Master Festival Licenses, and recreational, entertainment, and retail usages that are not inconsistent with the Development Agreement, underlying zoning or with Conservation Values;

(v) The construction, installation, use, maintenance, repair, replacement and relocation of water wells, water lines, sanitary sewer lines, storm sewer lines and the right to discharge their flows, natural gas lines, electric power lines, cable television lines, telephone lines, and other utility lines, together with the right to temporarily stockpile construction materials and equipment as approved by the Grantee, so long as such uses are necessary for the Reserved Use Rights, are located in disturbed areas such as ski runs or existing utility corridors

(unless otherwise approved by the Grantee) and are not inconsistent with Conservation Values;

(vi) The construction, installation, use, maintenance, repair, replacement and relocation of secondary access roads provided all applicable land use approvals are obtained from Grantee (nothing herein shall be deemed as such approval) and such are done in a manner not inconsistent with Conservation Values;

(vii) All activities on the Property that are necessary to perform investigation, remediation, closure and/or reclamation work consistent with or required by law with respect to any portion of the Property that has been used previously for mining activities or mining operations;

(viii) The right to access all subsurface oil, gas or other minerals by subsurface techniques to the maximum extent permitted by a "Qualified Mineral Interest" within the meaning of Section 170(h)(6) of the Code provided that such rights are exercised only without use of any surface mining method and only in a manner which is not inconsistent with the Conservation Values.

(ix) Passive uses otherwise allowed by the Park City Land Management Code in the ROS District intended to preserve and protect the Conservation Values.

4. Prohibited Uses and Practices. Any activity on or use of the Property inconsistent with the purpose of the Deed Restriction is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

(a) Any residential construction or use including hotels and lodging, and any surface mining, use of surface mining methods or mining by any method inconsistent with Conservation Values; and

(b) Hunting or trapping for any purpose other than predatory or problem animal control.

The foregoing prohibited activities and uses may be amended by the express written agreement of the Grantee and Grantor, provided such amendment is not inconsistent with either Section 170(h) of the Code or Conservation Values.

5. Existing Liens. The Property is subject to all existing easements and other liens and encumbrances of record.

6. Reserved Rights. Grantor reserves to Grantor and to Grantor's successors and assigns as the owner of the Property all rights accruing from the ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are consistent with the purpose of the Deed Restriction and that are not expressly prohibited herein, including without limitation the right to engage in or permit others to engage in Reserved Use Rights.



6.1 Minor Boundary Adjustments. Grantor reserves the right to make reasonable and minor boundary line adjustments in the legal description of the Property, provided that any such adjustments are consistent with the Reserved Use Rights and provided that the total area of the Property that is subject to the Deed Restriction shall not be reduced as the result of any such boundary line adjustments. The Grantee shall execute, acknowledge and record in the Office of the Recorder of Summit County, Utah any amendments to this Deed Restriction proposed by Grantor for such purpose so long as such adjustments are not inconsistent with Conservation Values.

6.2 Notice of New Uses. Grantor agrees to notify Grantee in writing at least 30 days in advance of any change in use or exercise of any Reserved Use Right which may have an adverse impact on any Conservation Value.

7. Grantee's Remedies. If Grantee determines that Grantor is in violation of the terms of this Deed Restriction or that a violation is threatened, Grantee shall give written notice to both Grantor and Current Lessee of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the terms of this Deed Restriction, to restore the portion of the Property so injured. If Grantor fails to cure the violation within thirty (30) days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fails to begin curing such violation within the thirty (30) day period, or fails to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Deed Restriction, to enjoin the violation, ex parte as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Deed Restriction or injury to any Conservation Values protected by the Deed Restriction, including damages for the loss of scenic, aesthetic, or environmental values, and to require the restoration of the Property to the condition that existed prior to any such injury. Without limiting Grantor's liability therefor, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Property, Grantee may pursue its remedies under this Section without prior notice to Grantor or without waiting for the period provided for cure to expire. Grantee's rights under this Section apply equally in the event of either actual or threatened violations of the terms of this Deed Restriction, and Grantor agrees that Grantee's remedies at law for any violation of the terms of this Deed Restriction are inadequate and that Grantee shall be entitled to the injunctive relief described in this Section, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Deed Restriction, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this Section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity. Current Lessee shall, with at least simultaneous notice to Grantor, have the right, but not the duty, to undertake any above described cures on behalf of Grantor if Grantor has not commenced such cure at least five days before the end of the cure period described herein.



7.1 Costs of Enforcement. Any costs incurred by Grantee in enforcing the terms of this Deed Restriction against Grantor, including, without limitation, costs of suit and attorneys' fees, and any costs of restoration necessitated by Grantor's violation of the terms of this Deed Restriction shall be borne by Grantor. If Grantor prevails in any action to enforce the terms of this Deed Restriction, Grantor's costs of suit, including, without limitation, attorneys' fees, shall be borne by Grantee.

7.2 Grantee's Enforcement. Failure by Grantee to immediately enforce this Deed Restriction in the event of any breach of any term of this Deed Restriction by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Deed Restriction.

7.3 Waiver of Certain Defenses. Grantor hereby waives any defense of laches, estoppel, or prescription.

7.4 Acts Beyond Grantor's Control. Nothing contained in this Deed Restriction shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

8. Access. No specific right of access by the general public to any specific portion of the Property is conveyed by this Deed Restriction, but the overall operation of the Property shall be such as to provide the Public substantial and regular access for recreational and scenic uses.

9. Costs and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of adequate comprehensive general liability insurance coverage. Grantor shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.

9.1 Taxes. Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, the Deed Restriction, and shall furnish Grantee with satisfactory evidence of payment upon request.

9.2 Hold Harmless. Grantor shall hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents, and contractors (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands or judgments, including, without limitation, reasonable attorneys' fees arising from or in any connection with: (a) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties; (b) the obligations specified in Sections 9 and 9.1; and (c) the existence or administration of this Deed Restriction.



10. Property Interest; Condemnation or Extinguishment. The Deed Restriction constitutes a real property interest immediately vested in Grantee, which the Parties agree can not be extinguished except by (i) a super majority vote by at least 80% of the City Council and a vote of the City residents, and (ii) a judicial action as permitted under Treas. Reg. 1.170A-14(g)(6)(i), and which, for the purposes of this Deed Restriction, the Parties stipulate to have a fair market value determined in accordance with the requirements of the Code and Treas. Reg. 1.170A-14(g)(6)(ii), as applicable to conservation contributions. Grantee acknowledges that Grantor is making a bargain contribution as described in the eighth sentence of Treas. Reg. 1.170A-14(h)(3)(i), but makes no representation as to the tax consequences of the transaction contemplated by this Deed Restriction. Grantor will obtain independent tax counsel and be solely responsible for compliance requirements of the Code. The values as of the date of this Deed Restriction shall be those values used to calculate the deduction, if any, for federal income tax purposes allowable by reason of this Deed Restriction, pursuant to Section 170(h) of the Code. If the Deed Restriction is taken, in whole or in part, by exercise of the power of eminent domain or by an extinguishment by judicial proceeding permitted under Treas. Reg. 1.170A-14(g)(6)(i), Grantee shall be entitled to compensation in accordance with applicable law (but in no event less than the amount required to be received under Treas. Reg. 1.170A-14(g)(6)(ii)) and such proceeds shall be used in solely in accordance with Treas. Reg. 1.170A-14(c)(2).

11. Transfer, Assignment and Substitution of Conservation Easement. The Deed Restriction is not transferable by Grantee so long as the Lease is in effect. Grantor agrees (to the extent it can be done in compliance with all provisions of the Code and Treasury Regulations then in effect) that, upon Grantee's request after the Lease is no longer in effect, Grantor will cooperate with the City and will take all reasonable steps necessary to substitute for this Deed Restriction a Conservation Easement having identical substantive terms. Further, within a reasonable time after the expiration or other termination of the Lease, the Grantee shall, to the extent permitted by the Code and Treasury Regulations then in effect, transfer the Deed Restriction (or Conservation Easement, if substituted as provided above) to a non-governmental eligible donee within the meaning of Treas. Reg. 1.170A-14(c)(1) in a properly documented transfer complying with all requirements of law including, without limit, Treas. Reg. 1.170A-14(c)(2).

12. Estoppel Certificates. Upon request by Grantor, Grantee shall within thirty (30) days execute and deliver to Grantor any document, including an estoppel certificate, which certifies Grantor's compliance with any obligation of Grantor contained in this Deed Restriction and otherwise evidences the status of this Deed Restriction as may be requested by Grantor.

13. Baseline Documentation. The Parties acknowledge that an inventory of Baseline Documentation relating to the Property has been completed based upon information available to Grantor on the date hereof and which has been provided by Grantor to Grantee. Copies of this inventory of Baseline Documentation are on file in Grantee's offices and in Grantor's offices. The Parties acknowledge that this collection of Baseline Documentation contains an accurate representation of the condition of the Property subject to the Deed Restriction and the natural

resources associated with the Property as of the date of the execution of this Deed Restriction in accordance with Treasury Regulation § 1.170A-14(g)(5)(i). Notwithstanding the foregoing, in the event of a controversy arising with respect to the nature of the biological and/or physical condition of the Property, the Parties shall not be foreclosed from using any and all other relevant or material documents, surveys, reports and other information to assist in the resolution of that controversy.

14. Notices. Any notice, demand, request, consent, approval, or communication that any Party to this Deed Restriction desires or is required to give to the other Parties shall be in writing and shall be served either personally or sent by first class mail, postage prepaid, addressed as follows:

|                                                |                                                                                                                                 |
|------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|
| To United Park City Mines<br>Company, Grantor: | United Park City Mines Company<br>Attn.: David J. Smith<br>900 Main Street, Suite 6107<br>P. O. Box 1450<br>Park City, UT 84060 |
|------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|

|                                             |                                                                                                                                |
|---------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|
| To Talisker Land Holdings,<br>LLC, Grantor: | Talisker Land Holdings, LLC<br>Attn.: David J. Smith<br>900 Main Street, Suite 6111<br>P. O. Box 4349<br>Park City, Utah 84060 |
|---------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|

|                                           |                                                                                                                       |
|-------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|
| To Royal Street Land<br>Company, Grantor: | Royal Street Land Company<br>Attn: Robert W. Wells<br>7620 Royal Street East<br>P. O. Box 3179<br>Park City, UT 84060 |
|-------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|

|                                                 |                                                                 |
|-------------------------------------------------|-----------------------------------------------------------------|
| To Park City Municipal<br>Corporation, Grantee: | Office of the Mayor<br>445 Marsac Avenue<br>Park City, UT 84060 |
|-------------------------------------------------|-----------------------------------------------------------------|

or to such other address as any Party to this Agreement from time to time shall designate by written notice to the other Party.

15. Recordation. Grantee shall record this Deed Restriction in a timely fashion in the Office of the Recorder of Summit County, Utah, and Grantee may re-record it at any time as may be required to preserve Grantee's rights in the Deed Restriction.

16. General Provisions.

(a) Controlling Law. The Code, Treasury Regulations and laws of the State of Utah shall govern the interpretation and performance of this Deed Restriction.



(b) Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Deed Restriction shall be liberally construed in favor of preserving Conservation Values and to effect the purpose of the Deed Restriction and the policy and purposes of both Utah statute and Section 170(h) of the Code. If any provision in this Deed Restriction is found to be ambiguous, an interpretation consistent with Conservation Values and the purpose of the Deed Restriction that would render the provision valid shall be favored over any such interpretation that would render it invalid.

(c) Severability. If any provision of this Deed Restriction, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Deed Restriction, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

(d) Entire Agreement. This Deed Restriction sets forth the entire agreement of the Parties hereto with respect to the Deed Restriction and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Deed Restriction, all of which are merged herein.

(e) Amendments. Any amendments to this Deed Restriction must be in writing and must be executed by all Parties hereto.

(f) No Forfeiture. Nothing contained herein will result in the forfeiture or reversion of Grantor's title in any respect.

(g) Successors. The covenants, terms, conditions, and restrictions of this Deed Restriction shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors, and assigns and shall continue as a servitude running in perpetuity with the Property.

(h) Termination of Rights and Obligations. A Party's rights and obligations under this Deed Restriction (but no part of the Deed Restriction itself) shall terminate upon transfer of the Party's interest in the Deed Restriction or the Property, as the case may be, except that responsibility for acts or omissions occurring prior to transfer shall survive transfer.

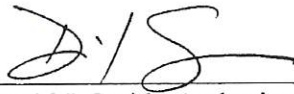
(i) Captions. The captions in this Deed Restriction have been inserted solely for convenience of reference and are not a part of this Deed Restriction and shall have no effect upon the construction or interpretation hereof.

IN WITNESS WHEREOF Grantor and Grantee have caused this Deed Restriction to be executed by persons duly authorized to execute the same as of the day and year first above written.

[signatures follow on next pages]

GRANTOR:

UNITED PARK CITY MINES COMPANY, a  
Delaware corporation

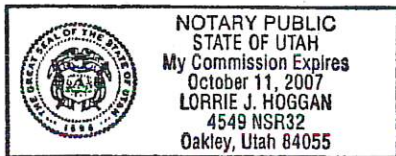
By:   
David J. Smith, Authorized Signing Officer

TALISKER LAND HOLDINGS, LLC, a Delaware  
limited liability company

By:   
David J. Smith, Authorized Signing Officer

STATE OF UTAH                    )  
                                          : ss.  
COUNTY OF SUMMIT            )

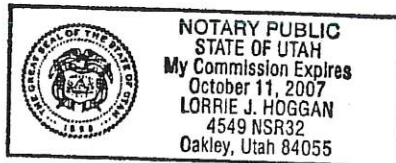
The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of March, 2007 by David J. Smith in his capacity as the Authorized Signing Officer of United Park City Mines Company, a Delaware corporation.

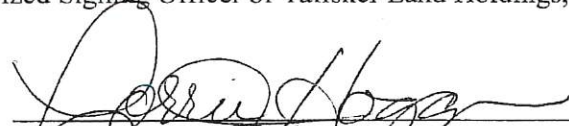


  
NOTARY PUBLIC  
Residing at: Oakley, Utah

STATE OF UTAH                    )  
                                          : ss.  
COUNTY OF SUMMIT            )

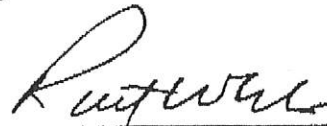
The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of March, 2007 by David J. Smith in his capacity as the Authorized Signing Officer of Talisker Land Holdings, LLC, a Delaware limited liability company.



  
NOTARY PUBLIC  
Residing at: Oakley, Utah

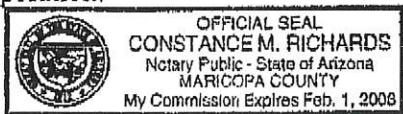


ROYAL STREET LAND COMPANY, a  
Utah corporation

By:   
Robert W. Wells, Vice President

ARIZONA  
STATE OF ~~UTAH~~ )  
MARICOPA : ss.  
COUNTY OF ~~SUMMIT~~ )

The foregoing instrument was acknowledged before me this 7 day of March, 2007 by  
Robert W. Wells in his capacity as Vice President of Royal Street Land Company, a Utah  
corporation.



Constance M. Richards  
NOTARY PUBLIC  
Residing at: Maricopa County, AZ

GRANTEE:

PARK CITY MUNICIPAL CORPORATION,  
a Utah city and political subdivision.

By: Dana Williams

STATE OF UTAH                    )  
                                          : ss.  
COUNTY OF SUMMIT            )

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of  
March, 2007 by Dana Williams, as the  
Mayor of Park City Municipal Corporation, a Utah city and political  
subdivision.



Sabra Karr Dator  
NOTARY PUBLIC  
Residing at: Summit Co.



LEGAL DESCRIPTION  
PCMR LANDS DEED RESTRICTION  
March 2, 2007

A parcel of land located in the southwest quarter of Section 16, Section 17, the east half of Section 18, Sections 19 and 20, the south half of Section 21, Sections 29 and 30, Township 2 South, Range 4 East, Salt Lake Base and Meridian and the east half of Section 25, Township 2 South, Range 3 East, Salt Lake Base and Meridian, said parcel being more or less described as follows:

Beginning at point is that North 00°30'11" West 934.67 feet along section line and West 3404.71 feet from the southeast corner of Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point also being the northernmost corner of King Road Estate, recorded February 26, 2002 as entry no. 612078, according to the official plat thereof on file and of record in the office of the recorder, Summit County, Utah; and running thence along the westerly boundary of said King Road Estate the following sixteen (16) courses: 1) South 11°44'40" West 75.86 feet; thence 2) South 08°16'31" East 93.02 feet; thence 3) South 03°34'29" West 97.70 feet; thence 4) South 11°54'04" West 151.80 feet; thence 5) South 03°04'59" West 97.45 feet; thence 6) South 16°59'41" East 157.20 feet; thence 7) South 11°10'49" East 123.76 feet; thence 8) South 19°07'06" West 182.56 feet; thence 9) South 17°58'26" East 97.99 feet; thence 10) South 08°24'14" West 124.71 feet; thence 11) South 14°01'12" West 102.12 feet; thence 12) South 21°15'12" West 223.98 feet; thence 13) South 00°02'02" West 420.00 feet; thence 14) South 09°57'58" East 290.00 feet; thence 15) South 38°02'02" West 601.95 feet; thence 16) South 21°27'58" East 195.08 feet to the northerly boundary of the Silver King Mining Reservation; thence along the northerly boundary of the Silver King Mining Reservation the following three (3) courses: 1) South 68°24'45" West 1065.03 feet; thence 2) South 61°30'44" West 93.44 feet; thence 3) South 67°30'00" West 25.28 feet to the westerly line of Section 21; thence along the westerly line of Section 21 South 01°49'17" East 266.83 feet; thence along the southerly line of the north half of Section 21 South 89°59'59" East 3204.88 feet; thence South 28°18'45" West 186.56 feet; thence South 29°09'57" West 315.97 feet; thence South 32°04'00" West 296.25 feet; thence South 47°29'30" West 405.07 feet; thence South 50°23'25" West 105.09 feet; thence South 56°00'00" West 94.90 feet; thence South 50°15'25" West 92.50 feet; thence South 40°35'50" West 110.80 feet; thence South 31°30'07" West 96.20 feet; thence South 27°54'51" West 126.00 feet; thence South 38°27'54" West 138.00 feet; thence South 33°26'55" West 136.00 feet; thence South 32°00'03" West 159.20 feet; thence South 32°14'53" West 101.60 feet; thence South 35°09'16" West 88.70 feet; thence South 46°47'25" West 123.00 feet; thence South 56°44'38" West 142.80 feet; thence South 15°21'41" West 116.30 feet; thence South 10°41'54" West 76.70 feet; thence North 71°42'35" West 163.49 feet; thence North 72°54'27" West 85.42 feet; thence South 86°11'16" West 94.42 feet; thence South 77°48'30" West 79.25 feet; thence South 77°19'44" West 85.84 feet; thence South 81°11'10" West 122.88 feet; thence South 67°45'58" West 149.28 feet; thence South 64°44'13" West 136.79 feet; thence South 82°14'00" West 672.44 feet; thence South 77°17'18" West 735.40 feet; thence South 87°35'00" West 778.00 feet; thence South 23°55'00" West 604.00 feet; thence South 10°48'36" West 569.75 feet; thence South 20°48'44" West 698.02 feet; thence South



30°09'00" West 354.14 feet; thence South 71°34'40" West 644.26 feet; thence South 49°33'13" West 616.72 feet; thence South 37°33'27" West 779.84 feet; thence South 35°07'44" West 548.54 feet; thence South 44°09'00" West 1236.63 feet; thence South 79°45'30" West 288.30 feet; thence South 83°01'30" West 494.40 feet; thence North 75°15'30" West 705.70 feet; thence North 88°10'30" West 612.40 feet; thence South 79°33'30" West 453.20 feet; thence North 68°16'30" West 378.70 feet; thence North 60°54'30" West 368.90 feet; thence North 29°57'30" West 201.20 feet; thence South 56°08'00" West 402.00 feet; thence South 61°28'00" West 304.10 feet; thence South 50°42'00" West 479.60 feet; thence South 54°28'00" West 792.00 feet; thence South 65°22'00" West 244.50 feet; thence South 78°48'00" West 685.80 feet; thence South 86°10'00" West 265.50 feet; thence South 88°22'00" West 302.90 feet; thence South 79°23'00" West 267.90 feet; thence South 79°50'00" West 261.50 feet; thence North 23°02'08" West 123.79 feet; thence North 17°52'03" West 155.35 feet; thence North 05°10'26" West 233.33 feet; thence North 69°34'42" West 736.28 feet; thence North 52°50'00" West 624.65 feet; thence North 74°11'18" West 213.72 feet; thence North 36°49'35" West 701.84 feet; thence along the southerly line of the Matilda Lode, Mineral Survey No. 4959 North 80°12'00" East 936.47 feet; thence along the easterly line of the Matilda Lode, Mineral Survey No. 4959 North 21°36'00" West 612.00 feet; thence along the northerly line of the Fairbanks Fraction Lode, Mineral Survey No. 5364 North 75°31'00" East 388.60 feet; thence along the westerly line of the Indiana Lode, Mineral Survey No. 4760 North 35°42'00" West 308.10 feet; thence along the northerly line of the Indiana Lode, Mineral Survey No. 4760 North 63°32'00" East 372.80 feet; thence along the southerly line of the Malchite Lode, Lot 281 South 83°15'00" West 788.31 feet; thence along the Summit-Salt Lake County line North 21°28'07" East 381.77 feet; thence along the southerly line of the Augusta Lode, Lot 122 North 47°11'00" East 145.31 feet; thence along the northerly line of the R.K.D. Lode, Lot 287 North 83°15'00" East 489.90 feet; thence along the easterly line of the R.K.D. Lode, Lot 287 South 24°08'00" East 21.90 feet; thence along the northerly line of the Roscamp Lode, Lot 286 North 64°44'00" East 250.80 feet; thence North 129.30 feet; thence North 63°07'00" East 231.20 feet; thence North 56°30'00" East 794.20 feet; thence along the west line of Section 30 North 00°36'00" East 3.70 feet; thence North 45°41'00" East 214.75 feet; thence along the northerly line of the Hope Lode, Lot 299 North 36°45'00" East 147.10 feet; thence along the easterly line of the Pique No. 3 Lode, Mineral Survey No. 4742 North 44°41'00" West 26.10 feet; thence North 04°55'00" West 575.00 feet; thence along the southerly line of the Norma Lode, Mineral Survey No. 4177 South 76°24'00" West 177.28 feet; thence North 01°35'00" East 137.93 feet; thence East along the southerly line of Section 19 1321.46 feet; thence South 00°00'07" West 727.38 feet; thence South 39°30'00" East 659.89 feet; thence North 50°00'00" East 1050.51 feet; thence North 45°56'25" East 493.99 feet; thence North 13°09'11" East 3773.82 feet; thence North 09°05'46" East 4380.03 feet; thence North 11°27'54" West 1099.08 feet; thence along the northerly line of the Seldom Seen No. 4, Mineral Survey No. 5591 North 56°24'00" East 1500.00 feet; thence along the northerly line of the Seldom Seen No. 3, Mineral Survey 5591 North 29°33'00" East 977.60 feet; thence along the northerly line of the Seldom Seen No. 2, Mineral Survey No. 5591 North 24°18'00" East 609.56 feet; thence along the southerly line of Section 8 South 89°37'42" East 2375.13 feet; thence along the southerly line of Section 8 North 89°53'52" East 363.00 feet; thence (along the boundary of property owned by Park Properties) the following three (3) courses: 1) South 40°33'27" East 1007.17 feet; thence 2) South 130.35

feet; thence 3) East 119.98 feet to the southwesterly boundary of the parcel described in that Special Warranty Deed recorded October 30, 1975 as entry no. 129128 in the office of the recorder, Summit County, Utah; thence along said parcel South 40°33'27" East 643.53 feet to the southwesterly line of Parcel No. 7, described in the document recorded on March 18, 1971 as entry no. 112831 in the office of the recorder, Summit County, Utah; thence along the boundary of said Parcel No. 7 the following two (2) courses: 1) South 40°33'27" East 1600.00 feet; thence 2) South 46°37'01" East 2570.22 feet (deed South 46°54'22" East) to the point of beginning.

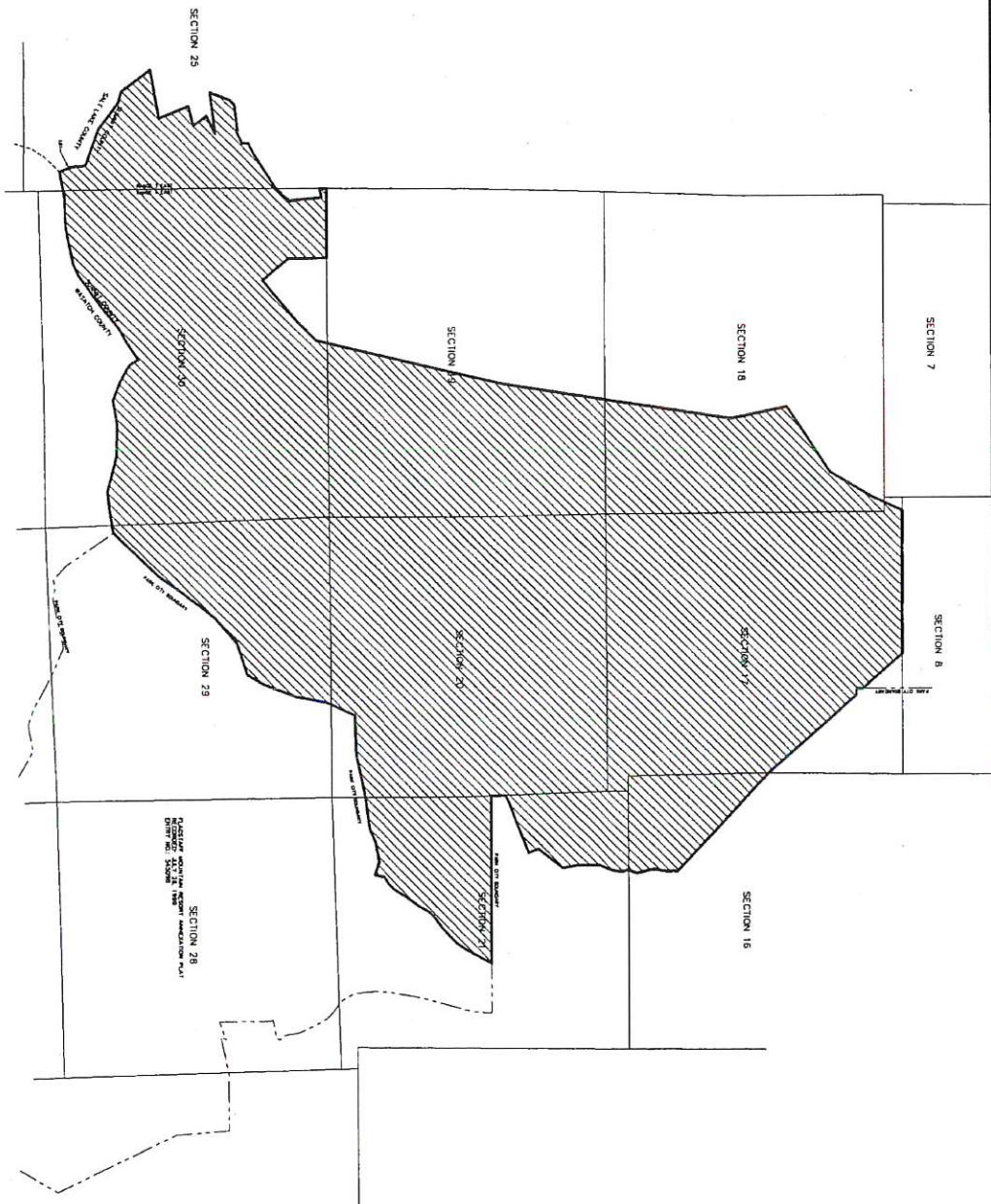
Description contains 2,931 acres, more or less.

X:\Empire\Docs\Talisker\Desc\259-pcmr deed restrict.doc





# PCMR LANDS DEED RESTRICTION



**EXHIBIT D – 2**  
**CONSERVATION EASEMENT**

**COPY**

WHEN RECORDED MAIL TO

Summit Land Conservancy  
Attn: Cheryl Fox, Executive Director  
1650 Park Avenue  
P. O. Box 1775  
Park City, UT 84060

**CONSERVATION EASEMENT**

THIS GRANT OF CONSERVATION EASEMENT ("Easement") is made effective as of the 2nd day of March, 2007, by UNITED PARK CITY MINES COMPANY, a Delaware corporation ("UPCMC") and its subsidiary, TALISKER LAND HOLDINGS, LLC ("TLH"), which contribute, grant and convey the rights described hereafter to SUMMIT LAND CONSERVANCY, a Utah non-profit corporation ("Summit"). UPCM and TLH are collectively referred to herein as "Grantor" and Summit is referred to herein as "Grantee". Grantor and Grantee are sometimes collectively referred to herein as the "Parties".

**WITNESSETH:**

WHEREAS, Grantor owns certain real property located in Summit County, Utah (the "Property") more particularly described on Exhibit A attached hereto and made a part hereof; and

WHEREAS, the Property possesses natural, scenic, open space, and public recreation values as described in Section 170(h)(4)(A) of the Internal Revenue Code of 1986 (the "Code") (collectively referred to herein as "Conservation Values"); and

WHEREAS, the specific Conservation Values of the Property are documented in materials sometimes referred to as the "Baseline Documentation," which consists of narratives, maps, photographs and other documentation intended to provide the Parties with an accurate representation of the Property at the time of the granting of the Easement as defined below; and

WHEREAS, located on the Property is a certain historic mining structure and related improvements identified in the Baseline Documentation (collectively, the "Historic Mining Improvements"); and

WHEREAS, the Property is appropriate for substantial and regular year-round recreational and other uses as hereinafter described as the Reserved Use Rights; and

WHEREAS, Grantor intends that the Conservation Values of the Property be preserved and maintained by the continuation of land use patterns, including, without limitation, those existing at the time of the recording of this Easement, subject to the Reserved Use Rights; and

WHEREAS, Grantor further intends, as owner of the Property, to preserve and protect the conservation values of the Property in perpetuity, subject to the Reserved Use Rights; and



WHEREAS, GRANTEE is a qualified organization described in Code Section 170(b)(1)(A)(vi), (c)(2) and (h)(3)(A); and

WHEREAS, Grantee agrees by accepting this grant that the Easement contained herein significantly furthers conservation values including a clearly delineated local governmental policy of Park City Municipal Corporation, and that Grantee will honor the intentions of Grantor stated herein to preserve and protect in perpetuity the Conservation Values of the Property for the benefit of this generation and the generations to come;

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of the State of Utah and in particular U.C.A. Title 57, Chapter 18, Grantor hereby contributes, grants and conveys to Grantee a Conservation Easement in perpetuity over the Property of the nature and character and to the extent set forth herein (the "Easement").

1. Purpose. It is the primary purpose of the Easement to prevent residential development on the Property and, subject to the Reserved Use Rights described in Section 3 of this Easement, to assure that the Property will be retained forever in its open, generally undeveloped condition as provided herein and to prevent any use of the Property that will significantly impair or interfere with the Conservation Values of the Property. Grantor intends that the Easement will confine the use of the Property to those activities, including without limitation the Reserved Use Rights, that are consistent with the terms of this Easement.

2. Rights of Grantee. To accomplish the purpose of this Easement, the following rights are conveyed to Grantee by this Easement, subject at all times to the Reserved Use Rights:

- (a) The right to preserve and protect the Conservation Values of the Property;
- (b) The right to enter upon the Property at reasonable times in order to monitor Grantor's compliance with and otherwise enforce the terms of this Easement; provided that such entry shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property;
- (c) The right to prevent any activity on or use of the Property that is inconsistent with the terms of this Easement and to enforce the restoration of such areas or features of the Property that may be damaged by inconsistent activity or use, pursuant to Section 7 hereof; and
- (d) The right to enforce this Easement by appropriate legal proceedings, after providing Grantor with reasonable notice and opportunity to cure, as provided in section 7 herein.

3. Reserved Use Rights. The following uses and practices (collectively referred to herein as the "Reserved Use Rights") are consistent with the purpose of the Easement, shall not be precluded or prevented by this Easement to the extent they are not inconsistent with Conservation Values:

(a) Substantial and regular recreational uses consisting of winter and summer recreational uses to include (i) bike, skiing, snowshoe and hiking trails, (ii) avalanche hazard reduction, (iii) forestry management, and (iv) other passive recreational activities (e.g., ornithology and botany);;

(b) the establishment and maintenance of culinary water lines, pump stations and storage tanks, snowmaking water lines, pump stations, storage tanks and storage ponds, all of which are to be implemented in a manner not inconsistent with Conservation Values but which shall not involve the construction of any new buildings;

(c) The protection, maintenance, repair, renovation, restoration and use of the Historic Mining Improvements by Grantor subject to the approval of Park City Municipal Corporation, in cooperation with the Utah Historic Preservation Society, and in a manner not inconsistent with the Conservation Values;

(d) The construction, installation, use, maintenance, repair, replacement and relocation of utilities including water wells, water lines, sanitary sewer lines, storm sewer lines [and the right to discharge their flows], natural gas lines, electric power lines, cable television lines, telephone lines, and other utility lines, together with the right to temporarily stockpile materials and equipment as expressly approved in writing by the Grantee, so long as such uses are necessary for the Reserved Use Rights, are located in disturbed areas such as ski runs or existing utility corridors (unless otherwise approved by the Grantee) and are not inconsistent with Conservation Values;

(e) The use, maintenance and repair of existing roads (no new roads may be constructed) provided all applicable land use approvals are obtained from Park City Municipal Corporation (nothing herein shall be deemed as such approval) and such are done in a manner not inconsistent with Conservation Values;

(f) All activities on the Property that are necessary to perform investigation, remediation, closure and/or reclamation work consistent with or required by law with respect to any portion of the Property that has been used previously for mining activities or mining operations;

(g) The right to access all subsurface oil, gas or other minerals by subsurface techniques to the maximum extent permitted by a "Qualified Mineral Interest" within the meaning of Section 170(h)(6) of the Code provided that such rights are exercised only without use of any surface mining method and only in a manner which is not inconsistent with the Conservation Values.

(h) Passive uses otherwise allowed by the Park City Land Management Code in the ROS District intended to preserve and protect the Conservation Values.

4. Prohibited Uses and Practices. Any activity on or use of the Property inconsistent with the purpose of the Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:



(a) Any residential development or use including hotels condominiums and overnight lodging, and any surface mining, use of surface mining methods or mining by any method inconsistent with Conservation Values; and

(b) Hunting or trapping for any purpose other than predatory or problem animal control.

5. Existing Encumbrances. The Property is subject to all existing easements and other encumbrances of record.

6. Reserved Rights. Grantor reserves to Grantor and to Grantor's successors and assigns as the owner of the Property all rights accruing from the ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are consistent with the purpose of the Easement and that are not expressly prohibited herein, including without limitation the right to engage in or permit others to engage in Reserved Use Rights.

6.1 Minor Boundary Adjustments. Grantor reserves the right to make reasonable and minor boundary line adjustments in the legal description of the Property, provided that any such adjustments are consistent with the Reserved Use Rights and provided that the total area of the Property that is subject to the Easement shall not be reduced as the result of any such boundary line adjustments. The Grantee shall execute, acknowledge and record in the Office of the Recorder of Summit County, Utah any amendments to this Easement proposed by Grantor for such purpose so long as such adjustments are not inconsistent with Conservation Values.

6.2 Notice of Reserved Use Rights and New Uses and Other Purposes. Grantor agrees to notify Grantee in writing at least 30 days in advance of any change in use or exercise of any Reserved Use Right or other activity undertaken by Grantor which may have an adverse impact on any Conservation Value. The purpose of requiring Grantor to notify Grantee prior to undertaking certain permitted activities, such as those provided in Paragraph 3 above, is to afford Grantee an adequate opportunity to monitor the activities in question to ensure that they are designed and carried out in a manner consistent with the terms and Purpose of this Easement Agreement. Therefore the notice shall describe the activity in sufficient detail to permit Grantee to make an informed judgment as to the consistency of the intended action with the requirements and Purpose of this Easement Agreement. Grantor further agrees to give written notice to Grantee of the transfer of any interest in the Property, including but not limited to any sale, gift, or long-term lease, at least thirty (30) days prior to the date of such transfer.

7. Grantee's Remedies. If Grantee determines that Grantor is in violation of the terms of this Easement or that a violation is threatened, Grantee shall give written notice to both Grantor and Current Lessee of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the terms of this Easement, to restore the portion of the Property so injured. If Grantor fails to cure the violation within thirty (30) days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fails to begin curing such violation within the thirty (30) day period, or



fails to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, ex parte as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Easement or injury to any Conservation Values protected by the Easement, including damages for the loss of scenic, aesthetic, or environmental values, and to require the restoration of the Property to the condition that existed prior to any such injury. Without limiting Grantor's liability therefor, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Property, Grantee may pursue its remedies under this Section without prior notice to Grantor or without waiting for the period provided for cure to expire. Grantee's rights under this Section apply equally in the event of either actual or threatened violations of the terms of this Easement, and Grantor agrees that Grantee's remedies at law for any violation of the terms of this Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this Section, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this Section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity. Current Lessee shall, with at least simultaneous notice to Grantor, have the right, but not the duty, to undertake any above described cures on behalf of Grantor if Grantor has not commenced such cure at least five days before the end of the cure period described herein.

7.1 Costs of Enforcement. Any costs incurred by Grantee in enforcing the terms of this Easement against Grantor, including, without limitation, costs of suit and attorneys' fees, the reasonable fees and expenses of any expert engaged by Grantee, and any costs of restoration necessitated by Grantor's violation of the terms of this Easement shall be borne by Grantor. If Grantor prevails in any action to enforce the terms of this Easement, Grantor's costs of suit, including, without limitation, attorneys' fees, shall be borne by Grantee.

7.2 Grantee's Enforcement. Failure by Grantee to immediately enforce this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement.

7.3 Waiver of Certain Defenses. Grantor hereby waives any defense of laches, estoppel, or prescription.

7.4 Acts Beyond Grantor's Control. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.



8. Access. No specific right of access by the general public to any specific portion of the Property is conveyed by this Easement, but the overall operation of the Property shall be such as to provide the Public substantial and regular access for recreational and scenic uses. However, Grantor agrees with Grantee to refrain from taking any action to post against, prohibit, charge a fee, or otherwise discourage access and use of established trails as shown on Exhibit B by the general public for traditional, daytime, non-intensive outdoor recreation such as back country skiing, hiking, mountain biking, trail running, and other activities that are permitted in Park City's ROS zones; except that Grantor and Grantee may mutually agree in writing to temporarily restrict public access on the public trails, but only to the extent and for the duration necessary to assure safety, to permit necessary maintenance, or to preserve important scenic, ecological, or other Conservation Values of the Property. Notwithstanding any public use of the Property and any insurance coverage therefore, neither the Grantor nor the Grantee assumes any obligation to maintain the Property for public recreational use, and Grantor and Grantee claim all the rights and immunities against liabilities for injury to the public to the fullest extent of the law under Utah Code Annotated §57-14-3 and §57-14-4 and or any tort claims act for government, and/or charitable immunity statutes for nonprofits.

9. Costs and Liabilities. Grantor retains sole and exclusive responsibility and shall bear all costs, expenses, fees, and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of comprehensive general liability insurance coverage with a limit of at least \$2,000,000. Grantor shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.

9.1 Taxes. Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, the Easement, and shall furnish Grantee with satisfactory evidence of payment upon request.

9.2 Hold Harmless. Grantor shall hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents, and contractors (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands or judgments, including, without limitation, reasonable attorneys' fees arising from or in any connection with: (a) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties; (b) the obligations specified in Sections 9 and 9.1; and (c) the existence or administration of this Easement.

9.3 Insurance. The Grantor covenants and warrants that it will maintain Public Liability Insurance, with sound and reputable insurers licensed to transact business in the State of Utah, in the amount of at least \$2,000,000.00 insuring against the risks posed by the construction, maintenance, operation, repair, inspection and public trail use of the easement area. The Grantor shall name the Grantee as an additional insured on the liability insurance policy. Upon request, Grantor shall provide Grantee with a certificate of insurance confirming the foregoing coverage.



9.4 Hazardous Materials. Grantor also agrees to defend and indemnify Grantee against obligations arising from past, present or future dumping of hazardous materials on the Property, and any obligations associated with their cleanup or containment.

10. Property Interest: Condemnation or Extinguishment. The Easement constitutes a real property interest immediately vested in Grantee, which the Parties agree can not be extinguished except by a judicial action as permitted under Treas. Reg. 1.170A-14(g)(6)(i), and which, for the purposes of this Easement, the Parties stipulate to have a fair market value determined in accordance with the requirements of the Code and Treas. Reg. 1.170A-14(g)(6)(ii), as applicable to conservation contributions. Grantor will obtain independent tax counsel and be solely responsible for compliance requirements of the Code with respect to the establishment of the fair market value of the Property upon recordation of this Easement; it being understood that Grantee shall have no responsibility relative to the establishment of values for the Property. The values as of the date of this Easement shall be those values used to calculate the deduction, if any, for federal income tax purposes allowable by reason of this Easement, pursuant to Section 170(h) of the Code. If the Easement is taken, in whole or in part, by exercise of the power of eminent domain or by an extinguishment by judicial proceeding permitted under Treas. Reg. 1.170A-14(g)(6)(i), Grantee shall be entitled to compensation in accordance with applicable law (but in no event less than the amount required to be received under Treas. Reg. 1.170A-14(g)(6)(ii)) and such proceeds shall be used in solely in accordance with Treas. Reg. 1.170A-14(c)(2).

11. Assignment. The Easement is not transferable by Grantee except to a non-governmental eligible donee within the meaning of Treas. Reg. 1.170A-14(c)(1) in a properly documented transfer complying with all requirements of law including, without limit, Treas. Reg. 1.170A-14(c)(2).

12. Estoppel Certificates. Upon request by Grantor, Grantee shall within thirty (30) days execute and deliver to Grantor any document, including an estoppel certificate, which certifies Grantor's compliance with any obligation of Grantor contained in this Easement and otherwise evidences the status of this Easement as may be requested by Grantor.

13. Baseline Documentation. The Parties acknowledge that an inventory of Baseline Documentation relating to the Property has been completed based upon information available to Grantor on the date hereof and which has been provided by Grantor to Grantee. Copies of this inventory of Baseline Documentation are on file in Grantee's offices and in Grantor's offices. The Parties acknowledge that this collection of Baseline Documentation contains an accurate representation of the condition of the Property subject to the Easement and the natural resources associated with the Property as of the date of the execution of this Easement in accordance with Treasury Regulation § 1.170A-14(g)(5)(i). Notwithstanding the foregoing, in the event of a controversy arising with respect to the nature of the biological and/or physical condition of the Property, the Parties shall not be foreclosed from using any and all other relevant or material documents, surveys, reports and other information to assist in the resolution of that controversy.

14. Notices. Any notice, demand, request, consent, approval, or communication that any Party to this Easement desires or is required to give to the other Parties shall be in writing

and shall be served either personally or sent by first class mail, postage prepaid, or by other courier providing reliable proof of delivery, and addressed as follows:

|                                             |                                                                                                                                   |
|---------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|
| To United Park City Mines Company, Grantor: | United Park City Mines Company<br>Attn.: David J. Smith<br>900 Main Street, Suite 6107<br>P. O. Box 1450<br>Park City, Utah 84060 |
| To Talisker Land Holdings, LLC, Grantor:    | Talisker Land Holdings, LLC<br>Attn.: David J. Smith<br>900 Main Street, Suite 6111<br>P. O. Box 4349<br>Park City, Utah 84060    |
| To Summit Land Conservancy, Grantee:        | Summit Land Conservancy<br>Attn: Cheryl Fox, Executive Director<br>1650 Park Avenue<br>PO Box 1775<br>Park City, UT 84060         |

or to such other address as any Party to this Agreement from time to time shall designate by written notice to the other Party.

15. Recordation. Grantee shall record this Easement in a timely fashion in the Office of the Recorder of Summit County, Utah, and Grantee may re-record it at any time as may be required to preserve Grantee's rights in the Easement.

16. General Provisions.

(a) Controlling Law. The Code, Treasury Regulations and laws of the State of Utah shall govern the interpretation and performance of this Easement.

(b) Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of preserving Conservation Values and to effect the purpose of the Easement and the policy and purposes of both Utah statute and Section 170(h) of the Code. If any provision in this Easement is found to be ambiguous, an interpretation consistent with Conservation Values and the purpose of the Easement that would render the provision valid shall be favored over any such interpretation that would render it invalid.

(c) Severability. If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.



(d) Entire Agreement. This Easement sets forth the entire agreement of the Parties hereto with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein.

(e) Amendments. The Parties may by mutual written agreement jointly amend this Easement; provided that no amendment shall be made that would not be in compliance with the then existing Code or the Treasury Regulations (including the interpretation or application thereof by any court) or that would adversely affect the qualification of this Easement or the status of Grantee under any applicable laws, including Sections 170(h) and 501(c)(3) of the Code, the Treasury Regulations, and the laws of the State of Utah, as then existing. Any such amendment shall be consistent with the purpose of this Easement, shall not affect its duration, shall not permit any of the prohibited uses and practices described herein including residential, hotel and lodging uses and development, and shall not permit any impairment of the Conservation Values of the Property. Any such amendment shall be filed in the Summit County Recorder's office. Nothing in this paragraph shall require Grantor or Grantee to agree to any amendment or to consult or negotiate regarding any amendment.

(f) No Forfeiture. Nothing contained herein will result in the forfeiture or reversion of Grantor's title in any respect.

(g) Successors. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors, and assigns and shall continue as a servitude running in perpetuity with the Property.

(h) Termination of Rights and Obligations. A Party's rights and obligations under this Easement (but no part of the Easement itself) shall terminate upon transfer of the Party's interest in the Easement or the Property, as the case may be, except that responsibility for acts or omissions occurring prior to transfer shall survive transfer.

(i) Captions. The captions in this Easement have been inserted solely for convenience of reference and are not a part of this Easement and shall have no effect upon the construction or interpretation hereof.

IN WITNESS WHEREOF Grantor and Grantee have caused this Easement to be executed by persons duly authorized to execute the same effective as of the day and year first above written.

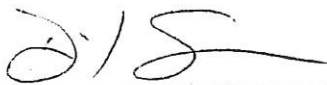
GRANTOR:

UNITED PARK CITY MINES COMPANY, a  
Delaware corporation

By: 

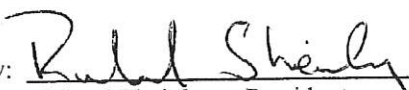
David J. Smith, Authorized Signing Officer

TALISKER LAND HOLDINGS, LLC, a Delaware  
limited liability company

By:   
David J. Smith, Authorized Signing Officer

GRANTEE:

SUMMIT LAND CONSERVANCY,  
a Utah non-profit corporation.

By:   
Richard Sheinberg, President

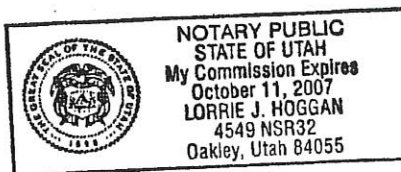
STATE OF UTAH                    )  
                                          : ss.  
COUNTY OF SUMMIT            )

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of March, 2007 by  
David J. Smith in his capacity as the Authorized Signing Officer of United Park City Mines  
Company, a Delaware corporation.

  
NOTARY PUBLIC  
Residing at: Oakley, Utah

My Commission Expires:

10-11-07



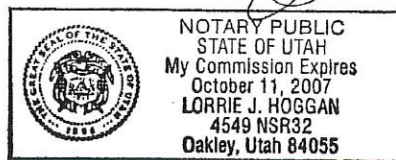
STATE OF UTAH                    )  
                                          : ss.  
COUNTY OF SUMMIT            )

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of March, 2007 by David J. Smith in his capacity as the Authorized Signing Officer of Talisker Land Holdings, LLC, a Delaware limited liability company.

  
\_\_\_\_\_  
NOTARY PUBLIC  
Residing at: Oakley, Utah

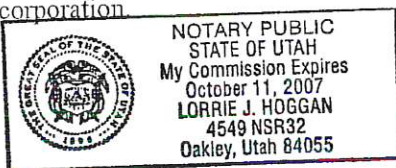
My Commission Expires:

10-11-07



STATE OF UTAH                    )  
                                          : ss.  
COUNTY OF SUMMIT            )

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of March, 2007 by Richard Sheinberg, as the President of Summit Lands Conservancy, a Utah non-profit corporation.



  
\_\_\_\_\_  
NOTARY PUBLIC  
Residing at: Oakley, Utah

My Commission Expires:

10-11-07



**EXHIBIT A  
TO  
CONSERVATION EASEMENT**

---

[Insert Legal Description of the Property]

(Attached)

A-1

LEGAL DESCRIPTION  
SILVER KING AREA CONSERVATION EASEMENT  
March 2, 2007

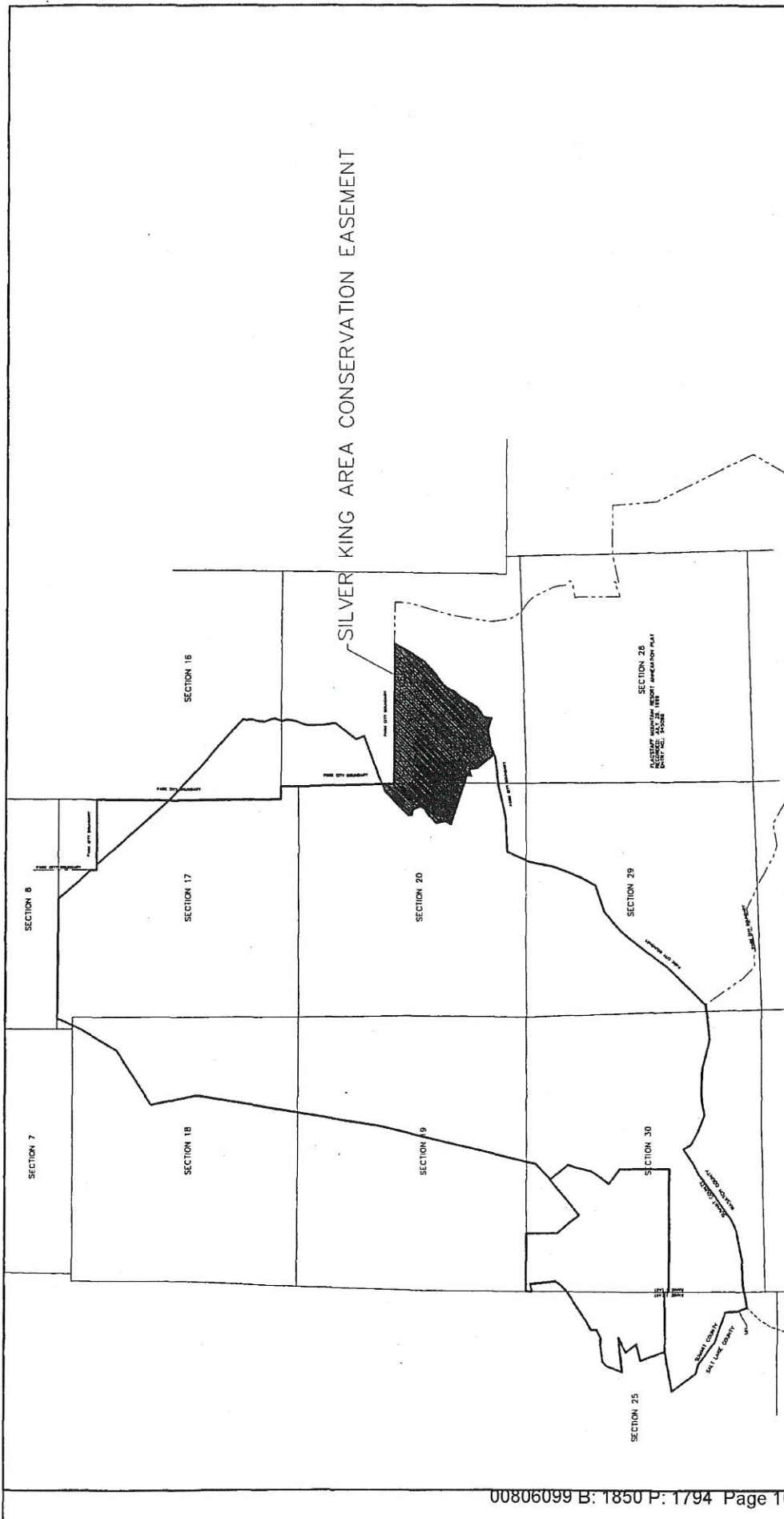
A parcel of land located in the east half of Section 20 and the south half of Section 21, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said parcel being more or less described as follows:

Beginning at a point on the north line of the south half of Section 21, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point also being the northwestern corner of the Flagstaff Mountain Resort Annexation Plat, recorded July 28, 1999 as entry no. 545098 in the office of the recorder, Summit County, Utah; and running thence along the northwestern boundary of said Flagstaff Mountain Resort Annexation Plat the following twenty-seven (27) courses: 1) South 28°18'45" West 186.56 feet; thence 2) South 29°09'57" West 315.97 feet; thence 3) South 32°04'00" West 296.25 feet; thence 4) South 47°29'30" West 405.07 feet; thence 5) South 50°23'25" West 105.09 feet; thence 6) South 56°00'00" West 94.90 feet; thence 7) South 50°15'25" West 92.50 feet; thence 8) South 40°35'50" West 110.80 feet; thence 9) South 31°30'07" West 96.20 feet; thence 10) South 27°54'51" West 126.00 feet; thence 11) South 38°27'54" West 138.00 feet; thence 12) South 33°26'55" West 136.00 feet; thence 13) South 32°00'03" West 159.20 feet; thence 14) South 32°14'53" West 101.60 feet; thence 15) South 35°09'16" West 88.70 feet; thence 16) South 46°47'25" West 123.00 feet; thence 17) South 56°44'38" West 142.80 feet; thence 18) South 15°21'41" West 116.30 feet; thence 19) South 10°41'54" West 76.70 feet; thence 20) North 71°42'35" West 163.49 feet; thence 21) North 72°54'27" West 85.42 feet; thence 22) South 86°11'16" West 94.42 feet; thence 23) South 77°48'30" West 79.25 feet; thence 24) South 77°19'44" West 85.84 feet; thence 25) South 81°11'10" West 122.88 feet; thence 26) South 67°45'58" West 149.28 feet; thence 27) South 64°44'12" West 50.80 feet; thence North 85°19'13" West 26.72 feet; thence North 38°07'58" West 492.94 feet; thence North 10°07'30" West 212.80 feet; thence South 71°23'17" West 141.94 feet; thence North 08°33'57" East 80.65 feet; thence North 71°14'09" West 1185.64 feet; thence North 27°00'44" East 149.76 feet; thence North 13°42'15" West 216.34 feet; thence North 50°17'45" East 117.77 feet; thence North 40°17'45" East 142.11 feet; thence North 58°48'26" East 193.35 feet; thence North 19°44'22" East 106.66 feet; thence North 23°13'01" West 168.03 feet; thence North 73°32'40" West 146.17 feet; thence North 03°13'23" West 78.48 feet; thence North 45°49'43" East 766.88 feet; thence North 69°44'01" East 184.61 feet to the west line of Section 21, Township 2 South, Range 4 East, Salt Lake Base and Meridian; thence along the west line of said Section 21 South 01°49'17" East 266.56 feet; thence along the north line of the south half of said Section 21 South 89°59'59" East 3204.88 feet to the point of beginning.

Description contains 143.40 acres, more or less.

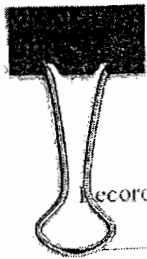
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# **SILVER KING AREA CONSERVATION EASEMENT**

|                                                                                                                                                                                                                           |  |                                                                                                          |  |                                                                                                                                                             |  |                                                                                                                                                    |  |                                                                                                                                    |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|----------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------|--|----------------------------------------------------------------------------------------------------------------------------------------------------|--|------------------------------------------------------------------------------------------------------------------------------------|--|
| <p>ENGINEER'S CERTIFICATE</p> <p>I FIND THIS PLAN TO BE IN ACCORDANCE WITH THE ACTS OF THE LEGISLATURE OF THE STATE OF UTAH, AND I FILE IN MY OFFICE THIS 1ST DAY OF FEBRUARY, 2007 A.D.</p> <p>BY PARK CITY ENGINEER</p> |  | <p>APPROVAL AS TO FORM</p> <p>APPROVED AS TO FORM THIS DAY OF 2007 A.D.</p> <p>BY PARK CITY ATTORNEY</p> |  | <p>CERTIFICATE OF ATTEST</p> <p>I CERTIFY THIS RECORD OF SURVEY WAS FILED IN MY OFFICE THIS 1ST DAY OF FEBRUARY, 2007 A.D.</p> <p>BY PARK CITY RECORDER</p> |  | <p>COUNCIL APPROVAL AND ACCEPTANCE</p> <p>APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS 1ST DAY OF FEBRUARY, 2007 A.D.</p> <p>BY MAYOR</p> |  | <p>RECORDED</p> <p>STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF</p> <p>DATE TIME BOOK PAGE</p> <p>FEE RECORDER</p> |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|----------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------|--|----------------------------------------------------------------------------------------------------------------------------------------------------|--|------------------------------------------------------------------------------------------------------------------------------------|--|



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 2<sup>nd</sup> 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"** provisionally<sup>1</sup> 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"** provisionally<sup>2</sup> 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, B<sub>1</sub>, and B<sub>2</sub>) and maximum densities, unit equivalencies and configuration more fully described herein.

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<sup>1</sup> 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.

<sup>2</sup> 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”** provisionally<sup>3</sup> 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:

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<sup>3</sup> 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”** provisionally<sup>4</sup> 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

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<sup>4</sup> 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.<sup>5</sup> 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:

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<sup>5</sup> Hotel 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.<sup>6</sup> 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, B<sub>1</sub>, and B<sub>2</sub>) 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

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<sup>6</sup> Hotel rooms of 500 square feet or less constitute ¼ 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 reclaim<sup>7</sup> 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.

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<sup>7</sup> Reclamation 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.<sup>8</sup>

**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.<sup>9</sup> 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

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<sup>8</sup> 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.

<sup>9</sup> 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 impacts<sup>10</sup> 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

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<sup>10</sup> 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-style<sup>11</sup>), at a location to be determined at the CUP phase. No private parking areas or vehicular

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<sup>11</sup> 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.<sup>12</sup>

**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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<sup>12</sup> 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 Area<sup>13</sup>, 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

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<sup>13</sup> 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.<sup>14</sup> Prior to the issuance of a Certificate of Occupancy within the Mountain Village,<sup>15</sup> 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.

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<sup>14</sup> 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.

<sup>15</sup> 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 stockpiling<sup>16</sup> 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

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<sup>16</sup> 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:



| Type of Use                                                               | Unit<br>Equivalents          | Mitigation Rate | AUEs Required |
|---------------------------------------------------------------------------|------------------------------|-----------------|---------------|
| <b>Residential</b>                                                        |                              |                 |               |
| Residential Units                                                         | 785                          | 0.1             | 78.50         |
| Single Family Home Sites                                                  | 54                           | 0.1             | 5.40          |
| <b>Subtotal Residential</b>                                               | <b>839</b>                   |                 | <b>83.90</b>  |
| Type of Use                                                               | Square Footage /<br>1,000 SF | Mitigation Rate | AUEs Required |
| <b>Commercial</b>                                                         |                              |                 |               |
| Commercial Unit Equivalents                                               | 75                           | 0.2             | 15.00         |
| <b>Subtotal Commercial</b>                                                | <b>75</b>                    |                 | <b>15.00</b>  |
| Base AUEs On-Site (25%): 24.725                                           |                              |                 |               |
| Base AUEs Off-Site (75%): 74.175 *                                        |                              |                 |               |
| <b>Total Base AUEs</b>                                                    |                              |                 | <b>98.90</b>  |
| <b>Additional AUEs Contributed by Developer (located Quinns Junction)</b> |                              |                 | <b>20.00</b>  |
| <b>TOTAL AUEs</b>                                                         |                              |                 | <b>118.00</b> |

\*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 adequate<sup>17</sup> 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)<sup>18</sup> 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

<sup>17</sup> The course must be operated to maximize play.

<sup>18</sup> 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.<sup>19</sup>

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

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<sup>19</sup> 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  
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

TALISKER  
900 MAIN ST Suite 6111  
P.O. Box 4349  
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<br>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<br>Junction Parcel                      |
| Exhibit F | Deer Valley Ski Area Master Plan                                                     |
| Exhibit G | Deer Valley Resort Company Ski Run Construction<br>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<br>Space                                 |
| Exhibit L | Map and Legal description of Sandridge Parking<br>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 2<sup>nd</sup> day of March, 2007.

**PARK CITY MUNICIPAL CORPORATION**

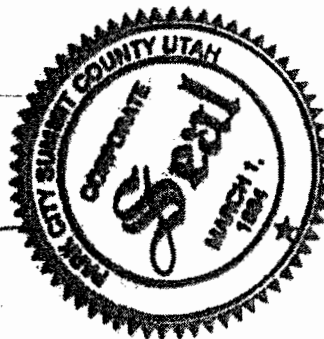
By: *Dana Williams*  
Dana Williams, Mayor

ATTEST: City Clerk

By: *Janet Scott*  
Janet Scott, City Recorder

APPROVED AS TO FORM:

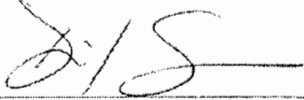
*Mark D. Harrington*  
Mark D. Harrington, City Attorney





**DEVELOPER:**

United Park City Mines Company,  
a Delaware corporation



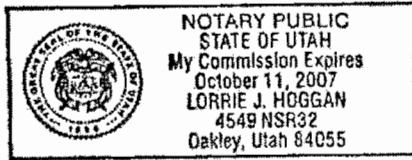
David J. Smith, Authorized Signing Officer

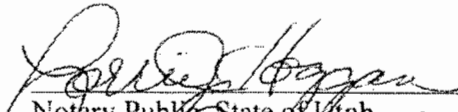
STATE OF UTAH )

: ss

COUNTY OF SUMMIT )

On this 28<sup>th</sup> day of ~~March~~ <sup>February</sup>, 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,**

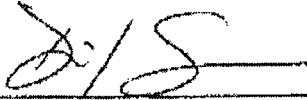
a Utah limited partnership

By: Royal Street of Utah, a Utah corporation,  
General Partner

By: \_\_\_\_\_  
Robert Wells, Vice President

**DEVELOPER:**

United Park City Mines Company,  
a Delaware corporation



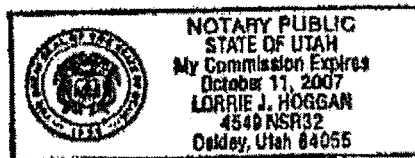
David J. Smith, Authorized Signing Officer

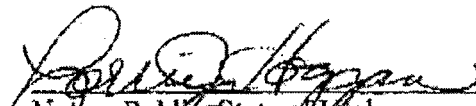
STATE OF UTAH )

: ss

COUNTY OF SUMMIT )

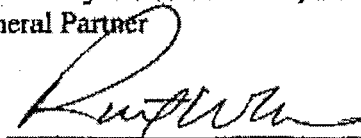
On this 28<sup>th</sup> day of ~~March~~ <sup>February</sup>, 2007 before me, Lorrie J. Hoggan, the undersigned Notary Public, personally appeared David J. Smith, personally known to me to be the Authorized Signing Officer of United Park City Mines Company, on behalf of the corporation named herein, and acknowledged to me that the corporation executed it. Witness my hand and official seal.



  
Notary Public, State of Utah  
Residing in Orlery, 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



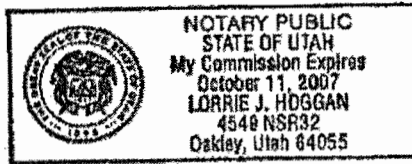
David J. Smith, Authorized Signing Officer

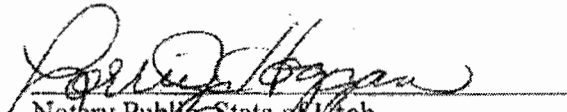
STATE OF UTAH )

: ss

COUNTY OF SUMMIT )

On this 28<sup>th</sup> day of ~~March~~ <sup>February</sup>, 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.

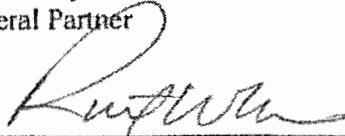


  
Notary Public, State of Utah  
Residing in Oakley, Utah

**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

*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**

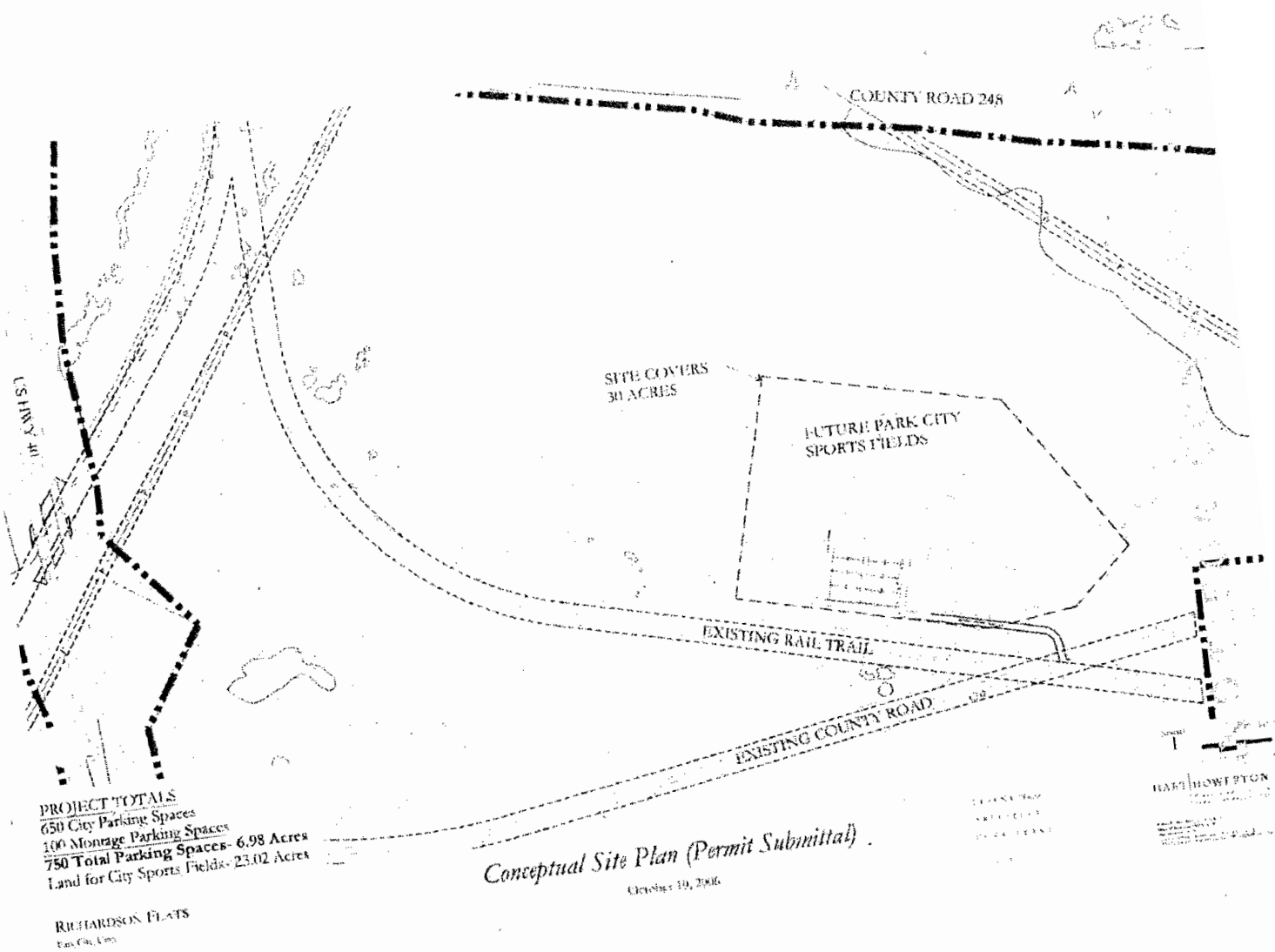
#### **RICHARDSON FLATS PARKING AREA SPECIFICATIONS**

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.



LINE TABLE

| LINE | BEARING       | DISTANCE |
|------|---------------|----------|
| L1   | N 64°44'13" E | 136.79   |
| L2   | N 67°45'58" E | 149.28   |
| L3   | N 81°11'10" E | 122.88   |
| L4   | N 77°19'44" E | 85.84    |
| L5   | N 77°48'30" E | 79.25    |
| L6   | N 85°11'16" E | 94.42    |
| L7   | S 72°54'27" E | 85.42    |
| L8   | S 71°42'35" E | 163.49   |
| L9   | N 10°41'54" E | 76.70    |
| L10  | N 15°21'41" E | 116.30   |
| L11  | N 58°44'38" E | 142.90   |
| L12  | N 46°47'25" E | 123.00   |
| L13  | N 35°09'16" E | 88.70    |
| L14  | N 32°14'53" E | 101.60   |
| L15  | N 32°00'03" E | 159.20   |
| L16  | N 33°26'55" E | 136.00   |
| L17  | N 38°27'54" E | 138.00   |
| L18  | N 27°54'51" E | 128.00   |
| L19  | N 31°10'07" E | 86.20    |
| L20  | N 40°35'50" E | 110.80   |
| L21  | N 50°15'29" E | 92.50    |
| L22  | N 58°00'00" E | 94.90    |
| L23  | N 50°23'25" E | 105.09   |
| L24  | N 28°18'45" E | 186.59   |
| L25  | S 00°15'34" W | 115.59   |
| L26  | S 04°19'11" E | 217.32   |
| L27  | S 35°20'39" E | 87.30    |
| L28  | S 03°10'00" E | 83.08    |
| L29  | S 31°30'00" W | 88.20    |
| L30  | S 79°38'18" W | 45.49    |
| L31  | S 17°08'46" E | 88.76    |
| L32  | S 29°20'00" W | 117.80   |
| L33  | S 83°04'00" W | 89.10    |
| L34  | N 46°45'00" W | 87.90    |
| L35  | N 77°28'00" W | 181.00   |
| L36  | S 85°36'00" W | 219.10   |

CURVE TABLE

| CURVE | ARC    | DELTA     | RADIUS  | CHORD BRG     |
|-------|--------|-----------|---------|---------------|
| C1    | 398.24 | 15°23'33" | 1482.39 | S 07°57'30" W |
| C2    | 813.57 | 06°11'23" | 2579.58 | S 12°33'25" W |
| C3    | 388.82 | 16°06'55" | 1382.39 | S 01°24'16" W |
| C4    | 500.26 | 48°31'38" | 586.62  | S 31°05'00" E |
| C5    | 364.28 | 30°23'53" | 686.62  | S 40°19'03" E |
| C6    | 191.78 | 21°36'53" | 508.37  | S 14°18'27" E |
| C7    | 214.46 | 55°51'14" | 220.00  | S 31°25'37" E |

## SURVEYOR'S CERTIFICATE

I, John Dermkovicz, certify that I am a Registered Land Surveyor and that I hold Certificate No. 163931, as prescribed by the laws of the State of Utah, and that this plat accurately describes and illustrates the boundary and the Patented Government Lots of Record as prescribed within the boundary of the Flagstaff Mountain Resort annexation petition. In addition, this plat accurately illustrates a parcel of land located in the Southwest Quarter of Section 2, Township 2 South, Range 4 East, Salt Lake Base and Meridian.

John Dermkovicz  
L.S. No. 163931

Date

## OWNER'S DEDICATION AND CONSENT TO RECORD

Know all men by these presents: That the undersigned corporate agent for United Park City Mines, the owner of the majority of the land described and illustrated on this plat do hereby petition Park City Municipal Corporation, of Summit County, Utah that said lands be Annexed to and included within the legal boundary of Park City, Utah, and be subject to such benefits and restrictions as exist under applicable legal ordinances of Park City, Utah.

Hank Rothwell, President

## ACKNOWLEDGEMENT

State of \_\_\_\_\_  
County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 1999 Hank Rothwell personally appeared before me, the undersigned Notary Public, who being duly sworn, did say that he is the Corporate Agent for United Park City Mines Company, the owner of the majority of the land described and illustrated on this plat and that the foregoing Owners Dedication and Certificate of Consent to Record was signed freely and voluntarily for the purposes therein mentioned and that said Company executed the same.

Notary Public

My Commission Expires: \_\_\_\_\_

## LEGAL DESCRIPTIONS

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 1238.63 feet; thence North 35°07'44" East 548.54 feet; thence North 37°33'27" East 778.84 feet; thence North 49°33'13" East 816.72 feet; thence North 71°34'40" East 844.25 feet; thence North 30°09'00" East 354.14 feet; thence North 20°48'44" East 698.015 feet; thence North 10°48'38" East 569.79 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°14'14" 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°17'30" 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 Gulches; thence along said ridge line the following eight courses: thence North 84°44'13" East 136.79 feet; thence North 87°45'58" East 149.28 feet; thence North 81°11'10" East 122.88 feet; thence North 77°19'44" East 83.84 feet; thence North 77°48'30" East 79.25 feet; thence North 85°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, to the East-West center line of Section 21 Township 2 South, Range 4 East, Salt Lake Base and Meridian, 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 line the following fifteen (15) courses: North 10°41'34" East 76.70 feet; thence North 15°21'41" East 116.30 feet; thence North 58°44'38" East 142.90 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 128.00 feet; thence North 31°10'07" East 86.20 feet; thence North 40°35'50" East 110.80 feet; thence North 50°15'29" East 92.50 feet; thence North 58°00'00" East 94.90 feet; thence North 50°23'25" East 105.09 feet; thence North 47°29'30" East 117.80 feet; thence North 28°18'45" East 186.59 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°59'55" East 940.12 feet, more or less, along said Section line 940.12 feet to a point on the westerly 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 559.89 feet to a point on a 5,879.58 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 813.57 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 Southwesterly along the arc of said curve, through a central angle of 16°06'55", a distance of 388.82 feet; thence South 8°39'11" East 217.32 feet to a point on a 585.82 foot radius curve to the left; thence Southwesterly along the arc of said curve, through a central angle of 48°31'38", a distance of 500.26 feet; thence South 35°20'39" 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 21°36'53" East 191.78 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 31°30'00" West 88.20 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 88.20 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 95°59'58" East 360.00 feet; thence South 29°20'00" West 117.80 feet; thence North 78°10' East 714.30 feet; thence East 1,108.71 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°19'11" East 1,382.39 feet; thence South 25°30'39" East 2,029.90 feet to County Line Point 51; thence South 29°50'00" West 1,398.30 feet to County Line Point 52; thence South 4°18'00" West 1,320.70 feet to County Line Point 53; thence South 47°05'00" West 569.50 feet to a County Line Point; thence South 83°34'00" West 69.10 feet to County Line Point 55; thence South 47°42'00" West 1,207.40 feet to County Line Point 56; thence North 39°53'30" West 1,352.20 feet to County Line Point 57; thence North 72°50'00" West 317.30 feet to County Line Point 58; thence North 48°45'00" West 87.90 feet to County Line Point 59; thence North 70°57'00" West 502.00 feet to County Line Point 60; thence North 51°58'00" West 481.90 feet to County Line Point 61; thence North 55°53'00" West 468.80 feet to County Line Point 62; thence North 21°49'00" West 317.40 feet to County Line Point 63; thence North 59°57'00" West 350.50 feet to County Line Point 64; thence North 42°30" West 463.20 feet to County Line Point 65; thence North 85°10'30" West 492.30 feet to County Line Point 66; thence North 72°50'00" West 317.40 feet to County Line Point 67; thence North 59°43'30" West 1,074.55 feet to County Line Point 68; thence North 79°07'30" West 494.73 feet to County Line Point 69; thence North 70°28'30" West 339.90 feet to County Line Point 70; thence North 60°14'30" West 550.10 feet to County Line Point 71; thence North 82°50'00" West 1,132.30 feet to County Line Point 72; thence North 77°44'00" West 955.80 feet to County Line Point 73; thence North 77°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°39'00" West 219.10 feet to County Line Point 74; thence North 48°44'00" West 384.70 feet to County Line Point 75; thence North 34°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.

600 0 600 1200 feet

# FLAGSTAFF MOUNTAIN RESORT ANNEXATION PLAT

LOCATED IN THE SOUTHEAST 1/4 OF SECTION 20, THE SOUTH 1/2 OF SECTION 21, THE WEST 1/2 OF SECTION 27, SECTION 28, SECTION 29, THE NORTHEAST 1/4 OF SECTION 32, THE NORTH 1/2 OF SECTION 33, THE NORTHWEST 1/4 OF SECTION 34, THE NORTH 1/2 OF THE SOUTH 1/2 OF SECTION 3, AND THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SUMMIT COUNTY, UTAH



JOB No. 17-4-96 FLAGSTAFF/OVERALL/FLAGANEX

## ALLIANCE ENGINEERING INC.

P.O. BOX 2664  
323 MAIN STREET  
PARK CITY, UTAH 84060  
(435) 649-9467

## PLANNING COMMISSION

APPROVED BY THE PARK CITY  
PLANNING COMMISSION THIS \_\_\_\_\_  
DAY OF \_\_\_\_\_, 1999 A.D.

BY \_\_\_\_\_  
CHAIRMAN

## ENGINEERS CERTIFICATE

I FIND THIS PLAT TO BE IN  
ACCORDANCE WITH INFORMATION ON  
FILE IN MY OFFICE THIS \_\_\_\_\_  
DAY OF \_\_\_\_\_, 1999 A.D.

BY \_\_\_\_\_  
PARK CITY ENGINEER

## APPROVAL AS TO FORM

APPROVED AS TO FORM THIS \_\_\_\_\_  
DAY OF \_\_\_\_\_, 1999 A.D.

BY \_\_\_\_\_  
PARK CITY ATTORNEY

## CERTIFICATE OF ATTEST

I CERTIFY THIS RECORD OF SURVEY  
MAP WAS APPROVED BY PARK CITY  
COUNCIL THIS \_\_\_\_\_ DAY  
OF \_\_\_\_\_, 1999 A.D.

BY \_\_\_\_\_  
PARK CITY RECORDER

## COUNCIL APPROVAL AND ACCEPTANCE

APPROVAL AND ACCEPTANCE BY THE PARK CITY  
COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_  
1999 A.D.

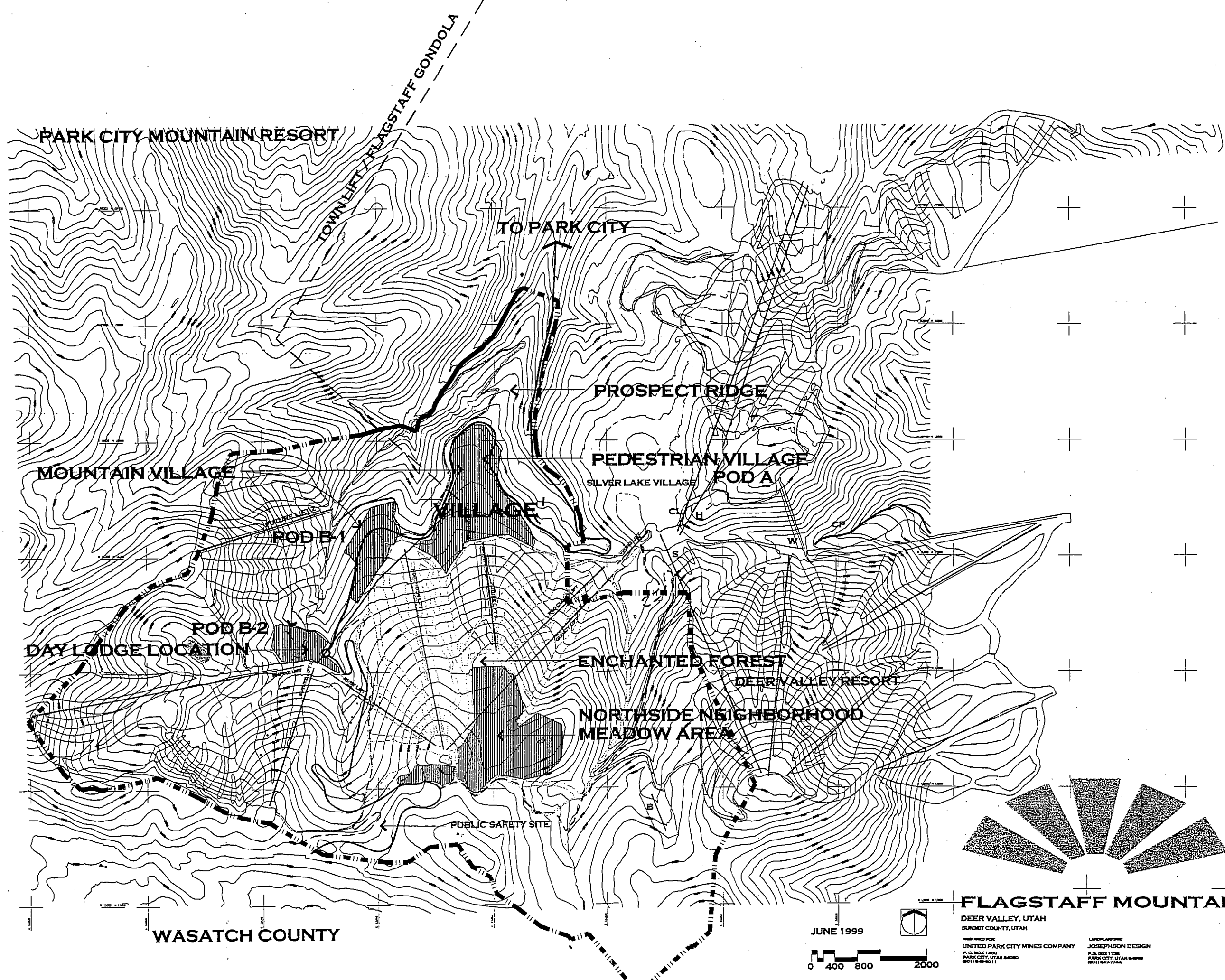
BY \_\_\_\_\_  
MAYOR

## RECORDED

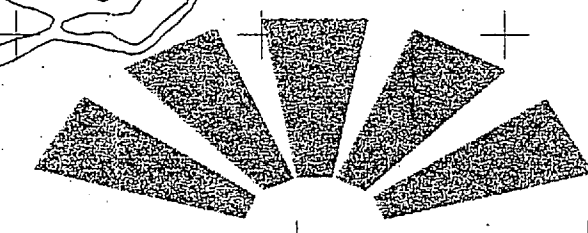
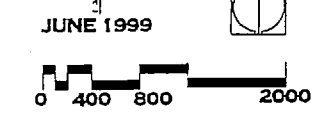
STATE OF UTAH COUNTY OF SUMMIT AND FILED  
AT THE REQUEST OF \_\_\_\_\_  
DATE \_\_\_\_\_ TIME \_\_\_\_\_ BOOK \_\_\_\_\_ PAGE \_\_\_\_\_

FEE \_\_\_\_\_  
RECORDER \_\_\_\_\_

1 OF 2



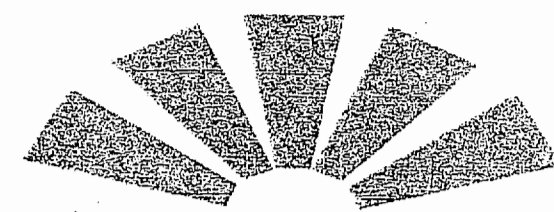
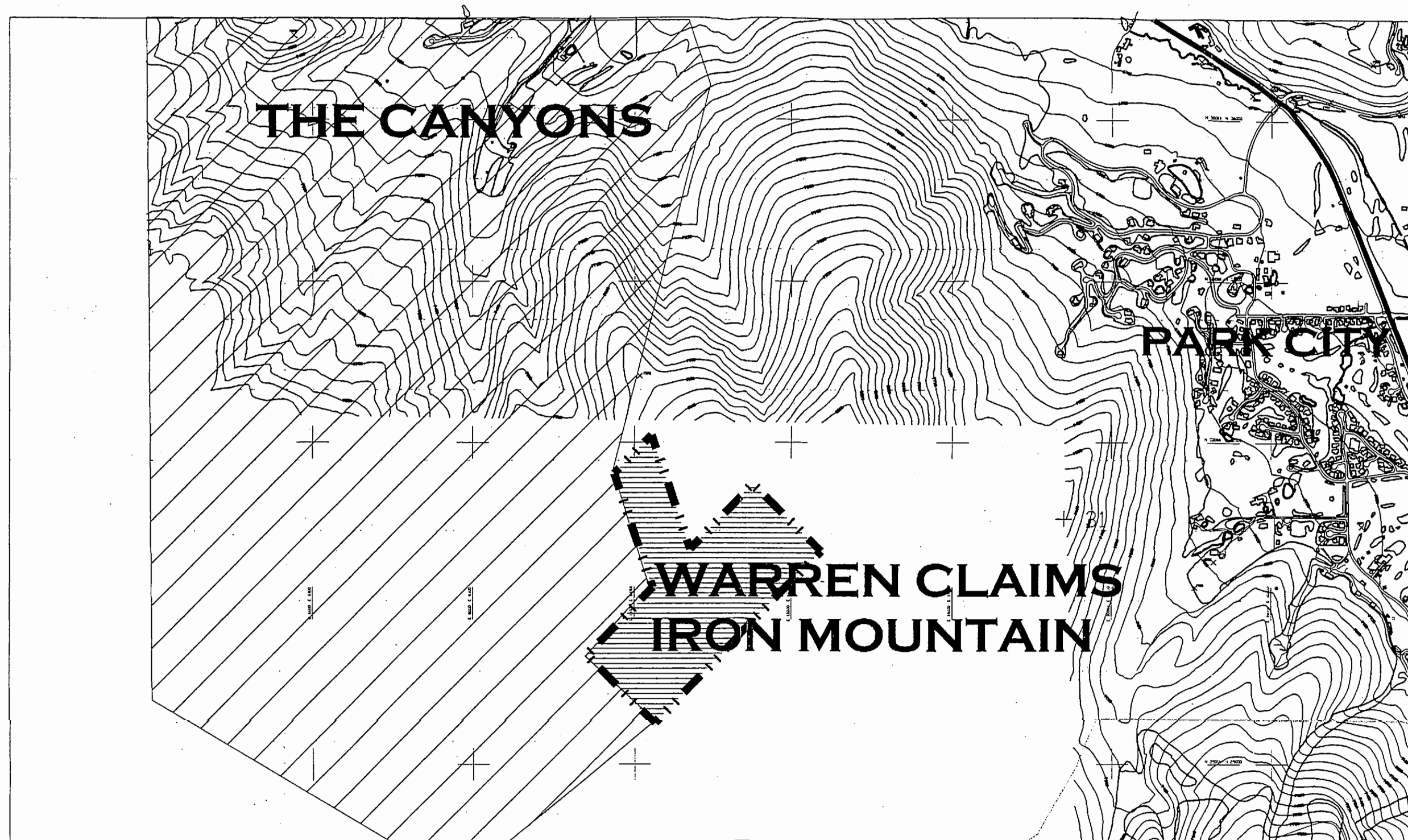
WASATCH COUNTY



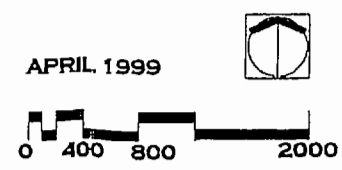
**FLAGSTAFF MOUNTAIN RESORT**

DEER VALLEY, UTAH  
SUNSET COUNTY, UTAH  
PREPARED FOR:  
UNITED PARK CITY MINES COMPANY  
P.O. BOX 1400  
PARK CITY, UTAH 84060  
(801) 640-6011  
LANDSCAPE ARCHITECT:  
JOSEPHSON DESIGN  
P.O. BOX 1738  
PARK CITY, UTAH 84060  
(801) 640-7744





# IRON MOUNTAIN PARCEL

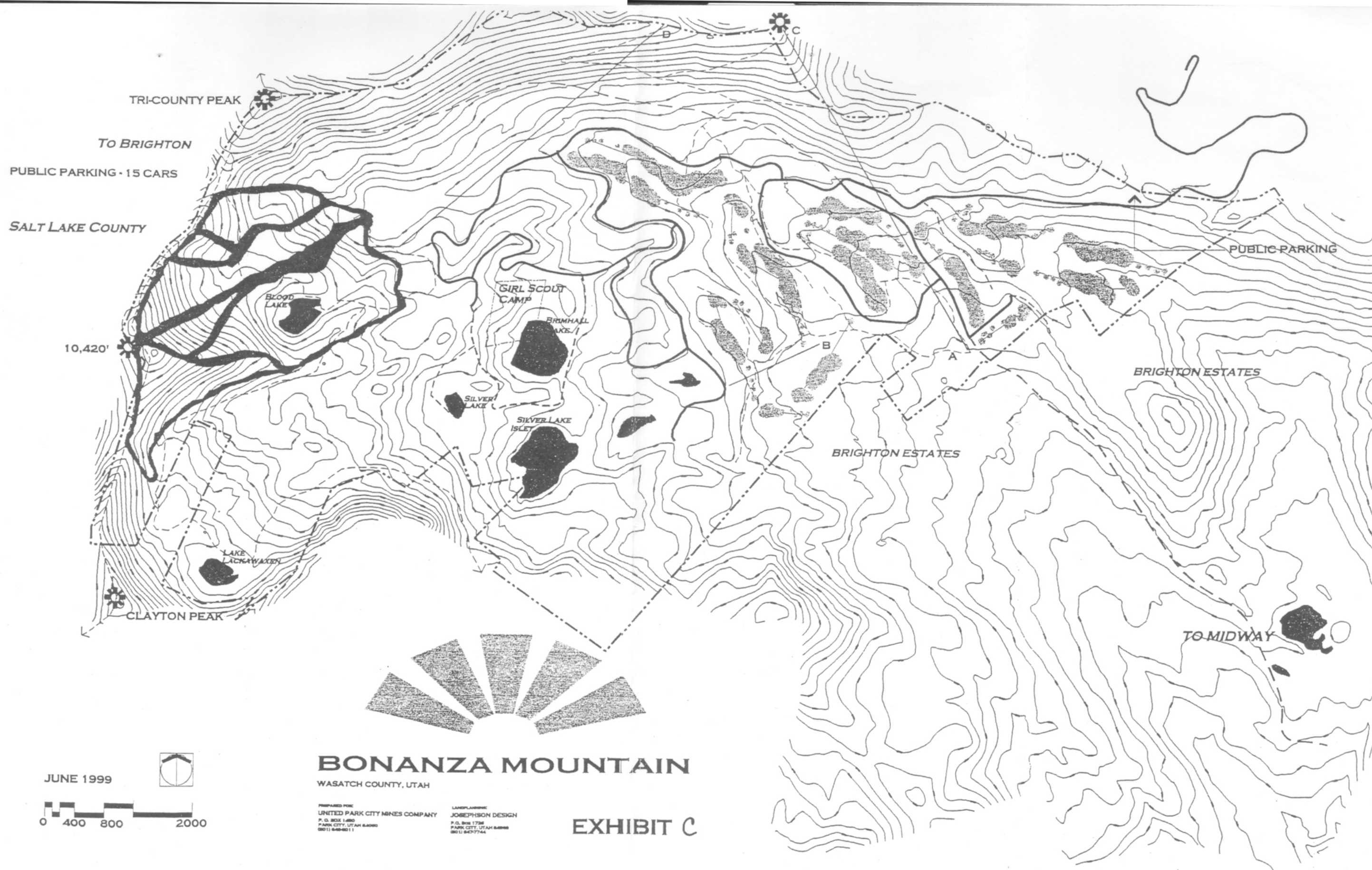


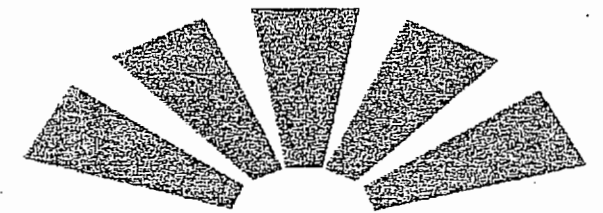
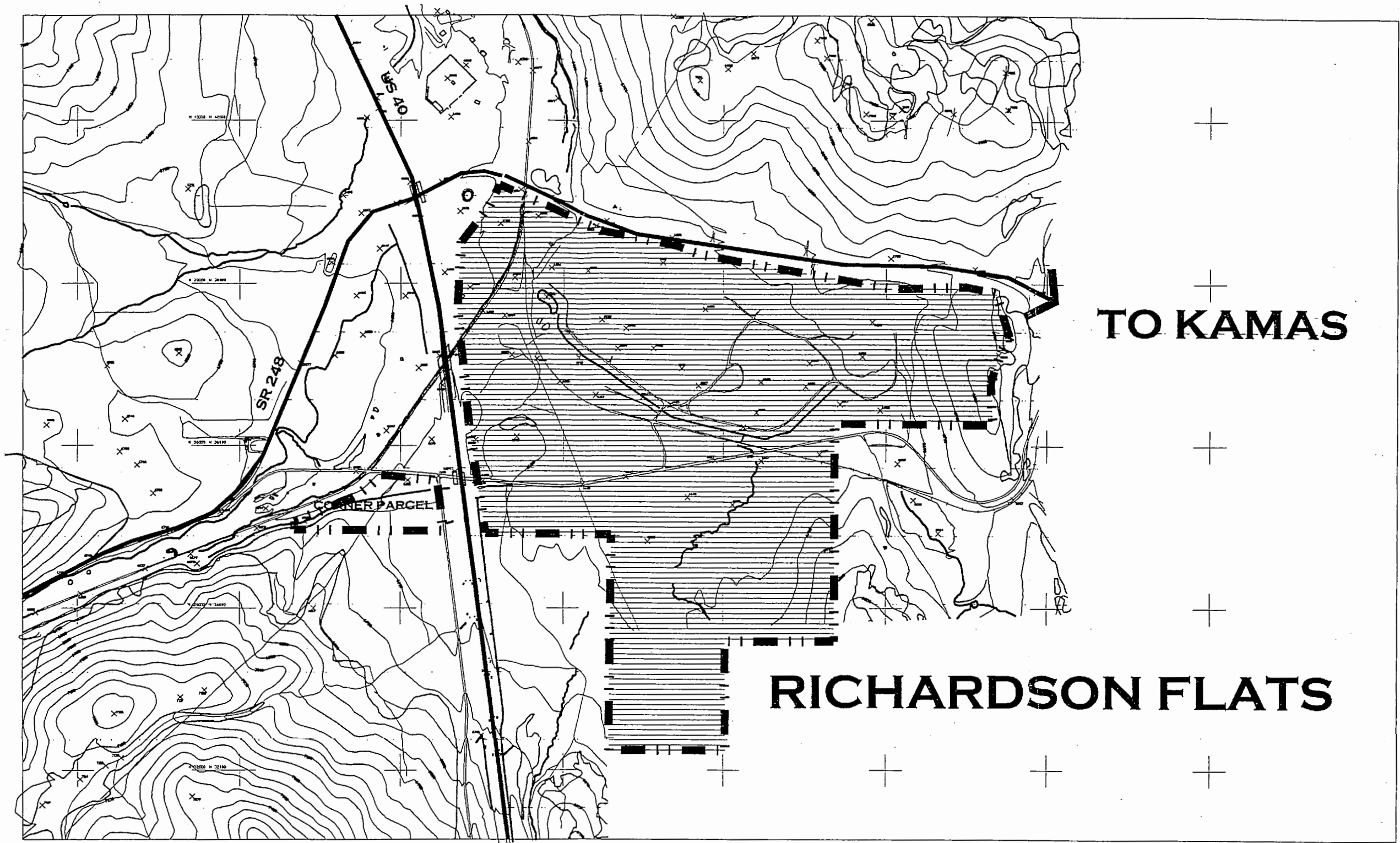
SUNSHINE COUNTY, UTAH  
PREPARED FOR:  
UNITED PARK CITY MINES COMPANY  
P.O. BOX 1450  
PARK CITY, UTAH 84302  
MO 11 64-07-44

LOGO/PLANNING  
JOSEPHSON DESIGN  
P.O. BOX 1728  
PARK CITY, UTAH 84302  
MO 11 64-07-44

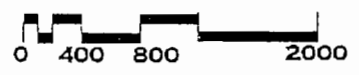
EXHIBIT B







APRIL 1999



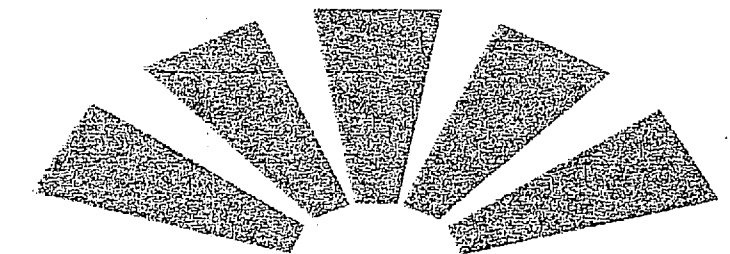
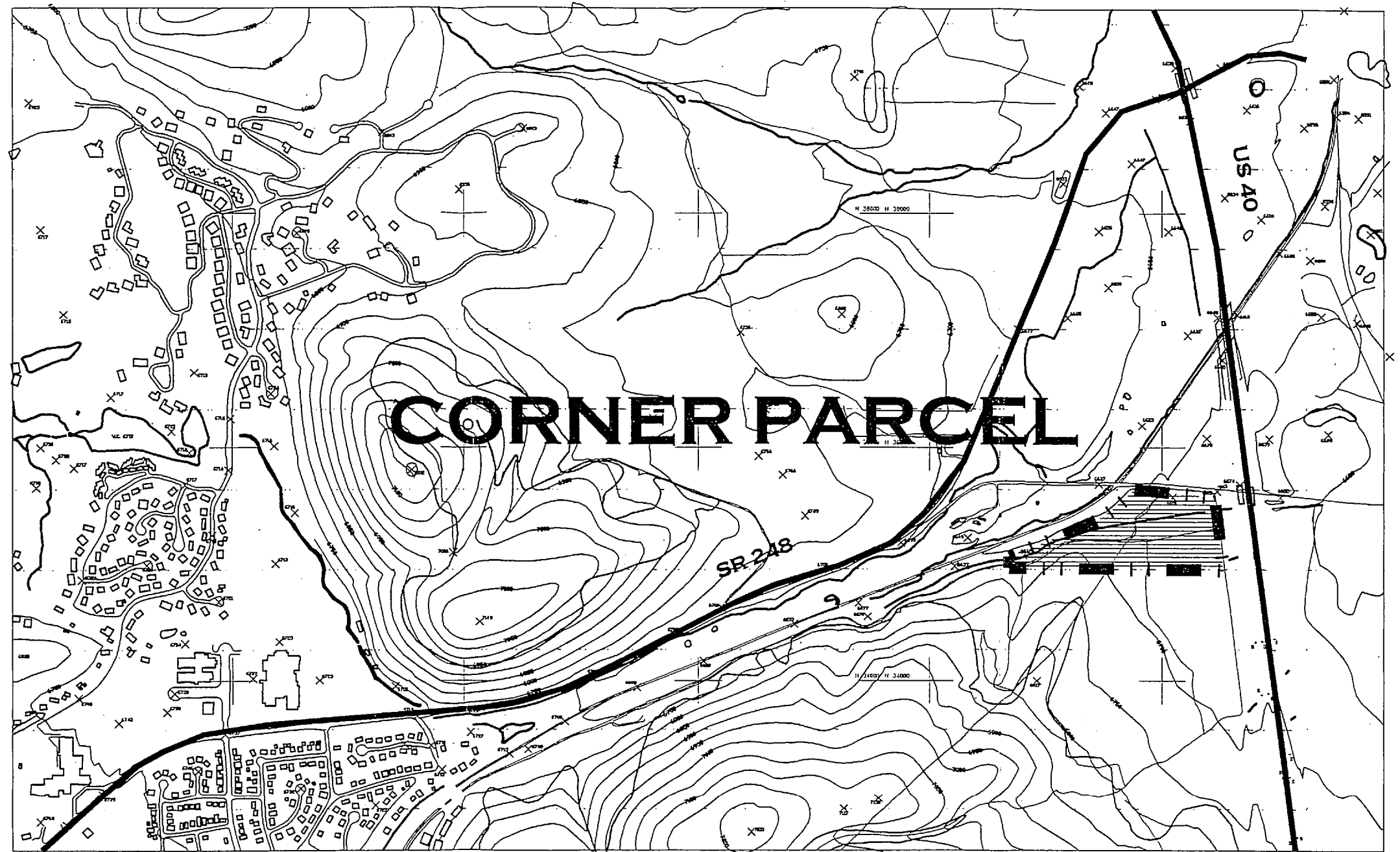
# RICHARDSON FLATS PARCEL

SUMMIT COUNTY, UTAH  
SUMMIT COUNTY, UTAH

PREPARED FOR:  
UNITED PARK CITY MINES COMPANY  
P.O. BOX 1400  
PARK CITY, UTAH 84060  
(801) 584-9011

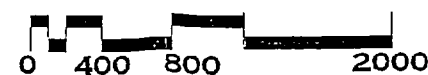
LANDPLANNING:  
JOSEPHSON DESIGN  
P.O. BOX 1736  
PARK CITY, UTAH 84060  
(801) 584-7744

EXHIBIT D



# CORNER PARCEL

APRIL 1999



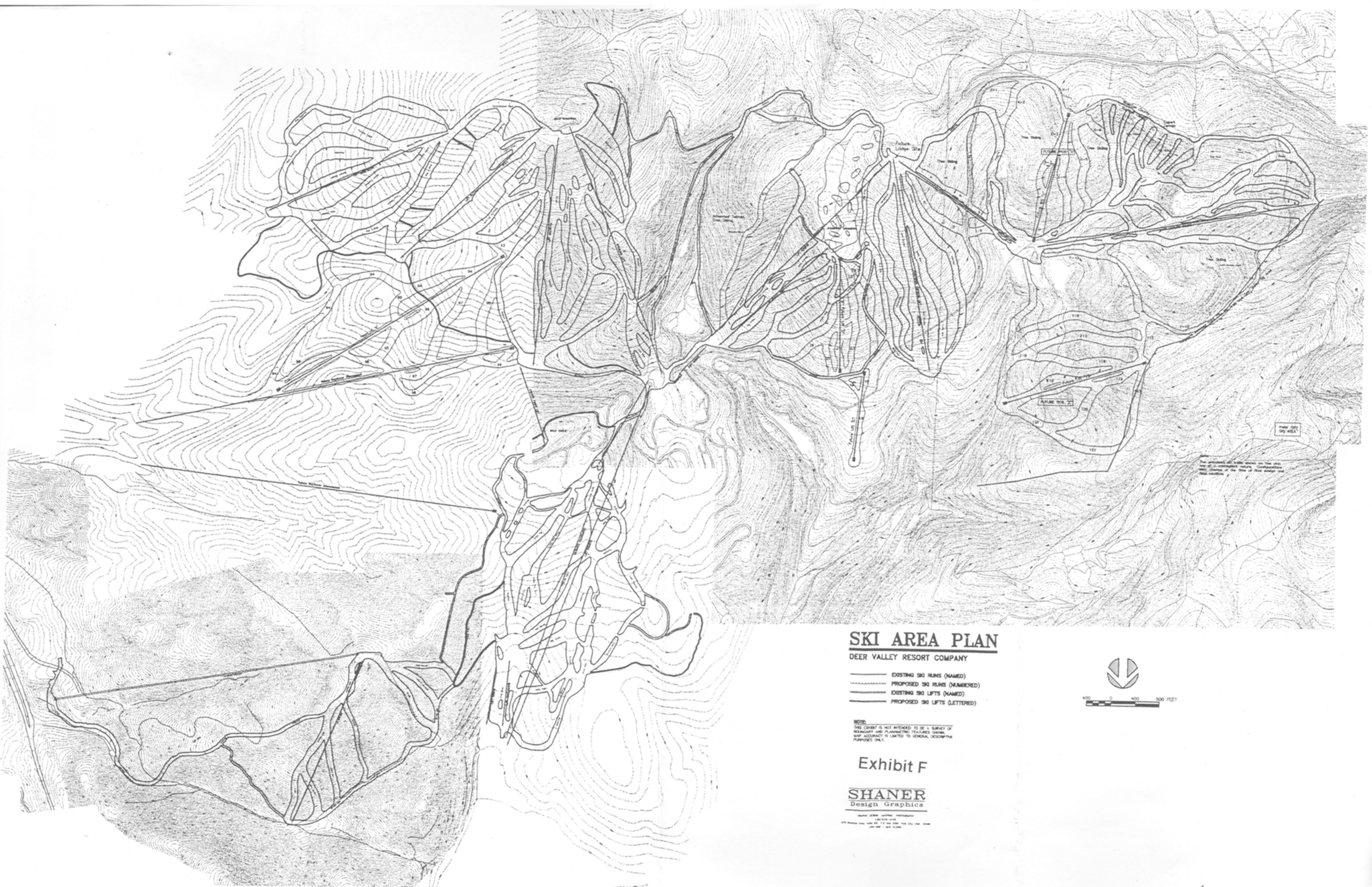
SUMMIT COUNTY, UTAH

PREPARED FOR:  
UNITED PARK CITY MINES COMPANY  
P.O. BOX 1450  
PARK CITY, UTAH 84060  
(801) 649-9011

LANDPLANNING:  
JOSEPHSON DESIGN  
P.O. BOX 1728  
PARK CITY, UTAH 84060  
(801) 642-7744

## EXHIBIT E





## 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 DRAWING IS NOT INTENDED TO BE A SURVEY OF  
BOUNDARY AND PLANNING FEATURES SHOWN.  
MAP ACCURACY IS LIMITED TO GENERAL, DESCRIPTIVE  
PURPOSES ONLY.

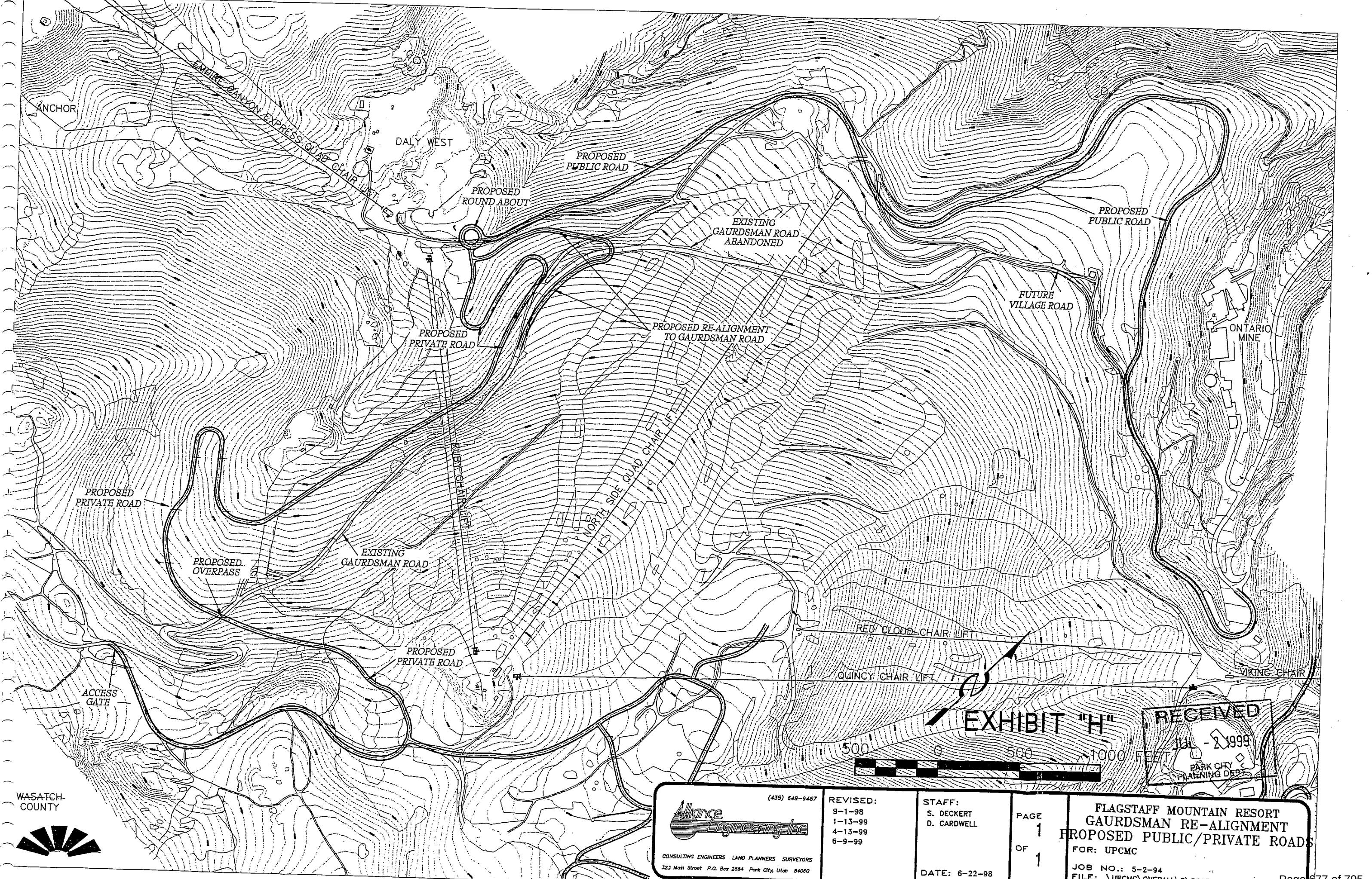
Exhibit F

**SHANER**  
Design Graphics

SHANER DESIGN GRAPHICS, INC.  
1000 N. 10TH AVE., SUITE 100, DENVER, CO 80202  
TEL: 303.733.1111 FAX: 303.733.1112







|                                                                                                                                                                                                                |                                                    |                                     |                      |                                                                                                                                                        |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|-------------------------------------|----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|
| <br>(435) 649-9457<br>CONSULTING ENGINEERS LAND PLANNERS SURVEYORS<br>323 Main Street P.O. Box 2884 Park City, Utah 84060 | REVISED:<br>9-1-98<br>1-13-99<br>4-13-99<br>6-9-99 | STAFF:<br>S. DECKERT<br>D. CARDWELL | PAGE<br>1<br>OF<br>1 | FLAGSTAFF MOUNTAIN RESORT<br>GAURDSMAN RE-ALIGNMENT<br>PROPOSED PUBLIC/PRIVATE ROADS<br>FOR: UPCM<br>JOB NO.: 5-2-94<br>FILE: \UPCMC\OVERALL\D\ROAD-EX |
|                                                                                                                                                                                                                | DATE: 6-22-98                                      |                                     |                      |                                                                                                                                                        |



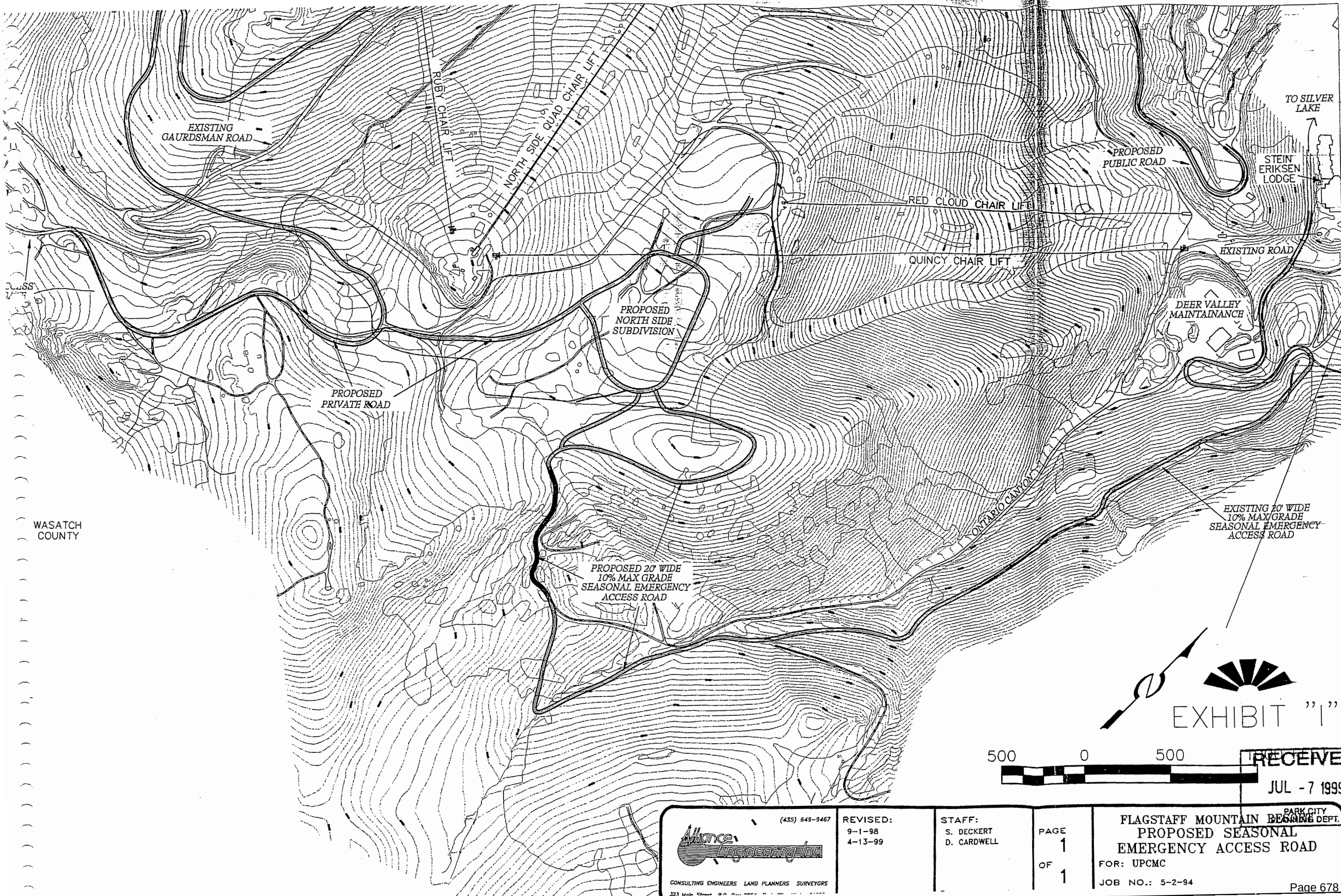
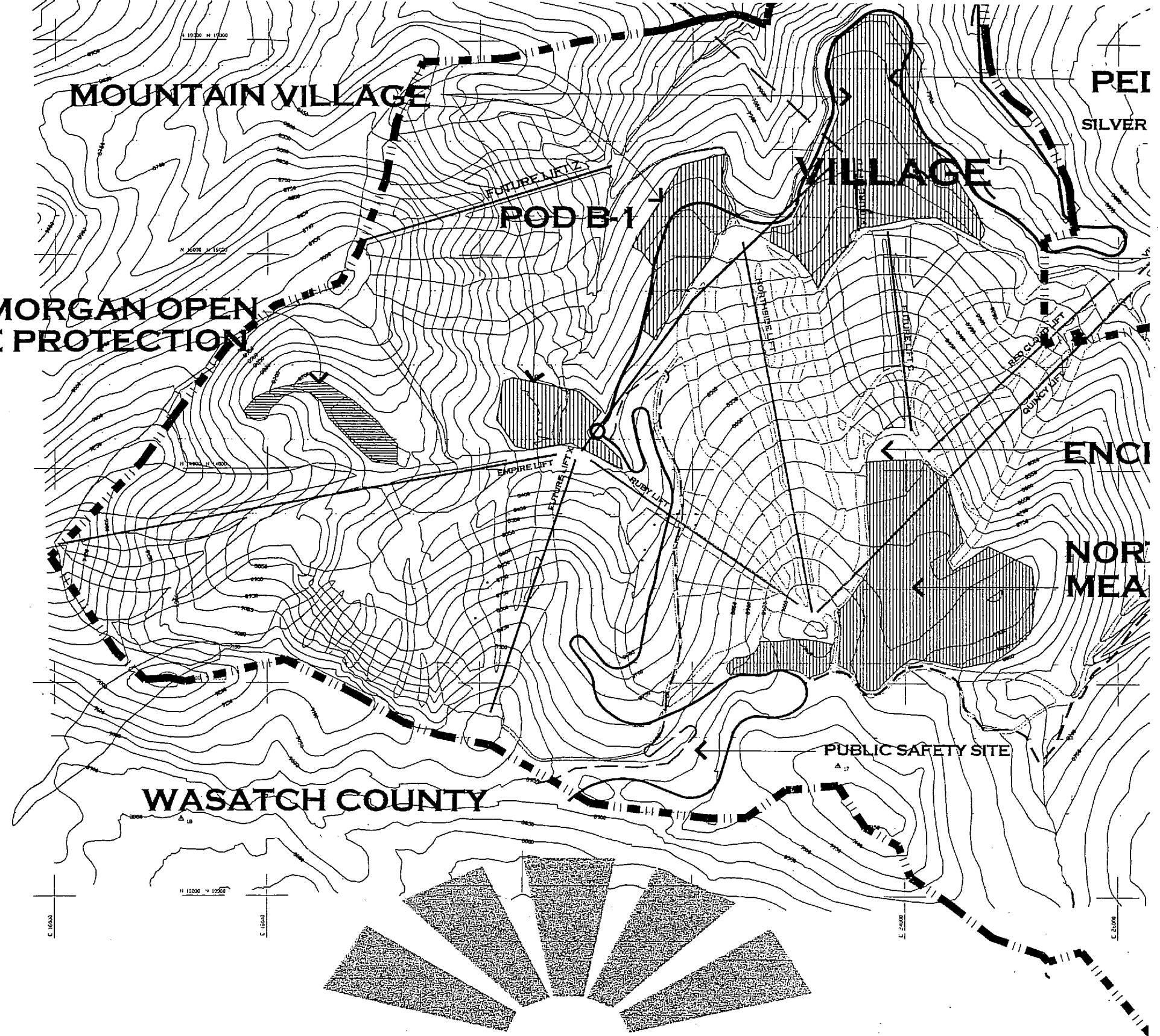


EXHIBIT "I"

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RECEIVED  
JUL - 7 1999

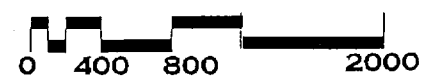
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|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|----------------------------------------------------|-----------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>(435) 649-9467</p> <p><b>Alliance Engineering Inc.</b></p> <p>CONSULTING ENGINEERS LAND PLANNERS SURVEYORS</p> <p>323 Main Street P.O. Box 9999 Flagstaff, AZ 86001</p> | <p>REVISED:</p> <p>9-1-98</p> <p>4-13-99</p> | <p>STAFF:</p> <p>S. DECKERT</p> <p>D. CARDWELL</p> | <p>PAGE</p> <p>1</p> <p>OF</p> <p>1</p> | <p>PARK CITY</p> <p>FLAGSTAFF MOUNTAIN RESORT DEPT.</p> <p>PROPOSED SEASONAL</p> <p>EMERGENCY ACCESS ROAD</p> <p>FOR: UPCMC</p> <p>JOB NO.: 5-2-94</p> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|----------------------------------------------------|-----------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|

**LADY MORGAN OPEN  
SPACE PROTECTION**



## FLAGSTAFF MOUNTAIN RESORT

JUNE 1999



SUMMIT COUNTY, UTAH

PREPARED FOR:  
UNITED PARK CITY MINES COMPANY  
P.O. BOX 1450  
PARK CITY, UTAH 84060  
(801) 849-8011

LANDPLANNING:  
JOSEPHSON DESIGN  
P.O. BOX 1728  
PARK CITY, UTAH 84069  
(801) 647-7744

**EXHIBIT J**



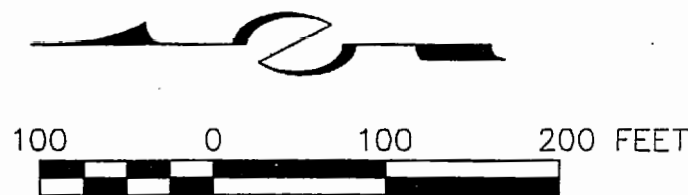
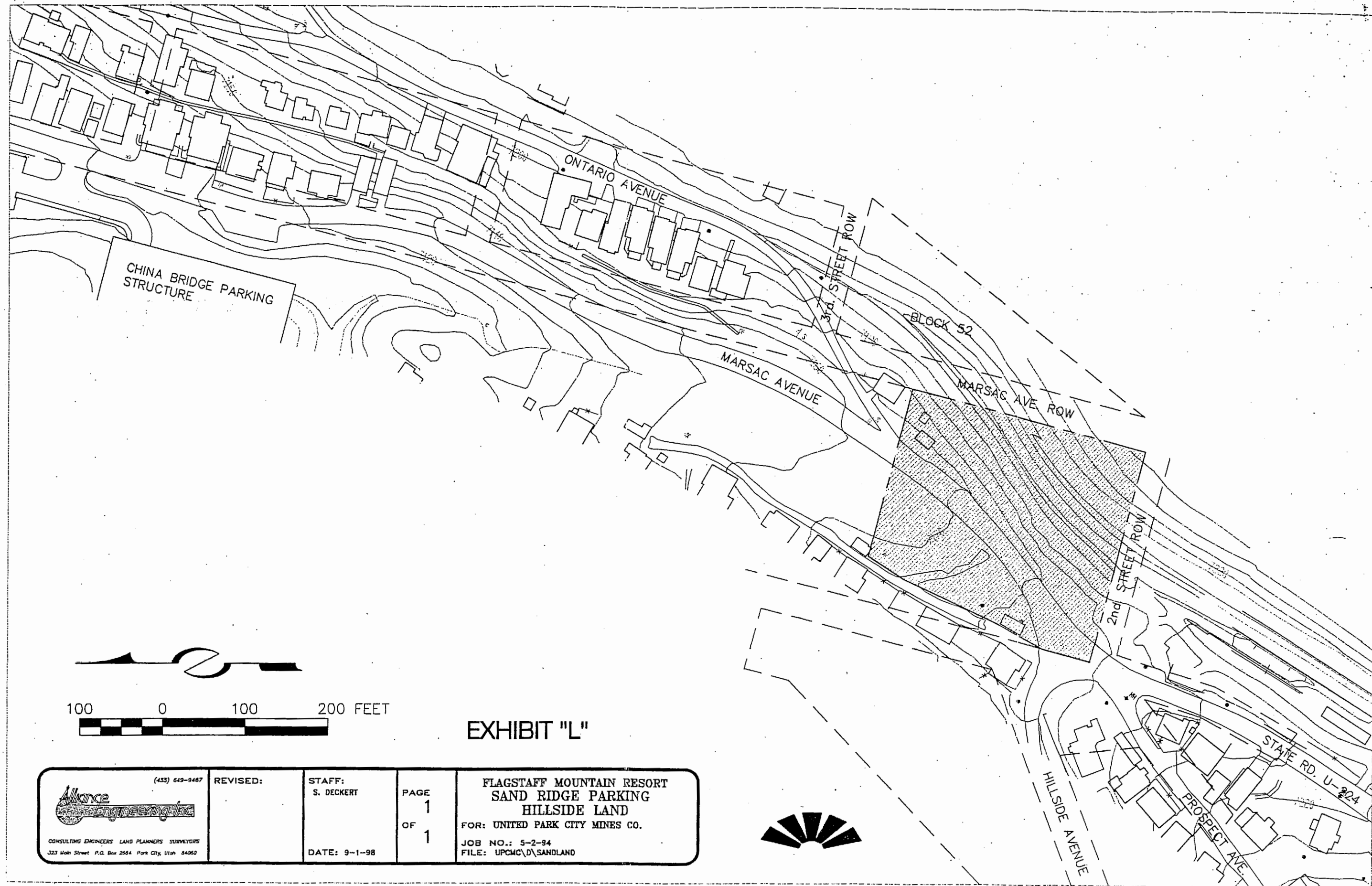


EXHIBIT "L"

|                                                                                                                                                                                                            |          |                      |                      |                                                                                                                                                 |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------------------|----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|
| <br><small>CONSULTING ENGINEERS LAND PLANNERS SURVEYORS<br/>323 Main Street P.O. Box 2664 Park City, Utah 84060</small> | REVISED: | STAFF:<br>S. DECKERT | PAGE<br>1<br>OF<br>1 | FLAGSTAFF MOUNTAIN RESORT<br>SAND RIDGE PARKING<br>HILLSIDE LAND<br>FOR: UNITED PARK CITY MINES CO.<br>JOB NO.: 5-2-94<br>FILE: UPMC/D\SANDLAND |
|                                                                                                                                                                                                            |          | DATE: 9-1-98         |                      |                                                                                                                                                 |

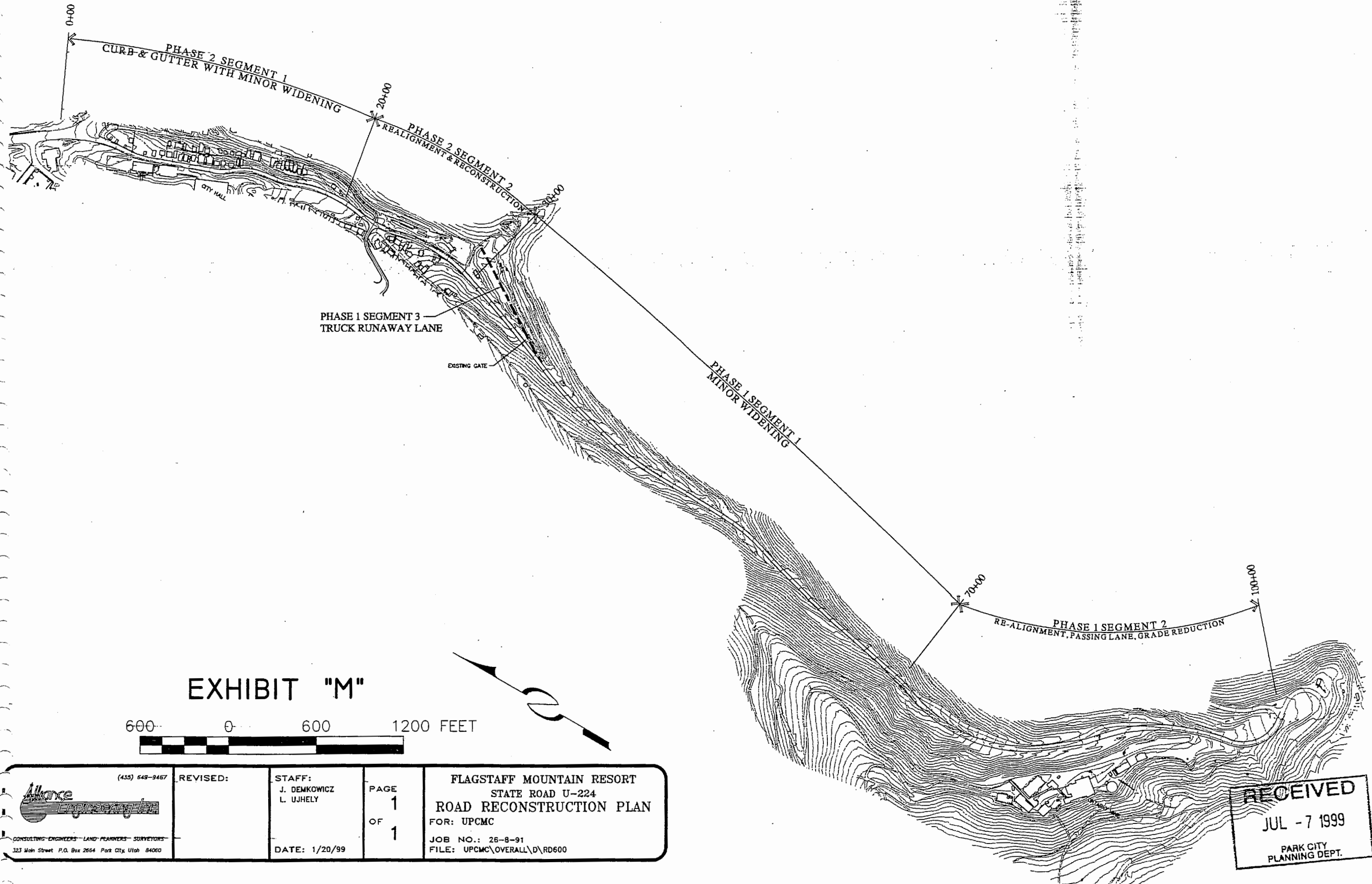
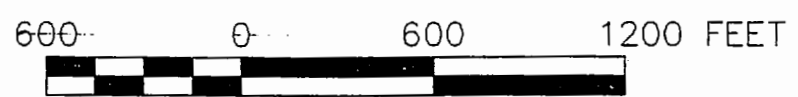
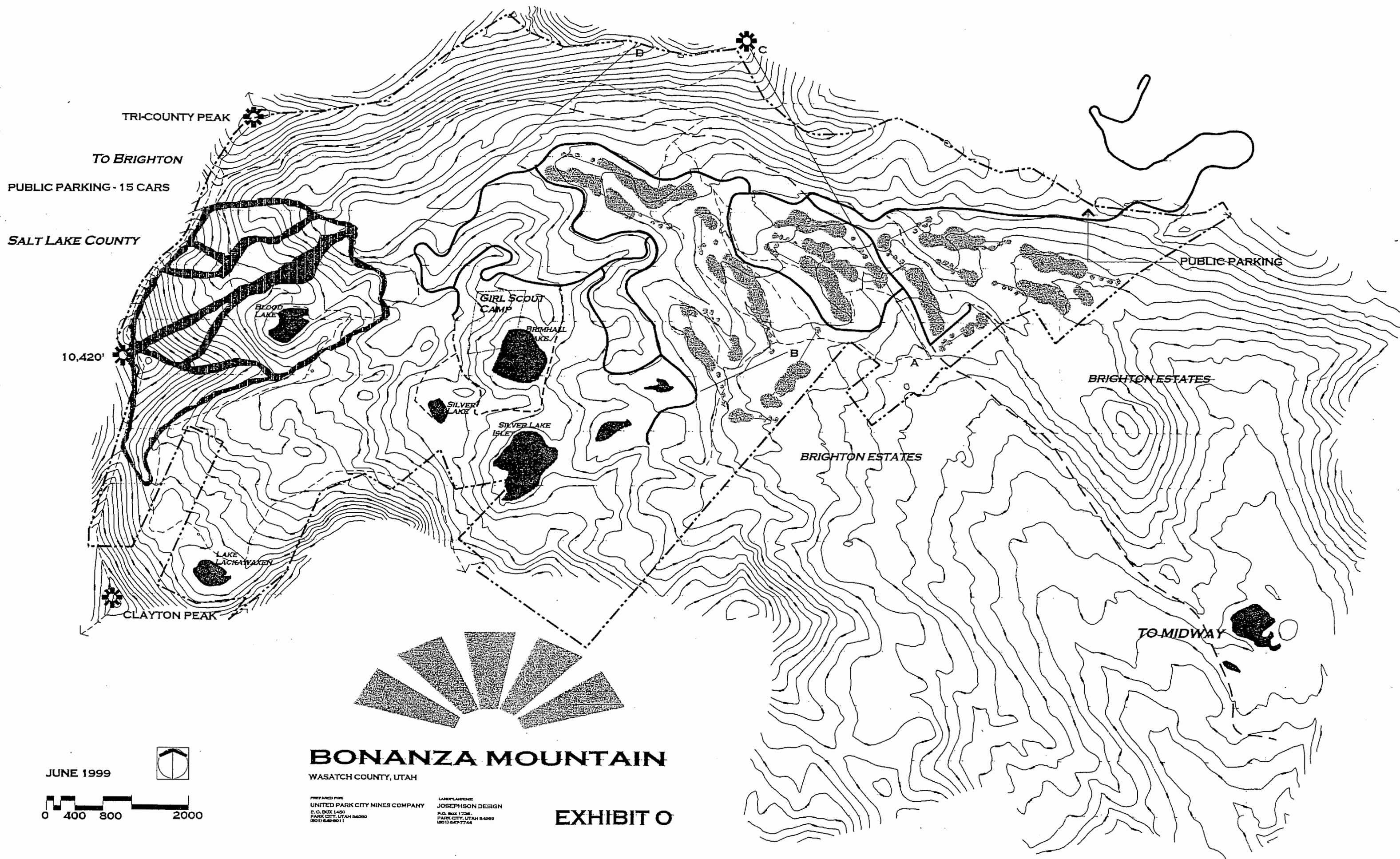


EXHIBIT "M"



|                                                                                                                                                                                                               |               |                                     |           |                                                                                                                                            |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-------------------------------------|-----------|--------------------------------------------------------------------------------------------------------------------------------------------|
| <br><small>CONSULTING ENGINEERS - LAND PLANNERS - SURVEYORS<br/>323 Main Street P.O. Box 2664 Park City, Utah 84060</small> | REVISED:      | STAFF:<br>J. DEMKOWICZ<br>L. UJHELY | PAGE<br>1 | FLAGSTAFF MOUNTAIN RESORT<br>STATE ROAD U-224<br>ROAD RECONSTRUCTION PLAN<br>FOR: UPCMCM<br>JOB NO.: 26-8-91<br>FILE: UPCMCM\OVERALL\RD600 |
|                                                                                                                                                                                                               |               |                                     | OF<br>1   |                                                                                                                                            |
|                                                                                                                                                                                                               | DATE: 1/20/99 |                                     |           |                                                                                                                                            |

RECEIVED  
JUL - 7 1999  
PARK CITY  
PLANNING DEPT.



JUNE 1999

0 400 800 2000

# BONANZA MOUNTAIN

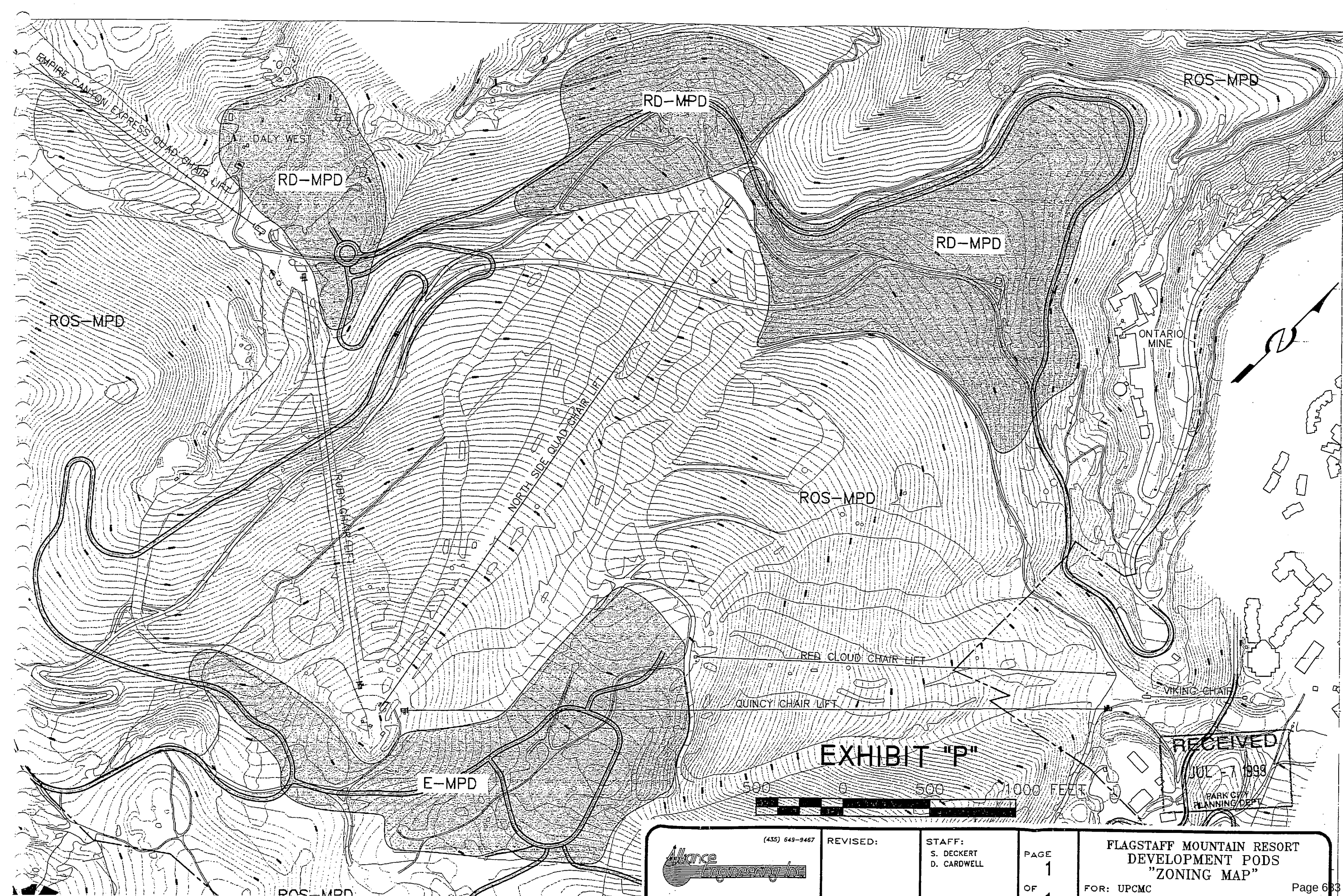
WASATCH COUNTY, UTAH

PREPARED FOR:  
UNITED PARK CITY MINES COMPANY  
P.O. BOX 1450  
PARK CITY, UTAH 84060  
(801) 640-9011

LANDSCAPE ARCHITECT  
JOSEPHSON DESIGN  
P.O. BOX 17206  
PARK CITY, UTAH 84060  
(801) 647-7744

EXHIBIT O





## City Council Staff Report



**Subject:** Redus Park City LLC Exchange Agreement  
**Author:** Margaret Plane, Clint McAfee, Ryan Blair,  
Luke Cartin

**Department:** City Attorney's Office, Public Utilities, Environmental Regulatory,  
Trails and Open Space

**Date:** April 24, 2025

### Recommendation

Representatives from Redus Park City, LLC presented a proposal to the Mayor and City Council on January 16, 2025, which the City Council unanimously approved. (January 16, 2025 [Staff Report](#); [Minutes](#).) At that time, the Council authorized the Mayor to enter into a non-binding Letter of Intent, which authorized Redus to begin necessary applications for the DA amendment.

Planning Commission considered the proposal on March 26, 2025. The Commission forwarded a positive recommendation (with a vote of 4-to-2). (March 26, 2025 [Staff Report](#); [Minutes](#).) In a separate motion, the Commission recommended that the City Council consider including Twisted Branch Road as part of the land transfer from Redus to Park City or that the City take control of Twisted Branch Road at a future date (with a vote of 5-to-0). This motion is discussed in a separate report covering the Flagstaff Mountain Development Agreement Modification.

The City Council should consider whether to authorize the Mayor to enter into the proposed Exchange Agreement, attached as Exhibit A.

### Analysis

Under the Exchange Agreement, PCMC and Redus would agree to a property exchange which includes:

- Redus would transfer or dedicate about 310 acres of land to the City, some of which is zoned Estate (E), Residential Development (RD), Historic Residential (HR-1), and Community Transition (CT). Much of the land is zoned Recreation and Open Space (ROS). Acquiring the areas zoned E, RD, HR-1, and CT will give the City control over any potential and future development activities. Acquiring the properties zoned ROS will ensure these lands remain protected, publicly accessible, and managed in alignment with PCMC's long-term open space goals and enhance wildfire resilience.
- The City would also acquire ownership of three important and heavily utilized local trailheads: Empire Pass, Mid-Mountain, and Daly.
- The proposal also includes water interests and rights that Redus owns or could acquire, including the Right of First Refusal (ROFR) for water draining from the Spiro Tunnel owned by Salt Lake City Corporation. The proposal may also settle outstanding matters related to water impact fees.

Other recommendations in the DA amendment (covered in the separate staff report) include:

- An open space maintenance transfer fee and additional historic preservation funds, through an amendment to the March 16, 2020 Historic Preservation MOU, where the Empire Pass Master Owners Association (EPMOA) and Redus would allow EPMOA to retain funds to spend on City approved historic preservation projects.
- In addition, the property exchange would also transfer ownership or easements on several historic mining structures, including the Judge Tunnel/Alliance Mine Complex (Judge Mining & Smelting Office, Caretaker's Cabin, Change Room/Timber Saw, Power House).

Areas with historic mining structures usually come with legacy environmental issues, public expectations of preservation, and maintenance obligations. In 2014 the EPA created the Uintah Mining District and identified several sites surrounding Park City. These sites were on UPCM land and are mostly old mining structures, mine portals, and waste rock piles. As part of due diligence, the City will evaluate certain sections of the properties, including PCA-S-98 to minimize future potential environmental liability for PCMC. The potentially excluded areas will likely mirror the Uintah Mining District boundaries, and they encompass the Silver King Mine buildings and adjacent waste pile and the Daly Canyon waste rock pile. Exhibit B shows potential exclusions.

The acquisition of these parcels represents an immense opportunity to gain control of about 310 acres of prime recreation land. The transfer will allow Park City to control access to key trail connections and better integrate the areas with our existing world class mountain biking and hiking trail network.

The Council discussed Twisted Branch Road at the January 16, 2025 meeting. At that time the applicant stated that they were in discussions with the Utah Department of Transportation about a resolution on the road, and at that meeting Council members did not ask to add the road to the exchange.

### **Due Diligence Period and Regulatory Approvals**

Seeking and securing the proposed land use approvals is the sole responsibility of Redus and it is a condition of PCMC closing on the property acquisition.

The property exchange is subject to a due diligence period to determine entitlements, environmental issues, and secure approvals.

### **Funding**

No funding is currently required for this proposal, however there are ongoing costs to real property ownership.

### **Exhibits**

Exhibit A – Proposed Exchange Agreement

Exhibit B – Potential Environmental Exclusions

## EXCHANGE AGREEMENT FOR REAL PROPERTY

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ ("Effective Date"), **PARK CITY MUNICIPAL CORPORATION**, a Utah municipal corporation ("City") and **REDUS PARK CITY LLC**, a Delaware limited liability company ("REDUS") have entered into this **EXCHANGE AGREEMENT FOR REAL PROPERTY** ("Agreement").

### AGREEMENT

#### 1. PROPERTY:

**1.1 Property Conveyed to City.** REDUS is the fee simple owner of certain real property in Summit County ("County"), State of Utah ("State"), as more particularly described on Exhibit A-1 attached hereto (the "Owned Property"), and REDUS has the right to foreclose its lien on certain other real property in the County, which real property is more particularly described on Exhibit A-2 attached hereto (the "Lien Property"). The Owned Property and the Lien Property shall be referred to herein collectively as the "Property". The Property (including the Excluded Areas, as set forth in Section 5.5(c) below) is generally depicted on Exhibit A-3 attached hereto.

**1.2 Real Property Conveyed to REDUS.** City is the fee simple owner of certain real property in County, as more particularly described on Exhibit B attached hereto (the "City Property"), which City Property is adjacent to the Water Tank Parcel (as defined below).

**1.3 REDUS Property.** REDUS is the owner of certain other real property more particularly described on Exhibit C attached hereto and made a part hereof (collectively, the "REDUS Property"), which REDUS Property is comprised of two (2) separate legal parcels referred to as the "R-5 Parcel" and the "Water Tank Parcel". The R-5 Parcel is intended to be planned and developed as four (4) unit multi-family dwellings and the Water Tank Parcel is intended to be planned and developed as three (3) separate single-family dwelling lots (each and collectively, the "Intended Use").

**1.4 Water Interests.** REDUS is the owner, holder, and/or grantee of a right of first refusal to Salt Lake City's partitioned use of the "Spiro Tunnel" water beyond 6,600 feet and any claim to Group II water rights, as described in the Flagstaff Development Agreement and the Water Agreement between United Park City Mines Company and Park City Municipal Corporation dated February 28, 2007 (collectively, the "Water Interests").

#### 2. NO PURCHASE PRICE:

**2.1 Consideration.** REDUS and City acknowledge and agree that there is no purchase price for the Property, City Property, or Water Interests being conveyed under this Agreement. In lieu of a purchase price, this Agreement is entered into and made in consideration for the mutual promises, covenants, conditions, terms, and obligations set forth herein.

#### 3. ESCROW:

**3.1 Establish the Escrow.** Within five (5) business from the Effective Date, the parties agree to open an escrow with Coalition Title Agency (the "Escrow Agent") to be closed, terminated, and/or administered in accordance with the terms of this Agreement.

**3.2 Escrow Instructions.** The parties have provided the escrow instructions to Escrow Agent on Exhibit D attached hereto. Promptly following the Effective Date, but in no event later than DA Amendment Deadline (as set forth in Section 12), the parties shall deliver their respective executed and acknowledged original counterparts to the DA Amendment in a form acceptable to both parties.

#### 4. CLOSING; CLOSING COSTS; AND PRORATIONS:

**4.1 Closing.** The closing ("Closing") shall take place on the Closing Date (as set forth in Section 12), or as otherwise mutually agreed by City and REDUS in writing. The Closing shall be held at the offices of Escrow Agent or such other location as the parties shall mutually designate. At the Closing:

(a) REDUS shall convey to City fee title and/or easements to all or any portion of the Lien Property, as elected by City in its sole and absolute discretion (as set forth in Section 5.5(c) below), which conveyance shall be via a Sheriff's Deed (as those terms are defined below), which will be handled outside of the escrow;

(b) REDUS shall convey fee title to the Owned Property to City by providing a special warranty deed substantially in the form attached hereto as Exhibit E ("Deed"), subject to the Permitted Exceptions (as defined below), and which shall be delivered into escrow prior to Closing as set forth in Section 6.3(b) below and Exhibit D;

(c) City shall convey fee title to the City Property to REDUS by providing a special warranty deed substantially in the form of the Deed, which shall be delivered into escrow prior to Closing as set forth in Section 6.3(b) below and Exhibit D;

(d) REDUS shall assign and/or convey all of its right, title, and interest in the Water Interests. On or prior to expiration of the Feasibility Period (as defined below), the parties shall determine the form and manner in which the Water Interests will be assigned and/or conveyed to City (the "Water Interests Transfer Document(s)"). The Water Interests Transfer Document(s) shall be delivered into escrow prior to Closing as set forth in Section 6.3(b) below and Exhibit D;

(e) Escrow Agent shall record the DA Amendment deposited into escrow;

(f) Escrow Agent shall deliver and/or record the Final Plat and Site Plan satisfying the Approvals Condition (as those terms are defined below). City shall deliver the Final Plat and Site Plan after obtaining the Final Approval, into escrow upon such Final Approval; and

(g) Escrow Agent shall deliver to each party a "Certification of Non-Foreign Status" (the "FIRPTA") which meets the requirements of Section 1445 of the Internal Revenue Code and Internal Revenue Regulations for the purpose of informing the transferee that withholding of Federal taxes is not required. The FIRPTAs shall be delivered into escrow prior to Closing.

**4.2 Closing Costs.** Any escrow fee shall be equally shared between City and REDUS. Any transfer or conveyance taxes or fees, filing fees and/or costs associated with the recordation of the Sheriff's Deed and/or Deeds for the Property and City Property shall be at City's expense. City shall



pay all costs and expenses associated with City's procurement of a survey, if any, and procurement of title insurance, including, without limitation, the Title Policy for the Property. REDUS shall pay all costs and expenses associated with REDUS's procurement of a survey, if any, and procurement of title insurance, including, without limitation, the Title Policy for the City Property. Except as otherwise provided for in this Agreement, REDUS and City will each be solely responsible for and bear all of their own respective expenses.

**4.3 Prorations.** REDUS shall be responsible for all real estate taxes, assessments or other charges accruing prior to the Closing Date and City shall be responsible for such real estate taxes, assessments and other charges accruing on or after the Closing Date with respect to the Property. City shall be responsible for all real estate taxes, assessments or other charges accrued prior to the Closing Date and REDUS shall be responsible for such real estate taxes, assessments and other charges accruing on or after the Closing Date with respect to the City Property. At Closing, real estate taxes and other charges payable on an annual or periodic basis shall be prorated to the Closing Date based on the most recent available tax information.

## **5. TITLE; FEASIBILITY PERIOD:**

### **5.1 Commitments.**

(a) As soon as reasonably practical following the Effective Date, but in no event later than June 30, 2025 (the "Outside Delivery Date"), REDUS shall cause to be delivered to City a title insurance commitment issued by the Escrow Agent setting forth the status of title to the Property and showing all encumbrances and other matters affecting the Property (the "City Commitment"). In no event shall REDUS be obligated to pay any premium for a new owner's policy, the cost of obtaining the City Commitment, or any other costs related to title insurance.

(b) As soon as reasonably practical following the Effective Date, but in no event later than the Outside Delivery Date, REDUS shall obtain a title insurance commitment issued by the Escrow Agent setting forth the status of title to the City Property and showing all encumbrances and other matters affecting the City Property (the "REDUS Commitment"). In no event shall City be obligated to pay any premium for a new owner's policy, the cost of obtaining the REDUS Commitment, or any other costs related to title insurance.

(c) In the event that either the City Commitment or REDUS Commitment is not delivered by Escrow Agent prior to the expiration of the Outside Delivery Date, then the parties shall negotiate, in good faith and with due diligence, a new Outside Delivery Date.

**5.2 Title Review Periods.** Each party shall have until the expiration of the "Title Review Period" (as set forth in Section 12) within which to object, by written notice to the other party, to any exceptions to title set forth in the City Commitment or REDUS Commitment, as applicable, (hereinafter referred to as a "Title Objection Notice"). Upon receipt of a Title Objection Notice, the receiving party shall have ten (10) business days to inform the other party that either: (A) such party will remove the Title Objection Notice exceptions from title on or before the Closing; or (B) such party elects not to cause such exceptions or matters to be removed. If a party fails to timely respond to the Title Objection Notice, it shall be deemed to have given notice under clause (B) above. If a party gives (or is deemed to have given) a notice under clause (B) above, the receiving party of such notice shall have until the later of expiration of the Feasibility Period (as defined below) or five (5) business days from the date of such notice (or deemed notice) under clause (B) to either waive its objections and proceed to Closing, subject to all title exceptions other than exceptions that the other party has agreed to cure or remove, or terminate this Agreement. If a party fails to give timely notice electing either of the foregoing alternatives, it shall be deemed to have elected to proceed to Closing, subject to all title exceptions other than exceptions that the other party has agreed to cure or remove. Notwithstanding the foregoing, each party shall take title to the Property or City Property (as applicable) at Closing subject to all Permitted Exceptions (as defined herein). "Permitted Exceptions" shall mean: (i) a lien for real property taxes not then delinquent on the Property; (ii) the exceptions set forth in the City Commitment or REDUS Commitment, as applicable, that the party has approved or been deemed to approve as set forth herein above; (iii) the Development Agreement (as amended by the DA Amendment); (iv) all declarations, easements, rights-of-way, restrictions, covenants and other matters of public record, (v) all gas, water, and mineral rights of others, (vi) any matters that would be disclosed by an accurate, current survey and inspection of the Property or City Property (as applicable), (vii) any third party rights of redemption in and to the Property or City Property (as applicable), and (viii) the existing conservation easements, if any.

**5.3 Title Policies.** Each party shall obtain a standard coverage owner's form title policy ("Title Policy") for its respective Property or City Property. The Title Policy for the City Property shall be in an amount determined by REDUS in its sole and absolute discretion. Each Title Policy shall (A) insure that fee simple title to the Property or City Property, as applicable, is vested in the applicable party, subject only to the Permitted Exceptions, and (B) provide such endorsements (or amendments) to such Title Policy as such party may reasonably require; provided that (i) the Title Policy and any endorsements thereto shall be at no cost to, and shall impose no additional liability on, the other party, (ii) the other party's obligations under this Agreement shall not be conditioned upon a party's ability to obtain such Title Policy or any endorsements to the Title Policy and, if such party is unable to obtain a Title Policy and/or any such endorsements, the other party shall nevertheless be obligated to proceed to close the transactions contemplated by this Agreement, and (iii) the Closing shall not be delayed as a result of such request.

**5.4 New Title Exceptions.** If applicable, each party shall have the right to deliver to the other party a written notice ("New Title Exception Notice") at any time prior to the Closing Date, but not more than five (5) days after the date of such party's discovery of any title exception which (i) first arises of record following the Effective Date, (ii) was not created due to the acts of such party, (iii) has not been consented to by such party, and (iv) materially adversely affects the Property or City Property, as applicable (each, a "New Title Exception"), stating that a New Title Exception has arisen and that such New Title Exception is unacceptable to such party. If a party timely delivers a New Title Exception Notice, the following provisions shall apply:

(a) Upon a party's delivery to the other party of the New Title Exception Notice, the receiving party may, but shall not be obligated to, (1) remove or correct the New Title Exception to such requesting party's reasonable satisfaction on or prior to the Closing Date, or (2) cause Escrow Agent to provide, at Closing, title insurance or an endorsement with respect to the New Title Exception; and

(b) The receiving party shall have the right, in its reasonable discretion, to extend the Closing Date for a period of up to sixty (60) days by delivering written notice to such effect not more than five (5) business days after receipt of a New Title Exception Notice. The period of any such



extension pursuant to this Subsection 5.4(b) shall run concurrently with any other extension periods provided for in this Agreement, if any. Notwithstanding any election by a party to extend the Closing Date as set forth above, the party which delivered the New Title Exception Notice may elect at any time to waive its objection to such New Title Exception by giving written notice thereof, in which case REDUS and City shall proceed to Closing on or before the Closing Date in accordance with the provisions of this Agreement (and such New Title Exception will be a Permitted Exception for all purposes hereunder). In the event a party is unable or unwilling to remove or correct the New Title Exception to the other party's reasonable satisfaction within the time period provided herein or cause Escrow Agent to provide, at Closing, title insurance with respect to the New Title Exception, the party that delivered the New Title Exception Notice may terminate this Agreement by delivering written notice to the other party, in which case the parties shall be relieved of further liability hereunder except for those that expressly survive the termination of this Agreement.

**5.5 Feasibility Period.** Each party shall have until the expiration of the "Feasibility Period" (as set forth in Section 12) in which to determine whether to proceed with the transactions contemplated by this Agreement. Prior to the expiration of the Feasibility Period, each party may notify the other party of its disapproval of its feasibility review, in which event the parties shall have no further rights or obligations under this Agreement, except as expressly provided herein. If a party does not deliver notice of its disapproval of its feasibility review prior to the expiration of the Feasibility Period, then such party shall have no right to terminate this Agreement, except as otherwise provided for in this Agreement, and the parties shall proceed to Closing, as provided for herein.

(a) **REDUS Disclosures.** In order to assist City in the completion of City's inspections, testing, examinations, and studies during the Feasibility Period, REDUS will deliver or cause to be made available to the City for review and/or copying (by Dropbox or similar electronic means) the copies of those items listed on Exhibit H attached hereto ("Disclosures"). REDUS represents and warrants that such Disclosures, to its knowledge, are (i) all material documents relative to the Property that are in REDUS's possession or control, without obligation to obtain documents not in their possession or control, and (ii) complete copies and, except as otherwise disclosed, not inaccurate to REDUS's actual knowledge, but makes no other representation or warranty with respect to the Disclosures. All materials submitted by REDUS related to this Agreement are subject to disclosure unless the materials are exempt from disclosure under Utah's Government Records Access and Management Act ("GRAMA"), Utah Code § 63G-2-309G. The burden of claiming an exemption from disclosure rests solely with REDUS. Any materials for which REDUS claims an exemption from disclosure based on business confidentiality as provided in Utah Code § 63G-2-309 (or successor provision) must be marked as "Confidential" and accompanied at the time of submission by a statement from REDUS explaining the basis for the claim. Generally, GRAMA only protects against the disclosure of trade secrets or commercial information that could reasonably be expected to result in unfair competitive injury. City will make reasonable efforts to notify REDUS of any requests made for disclosure of documents submitted under a claim of confidentiality. REDUS specifically waives any claims against City related to disclosure of any materials pursuant to GRAMA.

(b) **Diligence Activities and Access.** During the Feasibility Period, each party may conduct its own review and evaluation of the transactions contemplated by this Agreement and, as applicable, the City Property, REDUS Materials, the Property, and the Water Interests and will engage such qualified agents, contractors, engineers or consultants, including, without limitation, environmental consultants, as each party deems reasonably necessary to make all appropriate inquiry with respect to title, survey, physical conditions, environmental conditions, and such other matters, as each party, in its reasonable discretion, deems necessary or appropriate, to assess the suitability of, as applicable, the City Property, Property, and the Water Interests ("Diligence Activities"). Notwithstanding the foregoing, the Diligence Activities shall be further permitted by and subject to the restrictions and limitations set forth in that certain Mutual Site Access Agreement (the "Access Agreement"). The Access Agreement shall be substantially in the form attached hereto as Exhibit I, which shall be executed by the parties of equal date herewith. City acknowledges that REDUS does not currently own the Lien Property and has no right to grant or convey any rights to enter or conduct any Diligence Activities thereon. Rather, City shall facilitate any Diligence Activities upon the Lien Property directly with such fee title owner and any such entering or conducting of the Diligence Activities by City thereon shall be at its own risk.

(c) **City Elections of the Property:**

(i) City understands and acknowledges that, provided City does not terminate this Agreement prior to the expiration of the Feasibility Period, the Owned Property shall be conveyed to City, as described and depicted herein; and

(ii) At the election of City, City may accept fee title, a perpetual easement (an "Easement") in a form agreed to by the parties, or otherwise reject all or any portion of the Lien Property, including the areas of the Lien Property known and referred to as "Silver King Mine" and "Daly Canyon Waste Rock" located on Parcel ID No. PCA-S-98-PCMR and "Moonshadow Slope" located on Parcel ID No. PC-S-46-C (collectively, the "Excluded Areas"). The Excluded Areas are approximately depicted on Exhibit A-3. On or before the expiration of the Feasibility Period, City shall identify, in writing, to REDUS which portions of the Lien Property and the Excluded Areas, if any, City will acquire in fee title, an Easement, and/or will not accept any property interest.

(d) City shall have the right, in its reasonable discretion, to extend the Feasibility Period for a period of up to thirty (30) days by delivering written notice not more than five (5) business days after City determines the environmental review and diligence, including negotiation of an Administrative Settlement Agreement and Order on Consent with the United States Environmental Protection Agency (EPA) as it relates to the Property and/or comfort letters from EPA and/or the Utah Department of Environmental Quality, require additional time.

## **6. DA AMENDMENT; APPROVALS CONDITION; AND OWNERSHIP CONDITION:**

**6.1 DA Amendment.** The REDUS Property is located within the municipal boundaries of City, and near the development area known as "Empire Pass" and the Flagstaff Mountain area generally, which is subject to the Amended and Restated Development Agreement for Flagstaff Mountain, Bonanza Flats, Richardson Flats, The 20 Acre Quinn's Junction Parcel and Iron Mountain dated as of March 2, 2007, and recorded on March 2, 2007 as Entry No. 00806100 in Book 1850, Page 1897 with the Summit County Recorder's Office (the "Development Agreement"). City is a party to the Development Agreement and REDUS is a successor-in-title as to certain parcels previously owned by United Park City Mines Company, a Delaware corporation. The Development Agreement needs to be amended to permit the development of the REDUS Property for the Intended Use (the "DA

Amendment"). Prior to the Effective Date, the parties have reviewed, negotiated, and/or approved a form of DA Amendment, which DA Amendment is or shall be deposited into escrow, in accordance with Section 3.2 above.

**6.2 Approvals Conditions.** Upon receiving the Receipt of DA Amendment Notice (as defined in Exhibit D) from Escrow Agent, REDUS shall diligently and in good faith pursue, and the Closing shall be conditioned upon, Final Approval (as defined herein below) of the following (collectively, the "Approvals Condition"):

- (a) An application for a final subdivision plat for the Water Tank Parcel's Intended Use (the "Final Plat"); and
- (b) An application for a plat designating the R-5 Parcel as a multifamily development site, and permitting it to be subsequently subdivided for its Intended Use (the "Site Plan").

The term "Final Approval" as used herein shall mean the applicable governing body of City, all other applicable departments of City, and all other necessary governmental or quasi-governmental entities and/or utility companies, as applicable, have approved the Final Plat and/or Site Plan (as applicable) in the form and manner reasonably acceptable to REDUS, and that any reconsideration, protest, appeal, referendum and/or litigation periods applicable to such approvals have expired without any reconsideration, protest, appeal, referendum or litigation having been filed, or if any such reconsideration, protest, appeal, referendum or litigation has been filed, any reconsideration, protest, appeal or referendum has been fully, finally and irrevocably dismissed, denied, rejected or defeated, as applicable, and any litigation has been either dismissed with prejudice, denied pursuant to a final judgment (which judgment is not subject to any further reconsideration or appeal).

**6.3 Ownership Condition.** City acknowledges that REDUS does not currently own the Lien Property. REDUS's affiliate intends to foreclose its lien against the Lien Property and cause title to the Lien Property to be conveyed to City at the direction of REDUS and instruct the Summit County Sheriff to issue the sheriff's deed to City (the "Sheriff's Deed"). The foreclosure and transfer of the Lien Property, as described in the preceding sentence, is referred to in this Agreement as the "Ownership Condition". REDUS shall provide prompt written notice to City and Escrow Agent upon satisfaction of the Ownership Condition. The Ownership Condition shall be in accordance to the following:

(a) Upon the later of (i) satisfaction of the Approvals Condition, as determined by REDUS in its reasonable discretion, and (ii) expiration of the Feasibility Period (as may be extended), REDUS agrees to use reasonable efforts to acquire title to the Lien Property. In the event that the Ownership Condition is not satisfied on or before the date that is six (6) months following the satisfaction of the Approvals Condition, REDUS may terminate this Agreement by delivering written notice to City, and upon the delivery of such written notice this Agreement shall terminate, in which case the parties shall be relieved of further liability hereunder except for those obligations that expressly survive Closing.

(b) Promptly following satisfaction of the Approvals Condition, REDUS shall cause to be filed with the applicable court an application for a "Writ of Execution" in Summit County, Utah. The parties shall deliver their respective counterparts of the Escrow Documents (as defined in Exhibit D) to Escrow Agent on or prior to the Delivery of Escrow Documents Deadline (as set forth in Section 12).

(c) In connection with the Sheriff's Deed, REDUS shall provide notice to the Summit County Sheriff that REDUS has assigned its rights as the high bidder to City and cause that language disclosing and describing such assignment to City be included in the "Certificate of Sale" and that the Sheriff's Deed be issued directly to City. In the event of such assignment and conveyance to City, it shall be the intention of the parties that City obtain all rights and benefits as purchaser of the Lien Property, including the right to receive payment in the full amount of the REDUS bid by a party exercising a right of redemption of the Lien Property.

## 7. CONDITIONS PRECEDENT TO CLOSING:

**7.1 City's Conditions Precedent.** The obligation of City to consummate the transactions contemplated in this Agreement shall be conditioned upon satisfaction of the following at or prior to Closing (the "City Conditions Precedent to Closing"):

- (a) REDUS is not in default of this Agreement;
  - (b) The representations and warranties by REDUS contained in this Agreement must be true;
  - (c) The Ownership Condition has been satisfied;
  - (d) REDUS shall have delivered its executed and acknowledged Deed conveying the Property to Escrow Agent;
  - (e) REDUS shall have delivered its executed and, if required, acknowledged counterparts of the Water Interests Transfer Document(s);
- and

(f) REDUS shall have performed and complied with all covenants and agreements set forth herein which are to be performed or complied with by REDUS at or prior to the Closing Date.

In the event that any of the foregoing City Conditions Precedent to Closing are not satisfied on or prior to the Closing Date, then City shall, as its sole remedy, either (A) waive the applicable unsatisfied City Conditions Precedent to Closing and proceed to Closing on the scheduled Closing Date, or (B) immediately terminate this Agreement by written notice to REDUS, in which case the parties shall be relieved of further liability hereunder, except for those obligations which expressly survive the termination of this Agreement. If REDUS has breached the Agreement, City is entitled to the remedy described in Section 9.2 below.

**7.2 REDUS's Conditions Precedent.** The obligation of REDUS to consummate the transactions contemplated in this Agreement, including transfer of the Property to City, shall be conditioned upon satisfaction of the following at or prior to Closing (the "REDUS Conditions Precedent to Closing"):

- (a) REDUS's managers and members shall have approved this Agreement and REDUS's transfer of the Property to City pursuant to this Agreement;
- (b) The representations, warranties and covenants of City set forth in this Agreement shall be true and correct as of the Closing Date;
- (c) The Ownership Condition has been satisfied;
- (d) The Approvals Condition has been satisfied;

(e) City is not in default of this Agreement;

(f) City shall have delivered its executed and, if required, acknowledged counterpart of the approved DA Amendment to Escrow Agent; and

(g) City shall have performed and complied with all covenants and agreements set forth herein which are to be performed or complied with by City at or prior to the Closing Date.

In the event that any of the foregoing REDUS Conditions Precedent to Closing are not satisfied, and are not waived by REDUS on or before the Closing Date, REDUS may terminate this Agreement and seek any and all remedies available to REDUS contained Section 9.1.

## **8. REPRESENTATIONS, WARRANTIES, AND COVENANTS; PROPERTY AS-IS:**

**8.1 REDUS's and City's Representations, Warranties, and Covenants.** The parties' respective representations, warranties, and conditions are set forth on Exhibit F attached hereto.

## **9. DEFAULT.**

**9.1 City Breach; REDUS Remedies.** Notwithstanding anything to the contrary contained herein, in the event all REDUS Conditions Precedent to Closing are satisfied and City breaches or defaults under this Agreement (which breach, failure, or default is not remedied or cured by City pursuant to any applicable provisions hereof), REDUS shall have the right, as its sole and exclusive remedy, to either: (i) terminate this Agreement and receive payment from City in the amount of Ten Thousand and No/100 Dollars (\$10,000.00), as full, fixed and liquidated damages, not as a penalty, whereupon this Agreement shall terminate, the parties hereby acknowledging the difficulty of ascertaining REDUS's damages in such a circumstance and agreeing that this remedy represents a reasonable and mutual attempt by REDUS and City to anticipate the consequence to REDUS of City's breach; or (ii) commence an action against City for specific performance of this Agreement and to compel the Closing of the transaction contemplated herein.

**9.2 REDUS Breach; City Remedies.** Notwithstanding anything to the contrary contained herein, in the event all City Conditions Precedent to Closing are satisfied and REDUS breaches or defaults under this Agreement (which breach, failure, or default is not remedied or cured by REDUS pursuant to any applicable provisions hereof) City shall have the right, as its sole and exclusive remedy, to either: (a) to terminate this Agreement and receive payment from REDUS in the amount of Ten Thousand and No/100 Dollars (\$10,000.00), as full, fixed and liquidated damages, not as a penalty, whereupon this Agreement shall terminate, the parties hereby acknowledging the difficulty of ascertaining City's damages in such a circumstance and agreeing that this remedy represents a reasonable and mutual attempt by REDUS and City to anticipate the consequence to City of REDUS's breach; or [(b) commence an action against REDUS for specific performance of this Agreement or similar legal or equitable action; provided, however, that City shall not be entitled to pursue any action for specific performance against REDUS if (i) REDUS is prevented from performing as a result of an order or regulation of any governmental or regulatory authority having jurisdiction over REDUS or any affiliate thereof, (ii) performance by REDUS would or is likely to result in the levy of a fine, imposition of any reserve requirement or any other action that has a material adverse effect (apart from the act of specific performance) on REDUS or any affiliate undertaken by any such governmental or regulatory authority, or (iii) REDUS has received an opinion of reputable counsel or its internal legal department that REDUS's performance hereunder could result in a violation of any law, rule, regulation, or order of any such governmental or regulatory authority or the levy of any fine, imposition of an additional reserve requirement or any other action that has a material adverse effect (apart from the act of specific performance) on REDUS or any affiliate. After City has exercised its applicable remedy as described above, REDUS shall be relieved of further liability hereunder, at law or in equity, it being the agreement of the parties that in no event shall City be entitled to any other remedies other than those expressly provided herein.]

**9.3 No Brokers.** Each of REDUS and City has dealt with no brokers in connection with the Property and entering into this Agreement. Should any other claim for commission be asserted or established, the party in breach of its representation in this Section 9.3 hereby expressly agrees to hold the other harmless with respect to all costs relating thereto (including reasonable attorneys' fees) to the extent that the breaching party is shown to have been responsible for the creation of such claim. Anything to the contrary in this Agreement notwithstanding, such agreement of each party to hold the other harmless shall survive the Closing and any termination of this Agreement.

**9.4 Right to Cure.** No failure(s) or default(s) by City or REDUS shall result in the termination or limitation of any right hereunder or the exercise of any rights or remedies with respect to such failure(s) or default(s) unless and until the defaulting party shall have been notified in writing of such default and shall have failed to remedy the specified failure(s) or default(s) within fifteen (15) days after the receipt of said written notice (or, if the cure thereof cannot be completed within fifteen (15) days, then a reasonable period of time, not to exceed an additional thirty (30) days provided the party diligently and continuously pursues such cure).

**10. ESCROW AGENT.** The terms and conditions set forth in this Agreement shall constitute both an agreement between REDUS and City and instructions for Escrow Agent, which Escrow Agent shall acknowledge and agree to be bound by, as evidenced by its execution of this Agreement. REDUS and City shall promptly execute and deliver to Escrow Agent any separate or additional escrow instructions requested by Escrow Agent which are consistent with the terms of this Agreement. Any separate or additional instructions shall not modify or amend the provisions of this Agreement unless otherwise expressly agreed by mutual consent of City and REDUS. City and REDUS both hereby acknowledge and agree that Escrow Agent shall hold and deliver any deposits which may be made under this Agreement in accordance with the terms and conditions of this Agreement and that Escrow Agent shall be relieved of all liability and held harmless by both REDUS and City in the event Escrow Agent makes any disbursement of such monies in accordance with the terms and provisions of this Agreement. Escrow Agent shall be relieved from any responsibility or liability and held harmless by both City and REDUS in connection with the discharge of Escrow Agent's duties hereunder provided that Escrow Agent exercises ordinary and reasonable care in the discharge of such duties.

**11. MISCELLANEOUS.** This Agreement is further subject to the standard terms and conditions attached hereto as Exhibit G.

**12. CONTRACT DEADLINES.** City and REDUS agree that the following deadlines shall apply to the Agreement:

- (a) DA Amendment Deadline: 10 business days from the Effective Date.
- (b) Expiration of Title Review Period: 30 days after receipt of the City Commitment or REDUS Commitment, as applicable to each party.
- (c) Expiration of Feasibility Period: 60 days after the parties' receipt of the latter of the City Commitment or REDUS Commitment, subject to the Outside Delivery Date.
- (d) Delivery of Escrow Documents Deadline: 30 days from the issuance of the Writ of Execution.
- (e) Closing Date: On or within one (1) business day after the date of satisfaction of the Ownership Condition, as indicated by the date of the recording of the Sheriff's Deed, unless another date is mutually agreed to by the parties in writing.

*[Signature Pages Follow]*

WITNESS, the following signatures.

**REDUS:**

REDUS PARK CITY LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**CITY:**

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

By: \_\_\_\_\_  
Nann Worel, Mayor

**Attest:**

\_\_\_\_\_  
City Recorder

**Approved as to Form:**

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



## **ACCEPTANCE OF ESCROW AGENT**

The undersigned Escrow Agent hereby (a) accepts the Escrow created by the foregoing Agreement, (b) agrees to act in accordance with the terms of this Agreement, and (c) confirms that it executed this Agreement on \_\_\_\_\_, 20\_\_\_\_.

ESCROW AGENT:

\_\_\_\_\_

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

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

Title: \_\_\_\_\_

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

**EXHIBIT A-1**

**Legal Description of the Owned Property**

[TO BE ATTACHED]

DRAFT

**EXHIBIT A-2**

**Legal Description of the Lien Property**

[TO BE ATTACHED]

DRAFT

**EXHIBIT A-3**

**Depiction of the Property**

[TO BE ATTACHED]

DRAFT

**EXHIBIT B**

**Legal Description and Depiction of the City Property**

[TO BE ATTACHED]

DRAFT



**EXHIBIT C**

**Legal Description and Depiction of the REDUS Property**

**R-5 Parcel:**

[TO BE ATTACHED]

**Water Tank Parcel:**

[TO BE ATTACHED]

DRAFT

## EXHIBIT D

### **Escrow Instructions**

City and REDUS provide the following instructions to the Escrow Agent relative to this escrow:

1. City and REDUS each hereby appoint and designate Escrow Agent as escrow agent for the purposes set forth herein and the Escrow Agent hereby accepts such appointment and agrees to accept, hold, and release the DA Amendment and other documents delivered into escrow in accordance with the terms hereof. The Escrow Agent shall sign on the space provided at the end of this Agreement; provided, however, that Escrow Agent's signature hereto shall not be a condition of the effectiveness of this Agreement as between City and REDUS.

2. Upon Escrow Agent's receipt of the executed and acknowledged original counterparts of the DA Amendment, Escrow Agent shall promptly deliver written notice to each party of receipt of the fully-executed DA Amendment (the "Receipt of DA Amendment Notice"). The DA Amendment, Deed(s), Water Interests Transfer Document(s), Final Plat and Site Plan, FIRPTA, and any other document delivered into escrow pursuant to this Agreement (collectively, the "Escrow Documents"), but not delivered to the other party, shall be held by Escrow Agent and shall only be released or recorded upon the earlier of the following events to occur:

- a. *Closing.* Upon Closing, the Escrow Documents shall be deemed delivered and, as applicable, Escrow Agent shall record the same with the Summit County Recorder's Office and/or deliver the fully-executed copies of the same to the respective parties.
- b. *Termination of Escrow.* Upon mutual written notice of termination by the parties or other termination permitted under this Agreement, or the expiration of a period of one (1) year from the Effective Date, the executed counterparts of the Escrow Documents shall be returned to each respective party and such Escrow Documents shall be of no force or effect.

3. The parties may provide joint or mutual instructions to Escrow Agent for the (A) return, or (B) delivery and recording of, any or all of the Escrow Documents, in which case the Escrow Agent shall comply with the joint or mutual written instructions. Notwithstanding any provision herein to the contrary, in the event (i) of any disagreement or controversy arising as to the Escrow Documents, (ii) conflicting demands or notices are made upon the Escrow Agent arising out of or relating to the Escrow Documents, or (iii) the Escrow Agent in good faith is in doubt as to what action it should take hereunder, the Escrow Agent shall have the right, at its election, to withhold and stop all further proceedings in, and performance of, this Agreement as to the Escrow Documents, unless and until it receives joint or mutual instructions from the parties or a party obtains a court order resolving the dispute or uncertainty regarding the appropriate action to be taken.

**EXHIBIT E**

**Form of Deed**

**WHEN RECORDED RETURN TO,  
AND MAIL TAX NOTICES TO:**

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Affecting Tax Serial Nos.: See Exhibit A

**SPECIAL WARRANTY DEED**

\_\_\_\_\_, with an address of \_\_\_\_\_ ("**Grantor**"), hereby  
CONVEYS AND WARRANTS against all who claim by, through, or under the Grantor, to \_\_\_\_\_  
("**Grantee**"), with an address of \_\_\_\_\_, for the sum of TEN DOLLARS and other good and  
valuable consideration, the following described tracts of land in Summit County, State of Utah, to wit:

See attached **Exhibit A** (the "**Property**")

SUBJECT TO (i) all declarations, easements, rights-of-way, restrictions, covenants, and other  
matters of public record, (ii) all gas, water, and mineral rights of others, (iii) any matters that would  
be disclosed by an accurate, current survey and inspection of the Property, (iv) the lien of ad valorem  
real estate taxes for 20\_\_\_\_, and (v) all matters identified on the attached **Exhibit B** ("Permitted  
Exceptions").

*[Signature and Acknowledgement Follow]*

WITNESS the hand of said Grantor this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**GRANTOR:**

\_\_\_\_\_,  
a \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_  
(insert name and title of the officer)

personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

[OR OTHER APPLICABLE ACKNOWLEDGMENT]

**EXHIBIT A TO DEED**

[Legal Description of the Property]

*(To be attached in the original)*

**EXHIBIT B TO DEED**

[Permitted Exceptions]

*(To be attached in the original)*



## **EXHIBIT F**

### **Representations, Warranties, and Conditions**

1. REDUS Representations. REDUS hereby represents, warrants, and covenants to City that:
  - a. Except as to the Conservation Easements and/or as otherwise provided in this Agreement, REDUS has granted no person any contract right or other right to possession of any portion of the Property.
  - b. Except as may be required by law or agreed to by City in writing, REDUS shall not materially alter the condition of the Property during the term of this Agreement, to the extent that the Property is under its control.
  - c. Subject to the satisfaction of the Ownership Condition, REDUS has the full right, power, and authority to transfer the Property to the City as provided in this Agreement and all required action necessary to authorize REDUS to enter into this Agreement has been or will have been taken prior to the Effective Date. REDUS shall have, on or before the Closing Date, the full right, power, and authority to carry out its obligations hereunder and all required action necessary to authorize REDUS to carry out its obligations hereunder has been or will have been taken prior to the Closing Date.
2. City Representations. City warrants, represents, and covenants to REDUS that City has the full right, power, and authority to acquire the Property from REDUS as provided in this Agreement and all required action necessary to authorize City to enter into this Agreement has been or will have been taken prior to the Effective Date. City shall have, on or before the Closing Date, the full right, power, and authority to carry out its obligations hereunder, including, without limitation, to grant or waive the benefits or rights to be afforded to REDUS at Closing under this Agreement, and all required action necessary to authorize City to carry out its obligations hereunder has been or will have been taken prior to the Closing Date.
3. AS-IS. EACH PARTY ACKNOWLEDGES TO AND AGREES WITH THE OTHER PARTY THAT EACH PARTY IS ACQUIRING THE PROPERTY OR CITY PROPERTY, AS APPLICABLE, IN AN "AS IS," "WHERE IS" CONDITION "WITH ALL FAULTS" AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE OR TYPE WHATSOEVER FROM OR ON BEHALF OF REDUS OTHER THAN THOSE EXPRESSLY STATED IN THIS AGREEMENT. EACH PARTY ACKNOWLEDGES THAT IT HAS NOT RELIED, AND IS NOT RELYING, UPON ANY INFORMATION, DOCUMENT, SALES BROCHURES OR OTHER LITERATURE, MAPS, SKETCHES, DRAWINGS, PLANS, PROJECTION, PROFORMA, STATEMENT, REPRESENTATION, GUARANTEE OR WARRANTY (WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, MATERIAL OR IMMATERIAL) THAT MAY HAVE BEEN GIVEN BY OR MADE BY OR ON BEHALF OF THE OTHER PARTY.

EACH PARTY HEREBY ACKNOWLEDGES THAT IT SHALL NOT BE ENTITLED TO, AND SHALL NOT RELY ON THE OTHER PARTY, ITS AGENTS, EMPLOYEES OR REPRESENTATIVES, AND EACH PARTY HEREBY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, EITHER UNDER COMMON LAW, BY STATUTE, OR OTHERWISE, AS TO (I) THE QUALITY, NATURE, ADEQUACY OR PHYSICAL CONDITION OF THE PROPERTY INCLUDING, BUT NOT LIMITED TO, ANY STRUCTURAL ELEMENTS, FOUNDATION, ACCESS, LANDSCAPING, SEWAGE OR UTILITY SYSTEMS AT THE PROPERTY OR CITY PROPERTY, IF ANY; (II) THE QUALITY, NATURE, ADEQUACY OR PHYSICAL CONDITION OF SOILS AND GROUND WATER OR THE EXISTENCE OF GROUND WATER AT THE PROPERTY OR CITY PROPERTY; (III) THE EXISTENCE, QUALITY, NATURE, ADEQUACY OR PHYSICAL CONDITION OF ANY UTILITIES SERVING THE PROPERTY OR CITY PROPERTY; (IV) THE DEVELOPMENT POTENTIAL OF THE PROPERTY OR CITY PROPERTY, ITS VALUE, ITS PROFITABILITY, ITS HABITABILITY, MERCHANTABILITY OR FITNESS, SUITABILITY OR ADEQUACY OF THE PROPERTY OR CITY PROPERTY FOR ANY PARTICULAR PURPOSE; (V) THE ZONING OR OTHER LEGAL STATUS OF THE PROPERTY OR CITY PROPERTY; (VI) THE COMPLIANCE OF THE PROPERTY OR CITY PROPERTY OR ITS OPERATIONS WITH ANY APPLICABLE CODE, STATUTE, LAW, ORDINANCE, RULE, REGULATION, COVENANT, PERMIT, AUTHORIZATION, STANDARD, CONDITION OR RESTRICTION OF ANY GOVERNMENTAL OR REGULATORY AUTHORITY; (VII) THE QUALITY OF ANY LABOR OR MATERIALS RELATING IN ANY WAY TO THE PROPERTY OR CITY PROPERTY; (VIII) THE SQUARE FOOTAGE OR ACREAGE OF THE PROPERTY OR CITY PROPERTY; OR (IX) THE OPERATION OF THE PROPERTY OR CITY PROPERTY FROM THE DATE OF THIS AGREEMENT UNTIL THE CLOSING.

EACH PARTY ACKNOWLEDGES IT HAS HAD AN ADEQUATE OPPORTUNITY TO MAKE SUCH LEGAL, FACTUAL AND OTHER INQUIRIES AND INVESTIGATIONS AS SUCH PARTY DEEMS NECESSARY, DESIRABLE OR APPROPRIATE WITH RESPECT TO THE PROPERTY OR CITY PROPERTY, AS APPLICABLE. SUCH INQUIRIES AND INVESTIGATIONS OF EACH PARTY SHALL BE DEEMED TO INCLUDE A PHASE I ENVIRONMENTAL SITE ASSESSMENT OF THE PROPERTY OR CITY PROPERTY, AN INSPECTION OF THE PHYSICAL COMPONENTS AND GENERAL CONDITION OF ALL PORTIONS OF THE PROPERTY OR CITY PROPERTY, SUCH STATE OF FACTS AS AN ACCURATE SURVEY AND INSPECTION WOULD SHOW, THE PRESENT AND FUTURE ZONING AND LAND USE ORDINANCES, RESOLUTIONS AND REGULATIONS OF CITY, COUNTY AND STATE WHERE THE PROPERTY AND CITY PROPERTY IS LOCATED AND THE VALUE AND MARKETABILITY OF THE PROPERTY AND CITY PROPERTY, AS APPLICABLE.

EACH PARTY ACKNOWLEDGES THAT THERE HAVE BEEN NO REPRESENTATIONS OR AGREEMENTS REGARDING REDUS'S OBLIGATION TO PROVIDE OR COMPLETE ROADS, SEWER, WATER, ELECTRIC OR OTHER UTILITY SERVICES, RECREATIONAL AMENITIES, OR ANY OTHER IMPROVEMENTS TO THE PROPERTY OR CITY PROPERTY MADE BY EITHER PARTY OR RELIED UPON BY EITHER PARTY WHATSOEVER.

CITY ACKNOWLEDGES THAT REDUS HOLDS TITLE TO THE PROPERTY, THROUGH FORECLOSURE OR OTHERWISE, PRIMARILY TO PROTECT ITS SECURITY INTEREST WITHIN THE MEANING OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT ("CERCLA"), 42 U.S.C. §§ 9601 ET SEQ. AND THE RULES AND REGULATIONS PROMULGATED THEREUNDER.

WITHOUT IN ANY WAY LIMITING THE GENERALITY OF THE PRECEDING, EXCEPT TO THE EXTENT ARISING OUT OF A BREACH BY A PARTY OF THE PROVISIONS IN SECTION 1(b) OF THIS EXHIBIT F, EACH PARTY SPECIFICALLY ACKNOWLEDGES AND AGREES THAT IT HEREBY WAIVES, RELEASES AND DISCHARGES ANY CLAIM IT HAS, MIGHT HAVE HAD OR MAY HAVE IN THE FUTURE AGAINST THE OTHER PARTY WITH RESPECT TO COSTS, DAMAGES, OBLIGATIONS, PENALTIES, CAUSES OF ACTION AND OTHER LIABILITIES (WHETHER ACCRUED, CONTINGENT, ARISING BEFORE OR AFTER THIS AGREEMENT, OR OTHERWISE) ARISING AS A RESULT OF (I) THE CONDITION OF THE PROPERTY OR CITY PROPERTY, EITHER PATENT OR LATENT, (II) ITS ABILITY OR INABILITY TO OBTAIN OR MAINTAIN BUILDING PERMITS, EITHER TEMPORARY OR FINAL CERTIFICATES OF OCCUPANCY OR OTHER LICENSES FOR THE USE OR OPERATION OF THE PROPERTY OR CITY PROPERTY, AND/OR CERTIFICATES OF COMPLIANCE FOR THE PROPERTY OR CITY PROPERTY, (III) THE ACTUAL OR POTENTIAL INCOME OR PROFITS TO BE DERIVED FROM THE PROPERTY OR CITY PROPERTY, (IV) THE REAL ESTATE TAXES OR ASSESSMENTS NOW OR HEREAFTER PAYABLE FOR THE PROPERTY OR CITY PROPERTY, (V) THE CONDITION OR COMPLIANCE OF THE PROPERTY OR CITY PROPERTY, OR COMPLIANCE OF PAST OWNERS AND OPERATORS OF THE PROPERTY OR CITY PROPERTY, IN REGARD TO ANY FEDERAL, STATE AND LOCAL ENVIRONMENTAL PROTECTION, POLLUTION CONTROL, POLLUTION CLEANUP, AND CORRECTIVE ACTION LAWS, RULES, REGULATIONS, ORDERS, AND REQUIREMENTS (INCLUDING WITHOUT LIMITATION CERCLA, RCRA, AND OTHERS PERTAINING TO THE USE, HANDLING, GENERATION, TREATMENT, STORAGE, RELEASE, DISPOSAL, REMOVAL, REMEDIATION OR RESPONSE TO, OR NOTIFICATION OF GOVERNMENTAL ENTITIES CONCERNING, TOXIC, HAZARDOUS, OR OTHERWISE REGULATED WASTES, SUBSTANCES, CHEMICALS, POLLUTANTS OR CONTAMINANTS), OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, (VI) THE PRESENCE ON, IN, UNDER OR NEAR THE PROPERTY OR CITY PROPERTY OF (INCLUDING WITHOUT LIMITATION ANY RESULTANT OBLIGATION UNDER CERCLA, THE RESOURCE CONSERVATION AND RECOVERY ACT ("**RCRA**"), 42 U.S.C. §§ 6973 ET SEQ., ANY STATE STATUTE OR REGULATION, OR OTHERWISE, TO REMOVE, REMEDIATE OR RESPOND TO) ASBESTOS CONTAINING MATERIAL, RADON, UREA FORMALDEHYDE OR ANY OTHER TOXIC, HAZARDOUS OR OTHERWISE REGULATED WASTE, SUBSTANCE, CHEMICAL, POLLUTANT OR CONTAMINANT, AND (VII) ANY OTHER STATE OF FACTS WHICH EXIST WITH RESPECT TO THE PROPERTY OR CITY PROPERTY. NOTHING HEREIN SHALL BE CONSTRUED TO WAIVE, RELEASE, OR DISCHARGE ANY CLAIM EACH PARTY HAS, MIGHT HAVE HAD OR MAY HAVE IN THE FUTURE AGAINST ANY OTHER THIRD-PARTY, OTHER THAN PARTIES TO THIS AGREEMENT OR THEIR RESPECTIVE AFFILIATES, PARENT ENTITIES, SUBSIDIARIES, OFFICERS, MANAGERS, MEMBERS, EMPLOYEES, AGENTS, OR REPRESENTATIVES.

EACH PARTY ACKNOWLEDGES AND AGREES THAT THE TERMS AND CONDITIONS OF THIS EXHIBIT F SHALL EXPRESSLY SURVIVE THE CLOSING AND THE RECORDATION OF THE DEED FOR THE PROPERTY AND CITY PROPERTY, RESPECTIVELY.

## **EXHIBIT G**

### **Standard Terms and Conditions of Agreement**

1. **ASSIGNMENT; SURVIVAL.** City may not assign this Agreement to any party without the express written consent of REDUS, which consent may be withheld for any reason or no reason; provided, however, City may assign this Agreement without REDUS's consent to any entity 100% owned by City. This Agreement shall be binding upon the parties hereto and each of their respective heirs, executors, administrators, successors and assigns. The provisions of this Agreement and the obligations of the parties shall survive the execution and delivery of the Deed executed hereunder and shall not be merged therein, except that any representations and warranties of REDUS hereunder shall survive Closing for only six (6) months.

2. **RELATED PARTIES.** City represents to REDUS that neither City nor any person having control over City is employed by, or is a family member purchasing directly or indirectly for the benefit of anyone who is employed by Wells Fargo & Company or any of its subsidiaries. For purposes of this representation "family member" is defined as a spouse, a domestic partner, parents, grandparents, children, grandchildren, brothers and sisters, including in all cases, step-family members.

3. **NOTICES.** All notices and other communications hereunder shall be in writing, and be deemed duly given: (i) when given, if personally delivered; (ii) three (3) days after mailing, if mailed by certified mail, return receipt requested, postage prepaid; (iii) one (1) business day after shipping via FedEx or other nationally recognized overnight courier service; and (iv) upon the recipient's reply to the sender's Email after sending by Email, to the following addresses:

If to City: Park City Municipal Corporation  
445 Marsac Avenue  
Park City, Utah 84060  
Attention: Office of the Mayor  
Email: nann.worel@parkcity.org

with a copy to: Park City Municipal Corporation  
445 Marsac Avenue  
Park City, Utah 84060  
Attention: City Attorney  
Email: Margaret.plane@parkcity.org  
Matt.dias@parkcity.org  
Mark@parkcity.org

If to REDUS: Wells Fargo Bank, N.A.  
c/o Wells Fargo Bank, Wholesale Commercial ORE  
333 Market Street, 20th Floor  
San Francisco, California 94105  
Attention: David Ash  
Email: david.ash@wellsfargo.com

with a copy to: Wells Fargo Bank, N.A.  
c/o Wells Fargo Law Department  
MAC A0194-273  
45 Fremont Street, 30th Floor  
San Francisco, California 94105  
Attention: Alilda Ferraro, Esq.  
Email: alilda.ferraro@wellsfargo.com

and, with a copy to: Snell & Wilmer L.L.P.  
15 West South Temple, Suite 1200  
Salt Lake City, Utah 84101  
Attention: Wade R. Budge, Esq.  
Email: wbudge@swlaw.com

If to Escrow Agent: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Email: \_\_\_\_\_

The parties hereto shall be responsible for notifying each other of any change(s) to the foregoing notice information.

4. SEVERABILITY. If any term, covenant or condition of this Agreement, or the application thereof to any party or circumstance, shall be invalid or unenforceable, the Agreement shall not be affected thereby, and each term shall be valid and enforceable to the fullest extent permitted by law.

5. INTERPRETATION; TIME IS OF THE ESSENCE. It is the intention of the parties hereto that all questions with respect to the construction of this Agreement, and the rights or liabilities of the parties hereunder, shall be determined in accordance with the laws of the State, without regard to conflicts of law rules. Time is hereby declared to be of the essence in the performance of each of REDUS's and City's obligations hereunder.

6. WEEKEND AND HOLIDAYS. Any deadline date specified in this Agreement which falls on a Saturday, Sunday or legal holiday on which Wells Fargo Bank, N.A. is closed for business in the United States (any days other than the foregoing to be considered "business days" for all purposes hereunder) shall be extended to the first regular business day after such deadline date.

7. ENTIRE AGREEMENT; RECITALS; AMENDMENTS; NO WAIVER. This Agreement, together with the Exhibits attached hereto, contains the final and entire agreement between the parties hereto. The recitals set forth in the beginning of this Agreement are incorporated herein as if restated in full. No change or modification of this Agreement, or any waiver of the provisions hereof, shall be valid unless the same is in writing and signed by the parties hereto. Waiver from time to time of any provision hereunder will not be deemed to be a full waiver of such provision, or a waiver of any other provisions hereunder. The terms of this Agreement are mutually agreed to be clear and unambiguous, shall be considered the workmanship of all of the parties and shall not be construed against the drafting party. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.

8. SECTION HEADERS. Titles to Articles, Sections, and/or Subsections are for convenience only, and are not intended to limit or expand the covenants and obligations expressed thereunder.

9. COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

10. ATTORNEYS' FEES; JURY WAIVER. In addition to any other relief to which it may be entitled, the prevailing party in any dispute or controversy relating to this Agreement shall be entitled to recover its attorneys' fees and costs incurred in regard to such dispute or controversy. THE PARTIES WAIVE THEIR RESPECTIVE RIGHTS OF TRIAL BY JURY.

11. KNOWLEDGE PARTY. For purposes of this Agreement and any document delivered at Closing, all references to REDUS's knowledge, including, without limitation, whenever the phrase "to REDUS's actual knowledge," or the "knowledge of REDUS," or words of similar import are used, they shall be deemed and construed to refer to facts within the actual, personal knowledge of REDUS's Representative only, and no others, only at the times indicated, without investigation or inquiry, or obligation to make investigation or inquiry, and in no event shall the same include any knowledge imputed to REDUS by any other person or entity. "REDUS's Representative" means and shall be limited to David Ash, a Senior Vice President in the Wholesale Commercial ORE Group at Wells Fargo Bank, N.A.

12. FINANCING. City expressly agrees and acknowledges that (i) City's obligations hereunder are not in any way conditional upon, or qualified by, City's ability to obtain financing of any type or nature whatsoever (whether by way of debt, financing or equity investment or otherwise) to consummate the transactions contemplated hereby, and (ii) City shall not use all or any portion of the proceeds of any loan or other credit accommodation from REDUS or REDUS's parent, subsidiaries or affiliates (including, without limitation, Wells Fargo Bank, N.A.) in order to provide for any portion of the consideration for this Agreement without REDUS's prior written consent.

13. 1031 EXCHANGE. City and REDUS shall reasonably cooperate with respect to a like kind exchange pursuant to Section 1031 of the Internal Revenue Code ("1031 Exchange"), provided such 1031 Exchange shall not impose on City or REDUS any additional liability or financial obligation, shall not delay Closing, and City and REDUS shall indemnify, defend and hold each other harmless for, from and against any claims, damages or expenses arising in connection with or resulting from City's or REDUS's 1031 Exchange. Notwithstanding the foregoing, the consummation of the transaction contemplated by this Agreement shall not be subject to or contingent upon either party's ability to consummate its 1031 Exchange.

14. NO MEMORANDUM. Neither this Agreement nor a memorandum thereof shall be filed or recorded by REDUS or City.

15. GOVERNING LAW. THIS AGREEMENT SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE UNITED STATES AND THE LAWS OF THE STATE. CITY HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT SITTING IN THE STATE IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT AND HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING SHALL BE HEARD AND DETERMINED IN A STATE OR FEDERAL COURT SITTING IN THE STATE. NOTHING CONTAINED IN THIS SECTION SHALL AFFECT THE RIGHT OF REDUS TO BRING ANY ACTION OR PROCEEDING AGAINST CITY OR ITS PROPERTY IN THE COURTS OF ANY OTHER JURISDICTION. CITY AND REDUS AGREE THAT THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE CLOSING OF THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT. NOTHING CONTAINED IN THIS SECTION SHALL BE INTERPRETED TO PROVIDE ANY GREATER RIGHTS OR ADDITIONAL CLAIMS TO CITY THAN AS OTHERWISE PROVIDED IN THIS AGREEMENT.

DRAFT



## **EXHIBIT H**

### **List of Disclosures**

1. Certificate of Amendment and Amended and Restated Master Declaration of Covenants, Conditions, and Restrictions of Empire Pass, recorded December 14, 2004 as Entry No. 719855 in the Summit County Recorder's Office. The foregoing contains assignments and amendments that will be more particularly set forth in the City Commitment.
2. Phase I Environmental Site Assessment: Marsac Bowtie Parcel (June 2019).
3. Phase I Environmental Site Assessment: Twisted Branch Road (September 2016).
4. Phase I Environmental Site Assessment: Ontario Mine Bench (September 2017).
5. *[LIST TO BE FINALIZED]*

**EXHIBIT I**

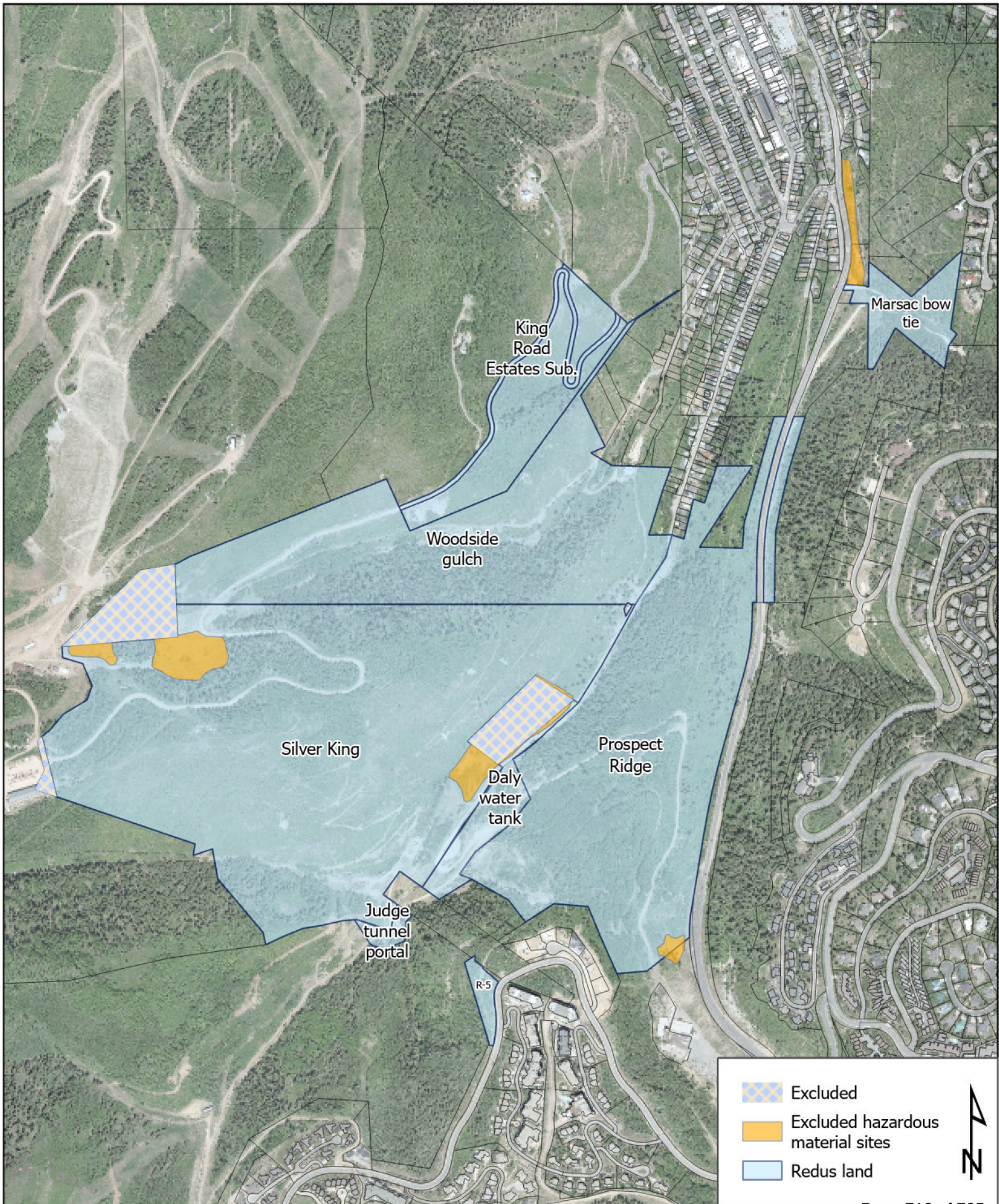
**Form of Access Agreement**

[TO BE ATTACHED]

DRAFT



## Exhibit B – Proposed Exclusions









## City Council Staff Report

**Subject:** HOPA Development Funding Request  
**Author:** Sara Wineman  
**Department:** Housing  
**Date:** April 24, 2025



### Executive Summary

On April 7, 2025, Mountainlands Community Housing Trust (MCHT) requested a financial commitment from the City Council to provide additional support for Phase I of their Holiday Village and Parkside Apartments (HOPA) affordable housing redevelopment. Phase I includes Building A (see Figure 1), which will deliver 45 new affordable housing units and serve as a cornerstone of a broader community affordable housing revitalization effort. Critically, Phase I allows for redevelopment without displacing existing residents and, preserving housing stability for those living in this housing development.

To finance approximately \$15.7 million, or 67% of the project costs, MCHT is applying for Federal 9% Low-Income Housing Tax Credits (LIHTC), with applications due April 29, 2025, or nearly two months earlier than prior years. This accelerated timeline, combined with newly released Area Median Income (AMI) levels and updated Utah Housing Corporation (UHC) requirements released in April, shortened the preparation window considerably, which is why Mountainlands was not requesting support sooner. To close its funding gap and meet LIHTC readiness standards, MCHT requests a conditional \$2,000,000 preliminary financial commitment subject to a final determination by the City Council and a public benefits analysis.

In addition, a building and impact fee waiver, capped at \$700,000 and already approved by the City Council on May 16, 2024, remains valid and applicable to this LIHTC application cycle. The initial fee waivers play a critical role in the project's overall financial viability and ability to secure Federal and other sources of funding.

### Recommendation

Evaluating 3<sup>rd</sup> party requests to help fund affordable housing projects is challenging for several reasons—financial, political, and practical. As our community continues to respond to urgent housing needs, the City frequently receives requests to support potential developments through grants, loans, fee waivers, land donations, partnerships, or other public incentives. While these requests reflect real and pressing demand, evaluating them is often complex and resource-intensive.

After a considerable amount of assessment, the Housing Team recommends that the City Council approve the HOPA conditional funding commitment. This action aligns with the City's long-standing commitment to affordable housing and reflects past support for high-impact, community-serving developments. Approval will enable MCHT to submit a competitive application within a short timeframe while helping ensure the project remains financially viable and accessible to households at lower ends of AMI levels.



The City's Housing Fund currently can support this investment, with \$7.6 million budgeted for flexible partnerships.

The HOPA request also presents a strong return on public investment. The project enables a complete housing redevelopment without displacing current residents, a rare and commendable approach that upholds equity and housing stability. The MCHT is also long term partner with a successful track record in Park City. Their expertise in LIHTC-funded developments and ongoing affordable property management demonstrates their ability to execute this large investment.

In addition, the City's commitment will unlock significant federal tax credit equity and keep units affordable to some of Park City's residents who need them most: long time locals, workers, families, and seniors who are increasingly priced out of the community and have currently found housing in Park City. Supporting MCHT is also time-sensitive due to a compressed Federal timeline.

Following this initial commitment, the Housing Team will return to the Council for a broader policy discussion regarding long-term City support for HOPA, as well as a new public policy to review and consider future requests for City participation. This discussion will include evaluating funding mechanisms, such as direct grants, low-interest loans, or land donations, informed by Council direction and the required Public Benefits Analysis. The goal is to solidify a financial approach before LIHTC awards are announced in July 2025, so the next time this funding cycle approaches, we have a public policy to review and score proposals.

### **Background**

HOPA was built in 1979 on two adjacent sites centrally located in Park City, next to Park City High School (Figure 2). A renovation was completed in 2000, and in 2002, and MCHT utilized LIHTC to acquire the property, preserving and enhancing the affordability of 122 deed-restricted units.

Historically, these units have provided some of Park City's most deeply affordable rental housing, with an average rental rate of 45% of the Summit County AMI. Given the property's age, affordability, and central location, many residents have remained in the same units for decades. However, due to aging infrastructure and increasing wear and tear, HOPA requires a significant renovation or reconstruction to maintain safe and healthy living conditions, regardless of future ownership.

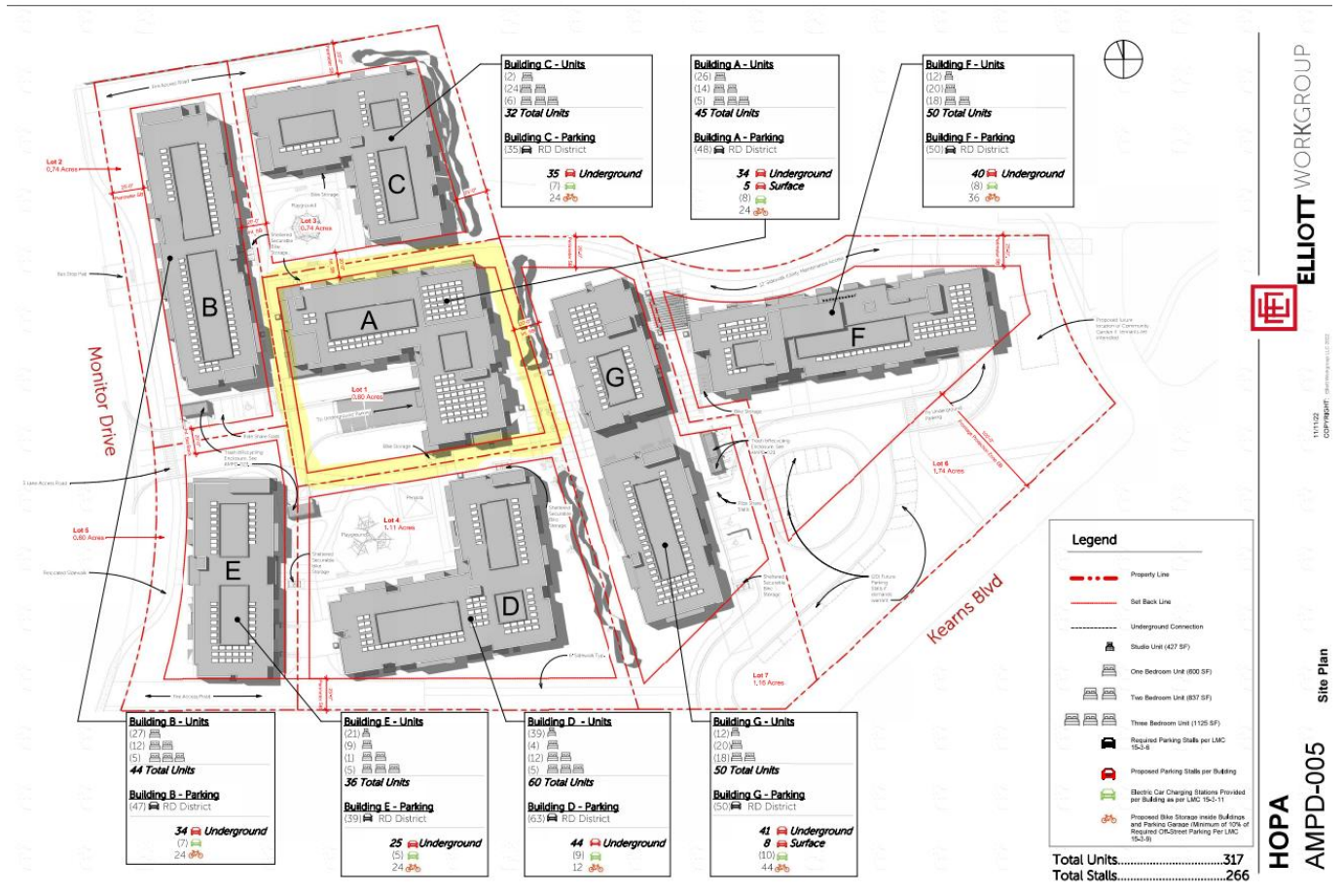


Figure 1. Site Plan for Holiday Village and Parkside Apartments



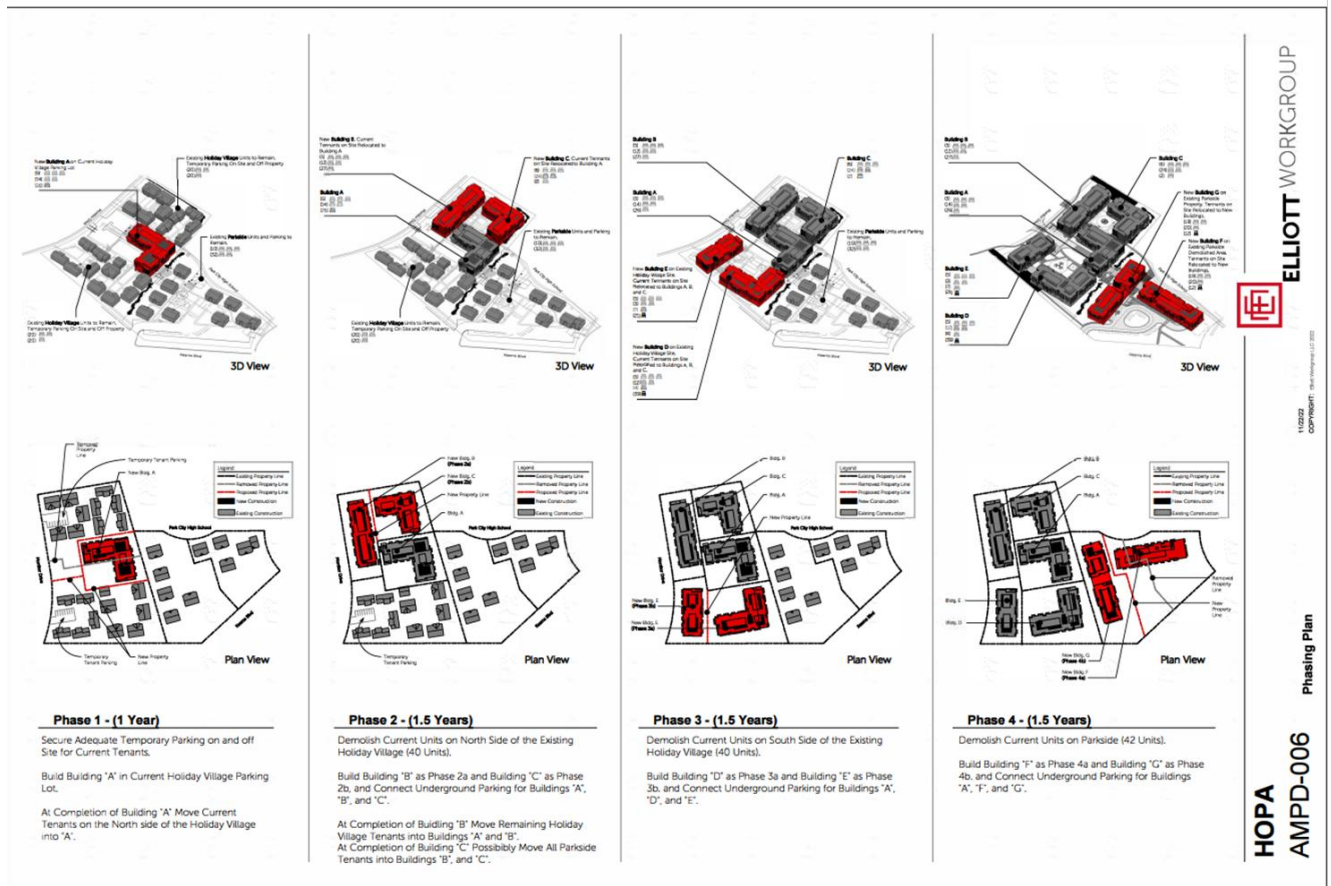
**Figure 2. Map of Holiday Village and Parkside Apartments Adjacencies**

To address these challenges, MCHT has proposed a phased redevelopment of the two existing sites, leveraging LIHTC funding and support from other stakeholders. The redevelopment plan includes:

- Subdividing four existing parcels (6.98 acres) into seven parcels (see Figure 1).
- Replacing the 122 existing affordable units with newly constructed units.
- Adding 195 new affordable units, increasing the total to 317 units, all affordable (see Figure 1):
  - Holiday Village Apartments: Expanding from 80 to 217 affordable units.
  - Parkside Apartments: Expanding from 42 to 102 affordable units.
- Constructing a shared underground parking structure beneath four parcels.
- Implementing phased construction avoids displacement and allows on-site relocation for current residents (see Figure 3).

The total net increase in affordable units under the approved plan is 195 units. If fully built, this project would increase the number of deed-restricted units in Park City by over 15%, significantly contributing to the City's affordable housing unit goals.





**Figure 3. Phasing Plan for Holiday Village and Parkside Apartments**

The HOPA redevelopment has undergone extensive review by the Planning Commission and City Council, with the following key meetings:

- March 22, 2023 – Planning Commission Work Session  
(Item 6.A: [Staff Report and Exhibits](#) | [Minutes](#) | [Meeting Recording](#))
- April 26, 2023 – Planning Commission Site Visit + Public Hearing  
(Item 5.C: [Staff Report and Exhibits](#) | [Minutes](#) | [Meeting Recording](#))
- May 24, 2023 – Planning Commission Public Hearing  
(Item 6.A: [Staff Report and Exhibits](#) | [Minutes](#) | [Meeting Recording](#))
- June 28, 2023 – Planning Commission Public Hearing\* AMPD approval  
(Item 6.A: [Staff Report and Exhibits](#) | [Minutes](#) | [Meeting Recording](#))
- May 16, 2024 – City Council \*Fee Waiver Approval  
(New Business, Item 2: [Staff Report and Exhibits](#) | [Minutes](#) | [Meeting Recording](#))

## Exhibits

- A MCHT HOPA Park City Request Letter 2025
- B DRAFT PCMC Commitment Letter 2025
- C PCMC Full Fee Waiver Letter





April 7, 2025

Dear Mayor Worel and members of the City Council,

Mountainlands Community Housing Trust would like to formally request financial assistance from Park City Municipal Corporation in its ambitious effort to redevelop nearly seven acres in the heart of Park City and adjacent to the Park City High School. When all phases are completed, the HOPA project will deliver a total 317 new affordable housing units, ranging from studios to three-bedroom units.

Originally constructed in 1979 by private developers, the 80-unit Holiday Village Apartments were acquired by Mountainlands in 2000 and the 42-unit Parkside Apartments in 2005. Despite the aging condition of the housing units, the convenient, transit-oriented location has made this housing incredibly valuable to the Park City community, which suffers from a severe lack of affordable housing.

The Park City community has been very supportive of this ambitious redevelopment effort, including several local private donors who have stepped forward with generous donations to assist with predevelopment expenses. The Park City Planning Commission unanimously approved the Affordable Master Planned Development, clearing the way for higher density and reduced parking requirements that will make it possible to develop nearly 200 additional affordable housing units on the site through several phases.

Known as HOPA I, the first phase of the redevelopment project will deliver 45 newly-constructed rental units. The 45 new housing units will be constructed on the site of the existing Holiday Village surface parking lot, in a three-story, elevator-served building, built above an underground parking garage. The phased construction approach will enable the residents of the existing Holiday Village units to remain in their homes until their newly-completed units are available.

One hundred percent of the residential units in the new HOPA I project will be affordable and rent restricted at affordability levels ranging from 25%-50% of the Summit County median income (currently \$168,600 for a 4-person household). The new units will continue to have access to USDA-RD rental assistance, allowing the current residents (whose incomes average less than 25% of the Summit County median) to continue to pay an affordable rent of no more than 30% of their actual household income.

Mountainlands is requesting assistance from Park City Municipal in the form of a \$2,000,000 grant (or "grant-like" loan with below-market terms), along with the waiver of the estimated \$649,827 in Park City construction, development and impact fees for the first phase of the HOPA Redevelopment Project. The total estimated development costs for HOPA I are \$23.28MM, including \$15.2MM in construction costs, contingency, and approximately \$650,000 in City fees. The primary financing source for the project will be 9% Federal Low Income Housing Tax Credits which will generate an estimated \$15.7MM in net equity. An additional \$4.0MM will come from private debt and \$751,000 from the assumption of a portion of the USDA – RD loans currently covering the project. The financial assistance and fee waivers are critical components of the project's overall financing since the commitment of local resources not

only increases the project's score in the competitive statewide tax credit allocation system, but they are also critical to filling the project's gap in financing sources. The project must demonstrate financial feasibility in the application to qualify.

Mountainlands, a non-profit, mission-based, local organization with extensive experience in affordable housing, will be the developer, sponsor, and the managing member of HOPA I, LLC, the entity which will own HOPA I. Mountainlands portfolio includes 10 tax-credit financed projects, with over 300 units; the oldest of which has been owned and operated by Mountainlands since 1995. Mountainlands has developed nine other affordable housing projects, totaling 238 units, including a mix of single-family, duplex, townhome and multifamily residential developments.

Mountainlands Community Housing Trust is committed to creating quality affordable housing project that provide substantial public benefits to the residents and the larger community. The board and staff are excited about this opportunity to provide units that are accessible, modern, energy-efficient and sustainable, making an even better place for the current residents of Holiday Village and Parkside as well as an amazing home for nearly 200 new households. The location and level of amenities would be nearly impossible to replicate anywhere else in the Park City area, given current land and construction costs.

Timely approval of a letter from the City that supports the financial assistance as well as the fee waiver request is critical to the project's ability to compete for Low Income Housing Tax Credits in the 2026 allocation round, with applications due April 29th. With an allocation of Low Income Housing Tax Credits and the help and support of Park City in providing both the assistance and the fee waiver, Mountainlands is confident in our ability to complete the pre-development process, close on the financing and move forward with the construction of HOPA I in an efficient and timely manner. We are grateful for Park City's continued cooperation and support in this exciting effort and appreciate your consideration of our request.

Sincerely,



Sara Huey  
Vice President, Board of Trustees  
Mountainlands Community Housing Trust



April 25, 2025

HOPA I, LLC  
Jason Glidden  
1960 Sidewinder Dr, Ste. 202  
Park City, UT 84060

RE: City Loan Commitment and Fee Waiver for proposed 45-unit LIHTC project ("HOPA I"), to be located at 2200 Monitor Dr., Park City, Utah 84060

Dear Mr. Glidden,

Park City Municipal Corporation is pleased to provide this conditional Commitment and Fee Waiver in connection with your Low Income Housing Tax Credit Application for the above-referenced HOPA I, the first phase of the planned Holiday Village & Parkside Apartments redevelopment.

Financial Commitment

The project, as proposed, appears to meet the requirements for a \$2,000,000 affordable housing contribution from the City, subject to receipt of all other proposed sources of funding, the City's review and funding is subject to the City's normal review and funding approval process, including a public benefit analysis.

Waiver of City Fees

This letter additionally confirms the approval of Mountainland's request for a waiver of the planning, development, permit and impact fees for the HOPA I project.

In accordance with Municipal Code Section 11-12-15, this waiver is provided to assist with the new construction of a 100% affordable development with a demonstrated beneficial public purpose.

This request was approved by a unanimous vote of the City Council at their regular City Council meeting on May 16, 2024. While the staff estimates fees totaling \$649,826 for the proposed development, this approval provides for a waiver of up to Seven Hundred Thousand Dollars (\$700,000) towards the fees due on or before the time building permits for the project are issued. Please refer to the attached letter from Park City's Assistant Building Official confirming a full fee waiver.

We wish you success on your application for an allocation of Low Income Housing Tax Credits for this project and look forward to working with you on this project. Should you have any questions or require further assistance, please do not hesitate to contact Sara Wineman in our office.

Sincerely,

Nann Worel  
Mayor  
Park City Municipal Corporation



**Park City Community Development**

445 Marsac Avenue, P.O. Box 1480, Park City, UT 84060

Tel 435.615.5100 [www.parkcity.org](http://www.parkcity.org)

April 17, 2025

Mountainlands Community Housing Trust,

Congratulations on securing a full fee waiver for the first phase of your affordable housing development, HOPA I.

On May 16, 2024, the [Park City Council approved](#) a waiver of \$700,000 in community development permit fees and impact fees. This waiver has no expiration and will be applied to the building permit(s) associated with the Phase 1 work.

This fee waiver approval will be noted in the building permit file, and these fees will not be assessed at permit issuance.

We look forward to working with you further as the project progresses.

Regards,

A handwritten signature in black ink, appearing to read "JJ Trussell". The signature is stylized with a large, flowing "J" and "T".

JJ Trussell  
Assistant Building Official  
Park City Municipal Corporation





## City Council Staff Report

**Subject: 2025 Main Street Dining Deck Program**

**Author: Dave Thacker, Rebecca Ward, Chris Phinney**

**Department: Building, Planning, Special Events**

**Date: April 24, 2025**

### Recommendation

(I) Consider a request to extend the Main Street Dining Deck Program for a five-year term and to waive the lease fees, (II) conduct a public hearing, and (III) authorize the City Manager to sign updated leases for up to 12 Main Street restaurants through 2030, in a form approved by the City Attorney.

### Executive Summary

To encourage vibrancy, increase outdoor dining options, provide partnership opportunities with local businesses, and create an overall community benefit on Main Street throughout the summer months, the Main Street Dining Deck Program was initiated in 2010 with three restaurants. Since that time, the program has expanded to nine restaurants. Historic Park City Alliance (HPCA) has a formal [position](#) supporting the Main Street Dining Deck Program (p. 8).

The nine restaurants that participated in 2024 request to participate again this year. Staff recommends (I) streamlining the review process through a five-year rather than an annual lease and (II) waiving the lease fees.

### Analysis

**(I) Staff recommends streamlining the review process with a five-year rather than annual lease.**

Up to 12 restaurants may participate in the Main Street Dining Deck Program to balance private activation of public property for vibrancy with other competing needs, such as public parking turnover and inventory, public safety access including fire lane requirements and event operations, and preservation of on-street parking for neighboring businesses. As a result, we recommend maintaining the not-to-exceed number at 12 and re-exploring a new maximum if we obtain requests beyond 12.

### **Main Street Dining Deck Program Permitting Process**

Under the current process, to install a Dining Deck on Main Street, (A) a one-time issuance of an Administrative Conditional Use Permit, (B) annual lease with the City, and (C) building permit with the Building Department are required. Staff recommends shifting the annual lease to a five-year review to expedite the process.



**(A) A one-time issuance of an Administrative Conditional Use Permit is required.**

Land Management Code Section [15-2.6-2\(B\)](#) requires a one-time issuance of an Administrative Conditional Use Permit by the Planning Department for ongoing outdoor dining in the Historic Commercial Business Zoning District. Once the permit is issued, it runs with the land. All 2025 participants have obtained this permit.

**2025 Dining Deck Participants:**

We contacted additional restaurants, but no new applications have been received. While the lease generally allows installation of the dining deck May 1, due to the final phase of the Main Street Water Line Project, some dining decks likely cannot be installed until July 1. A list of participating restaurants for 2025 is below:

| Name of Restaurant           | Address  | Years Participated in the Program | Number of 20-foot-long Parking Spaces on Main Street    | Total Years Participating | Proposed 2025 Dates |
|------------------------------|----------|-----------------------------------|---------------------------------------------------------|---------------------------|---------------------|
| 1- Eating Establishment      | 317 Main | 2011 to 2024                      | 1.35                                                    | 14                        | July 1 - Oct. 30    |
| 2- Don Goyo                  | 412 Main | 2010 to 2024                      | 1.2                                                     | 15                        | July 1 - Oct. 30    |
| 3- Flanagan's                | 438 Main | 2011 to 2024                      | 1.24                                                    | 14                        | July 1 - Oct. 30    |
| 4- Shabu                     | 442 Main | 2011 to 2024                      | 1.18                                                    | 14                        | July 1 - Oct. 30    |
| 5- 501 on Main               | 501 Main | 2010 to 2024                      | 1                                                       | 15                        | May 1 - Oct. 30     |
| 6- Kaneo                     | 508 Main | 2016/2020 and 2024                | 1.25                                                    | 6                         | May 1 - Oct. 30     |
| 7- Main St. Pizza and Noodle | 530 Main | 2011 to 2024                      | 1.56                                                    | 14                        | May 1 - Oct. 30     |
| 8- Bangkok Thai              | 605 Main | 2011 to 2014/<br>2020 to 2024     | 2                                                       | 9                         | May 1 - Oct. 30     |
| 9- Fletchers                 | 562 Main | 2018 to 2024                      | 1.35 – (lease of City-owned property along Swede Alley) | 7                         | May 1 - Oct. 30     |

**(B) An annual Dining Deck Lease is required.**

Each year, participating restaurants are required to enter into a dining deck lease with City Council approval to operate in the public right-of-way or on City-owned property. The lease:

- Outlines the square footage along Main Street or within City property for the dining deck installation.
- Establishes rent.
- Sets the term for the dining deck installation but allows the City to terminate the lease upon a finding of non-compliance.
- Requires removal of the dining deck for construction related to Main Street improvements.
- Requires compliance with Summit County health orders, the Land Management Code, and the terms of the lease.
- Prohibits signs, unless approved.

- Requires insurance.

The lease also establishes design standards, requiring quality material (plastic furniture is prohibited) and limits height. The Main Street topography requires considerable financial investment and engineering from restaurant owners compared to most locations due to the grade of Main Street. Those installing dining decks must comply with drainage and utility requirements.

Operational Restrictions outlined in the lease also ensure compatibility. The lease includes hours of operation (for vibrancy, restaurants must serve two meal services seven days a week for the duration the decks are installed, unless otherwise approved by the City Council), and prohibits advertising and outdoor speakers.

Staff recommends the City Council consider a five-year rather than a one-year lease to expedite the review process for restaurants.

### **(C) An annual Building Permit is required.**

Once the annual lease is approved, a building permit is required, with review by Building, Engineering, and Public Utilities - Stormwater, to ensure the decks comply with applicable codes. Coordination is also necessary with Special Events, Parking, and Police.

**(II) Staff recommends the City Council consider waiving the fee to lease a portion of Main Street otherwise designated for parking for the Main Street Dining Deck Program through 2030.**

#### **Dining Deck Lease Fees:**

Lease fees were traditionally based on the number of parking spaces a deck displaces and the foregone parking revenue. This valuation concept was created in 2010 (details in [previous staff reports](#), page 111).

In 2019, the City Council struck a balance between private use of public property and created a standard fee to create more predictability for participants. The standard fee was implemented annually (except when fees were waived during the COVID pandemic).

During the [April 25, 2024, Council meeting](#), Council discussed the April 2024 [Dining Deck Program Public Benefits Analysis](#) (PBA) prepared by Urban and Main (Exhibit A). The PBA provided insight into the lease fees and suggested the City Council could waive the fees due to the long-term benefits over ten years. The City Council waived the 2024 fees.

Specifically, in terms of the PBA, [Utah Code Section 10-8-2](#) states that municipalities may appropriate funds for *corporate purposes only*. Those purposes are, *in the judgment of the municipal legislative body, any purpose that provides for the safety,*

*health, prosperity, moral well-being, peace, order, comfort, or convenience of the inhabitants of the municipality.* Section 10-8-2(3) requires the City to conduct a PBA when fair market value is not received to consider the intangible benefits received by the municipality in determining the net value received. Moreover, a determination of value received made by the municipal legislative body shall be presumed valid unless it can be shown that the determination was arbitrary, capricious, or illegal.

In summary, based on the 2024 PBA, Park City sales tax rates, sales tax revenues, cost benefit summary, and qualitative benefits, the Main Street Dining Deck Program creates vibrancy on Historic Main Street and supports job preservation, cultivates economic development, and enhances the City's tax base through direct additional sales tax revenues. The costs to the City of waiving the Program's fees are thus justified by the various tangible benefits explored and supported within the PBA for up to ten years.

### **Recommendation**

- Consider five-year rather than one-year leases to expedite the review process for restaurants (Exhibit B).
- Waive the Main Street Dining Deck Program lease fees for up to five years based on the 2024 PBA.
- Allow the Chief Building Official to administratively adjust any dates of the leases to help facilitate earlier load-in if the Main Street Water Line Project allow for installations before July 1 for impacted restaurants.

### **Exhibits**

- A: April 2024 Dining Deck Program Public Benefits Analysis
- B: Draft Dining Deck Lease and Operational Requirements



# Dining Deck Program Public Benefits Analysis

Park City, Utah

April 2024

Prepared By:



URBAN & MAIN  
CONSULTING



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## INTRODUCTION

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### Reasons for the Study

The Park City Dining Deck Program (the “Dining Deck Program”) began in 2010 and is entering its 14<sup>th</sup> year. Currently, the Dining Deck Program allows up to twelve Main Street restaurants to place decks on public parking stalls from April 28<sup>th</sup> through October 30<sup>th</sup>. Participating restaurants must provide two meal services seven days a week unless otherwise approved by the City Council. The Dining Deck Program aims to create vibrancy, increase outdoor dining options, provide partnership opportunities with local businesses, and create an overall community benefit.

Historically, the City has required participating restaurants to pay lease fees, which have varied throughout the Dining Deck Program based on market conditions and current parking rates. Participating restaurants also pay Building Permits and Building License extension fees. Since 2019, participating restaurants have paid a standard lease fee of \$2,160 per parking space, 30% of the lost parking revenue in 2019. The City Council is discussing waiving lease fees to promote further the Dining Deck Program (the “Appropriation”). As this is a temporary disposal of City-owned property, a public benefits analysis is required.

This analysis intends to provide Park City (the “City”), a Utah municipality, and the Park City Council with the information required by the Utah Code Section 10-8-2 - Utah Municipal Code – Appropriations – Acquisition and disposal of property – Municipal authority – Corporate purpose – Procedure.

### Urban & Main Consulting

In 2022, Rob Sant founded Urban & Main Consulting (“Urban & Main”), a Utah-based economic development consulting firm specializing in cost studies, financial analyses, economic development strategic planning, tax increment financing, economic/fiscal impact modeling, and community reinvestment creation and management.

Before creating Urban & Main, Mr. Sant spent over a decade working in the public and private sectors, including as Economic Development Division Director of Davis County and Vice President at LRB Public Finance Advisors (LRB), one of the premier financial advisory and economic development consulting firms in Utah. While at LRB, Mr. Sant led the firm's economic development efforts, conducting and overseeing economic development studies, analyses, and plans for various cities across Utah.

Mr. Sant has been part of economic development teams that have been successful in recruiting or retaining numerous Fortune 500 companies in Utah, forming the State's first Housing Transit and Reinvestment Zone, and creating over 25 tax increment financing areas that have generated over \$2 billion in assessed value and more than 10,000 jobs.

Recent projects completed by Mr. Sant include the Retreat at Snow Canyon Economic and Fiscal Impact Analysis, West Davis Corridor Interchange Market Study, Black Rock Mountain Resort Economic Impact Study, The Other Side Village Cost Benefit Analysis, South Salt Lake Downtown Housing and Transit Reinvestment Zone, Tax Increment Forecast Model for the Kimberly Clark expansion, North Farmington Station Economic Impact Study, Davis County Economic Development Strategic Plan, and Roy City's 1900 Southeast Community Reinvestment Area.

As outlined above, Urban & Main has significant experience in economic development and feasibility of development projects. With over a decade of economic development financial services, Urban & Main fully understands what is needed to provide an independent analysis to determine the costs and benefits of development projects.

## SECTION I – LEGAL FRAMEWORK

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Utah Code § 10-8-2 states that municipalities may appropriate funds for “corporate purposes only.” Those purposes are, in the judgement of the municipal legislative body, any purpose that “provides for the safety, health, prosperity, moral well-being, peace, order, comfort, or convenience of the inhabitants of the municipality.” Utah Code § 10-8-2(3). A municipal legislative body must make a determination that the “net value received for any money appropriated” is “measured on a project-by-project basis over the life of the project.” The municipal legislative body “may consider intangible benefits received by the municipality in determining net value received.” Moreover, a “determination of value received, made by the municipality’s legislative body, shall be presumed valid unless it can be shown that the determination was arbitrary, capricious, or illegal.”

The legislative body must hold a public hearing before appropriating any funds for a corporate purpose. If the entity receiving the benefit from the City is anything other than a nonprofit corporation, then a study that demonstrates the purpose of the appropriation must be undertaken and posted for public review at least 14 days before a public hearing on the appropriation. The factors to be considered in the study are:

1. What identified benefit the municipality will receive in return for any money or resources appropriated;
2. 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
3. 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.

## SECTION II – ANALYSIS OF THE PUBLIC BENEFITS OF THE DINING DECK PROGRAM

### QUANTITATIVE BENEFITS

The Dining Deck Program's quantitative benefit is increased sales tax revenues to the City. A 10-year period was used to analyze the sales tax revenues generated by the dining decks. The analysis assumes the City will approve nine (9) dining decks each year during the analysis period. It is estimated that the Dining Deck Program creates a **\$46,352** fiscal benefit for the City after factoring in lost parking revenue over the 10-year period.

#### *Dining Deck Program Costs*

In 2023, the dining decks eliminated 10.78 public parking spaces. Using a total daily parking collection fee of \$93 per space equates to a loss of \$1,003 per day. The Dining Deck Program runs from May 1<sup>st</sup> to October 30<sup>th</sup> each year<sup>1</sup>. At 182 days, the City is estimated to lose **\$182,462** in annual parking revenue. This equates to a loss of **\$1.78 million** during the 10-year analysis period.

TABLE 1: DINING DECK PROGRAM COSTS

| Assumption                                        | Amount             |
|---------------------------------------------------|--------------------|
| Total Possible Parking Fee per Day                | \$93.00            |
| Parking Stalls Covered by 9 Dining Decks          | 10.78              |
| Total Parking Revenue Loss per Day                | \$1,003            |
| 2024 Number of Days (Uphill Restaurants)          | 152                |
| 2024 Number of Days (Downhill Restaurants)        | 130                |
| 2024 Dining Deck Parking Revenue Loss             | \$140,499          |
| 2025-2033 Number of Days                          | 182                |
| 2025-2033 Dining Deck Annual Parking Revenue Loss | \$182,462          |
| <b>Total Parking Revenue Loss (10 Years)</b>      | <b>\$1,782,659</b> |

#### *Dining Deck Program Benefits<sup>2</sup>*

The City receives additional sales tax revenue from food and drink sales on the decks. The analysis assumes the dining decks will accommodate 55 additional outdoor dining tables on Main Street, which wouldn't exist but for the Dining Deck Program. Considering open hours and average dining times of one hour and thirty minutes, the dining deck program would generate 354 tables daily.

TABLE 2 DINING DECK ASSUMPTIONS

| Restaurant                 | Deck Tables | Service Hours    | Average Dining Times | Tables per Day |
|----------------------------|-------------|------------------|----------------------|----------------|
| 501 on Main                | 5           | 14               | 1.5                  | 47             |
| Don Gallo                  | 7           | 13               | 1.5                  | 61             |
| Eating Establishment       | 6           | 13               | 1.5                  | 52             |
| Flanagan's on Main         | 6           | 9.5 <sup>3</sup> | 1.5                  | 38             |
| Shabu                      | 6           | 5                | 1.5                  | 20             |
| Main Street Pizza & Noodle | 7           | 10               | 1.5                  | 47             |
| Bangkok Thai on Main       | 6           | 9                | 1.5                  | 36             |
| Fletchers                  | 6           | 4.5              | 1.5                  | 18             |
| Kanoe                      | 6           | 9                | 1.5                  | 36             |
| <b>Total</b>               | <b>55</b>   |                  |                      | <b>354</b>     |

<sup>1</sup> The City's Streets and Water Departments have requested additional time this year to replace the water main line and laterals in Main Street from Heber Avenue to Fifth Street and a micro seal coating of Main Street. As a result, the dining decks will be installed between June and July, depending on their location.

<sup>2</sup> The analysis is based on assumptions and not actual data from the participating restaurants.

<sup>3</sup> Flanagan's on Main is open for 13.5 hours on Fridays and Saturdays.

Reviewing menu prices at the participating restaurants and various table sizes, the average ticket prices at participating restaurants used in this analysis ranged from \$77.00 to \$126.54. At 354 tables per day, this produces an average of **\$33,788** in daily gross taxable sales, which generates an average of **\$6.75 million** in annual Dining Deck Program gross taxable sales over the 10-year period.

The Dining Deck Program's gross taxable sales will produce sales tax revenues for the City over the 10-year analysis period. Sales tax revenues are based on the following effective sales tax rates.

TABLE 3 PARK CITY EFFECTIVE TAX RATES

|                              | April 1, 2024 Tax Rate |
|------------------------------|------------------------|
| Local Option Sales & Use Tax | 0.60%                  |
| Resort Community Tax         | 1.60%                  |
| Transit Tax                  | 0.51%                  |
| <b>Total Tax Rate</b>        | <b>2.71%</b>           |

Sales tax revenues were calculated by multiplying the annual gross taxable sales by the abovementioned tax rates. Assuming a two-and-a-half percent yearly growth rate in taxable sales, the Dining Deck Program will generate **\$1.83 million** in City sales tax revenue during the 10-year analysis period.

TABLE 4: CITY SALES TAX REVENUES

| Assumption                                | Amount             |
|-------------------------------------------|--------------------|
| Average Gross Taxable Sales               | \$6,749,121        |
| Sales Tax Rate                            | 2.71%              |
| Annual Growth                             | 2.50%              |
| Average Sales Tax Revenue                 | \$182,901          |
| <b>Total Sales Tax Revenue (10 Years)</b> | <b>\$1,829,021</b> |

#### Cost/Benefit Summary

Based on the assumptions in this analysis, the Dining Deck Program may produce a **\$46,352** net benefit to the City projected over 10 years, or an average annual net benefit of **\$4,635**. It should be noted that the Dining Deck Program loses money in the first four years. Additionally, this analysis assumed the parking fee would remain at \$93 per day; adjustments to parking rates would impact the costs and benefits outlined in the Study.

The actual economic benefit of the Dining Deck Program is likely higher due to additional indirect and induced benefits. Positive economic impacts will be felt throughout Main Street with the additional vibrancy created by the Dining Deck Program.

TABLE 5 DINING DECK PROGRAM COST/BENEFIT

| Revenue                   | Year 1            | Year 2            | Year 3           | Year 4           | Year 5         |
|---------------------------|-------------------|-------------------|------------------|------------------|----------------|
| Sales Tax                 | \$128,636         | \$170,814         | \$175,085        | \$179,462        | \$183,948      |
| <b>Expense</b>            |                   |                   |                  |                  |                |
| Parking Revenue           | (\$140,499)       | (\$182,462)       | (\$182,462)      | (\$182,462)      | (\$182,462)    |
| <b>Net Benefit/(Cost)</b> | <b>(\$11,863)</b> | <b>(\$11,648)</b> | <b>(\$7,377)</b> | <b>(\$3,000)</b> | <b>\$1,486</b> |

| Year 6         | Year 7          | Year 8          | Year 9          | Year 10         | Total           |
|----------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| \$188,547      | \$193,261       | \$198,092       | \$203,045       | \$208,121       | \$1,829,012     |
|                |                 |                 |                 |                 |                 |
| (\$182,462)    | (\$182,462)     | (\$182,462)     | (\$182,462)     | (\$182,462)     | \$1,782,659     |
| <b>\$6,085</b> | <b>\$10,799</b> | <b>\$15,630</b> | <b>\$20,582</b> | <b>\$25,659</b> | <b>\$46,352</b> |

## QUALITATIVE BENEFITS

There are numerous qualitative (intangible) benefits created by the Dining Deck Program, which include:

1. **Vibrant Main Street** – A vibrant Main Street promotes social interaction and connection and supports independent and locally owned businesses. The appealing character and atmosphere of Main Street attracts residents and tourists looking to enjoy a warm summer evening, sampling the local cuisine, and experiencing the local atmosphere. Additional outdoor seating adds to the City's Main Street vibrancy and provides further opportunities for residents and visitors to enjoy the unique architecture and spectacular views. Dining decks help keep Main Street competitive with other shopping, dining, and entertainment districts.
2. **Increased Walkability** – Increasing dining opportunities along Main Street promotes walkability, as shorter wait times increases the likelihood that visitors will remain within proximity of the restaurant, thus reducing their carbon footprint and decreasing automobile traffic in the City.
3. **Job Creation and Preservation** – The majority of participating restaurants are open for at least two services seven days a week, preserving jobs during the City's slower seasons. Additionally, the dining decks may create new jobs, as additional staff may be needed to serve them.
4. **Strong Local Economy** – Main Street has many local small businesses. Buying from local businesses puts money back into the local economy, which benefits both the business and the City's tax base. For every \$100 spent at locally owned businesses, \$68 will stay in the community. That money creates jobs and additional opportunities for local vendors and suppliers. Additionally, local businesses are far more likely to support local causes and nonprofits.
5. **Safety** – Building vacancies can increase the likelihood of crime. Keeping Main Street active and alive helps residents and visitors feel safe and want to frequent its 200+ unique businesses.

## PURPOSE OF THE APPROPRIATION

The Dining Deck Program supports the City's efforts to enhance the safety, health, prosperity, moral well-being, peace, order, comfort, or convenience of the inhabitants of Park City through:

- Health and Safety: A lively and active streetscape increases walkability and decreases traffic congestion. Dining decks draw increased foot traffic to Main Street, as many summer and fall customers seek outdoor seating options.
- Prosperity: The Program increases the prosperity of the City's inhabitants through the economic impact of a vibrant Main Street. Residents and visitors frequenting the dining decks support the locally owned small businesses on Main Street.
- Comfort and Convenience: Additional outdoor dining options enhance the comfort and convenience of the City's inhabitants as the expanded seating minimizes wait times and delivers a heightened experience for patrons.



## ACHIEVING THE CITY'S GOALS

The Appropriation is necessary and appropriate to support the City's reasonable goals and objectives regarding economic development, job preservation, job creation, and enhancing the local tax base through increased sales tax revenues.

The City Council of Park City developed strategic goals and priorities that guide decision-making and ensure the community's vision and values are achieved. One of the four strategic goals was a Thriving Mountain Town, which included the desired outcome of a resilient and sustainable economy. The Dining Deck Program helps stimulate the local economy during the region's slower seasons.

## CONCLUSION

The Dining Deck Program creates vibrancy along Historic Main Street, which supports job preservation, cultivates economic development, and enhances the City's tax base through direct additional sales tax revenues off the decks. The costs to the City of waiving the Program's fees are thus justified by the various tangible and intangible benefits explored in this Study.



APPENDIX A: SALES TAX REVENUES

Park City  
Dining Deck Program Public Benefits Analysis  
Sales Tax Revenues

| Sales Tax Assumptions           |          |
|---------------------------------|----------|
| Number of Dining Decks          | 9        |
| Total Deck Sales per Day        | \$33,788 |
| Number of Days (Uphill 2024)    | 152      |
| Number of Days ( Downhill 2024) | 130      |
| Number of Days (2025-2033)      | 182      |
| Local Option Effective Rate     | 0.6%     |
| Town Option Rate                | 1.6%     |
| Transit Effective Rate          | 0.5%     |
| Annual Growth Rate              | 2.5%     |
| Additional Assumptions          |          |
| Discount Rate                   | 6.50%    |

| Time Indexed Sales (\$)/SF       |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                   |
|----------------------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|-------------------|
|                                  | 2024             | 2025             | 2026             | 2027             | 2028             | 2029             | 2030             | 2031             | 2032             | 2033             |                   |
| Retail Gross Sales               | 4,746,722        | 6,303,116        | 6,460,694        | 6,622,211        | 6,787,766        | 6,957,460        | 7,131,397        | 7,309,682        | 7,492,424        | 7,679,734        | 67,491,205        |
| <b>Total Gross Taxable Sales</b> | <b>4,746,722</b> | <b>6,303,116</b> | <b>6,460,694</b> | <b>6,622,211</b> | <b>6,787,766</b> | <b>6,957,460</b> | <b>7,131,397</b> | <b>7,309,682</b> | <b>7,492,424</b> | <b>7,679,734</b> | <b>67,491,205</b> |

| Sales Tax Summary              |          |          |         |         |         |         |         |         |         |         |           |
|--------------------------------|----------|----------|---------|---------|---------|---------|---------|---------|---------|---------|-----------|
|                                | 2024     | 2025     | 2026    | 2027    | 2028    | 2029    | 2030    | 2031    | 2032    | 2033    | Total     |
| City Local Sales Tax           | 28,480   | 37,819   | 38,764  | 39,733  | 40,727  | 41,745  | 42,788  | 43,858  | 44,955  | 46,078  | 404,947   |
| Transit Tax                    | 24,208   | 32,146   | 32,950  | 33,773  | 34,618  | 35,483  | 36,370  | 37,279  | 38,211  | 39,167  | 344,205   |
| Resort Community Tax           | 75,948   | 100,850  | 103,371 | 105,955 | 108,604 | 111,319 | 114,102 | 116,955 | 119,879 | 122,876 | 1,079,859 |
| Total Sales Tax Generation     | 128,636  | 170,814  | 175,085 | 179,462 | 183,948 | 188,547 | 193,261 | 198,092 | 203,045 | 208,121 | 1,829,012 |
| Loss of Parking Revenue (2024) | 140,499  | 182,462  | 182,462 | 182,462 | 182,462 | 182,462 | 182,462 | 182,462 | 182,462 | 182,462 | 1,782,659 |
| Total Benefit/(Cost)           | (11,863) | (11,648) | (7,377) | (3,000) | 1,486   | 6,085   | 10,799  | 15,630  | 20,582  | 25,659  | 46,352    |

## Exhibit B: Lease Agreement for Outdoor Dining on Main Street

### LEASE AGREEMENT FOR OUTDOOR DINING ON MAIN STREET

This Lease Agreement for Outdoor Dining on Main Street (“**Lease**”) is between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation (“**PCMC**”) and [ENTITY], a Utah [entity type] (the “**Tenant**”), located at [business address], Park City, Utah.

PCMC wishes to provide opportunities for restaurants on Main Street to have additional outdoor dining, which facilitates economic opportunities for businesses and the Main Street experience for residents and visitors. Additionally, PCMC’s General Plan recommends utilizing street design techniques to encourage slower traffic speeds and a more intimate pedestrian-oriented scale.

The parties therefore agree as follows:

1. Property. Unless otherwise specified in Exhibit A, the property affected by this Lease is generally described as the street area and sidewalk directly fronting Tenant’s building located at [business address] and has a length of \_\_\_\_ feet, and is more specifically described in site plan attached as **Exhibit A** (the “**Premises**”). Park City makes no representations regarding the Premises, and Tenant accepts the Premises “AS IS.”
2. Use of Premises. Tenant may use the Premises only for outdoor dining services between May 1 and October 30 (“**Lease Season**”) each year in a manner consistent with Section 15-2.6-2(B)(13) of the Park City Code and the terms of this Lease. PCMC may adjust the Lease Season dates annually based on roadwork or other projects impacting Main Street by sending written notice to Tenant informing Tenant of updated annual start and stop use dates. Tenant’s use of the Premises must comply with the following:
  - a. Health and Safety. Tenant’s use of the Premises must not violate the Summit County Health Code, Summit County Health Orders, State of Utah Health Orders, the Fire Code, or International Building Code.
  - b. Special Events. Tenant’s use of the Premises may be suspended or altered and improvements may be required to be removed during permitted special events on Main Street. PCMC will inform Tenant of any requirements related to special events at least one week in advance, and Tenant shall comply with any requirements imposed by PCMC within the timeline provided by PCMC, up to and including removal of any improvements prior to the special event.
  - c. Music. The use of outdoor speakers and music is prohibited.
  - d. Maintenance. The dining area shall be clean and maintained in a neat and orderly fashion.

e. Storage. All improvements, equipment, and other associated materials must be removed and stored on private property at all times outside of the Lease Season and when PCMC requires improvements to be removed. No material associated with the outdoor dining decks may be stored on the Premises outside of the Lease Season.

f. Removal. All improvements, equipment, and materials must be completely removed from the right-of-way before 5:00 PM on October 30 (or another date as provided in this section) each year during the term of this Lease. If the improvements are not removed as required, PCMC will remove improvements, and Tenant shall pay PCMC compensation for the cost to remove, including employee wages and equipment needed to complete the task.

3. Improvements to the Premises. Tenant shall not make any improvements to the Premises without first obtaining PCMC's written consent. Any improvements will be completed at Tenant's sole expense and removed at Tenant's sole expense at the end of each Lease Season. No permanent alterations to the Premises or PCMC's property are permitted. Tenant shall comply with the following requirements when designing and constructing its improvements on the Premises:

a. Size. Unless approved by PCMC in writing, street dining improvements shall be limited to the linear frontage of Tenant's building on Main Street unless an adjacent property owner provides written permission allowing Tenant to utilize some portion of the adjacent property owner's frontage. Improvements may not exceed 40 feet in length, even if frontage allows. Improvements may not exceed 9 feet in total width and may not extend more than 7 feet 9 inches into the street from the curb or more than 1 foot 3 inches onto the sidewalk, unless modifications to those limits are approved in writing by PCMC. Notwithstanding the allowable width above, at least 44 inches of unobstructed sidewalk width must be available along the entire length of the improvements.

b. Material. Street dining deck improvements must be built using wood or metal platforms and must have a solid base. The design of the base shall complement the style of the associated building. The railing shall be painted solid to also complement the building. While outdoor dining decks are not subject to a complete Historic District Design Review (HDDR), Tenant shall follow the guidelines in Title 15, Chapter 13 when designing and constructing the improvements.

c. Height. The maximum height of the deck shall not exceed 36 inches measured from existing grade to the base/floor of the deck at any given point. The layout of the deck may include a step to meet the maximum height requirement.

d. Signs. No signs shall be permitted on the Premises except as specifically approved by the PCMC Planning Department pursuant to the Park City Code or Tenant's Master Sign Plan.

e. Furniture. All furniture that will be located in or on the improvements must be approved by the Planning Department per the historic district design review requirements. All tables and chairs located in or on the improvements shall be constructed from metal, wood, or other comparable material. Plastic furniture is not allowed.

f. Umbrellas. Umbrellas must be free standing and are prohibited from extending beyond the approved dining area. Any umbrellas shall be installed as required by the International Building Code requirements (including fire standards) and shall not create any public hazard.

g. Lighting. No additional electric lighting is permitted, including exterior building lighting used to light the Premises.

h. Planters. Any proposed landscaping or decorations must be approved by PCMC and must not create any public hazard or unnecessary clutter. All plant material must be maintained in a manner that ensures its viability throughout the summer outdoor dining season.

i. Drainage. Design of the deck and its skirting shall not interfere with the existing street drainage. Deck plans shall be reviewed by PCMC for drainage, and upon notice from PCMC, Tenant must modify deck plans to not interfere with the existing drainage patterns of the street. Decks that have drains directly under them or downhill will be required to install screening to ensure waste does not enter the system.

j. Utilities. Access to utilities shall not be hindered by the improvements. No improvements are allowed in areas that block access to fire hydrants and other infrastructure. No new utility lines shall be installed as a result of the proposed outdoor dining.

k. Maintenance. The improvements shall be maintained to comply with city life/safety standards as outlined in the Park City Code. Prior to installation and occupancy of improvements each year, Tenant shall make sure that the structural members can adequately meet their original design and the improvements are aesthetically pleasing.

4. Rent. Tenant shall be responsible for payment of any and all costs associated with Tenant's performance under this Lease, including but not limited to additional business licensing fees, insurance, sales taxes, and other expenses.



5. Term. The term of this Lease shall commence on May 1, 2025, and shall terminate on October 30, 2030, unless terminated earlier as provided herein.

6. Removal of Improvements. Tenant, at its own cost and expense, must alter or remove any improvements on the Premises at the request of PCMC. Unless PCMC is responding to an emergency, PCMC will give Tenant a minimum of 72 hours to remove improvements from the Premises. During emergencies, Tenants must remove improvements on the Premises as soon as reasonably possible. PCMC is not responsible for any associated costs or expenses related to removal or reinstallation of improvements and is not responsible for any lost revenue due to the loss of use of the improvements.

7. Termination. This Lease may be terminated by PCMC by providing written notice to Tenant prior March 15 of any year, which will terminate the Lease for the upcoming Lease Season and all remaining years. PCMC may also terminate the Lease for any of the following reasons:

- a. Tenant's non-compliance with any of the terms of this Lease, specifically including the design and use requirements.
- b. Tenant's failure to remove the improvements on the Premises by October 30<sup>th</sup>.
- c. Tenant's interference with permitted special events on Main Street.

8. Permits and Licensing.

- a. The additional square footage of the dining area must be added to the existing licensed area for Tenant's restaurant. Tenant shall adhere to other applicable City and State licensing requirements, including those from the Department of Alcoholic Beverage Services. Tenant shall ensure that all licenses are properly obtained and followed.
- b. Each year, prior to construction or installation of improvements for outdoor dining on the Premises, Tenant or Tenant's authorized agent must apply to the Park City Building Official and obtain any required permits.
- c. If any notice of violation is issued against Tenant's property or the Premises, PCMC may withhold permits for any alteration, repair, or construction that pertain to any existing or new structures or signs on the property and any permits pertaining to the use and development of the real property or the structure where a violation is located. PCMC may withhold permits until a notice of compliance has been issued by the City Code Enforcement Official. PCMC may not withhold permits that are necessary to obtain a notice of compliance or that are necessary to correct serious health and safety violations.

9. Insurance. At its own cost and expense, Tenant shall maintain the following mandatory insurance coverage to protect against claims for injuries to persons or property damage that may arise from or relate to the use and occupancy of the Premises by Tenant, its agents, representatives, employees, or contractors for the entire duration of this Lease or for such longer period of time as set forth below. Prior to taking possession of the Premises, Tenant shall furnish a certificate of insurance as evidence of the requisite coverage. The certificate of insurance must include endorsements for additional insured, waiver of subrogation, primary and non-contributory status, and completed operations.

a. Commercial General Liability Insurance. Tenant shall maintain commercial general liability insurance on a primary and non-contributory basis in comparison to all other insurance, including the PCMC's own policies of insurance, for all claims against PCMC. The policy must be written on an occurrence basis with limits not less than \$2,000,000 per occurrence and \$3,000,000 aggregate for personal injury and property damage. Upon request of PCMC, Tenant must increase the policy limits to at least the amount of the limitation of judgments described in Utah Code § 63G-7-604, the Governmental Immunity Act of Utah (or successor provision), as calculated by the state risk manager every two years and stated in Utah Admin. Code R37-4-3 (or successor provision).

b. Umbrella/Excess Coverage. The insurance limits required by this section may be met by either providing a primary policy or in combination with umbrella / excess liability policy(ies). To the extent that umbrella/excess coverage is used to satisfy the limits of coverage required hereunder, the terms of such coverage must be following form to, or otherwise at least as broad as, the primary underlying coverage, including amending the "other insurance" provisions as required so as to provide additional insured coverage on a primary and non-contributory basis, and subject to vertical exhaustion before any other primary, umbrella/excess, or any other insurance obtained by the additional insureds will be triggered.

c. Insured Parties. Each policy and all renewals or replacements must name the PCMC (and its officers, agents, and employees) as additional insureds on a primary and non-contributory basis with respect to liability arising out of or related to the use and occupancy of the Premises by Tenant.

d. Waiver of Subrogation. Tenant waives all rights against PCMC and any other additional insureds for recovery of any loss or damages to the extent these damages are covered by any of the insurance policies required under this Lease. Tenant shall cause each policy to be endorsed with a waiver of subrogation in favor of PCMC for claims arising out of or related to the use and occupancy of the Premises by Tenant, including claims by Tenant, its employees, agents, and contractors.

e. Quality of Insurance Companies. All required insurance policies must be issued by insurance companies qualified to do business in the state of Utah and listed on the United States Treasury Department's current Department of Treasury Fiscal Services List

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

f. Cancellation. Should any of Tenant's required insurance policies under this Lease be cancelled before the termination or expiration of this Lease, Tenant must deliver notice to PCMC within 30 days of cancellation. PCMC may request and Tenant must provide within 10 days certified copies of any required policies during the term of this Lease.

g. Additional Coverage. Notwithstanding anything to the contrary, if Tenant has procured any insurance coverage or limits (either primary or on an excess basis) that exceed the minimum acceptable coverage or limits set forth in this Lease, the broadest coverage and highest limits actually afforded under the applicable policy(ies) of insurance are the coverage and limits required by this Lease and such coverage and limits must be provided in full to the additional insureds and indemnified parties under this Lease. The parties expressly intend that the provisions in this Lease will be construed as broadly as permitted to be construed by applicable law to afford the maximum insurance coverage available under Tenant's insurance policies.

h. No representation. In specifying minimum Tenant's insurance requirements, PCMC does not represent that such insurance is adequate to protect Tenant from loss, damage or liability arising from the use and occupancy of the Premises. Tenant is solely responsible to inform itself of types or amounts of insurance it may need beyond these requirements to protect itself.

10. Indemnification.

a. Definitions. In this Lease, the following definitions apply:

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

(2) **"Litigation Expense"** means any reasonable out-of-pocket expense incurred in defending a Proceeding or in any related investigation or negotiation, including court filing fees, court costs, arbitration fees, witness fees, and attorneys' and other professionals' fees and disbursements.

(3) **"Loss"** means any amount awarded in, or paid in settlement of, any Proceeding, including any interest but excluding any Litigation Expenses.

(4) **"Proceeding"** means any investigation, claim, judicial, administrative, or arbitration action or lawsuit, or other cause of action of every kind or character, brought by third parties against PCMC, its agents, employees, or officers, that arises out of this Lease or the use and occupancy of the Premises by Tenant or its

employees, agents, or anyone acting under Tenant's direction or control, including after the expiration or termination of this Lease.

b. Indemnification. Tenant shall indemnify PCMC and its agents, employees, and officers against all Indemnifiable Losses arising out of a Proceeding, except to the extent the Indemnifiable Losses were caused by the negligence or willful misconduct of PCMC.

c. Obligation to Defend. Tenant shall, at its sole cost and expense, defend PCMC and its agents, employees, and officers from and against all Proceedings, provided that Tenant is not required to defend PCMC from any Proceeding arising from the sole negligence of PCMC or its agents, employees, or officers.

d. Tender. Tenant's obligation to defend will arise upon PCMC's tender of defense to Tenant in writing. If PCMC fails to timely notify Tenant of a Proceeding, Tenant will be relieved of its indemnification obligations to the extent that Tenant was prejudiced by that failure. Upon receipt of PCMC's tender of defense, if Tenant does not promptly notify PCMC of its acceptance of the defense and thereafter duly and diligently defend PCMC and its agents, employees, and officers, then Tenant shall pay and be liable for the reasonable costs, expenses, and attorneys' fees incurred in defending the Proceeding and enforcing this provision.

e. Legal Counsel. To assume the defense, Tenant must notify PCMC of its intent to do so. Promptly thereafter, Tenant shall retain independent legal counsel that is reasonably acceptable to PCMC.

f. Settlement. After Tenant assumes the defense of a Proceeding, Tenant may contest, pay, or settle the Proceeding without the consent of PCMC only if that settlement (1) does not entail any admission on the part of PCMC that it violated any law or infringed the rights of any person, (2) provides as the claimant's sole relief monetary damages that are paid in full by Tenant, and (3) requires that the claimant release PCMC and its agents, employees, and officers from all liability alleged in the Proceeding.

g. Waiver. Tenant expressly agrees that the indemnification provision herein constitutes the Tenant's waiver of immunity under Utah Code § 34A-2-105 for the purposes of this Lease. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Lease. No liability shall attach to PCMC by reason of entering into this Lease except as expressly provided herein.

h. No Limitation. The indemnification obligations of this Lease shall not be reduced by a limitation on the amount or type of damages, compensation, or benefits payable by or for the Tenant or Subcontractor under workers' compensation acts, disability benefits acts, or other employee benefit acts.

i. Interpretation. The parties intend that the indemnity and defense provisions in this Article shall be interpreted so as to be enforceable to the fullest extent permitted by law, but nothing herein shall be interpreted to violate public policy.

11. Notices. For a notice or other communication to a party under this Lease to be valid, it must be addressed using the information specified below for that party or any other information specified by that party in a notice delivered in accordance with this section.

To PCMC: Park City Municipal Corporation  
P.O. Box 1480  
Park City, UT 84060-1480  
Attn: City Attorney's Office  
[PCMC\\_Notices@parkcity.org](mailto:PCMC_Notices@parkcity.org)

With a copy to:  
PCMC's City Recorder at [michelle.kellogg@parkcity.org](mailto:michelle.kellogg@parkcity.org).

To Tenant: [Name]  
[Address Line 1]  
[Address Line 2]  
[Email address]

12. Entire Agreement. This Lease constitutes the entire understanding between the parties regarding the subject matter of this Lease.

13. Modification and Waiver. To be effective, any modification to this Lease must be in writing and signed by both parties. No waiver under this Lease will be effective unless it is in writing and signed by the party granting the waiver (in the case of PCMC, by an individual authorized by PCMC to sign the waiver). A waiver granted on one occasion will not operate as a waiver on other occasions.

14. No Non-Party Rights. Nothing in this Lease is intended to grant rights of any kind to any non-party or create third-party beneficiary rights of any kind.

15. Assignability. Tenant shall not assign or transfer any interest in this Lease without the prior written consent of PCMC. Any assignment or transfer without written approval is void.

16. Governing Law, Jurisdiction, Venue. Utah law governs all adversarial proceedings arising out of this Lease or the subject matter of this Lease. As the exclusive means of bringing adversarial proceedings to resolve any dispute arising out of this Lease or the subject matter of this Lease, a party may bring such a proceeding in courts of competent jurisdiction in Summit County, Utah.



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

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

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

By: \_\_\_\_\_  
Matt Dias  
City Manager

Attest:

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

Approved as to form:

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

**[TENANT]**, a Utah **[entity type]**

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

By: \_\_\_\_\_  
**[insert name of individual signing]**  
**[insert title of individual signing]**  
An authorized signer



## City Council Staff Report

**Subject: 2025 Park Silly Sunday Market Supplemental Plan and Level Four Special Event Permit Approval**  
**Author: Chris Phinney, Aaron Archie**  
**Department: Special Events**  
**Date: April 24, 2025**

### Recommendation

Hold a public hearing and consider approving the proposed 2025 Park Silly Sunday Market (PSSM) Supplemental Plan (**Exhibit A**) and Level Four Special Event Permit (**Exhibit B**), based upon findings that the PSSM is operating consistently with the Special Event [City Services Agreement](#) (CSA) and [Title 4A](#) of the Park City Code.

### Executive Summary

[PSSM](#) is a [Community Identifying Event](#) that started in 2006 on Lower Main Street as a 17-day summer event. To mitigate residential impacts and facilitate collaboration with Main Street merchants, changes were made to reduce the scope and costs of the event. Based on community feedback, PSSM was reduced to 15 days, then 14, and finally 11 beginning with the 2024 season.

2025 will be the second year of a four-year contract, with a potential three-year renewal. As part of the [CSA](#), PSSM is required to present Supplemental changes annually. This report outlines the 2025 PSSM, City operations, and updated City service fee estimates. PSSM will return to the Council for a mid-season review (July 10, 2025) and an end-of-season debrief (October 23, 2025).

### Analysis

We recommend approving the 2025 PSSM Supplemental Plan (**Exhibit A**) and Level Four Special Events Permit (**Exhibit B**) based on findings that PSSM is operating consistently with its [CSA](#) and [Title 4A](#) of the Park City Code. An Event Analysis (**Exhibit C**) provides all the details.

A full history of the Market can be found [here](#). On October 26, 2023 ([report](#) p. 140 / [minutes](#) p. 9), the City Council approved a new PSSM CSA. The new Agreement included the following terms:

- Contract Length: four-year contract, with an optional three-year renewal.
- Number of Days: 11 Sundays each year.
- Location: Lower Main Street (between Heber and 9th Street)-
- Noise: No amplified sound from 10 a.m. to 12 p.m. From noon to 5 p.m., the maximum decibel limit is 75 (noon start band and load in/ sound check. The music will begin at 1 p.m.).
- Vendor Mix: No importers or resellers are allowed at PSSM. PSSM will maintain no more than 12 jewelers and 12 food vendors at each market.
- Transportation Plan: PSSM will mitigate adverse impacts of traffic by hiring additional shuttles on the two busiest days of the market to assist Park City

Transit. PSSM will guarantee a bike valet at each market and continue to promote alternative modes of transportation. Additionally, PSSM will continue to provide pedestrian management at the intersection of Heber and Main Street and offer bollard installation.

- City Service Fees: Cover City fees for 11 market dates, estimated up to \$85,000.

On November 21, 2024 ([report /minutes p. 7](#)), the City Council approved the 2025 PSSM dates: June 1, 8, 15, 22, 29; July 13 and 20; August 31; and September 7, 14, 21, 2025.

### **Material Changes:**

There are no proposed Material Changes to the 2025 event.

### **City Considerations:**

#### Parking:

Parking and Special Event Departments recommend the event parking rates for PSSM remain the same as in 2024 (\$9/hr., with a max of \$40/day). Data over the last five years show that parking fills on Sundays between 10:30 a.m. and 4:30 p.m. On average, parking sessions last two to three hours. At existing levels, our pricing strategy continues to show room to grow and change behaviors to motivate the use of transit options.

#### Transit:

PC Transit will run a direct route, with an increased 20-minute frequency, from the Richardson Flat Park & Ride to the Old Town Transit Center (OTTC). The School District parking lots will also be available via several existing Transit routes with typical service. PSSM will promote the Richardson Flat route as the preferred off-site parking location and alternative modes of transportation, such as biking, walking, and carpooling.

#### Future Dates and Contract Extension:

At the October 24, 2024, PSSM debrief ([report /minutes, p. 7](#)), a majority of Council members supported reconsidering certain contract terms (adding dates or extending the term) after the 2025 market season. Based on this recommendation, PSSM & City teams will revisit these topics specifically in the event debrief.

### **Funding**

The CSA states that PSSM shall be entitled to a waiver of City Service Fees for 11 markets, up to \$85,000 (Basic City Services ([section C.6.1](#))). Funding for City Services is covered within existing budgets and comes from the General Fund. The estimated total City Service Fees for the 2025 PSSM are \$75,400. Additionally, PSSM will continue to provide bollard and pedestrian management at no cost to the City. The table below shows how the projected fees are spread through City departments:

| City Service Fee                          | Preseason Estimate |
|-------------------------------------------|--------------------|
| Special Event Permit - Level 4 - CIE Rate | \$384              |
| Building Permits                          | \$120              |

|                                    |                 |
|------------------------------------|-----------------|
| Parking Removal                    | \$8,096         |
| Banner Installation                | \$700           |
| Public Safety Personnel            | \$61,200        |
| VMS & barricades/equipment         | \$4,400         |
| Communications and Outreach        | \$500           |
| <b>Estimated City Service Fees</b> | <b>\$75,400</b> |

### Exhibits

A: 2025 Park Silly Sunday Market Supplemental Plan

B: Draft 2025 Park Silly Sunday Market Level Four Special Event Permit

C: Analysis of 2025 Park Silly Sunday





# Park City Municipal Corporation

## Special Event Permit Application

Special Events Department  
City Hall, Third Floor  
445 Marsac Avenue  
P.O. Box 1480  
Park City, Utah 84060

APPLICATIONS DO NOT CONSTITUTE AS A PERMIT.  
PERMITS ARE APPROVED BY THE SPECIAL EVENTS DEPARTMENT OR CITY COUNCIL AFTER COMPLETE APPLICATIONS ARE REVIEWED UNDER PARK CITY MUNICIPAL CODE 4A.

Applications for Level 3, 4, or 5 Special Event Permits are due:  
**First Friday in October** for events occurring between March and August  
**First Friday in April** for events occurring between September and February

Events that are determined a 1 or 2 are exempt from these deadlines but must submit a complete application no later than 30 days prior to an event.  
**Please Note:** The City reserves the right to restrict the number of event permits annually. Applications for new events may not be considered during Peak and Local Time Periods as mentioned in Sections 4A-2-3(E-F). Incomplete applications cannot be reviewed. Applications submitted after the deadlines as described above may be denied. Business/Organization listed as applicant must match the Hold Harmless and Proof of Insurance to be considered for approval. For more information, please visit [www.parkcity.org](http://www.parkcity.org) or contact us at [stephanie.valdez@parkcity.org](mailto:stephanie.valdez@parkcity.org).

**IF YOU HAVE QUESTIONS OR WOULD LIKE TO SCHEDULE A MEETING BEFORE SUBMITTING YOUR APPLICATION, PLEASE CONTACT:**

Chris Phinney      [chris.phinney@parkcity.org](mailto:chris.phinney@parkcity.org)      435-615-5194

### APPLICATION FEES & EXPENSES

|                              |              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|------------------------------|--------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| First Amendment Event Permit | \$40.00      | <ul style="list-style-type: none"><li>Application levels are determined by the Special Events Department after reviewing Event Pre-App.</li><li>Additional fees for other city services will be estimated and provided to the applicant upon request and receipt of a complete application.</li><li>Applicants may incur additional expenses from other city, county, or state jurisdictions.</li><li>Fee reductions for city services are considered bi-annually. Fee reduction applications are due at the time the Special Event Application is due.</li></ul> |
| Level 1 Special Event Permit | \$820.00     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Level 2 Special Event Permit | \$976.00     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Level 3 Special Event Permit | \$1,810.00   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Level 4 Special Event Permit | \$3,836.00   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Level 5 Special Event Permit | \$10,376.00  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Community Identifying Event  | 10% of above |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |

### AS THE APPLICANT YOU UNDERSTAND & AGREE TO THE FOLLOWING:

- ☒ To ensure prompt and accurate processing of your application, ensure that all supplemental materials and documentation accompany your application. Failure to do so will constitute an incomplete application and may delay review and approval processes. I understand a complete application shall include this application plus transportation, parking, and traffic control plan, weather/emergency plan, waste and recycling plan, staff and volunteer plan, community impact outreach and notification plan, vendor or concession plan, sponsor and marketing plan, noise exemption request, site map, and permission for use of properties, along with a contingency plan, operations plan, planned rest areas, water, and toilet facilities, and will ensure that participants obey the conditions of the Special Event Permit and all other generally applicable traffic laws, lights, and signs as stated in Section 4A-2-7.
- ☒ Park City Municipal Corporation requires a Certificate of Insurance in an amount to be determined by the City Attorney's Office according to Section 4A-2-6 of the Park City Municipal Code. Submitting incomplete application information may delay the ability to determine the amount required. The amount of insurance required by the City Attorney's office is final and the applicant shall be required to submit proof of coverage including naming Park City Municipal Corporation, 445 Marsac, P.O. Box 1480, Park City, Utah 84060 as additionally insured prior to the start of any event activity.
- ☒ After the application is evaluated, the applicant will be responsible for providing proof that he or she has obtained other permits as necessary from city, county, or state agencies.
- ☒ I understand that as the applicant, I will assume and reimburse the City for any and all costs and expenses determined by Park City Municipal Corporation. Park City Municipal Corporation may require a deposit to cover such expenses. I may incur costs from other departments or other jurisdictional agencies. I understand I can request an estimate of City Services for the event upon submitting a complete application and that should I choose to, I can request a reduction of fees for some services as pertains to Park City Municipal Code 4A-2-11 through the bi-annual fee reduction application and process.
- ☒ I understand I am able to request a meeting with the Special Events Department prior to submitting an application and that this application does not constitute a valid permit. I understand that permits are approved by the Special Events Department or City Council in writing after complete applications are reviewed under the Standards for Permit Approval in Park City Municipal Code 4A-2-4.

### APPLICANT AND SPONSORING ORGANIZATION INFORMATION

|                                                            |     |                                        |               |                                                                              |                                        |                                         |                                        |
|------------------------------------------------------------|-----|----------------------------------------|---------------|------------------------------------------------------------------------------|----------------------------------------|-----------------------------------------|----------------------------------------|
| NAME OF EVENT: Park Silly Sunday Market                    |     |                                        |               | DATE(S) OF EVENT: 6/1,8,15,22,29, 7/13, 20, 8/31, 9/7,14, 2                  |                                        |                                         |                                        |
| FIRST TIME EVENT:                                          | Yes | <input checked="" type="checkbox"/> No | ANNUAL EVENT: | <input checked="" type="checkbox"/> Yes                                      | No                                     | IF ANNUAL, HOW MANY YEARS: 19           |                                        |
| ANNUAL EVENT THAT WILL BE THE SAME AS LAST YEAR:           |     |                                        |               |                                                                              |                                        | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            |
| ANNUAL EVENT THAT WILL HAVE CHANGES FROM LAST YEAR:        |     |                                        |               |                                                                              |                                        | <input checked="" type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| NAME OF APPLICANT (FIRST & LAST): Kate McChesney           |     |                                        |               |                                                                              |                                        |                                         |                                        |
| TITLE / POSITION: Executive Director                       |     |                                        |               |                                                                              |                                        |                                         |                                        |
| BUSINESS / ORGANIZATION NAME: Park Silly Sunday Market     |     |                                        |               |                                                                              |                                        |                                         |                                        |
| IS BUSINESS / ORGANIZATION A REGISTERED NON-PROFIT?:       |     |                                        |               | <input checked="" type="checkbox"/> Yes, a copy of IRS paperwork is attached | <input checked="" type="checkbox"/> No |                                         |                                        |
| MAILING ADDRESS FOR BUSINESS / ORGANIZATION: PO Box 684229 |     |                                        |               |                                                                              |                                        |                                         |                                        |
| CITY, STATE, ZIP: Park City, UT 84068                      |     |                                        |               |                                                                              |                                        |                                         |                                        |





# Park City Municipal Corporation

## Special Event Permit Application

Special Events Department  
City Hall, Third Floor  
445 Marsac Avenue  
P.O. Box 1480  
Park City, Utah 84060

PHYSICAL ADDRESS OF BUSINESS / ORGANIZATION: 348 S 175 W

CITY, STATE, ZIP: Kamas, UT 84036

PHONE (PRIMARY): 435.714.4036

PHONE (SECONDARY):

EMAIL: Kate@parksillysundaymarket.com

BUSINESS / ORGANIZATION WEBSITE: www.parksillysundaymarket.com

SOCIAL MEDIA LINKS: @parksillysunday

### DAY OF EVENT PRIMARY CONTACT

ON-SITE DAY OF PRIMARY CONTACT NAME (FIRST & LAST): Kate McChesney

ON-SITE DAY OF PRIMARY CONTACT CELL PHONE: 435.714.4036

ON-SITE DAY OF PRIMARY CONTACT EMAIL: kate@parksillysundaymarket.com

### PUBLIC EVENT INFORMATION

WEB SITE FOR PUBLIC EVENT INFORMATION: www.parksillysundaymarket.com

PHONE NUMBER FOR PUBLIC EVENT INFORMATION: 435.714.4036

EMAIL ADDRESS FOR PUBLIC EVENT INFORMATION: kate@parksillysundaymarket.com

Event description is attached as a separate document with supplemental materials and contingency plan.

### EVENT LEVEL DETERMINATION

#### THE EVENT WILL INCLUDE THE FOLLOWING ACTIVITIES: (Check all that apply)

|                                                          |                                              |                                           |                                                      |                                          |                                          |                                    |                                             |                                   |                                  |
|----------------------------------------------------------|----------------------------------------------|-------------------------------------------|------------------------------------------------------|------------------------------------------|------------------------------------------|------------------------------------|---------------------------------------------|-----------------------------------|----------------------------------|
| <input checked="" type="checkbox"/> FESTIVAL / FAIR      | <input type="checkbox"/> PARADE              | <input type="checkbox"/> SKI / SNOW BOARD | <input type="checkbox"/> RUN                         | <input checked="" type="checkbox"/> BIKE | <input checked="" type="checkbox"/> WALK | <input type="checkbox"/> TRAIL USE | <input checked="" type="checkbox"/> CONCERT | <input type="checkbox"/> CULINARY | <input type="checkbox"/> FILMING |
| <input checked="" type="checkbox"/> ARTS & CULTURE EVENT | <input type="checkbox"/> HOLIDAY CELEBRATION |                                           | <input type="checkbox"/> RECREATION / SPORTING EVENT |                                          | OTHER:                                   |                                    |                                             |                                   |                                  |

#### THE EVENT WILL INVOLVE THE USE OF: (Check all that apply)

|                                                 |                                          |                                                             |                                           |                                     |                                      |                                               |                                            |                                           |                                             |                                                     |
|-------------------------------------------------|------------------------------------------|-------------------------------------------------------------|-------------------------------------------|-------------------------------------|--------------------------------------|-----------------------------------------------|--------------------------------------------|-------------------------------------------|---------------------------------------------|-----------------------------------------------------|
| <input checked="" type="checkbox"/> MAIN STREET | <input type="checkbox"/> RESORT PROPERTY | <input checked="" type="checkbox"/> SCHOOLDISTRICT PROPERTY | <input type="checkbox"/> PRIVATE PROPERTY | <input type="checkbox"/> CITY PARKS | <input type="checkbox"/> CITY FIELDS | <input type="checkbox"/> CITY FACILITY RENTAL | <input type="checkbox"/> RESIDENTIAL AREAS | <input type="checkbox"/> PARK CITY LIMITS | <input type="checkbox"/> MULTI-JURISDICTION | <input checked="" type="checkbox"/> AMPLIFIED SOUND |
|-------------------------------------------------|------------------------------------------|-------------------------------------------------------------|-------------------------------------------|-------------------------------------|--------------------------------------|-----------------------------------------------|--------------------------------------------|-------------------------------------------|---------------------------------------------|-----------------------------------------------------|

#### THE TARGET MARKET FOR THIS EVENT IS: (Check all that apply)

|                                                      |                                            |                                           |                                                  |                                              |                                              |                                         |                                                |                                                  |        |
|------------------------------------------------------|--------------------------------------------|-------------------------------------------|--------------------------------------------------|----------------------------------------------|----------------------------------------------|-----------------------------------------|------------------------------------------------|--------------------------------------------------|--------|
| <input checked="" type="checkbox"/> YOUTH / FAMILIES | <input checked="" type="checkbox"/> ADULTS | <input checked="" type="checkbox"/> LOCAL | <input checked="" type="checkbox"/> STATE - WIDE | <input checked="" type="checkbox"/> REGIONAL | <input checked="" type="checkbox"/> NATIONAL | <input type="checkbox"/> INTER NATIONAL | <input checked="" type="checkbox"/> SPECTATORS | <input checked="" type="checkbox"/> PARTICIPANTS | OTHER: |
|------------------------------------------------------|--------------------------------------------|-------------------------------------------|--------------------------------------------------|----------------------------------------------|----------------------------------------------|-----------------------------------------|------------------------------------------------|--------------------------------------------------|--------|

#### THIS EVENT WILL: (Check all that apply)

|                                                  |                                                            |                                                              |                                                                |                                                        |
|--------------------------------------------------|------------------------------------------------------------|--------------------------------------------------------------|----------------------------------------------------------------|--------------------------------------------------------|
| <input type="checkbox"/> LIMIT # OF PARTICIPANTS | <input checked="" type="checkbox"/> BE FREE FOR SPECTATORS | <input checked="" type="checkbox"/> BE FREE FOR PARTICIPANTS | <input checked="" type="checkbox"/> INCLUDE VENDORS OR SPONSOR | <input checked="" type="checkbox"/> OPEN TO THE PUBLIC |
| <input type="checkbox"/> LIMIT # OF SPECTATORS   | <input type="checkbox"/> CHARGE ADMISSION FOR SPECTATORS   | <input type="checkbox"/> CHARGE PARTICIPANTS                 | <input type="checkbox"/> NOT INCLUDE VENDORS OR SPONSOR        | <input type="checkbox"/> PRIVATE EVENT                 |

#### THIS EVENT WILL BE HELD: (Check all that apply)

EVENT DATE(S):

|                                            |                                  |                                    |                                   |                                 |                                   |                                            |
|--------------------------------------------|----------------------------------|------------------------------------|-----------------------------------|---------------------------------|-----------------------------------|--------------------------------------------|
| <input type="checkbox"/> MONDAY            | <input type="checkbox"/> TUESDAY | <input type="checkbox"/> WEDNESDAY | <input type="checkbox"/> THURSDAY | <input type="checkbox"/> FRIDAY | <input type="checkbox"/> SATURDAY | <input checked="" type="checkbox"/> SUNDAY |
| <input checked="" type="checkbox"/> WEEKLY |                                  | <input type="checkbox"/> MONTHLY   |                                   | <input type="checkbox"/> SERIES |                                   | <input type="checkbox"/> ONE DAY           |

NUMBER OF EVENT(S): 11

NUMBER OF CONSECUTIVE DAYS:





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| ONE DAY EVENT HOUR(S)                                                                                                                                                                                                                                                                                |       |                                                             |           |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|-------------------------------------------------------------|-----------|
| EVENT START TIME: 10am                                                                                                                                                                                                                                                                               |       | EVENT END TIME: 5pm                                         |           |
| EVENT SET-UP DATE: Select Sundays                                                                                                                                                                                                                                                                    |       | EVENT BREAK-DOWN DATE: Select Sundays                       |           |
| EVENT SET-UP TIME(S):                                                                                                                                                                                                                                                                                |       | EVENT BREAK-DOWN TIME(S): 5pm - 8pm                         |           |
| MULTIPLE DAY EVENT HOUR(S)                                                                                                                                                                                                                                                                           |       |                                                             |           |
| DAY:                                                                                                                                                                                                                                                                                                 | DATE: | START TIME:                                                 | END TIME: |
| EVENT SET-UP DATE:                                                                                                                                                                                                                                                                                   |       | BREAK-DOWN DATE:                                            |           |
| SET-UP TIME(S):                                                                                                                                                                                                                                                                                      |       | BREAK-DOWN TIME(S):                                         |           |
| DAY:                                                                                                                                                                                                                                                                                                 | DATE: | START TIME:                                                 | END TIME: |
| EVENT SET-UP DATE:                                                                                                                                                                                                                                                                                   |       | BREAK-DOWN DATE:                                            |           |
| SET-UP TIME(S):                                                                                                                                                                                                                                                                                      |       | BREAK-DOWN TIME(S):                                         |           |
| DAY:                                                                                                                                                                                                                                                                                                 | DATE: | START TIME:                                                 | END TIME: |
| EVENT SET-UP DATE:                                                                                                                                                                                                                                                                                   |       | BREAK-DOWN DATE:                                            |           |
| SET-UP TIME(S):                                                                                                                                                                                                                                                                                      |       | BREAK-DOWN TIME(S):                                         |           |
| DAY:                                                                                                                                                                                                                                                                                                 | DATE: | START TIME:                                                 | END TIME: |
| EVENT SET-UP DATE:                                                                                                                                                                                                                                                                                   |       | BREAK-DOWN DATE:                                            |           |
| SET-UP TIME(S):                                                                                                                                                                                                                                                                                      |       | BREAK-DOWN TIME(S):                                         |           |
| DAY:                                                                                                                                                                                                                                                                                                 | DATE: | START TIME:                                                 | END TIME: |
| EVENT SET-UP DATE:                                                                                                                                                                                                                                                                                   |       | BREAK-DOWN DATE:                                            |           |
| SET-UP TIME(S):                                                                                                                                                                                                                                                                                      |       | BREAK-DOWN TIME(S):                                         |           |
| DAY:                                                                                                                                                                                                                                                                                                 | DATE: | START TIME:                                                 | END TIME: |
| EVENT SET-UP DATE:                                                                                                                                                                                                                                                                                   |       | BREAK-DOWN DATE:                                            |           |
| SET-UP TIME(S):                                                                                                                                                                                                                                                                                      |       | BREAK-DOWN TIME(S):                                         |           |
| INCLEMENT WEATHER INFORMATION                                                                                                                                                                                                                                                                        |       |                                                             |           |
| DAY:                                                                                                                                                                                                                                                                                                 | DATE: | START TIME:                                                 | END TIME: |
| EVENT SET-UP DATE:                                                                                                                                                                                                                                                                                   |       | EVENT BREAK-DOWN DATE:                                      |           |
| EVENT SET-UP TIME(S):                                                                                                                                                                                                                                                                                |       | EVENT BREAK-DOWN TIME(S):                                   |           |
| No inclement weather date is required and the event will be held rain or shine. I understand the event may be cancelled or postponed by the City due to hazardous or damaging conditions.                                                                                                            |       |                                                             |           |
| EVENT ATTENDANCE                                                                                                                                                                                                                                                                                     |       |                                                             |           |
| IF ANNUAL EVENT:                                                                                                                                                                                                                                                                                     |       |                                                             |           |
| TOTAL EVENT ATTENDANCE OF PREVIOUS YEAR: 186,000                                                                                                                                                                                                                                                     |       | TOTAL DAILY EVENT ATTENDANCE OF PREVIOUS YEAR: 15,000       |           |
| ESTIMATED # OF PARTICIPANTS:                                                                                                                                                                                                                                                                         |       | ESTIMATED # OF VENDORS: 180                                 |           |
| ESTIMATED # OF SPECTATORS:                                                                                                                                                                                                                                                                           |       | ESTIMATED # OF VOLUNTEERS: 80                               |           |
| ESTIMATED # OF STAFF: 15                                                                                                                                                                                                                                                                             |       | ESTIMATED DAILY ATTENDANCE: 15,000                          |           |
| ESTIMATED HIGHEST TOTAL ATTENDANCE AT ONE TIME: 1200 over the course of 4 blocks                                                                                                                                                                                                                     |       | ESTIMATED HIGHEST TOTAL ATTENDANCE OF ENTIRE EVENT: 200,000 |           |
| <input checked="" type="checkbox"/> I anticipate the event to have an attendance of 500 or more people and understand, as the applicant, I may be required to obtain a mass gathering permit from summit county: <a href="http://www.summitcountyhealth.org/">http://www.summitcountyhealth.org/</a> |       |                                                             |           |





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**SIDEWALK & STREET USE**

**THE EVENT WILL HAVE: (Please check all that apply)**

**STREETS**

|                                     |                                |                                     |                                              |
|-------------------------------------|--------------------------------|-------------------------------------|----------------------------------------------|
| <input checked="" type="checkbox"/> | STREET CLOSURE MAP IS ATTACHED | <input checked="" type="checkbox"/> | CLOSURE SIGN/MARKING INFORMATION IS ATTACHED |
| <input type="checkbox"/>            | ROLLING CLOSURE                | <input type="checkbox"/>            | PARTIAL CLOSURE                              |
| <input type="checkbox"/>            | FULL CLOSURE                   | <input type="checkbox"/>            | NO CLOSURE                                   |

NAMES OF STREETS TO BE CLOSED:

Lower Main Street

TIMES (START / END OF CLOSURE):

START: 7am

END: 8pm

START:

END:

START:

END:

START:

END:

REASON FOR CLOSURE:

**SIDEWALKS**

|                          |                                  |                          |                                                |
|--------------------------|----------------------------------|--------------------------|------------------------------------------------|
| <input type="checkbox"/> | SIDEWALK CLOSURE MAP IS ATTACHED | <input type="checkbox"/> | CLOSURE SIGN / MARKING INFORMATION IS ATTACHED |
| <input type="checkbox"/> | PARTIAL CLOSURE                  | <input type="checkbox"/> | FULL CLOSURE                                   |
| <input type="checkbox"/> | NO CLOSURE                       | <input type="checkbox"/> | CROWD CONTROL PLAN                             |

ADDRESS:

ADDRESS OF CLOSURE: (FROM / TO)

TIMES: (START / END OF CLOSURE)

|       |     |        |      |
|-------|-----|--------|------|
| FROM: | TO: | START: | END: |
| FROM: | TO: | START: | END: |
| FROM: | TO: | START: | END: |
| FROM: | TO: | START: | END: |

REASON FOR CLOSURE:

**TRAILS**

|                          |                              |                          |                                               |
|--------------------------|------------------------------|--------------------------|-----------------------------------------------|
| <input type="checkbox"/> | TRAIL COURSE MAP IS ATTACHED | <input type="checkbox"/> | COURSE / SIGN MARKING INFORMATION IS ATTACHED |
|--------------------------|------------------------------|--------------------------|-----------------------------------------------|

NAMES OF TRAILS TO BE USED:

**PARADE**

|                |                  |                        |
|----------------|------------------|------------------------|
| ASSEMBLY AREA: | DISBANDING AREA: | # OF PARADE ATTENDEES: |
|----------------|------------------|------------------------|

PARADE IS:

☐  
WALKING ONLY

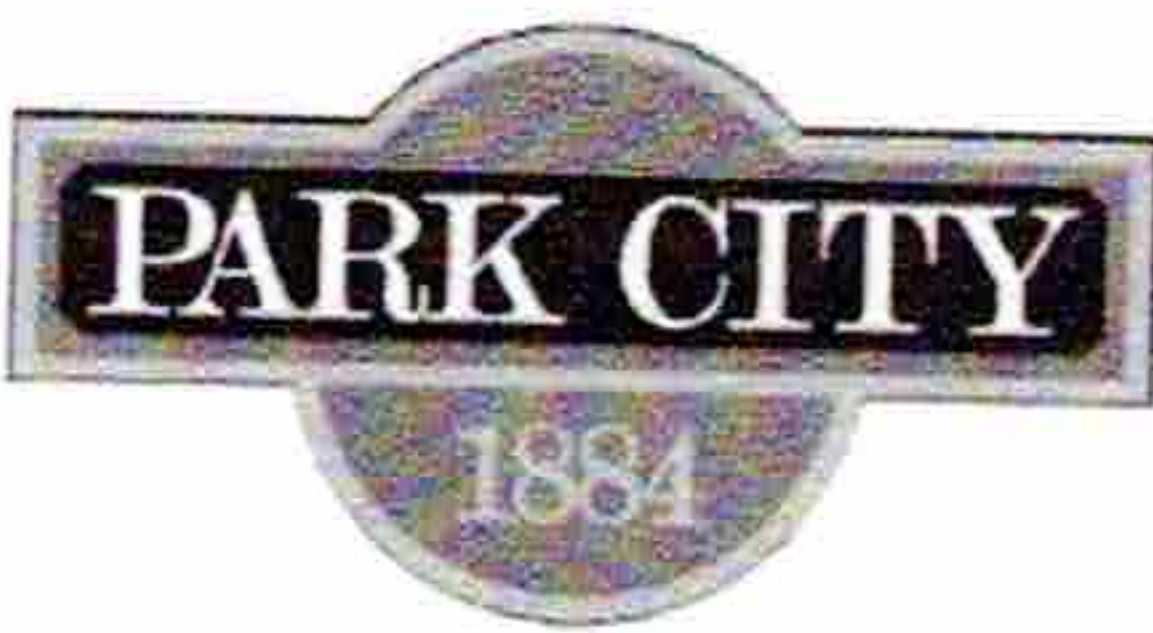
☐  
VEHICLES & WALKING

☐  
VEHICLES ONLY

☐  
WILL HAVE ANIMALS

OTHER PARADE INFO:





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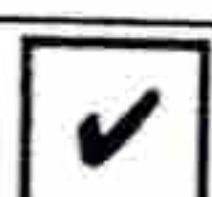
**CITY PARKING FACILITIES REQUEST**

**GENERAL PARKING**

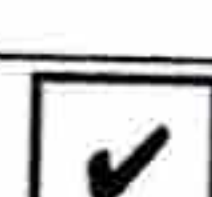
HOW MANY PARKING SPACES DOES THE EVENT NEED?



MAIN STREET



CHINA BRIDGE



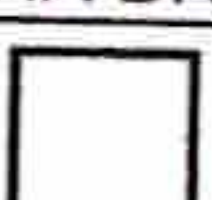
FLAGPOLE LOT



BREW PUB LOT



SANDRIDGE PARKING LOTS



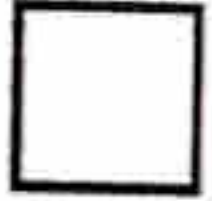
PARK AVENUE



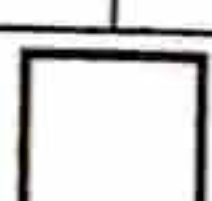
CITY PARK



MAWHINNEY LOT



QUINNS LOT



RICHARDSON FLATS

OTHER:

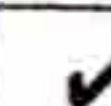
WILL THE EVENT PROVIDE TRANSPORTATION SERVICES TO THE EVENT FROM PARKING AREAS?:



YES

NO

WILL THE EVENT HAVE ADA PARKING AVAILABLE?:



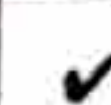
YES

NO

WILL THE EVENT WILL REQUIRE PARKING REMOVAL?:



YES



NO

The event will require parking removal as indicated below, and I will complete a special use of public parking application as required with the Park City Parking Services Department

NAME OF AREA OR STREETS:

BETWEEN:

START / END TIME:

REASON:

NAME OF AREA OR STREETS:

BETWEEN:

START / END TIME:

REASON:

NAME OF AREA OR STREETS:

BETWEEN:

START / END TIME:

REASON:

NAME OF AREA OR STREETS:

BETWEEN:

START / END TIME:

REASON:

**TRANSPORTATION**

**WILL THE EVENT PROVIDE ALTERNATIVE TRANSPORTATION OPTIONS?**



BUS



BIKE



WALK

NAME OF TRANSPORTATION PROVIDER / COMPANY: ProTrans

PHONE: 877.255.2631

EMAIL:



THE APPLICANT IS PROVIDING SHUTTLE OR BUS TRANSPORTATION OUTSIDE OF THE CITY'S SCHEDULE AND HAS INCLUDED BUS DROP OFF AREA ON THE SITE MAP ATTACHED WITH THIS APPLICATION.



THE APPLICANT IS PROVIDING BIKE TRANSPORTATION AT THE EVENT AND HAS INCLUDED BIKE PARKING AREAS ON THE SITE MAP WITH THIS APPLICATION.

ADDITIONAL TRANSPORTATION INFORMATION: On holiday weekends, if required, Park Silly will provide shuttle services from the HS to the market

**PUBLIC FACILITY USE**

|                       |                          |                              |                          |                                 |                          |                          |
|-----------------------|--------------------------|------------------------------|--------------------------|---------------------------------|--------------------------|--------------------------|
| CHECK ALL THAT APPLY: | <input type="checkbox"/> | MINERS HOSPITAL AT CITY PARK | <input type="checkbox"/> | PARK CITY LIBRARY MEETING ROOMS | <input type="checkbox"/> | JIM SANTY AUDITORIUM     |
|                       | <input type="checkbox"/> | SOUTH CITY PARK              | <input type="checkbox"/> | CITY PARK COVERED BBQ AREA      | <input type="checkbox"/> | CITY PARK GAZEBO / STAND |
|                       | <input type="checkbox"/> | CITY PARK SOFTBALLFIELD      | <input type="checkbox"/> | CITY PARK RUGBY FIELD           | <input type="checkbox"/> | SKATE PARK AT CITY PARK  |
|                       | <input type="checkbox"/> | QUINN'S SPORTS COMPL FIELDS  | <input type="checkbox"/> | ROTARY PARK                     | <input type="checkbox"/> | SCHOOL DISTRICT FIELDS   |
|                       | <input type="checkbox"/> | DIRT JUMP PARK               | <input type="checkbox"/> | PARK CITY ICE ARENA             | <input type="checkbox"/> | OTHER:                   |
|                       | <input type="checkbox"/> |                              | <input type="checkbox"/> |                                 | <input type="checkbox"/> |                          |





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☒ I understand all temporary structures and flammable materials must be approved by the Park City Building Department. Such approvals will require a fire/building permit to be submitted 10 days prior to the event, as well as an on-site inspection the day of the event.

|                                                                           |                             |                          |                                     |                                     |                          |                          |                                        |                          |                                     |                          |                                     |                                     |    |
|---------------------------------------------------------------------------|-----------------------------|--------------------------|-------------------------------------|-------------------------------------|--------------------------|--------------------------|----------------------------------------|--------------------------|-------------------------------------|--------------------------|-------------------------------------|-------------------------------------|----|
| <input type="checkbox"/>                                                  | TEMPORARY BLEACHERS         | <input type="checkbox"/> | INFLATABLES                         | <input checked="" type="checkbox"/> | CANOPIES                 | <input type="checkbox"/> | TEMPORARY BADGES                       | <input type="checkbox"/> | TEMPORARY LIGHTING                  |                          |                                     |                                     |    |
| <input checked="" type="checkbox"/>                                       | TENTS 10X10 OR UNDER        |                          | HOW MANY?: 180                      |                                     |                          |                          |                                        |                          |                                     |                          |                                     |                                     |    |
| <input checked="" type="checkbox"/>                                       | TRAILER                     |                          | HOW MANY?: 4                        |                                     |                          |                          |                                        |                          |                                     |                          |                                     |                                     |    |
| <input checked="" type="checkbox"/>                                       | STRUCTURES OVER 6 FEET TALL |                          | PURPOSE: Rock Climbing Wall         |                                     |                          |                          |                                        | HOW MANY:                |                                     |                          |                                     |                                     |    |
| DOES EVENT HAVE ELECTRICAL NEEDS?:                                        |                             |                          | <input checked="" type="checkbox"/> | YES                                 | <input type="checkbox"/> | NO                       | DOES EVENT REQUIRE USE OF GENERATORS?: |                          |                                     | <input type="checkbox"/> | YES                                 | <input checked="" type="checkbox"/> | NO |
| WILL YOU BE REQUESTING PERMITS FOR FIREWORKS?:                            |                             |                          |                                     |                                     |                          |                          |                                        |                          | <input type="checkbox"/>            | YES                      | <input checked="" type="checkbox"/> | NO                                  |    |
| WILL THE EVENT REQUIRE THE USE OF FLAMMABLE MATERIALS, FUELS, OR GASSES?: |                             |                          |                                     |                                     |                          |                          |                                        |                          | <input checked="" type="checkbox"/> | YES                      | <input type="checkbox"/>            | NO                                  |    |

NAME SUCH MATERIALS: Food Vendors will have propane

**WASTE MANAGEMENT AND RECYCLING**

|                                     |                                                                                                                                                        |                                     |       |                          |          |                                                          |       |                          |           |                          |         |                          |       |
|-------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|-------|--------------------------|----------|----------------------------------------------------------|-------|--------------------------|-----------|--------------------------|---------|--------------------------|-------|
| <input checked="" type="checkbox"/> | THE EVENT WILL PROVIDE ITS OWN GARBAGE CANS AND WASTE MANAGEMENT.                                                                                      |                                     |       |                          |          |                                                          |       |                          |           |                          |         |                          |       |
| <input type="checkbox"/>            | THE EVENT WILL PROVIDE ITS OWN DUMPSTERS, WHICH IS INDICATED ON THE SITE MAP.                                                                          |                                     |       |                          |          |                                                          |       |                          |           |                          |         |                          |       |
| <input type="checkbox"/>            | THE EVENT WILL USE THE CITY'S GARBAGE CANS AND WASTE MANAGEMENT, REQUIRING ADDITIONAL FEES.                                                            |                                     |       |                          |          |                                                          |       |                          |           |                          |         |                          |       |
| <input type="checkbox"/>            | THE EVENT WILL USE THE CITY'S DUMPSTERS, REQUIRING ADDITIONAL FEES.                                                                                    |                                     |       |                          |          |                                                          |       |                          |           |                          |         |                          |       |
| <input type="checkbox"/>            | THE EVENT WILL HIRE A COMPANY AND PROVIDE RECYCLING SERVICES FOR THE FOLLOWING MATERIALS:                                                              |                                     |       |                          |          |                                                          |       |                          |           |                          |         |                          |       |
| <input type="checkbox"/>            | PLASTIC                                                                                                                                                | <input type="checkbox"/>            | PAPER | <input type="checkbox"/> | ALUMINUM | <input type="checkbox"/>                                 | GLASS | <input type="checkbox"/> | CARDBOARD | <input type="checkbox"/> | COMPOST | <input type="checkbox"/> | OTHER |
| <input checked="" type="checkbox"/> | THE EVENT WILL UTILIZE CITY RESTROOM FACILITIES.                                                                                                       |                                     |       |                          |          |                                                          |       |                          |           |                          |         |                          |       |
| <input checked="" type="checkbox"/> | THE EVENT WILL BRING ITS OWN RESTROOMS AND SANITARY STATIONS.<br>(May be required by Summit County Health Department or Park City Building Department) |                                     |       |                          |          |                                                          |       |                          |           |                          |         |                          |       |
| WILL ANIMALS BE AT THE EVENT?:      |                                                                                                                                                        | <input checked="" type="checkbox"/> | YES   | <input type="checkbox"/> | NO       | IF YES, PLEASE DESCRIBE TYPE OF ANIMALS AND WASTE PLANS. |       |                          |           |                          |         |                          |       |

TYPES OF ANIMALS: Dogs and will be providing dog waste bags

|                                     |                                                                                                                        |                                     |     |                          |    |                          |  |         |                          |  |           |  |
|-------------------------------------|------------------------------------------------------------------------------------------------------------------------|-------------------------------------|-----|--------------------------|----|--------------------------|--|---------|--------------------------|--|-----------|--|
| <input type="checkbox"/>            | I HAVE INCLUDED THE PLACEMENT OF THE ANIMALS IN THE SITE MAP OR LINE UP IN THE CONTINGENCY PLAN                        |                                     |     |                          |    |                          |  |         |                          |  |           |  |
| WILL DOGS BE ALLOWED AT THE EVENT?: |                                                                                                                        | <input checked="" type="checkbox"/> | YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |  | LEASHED | <input type="checkbox"/> |  | UNLEASHED |  |
| <input type="checkbox"/>            | The Waste Management Plan and Environmental Management Plan have been attached to this application as described above. |                                     |     |                          |    |                          |  |         |                          |  |           |  |

**FOOD & MERCHANDISE SALES**

|                                     |                                                                                                                                                                                                     |                                     |      |                                     |        |  |  |  |  |  |  |  |
|-------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|------|-------------------------------------|--------|--|--|--|--|--|--|--|
| <input checked="" type="checkbox"/> | I understand that all vendors must obtain a Park City Business license. All vendors serving food and drink may also be required to obtain a food service or food handler permit from Summit County. |                                     |      |                                     |        |  |  |  |  |  |  |  |
| WILL THERE BE SALE OF MERCHANDISE?: |                                                                                                                                                                                                     | <input checked="" type="checkbox"/> | YES  | <input type="checkbox"/>            | NO     |  |  |  |  |  |  |  |
| WILL THERE BE COMPLIMENTARY FOOD?:  |                                                                                                                                                                                                     | <input checked="" type="checkbox"/> | YES  | <input type="checkbox"/>            | NO     |  |  |  |  |  |  |  |
| WILL THERE BE SALE OF FOOD?:        |                                                                                                                                                                                                     | <input checked="" type="checkbox"/> | YES  | <input type="checkbox"/>            | NO     |  |  |  |  |  |  |  |
| WILL THERE BE ALCOHOL FOR SALE?:    |                                                                                                                                                                                                     | <input checked="" type="checkbox"/> | YES  | <input type="checkbox"/>            | NO     |  |  |  |  |  |  |  |
| <input checked="" type="checkbox"/> | BEER                                                                                                                                                                                                | <input checked="" type="checkbox"/> | WINE | <input checked="" type="checkbox"/> | LIQUOR |  |  |  |  |  |  |  |





Park City Municipal Corporation  
**Special Event Permit Application**

Special Events Department  
City Hall, Third Floor  
445 Marsac Avenue  
P.O. Box 1480  
Park City, Utah 84060

|                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                    |                                     |                                     |                          |                                     |    |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|-------------------------------------|--------------------------|-------------------------------------|----|
| <input checked="" type="checkbox"/>                                                                                                                                                                      | I HAVE CONTACTED THE PARK CITY FINANCE DEPARTMENT REGARDING REQUIREMENTS FOR BEER & LIQUOR LICENSES.                                                                                                                                                                                                                                                                                                               |                                     |                                     |                          |                                     |    |
| <input checked="" type="checkbox"/>                                                                                                                                                                      | I UNDERSTAND THAT THE UTAH DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL MAY REQUIRE OTHER PERMITS.                                                                                                                                                                                                                                                                                                                     |                                     |                                     |                          |                                     |    |
| WILL FOOD ITEMS BE PRE-PACKAGED?:                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                    |                                     | <input checked="" type="checkbox"/> | YES                      | <input type="checkbox"/>            | NO |
| WILL FOOD ITEMS BE COOKED ON SITE?:                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                    |                                     | <input checked="" type="checkbox"/> | YES                      | <input type="checkbox"/>            | NO |
| I UNDERSTAND THAT IF COOKING IS ONSITE, A PARK CITY BUILDING/FIRE PERMIT MAY BE REQUIRED.                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                    |                                     |                                     |                          |                                     |    |
| WILL FOOD ITEMS BE PREPARED OFFSITE?:                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                    |                                     | <input checked="" type="checkbox"/> | YES                      | <input type="checkbox"/>            | NO |
| DESCRIBE ITEMS: snack foods, gourmet foods, prepared foods                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                    |                                     |                                     |                          |                                     |    |
| <b>TEMPORARY SIGNS</b>                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                    |                                     |                                     |                          |                                     |    |
| WILL THERE BE TEMPORARY SIGNS AT THE EVENT?:                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                    |                                     | <input checked="" type="checkbox"/> | YES                      | <input type="checkbox"/>            | NO |
| <input checked="" type="checkbox"/>                                                                                                                                                                      | I HAVE ATTACHED A SIGN PLAN DESCRIBING THE CONTENT, SIZES AND LOCATIONS IN THE CONTINGENCY PLAN.                                                                                                                                                                                                                                                                                                                   |                                     |                                     |                          |                                     |    |
| <b>SAFETY - SECURITY</b>                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                    |                                     |                                     |                          |                                     |    |
| <input checked="" type="checkbox"/>                                                                                                                                                                      | THE EMERGENCY AND SECURITY PLAN HAS BEEN INCLUDED IN THE OPERATIONS PLAN, AS WELL AS CROWD CONTROL, ACCESS, AND FIRST AID. AFTER REVIEW OF THIS APPLICATION, REQUIREMENTS FOR EMTS, FIRE, AND POLICE SERVICES WILL BE DETERMINED AS PART OF THE CONDITIONS OF APPROVAL OF THIS EVENT. THE SPECIAL EVENTS DEPARTMENT WILL BE ABLE TO GIVE THE APPLICANT AN ESTIMATE OF SUCH CITY SERVICE REQUIREMENTS UPON REQUEST. |                                     |                                     |                          |                                     |    |
| THE EVENT WILL HAVE AMPLIFIED SOUND:                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                    |                                     | <input checked="" type="checkbox"/> | YES                      | <input type="checkbox"/>            | NO |
| THE EVENT WILL REQUIRE LAW ENFORCEMENT SERVICES BEYOND ROUTINE PERIODIC PATROL:                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                    |                                     | <input checked="" type="checkbox"/> | YES                      | <input type="checkbox"/>            | NO |
| <b>COMMUNICATION NEEDS</b>                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                    |                                     |                                     |                          |                                     |    |
| WILL THERE BE INSTALLATION OF AN ANTENNA FOR COMMUNICATION NEEDS?:                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                    |                                     | <input type="checkbox"/>            | YES                      | <input checked="" type="checkbox"/> | NO |
| <input type="checkbox"/>                                                                                                                                                                                 | INSTALLATION OF AN ANTENNA FOR COMMUNICATION IS INDICATED IN THE SITE PLAN WITH SPECIFICATIONS.                                                                                                                                                                                                                                                                                                                    |                                     |                                     |                          |                                     |    |
| <b>MARKETING OF EVENT</b>                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                    |                                     |                                     |                          |                                     |    |
| PROPER MARKETING OF YOUR EVENT IS VITAL TO ITS SUCCESS. PLEASE CONTACT THE PARK CITY CHAMBER FOR ADDITIONAL INFORMATION AND ASSISTANCE: <a href="http://www.visitparkcity.com">www.visitparkcity.com</a> |                                                                                                                                                                                                                                                                                                                                                                                                                    |                                     |                                     |                          |                                     |    |
| <input checked="" type="checkbox"/>                                                                                                                                                                      | I HAVE CHOSEN TO LIST INFORMATION REGARDING MY EVENT ON THE PARK CITY CHAMBER'S WEBSITE.                                                                                                                                                                                                                                                                                                                           |                                     |                                     |                          |                                     |    |
| <input type="checkbox"/>                                                                                                                                                                                 | I HAVE CHOSEN NOT TO LIST INFORMATION REGARDING MY EVENT ON THE PARK CITY CHAMBER'S WEBSITE.                                                                                                                                                                                                                                                                                                                       |                                     |                                     |                          |                                     |    |
| WHO IS THE TARGET MARKET FOR THIS EVENT?:                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                    |                                     |                                     |                          |                                     |    |
| WHERE IS THE TARGET MARKET FOR THIS EVENT?: (choose all that apply)                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                    |                                     |                                     |                          |                                     |    |
| <input checked="" type="checkbox"/>                                                                                                                                                                      | <input checked="" type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |                          |                                     |    |
| LOCAL                                                                                                                                                                                                    | REGIONAL                                                                                                                                                                                                                                                                                                                                                                                                           | NATIONAL                            | INTERNATIONAL                       |                          |                                     |    |
| WILL THIS EVENT BE FILMED AND TELEVISED?: (choose all that apply)                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                    |                                     | <input type="checkbox"/>            | YES                      | <input type="checkbox"/>            | NO |
| <input checked="" type="checkbox"/>                                                                                                                                                                      | <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                           | <input type="checkbox"/>            | <input type="checkbox"/>            |                          |                                     |    |
| LOCAL                                                                                                                                                                                                    | REGIONAL                                                                                                                                                                                                                                                                                                                                                                                                           | NATIONAL                            | INTERNATIONAL                       |                          |                                     |    |
| PLEASE LIST ALL ADVERTISEMENT INCLUDING MEDIA COVERAGE, NEWSPAPER, AND MAGAZINES:                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                    |                                     |                                     |                          |                                     |    |
| MEDIA (RADIO/TV): Fox / KPCW                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                    |                                     |                                     |                          |                                     |    |
| NEWSPAPER: Park Record                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                    |                                     |                                     |                          |                                     |    |
| MAGAZINES:                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                    |                                     |                                     |                          |                                     |    |
| OTHER: Social Media                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                    |                                     |                                     |                          |                                     |    |
| PLEASE SELECT RANGE OF MARKETING BUDGET:                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                    |                                     |                                     |                          |                                     |    |
| <input type="checkbox"/>                                                                                                                                                                                 | <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                           | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |                                     |    |
| \$100 OR UNDER                                                                                                                                                                                           | \$100 - \$500                                                                                                                                                                                                                                                                                                                                                                                                      | \$500 - \$1,000                     | \$1,000 - \$2,500                   | ABOVE \$2,500            |                                     |    |





Park City Municipal Corporation

# Special Event Permit Application

Special Events Department  
City Hall, Third Floor  
445 Marsac Avenue  
P.O. Box 1480  
Park City, Utah 84060

| APPLICANT AGREEMENT & SIGNATURE                                                                                                                                                                                                                                                               |                                                                                   |                |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|----------------|
| I, the undersigned representative, have read the rules and regulations with reference to this application and am duly authorized by the organization to submit this application on its behalf. The information contained herein, including supporting documentation is complete and accurate. |                                                                                   |                |
| Name (Printed):                                                                                                                                                                                                                                                                               | Kate McChesney                                                                    |                |
| Signature:                                                                                                                                                                                                                                                                                    |  | Date: 2/3/2025 |





PARK CITY MUNICIPAL CORPORATION  
Special Event Indemnification Agreement

This Indemnification Agreement must be completed and returned to the Special Event Manager at least ten (10) working days prior to the event or the event will be cancelled.

PLEASE PRINT:

Kate McChesney  
Name of Event Permittee (applicant's business, organization or individual name)

Park Silly Sunday Market  
Name of Special Event

June 1, 8, 15, 22, 29, July 13, 20, Aug 31, September 7, 14, 21  
Date(s) of Event

Each person signing this Agreement represents and warrants that: 1) he or she is duly authorized and has legal capacity to execute and deliver this Agreement on behalf of the Event Permittee; 2) the execution and delivery of the Agreement and the performance of the Event Permittee's obligations hereunder have been duly authorized; and 3) the Agreement is a valid legal agreement and binding on the Event Permittee and is enforceable in accordance with its terms.

Each person signing this Agreement represents and warrants to Park City Municipal Corporation that the Event Permittee has insurance coverage in place that: 1) covers the scope of activities associated with this event, and 2) the insurance coverage limits meet or exceed the coverage specified and required to obtain this permit.

For and in consideration of the issuance of this permit by Park City Municipal Corporation (PCMC) authorizing the use of City streets and/or City owned or other public property for use by the Special Event, Event Permittee hereby agrees to indemnify and defend PCMC, together with its officers, agents, servants, employees, PCMC event volunteers and their successors, from and against all claims, loss, or demands for damages, including claims for loss of life, personal injury or wrongful death and/or damage to property arising out of the conduct of the Special Event and further agrees that Event Permittee shall indemnify PCMC irrespective of whether the scope or limits of Event Permittee's insurance policies adequately cover any of the aforementioned claims or demands, except for any claim arising out of the sole negligence or willful misconduct of the City or its employees.

**EVENT PERMITTEE**

Date: Feb 3, 2025

By: [Signature]

Print Name: Kate McChesney

Address: PO Box 184779, PC, UT 84060

Phone Number: 435-714-4036





# Outdoor Special Event Emergency Operations Plan (EOP)

**IMPORTANT – PLEASE READ THIS DOCUMENT IN ITS ENTIRETY**

This outdoor special event emergency operations plan (EOP) is meant to train event volunteers/personnel as well as to create a more specific EOP for events. It is the event organizer/responsible party's duty to train event personnel in the following potential emergencies and to make sure that all key and supervisory event personnel are documented on the attached section with a number to contact them at during the event, their assignment and its location. With this event EOP, a map of all areas that the event will encompass is included. It outlines the area of the event, evacuation routes and ingress/egress for emergency personnel.

## **Fire & Medical Emergencies**

**Police, Fire and Ambulance will respond based on the initial call. Police personnel are trained in first aid and can provide stabilization until the ambulance arrives.**

### **In Case of a Medical Emergency:**

1. Call 911 (Stay on the telephone if possible until the dispatcher has all needed information). Give the nature of emergency,
2. Location (Your specific site location),
3. Your name and phone number where you can be called back,
4. Do not move victim unless absolutely necessary,
5. And stay on the telephone until the Dispatcher has all needed information and allows you to hang up.

### **In Case of a Fire:**

1. Call 911 (Stay on the telephone if possible until the dispatcher has all needed information).
2. Give the nature of emergency and the location. Stay on the phone long enough to answer any questions the dispatcher might have. This will ensure that proper equipment and personnel respond. Police will provide rescue, traffic, communications and crowd control.
3. Alert people in the immediate vicinity to evacuate to safest designated areas. [SEE ATTACHED MAP(S)]
4. Use fire extinguisher if the fire is small and you have been trained in how to operate the device.
5. Never breathe the smoke from fire. Stay low and crawl if necessary to avoid it. Smoke from some plastics and other common materials are toxic. Stay upwind so combustion products will blow away you.
6. **DO NOT REENTER THE AREA.** If a life may be in jeopardy, notify the professionals and let them enter with proper equipment. A significant number of fire fatalities result when people who have successfully evacuated a fire area return to retrieve a valued item or to search for someone missing.

## **Weather Related Emergency**

**The on-site event organizer will be responsible for determining if weather conditions become a hazard to personnel/patrons at the activity. Choose the safest alternative.**

### **Before Any Event:**

Before any event, the on-site event organizer shall research types of weather that may occur during the particular time of year the event is scheduled. Once potential hazardous weather or conditions are identified, mitigation, preparedness and training efforts will be included in the event planning.

### **Lightning:**

In the event of weather conditions with the potential of lightning activity, careful monitoring of the weather dynamics is required. Such factors as the developing cloud patterns in the area, the lightning, and thunder activity should be considered. In conditions where there is observable thunder and lightning, outdoor activities shall be suspended until thunder can no longer be heard.





# Outdoor Special Event Emergency Operations Plan (EOP)

**IMPORTANT – PLEASE READ THIS DOCUMENT IN ITS ENTIRETY**

There is no safe place outside when thunderstorms are in the area. Evacuate to substantial buildings, enclosed parking structures and hard-topped vehicles are safe options. A safe building is one that is fully enclosed with a roof, walls and floors, and has plumbing or wiring (excludes temporary, portable, or metal buildings).

## **Lightning Safety Rules:**

- Keep an eye on the sky,
- If you see or hear a thunderstorm coming, immediately suspend outside activity and go to a safe building or vehicle,
- Postpone activities promptly; do not wait for rain.
- If you cannot get to a shelter, stay away from trees,
- If you are out in a field, get to the lowest point,
- Move away from a group of people,
- Avoid metal,
- Avoid contact with electrical equipment or cords,
- Avoid contact with plumbing,
- Stay away from windows and doors, and stay off porches,
- Do not lie on concrete floors and do not lean against concrete walls.

## **Wind:**

Power outages may occur with as little as twenty-five mile per hour winds and can up-root trees with shallow roots. If an event has tents, be cautious of the stability of the structure. All tents must have a City permit, have 50# of weight per leg and be inspected by the PCMC Building Dept. Wind can pose a hazard to participants or spectators, and if the on-site event organizer determines that winds pose a life safety issue, then activities shall be suspended.

## **Hail:**

Most hailstorms develop in the presence of cumulonimbus clouds and other severe weather phenomena. Hailstones can cause serious damage, notably to automobiles, aircraft, skylights, glass-roofed structures, and people. Hailstorms rarely last more than 15 minutes. Some safety tips for hailstorms that an on-site event organizer should know or may want to pass on to participants are as follows:

- If you are outside, get inside.
- If you cannot find shelter, at least find something to protect your head.
- Stay away from windows.

## **Excessive Heat:**

Heat is the number one weather-related killer in the United States, resulting in hundreds of fatalities each year. On average, excessive heat claims more lives each year than floods, lightning, tornadoes, and hurricanes combined. In planning for outdoor activities during a heat wave, consider certain precautions, e.g., can the event be scheduled in the morning or evening hours when it is cooler? The on-site event organizer will offer or encourage participants to:

- Drink or have plenty of water available. Avoid alcoholic and high sugar drinks.
- Encourage participants to wear lightweight, light-colored, and loose-fitting clothing,
- Wear a wide-brimmed hat, sunglasses, and sunscreen.

Provide cooling places with misting stations.

## **Microburst Rainfall:**

Microburst rainfalls occur within a plume of air with high amounts of moisture are directed around a cold-core low or tropical cyclone. Flash flooding can frequently occur in of slow-moving thunderstorms in urban environments where less plants and bodies of water are present to absorb and contain the extra water. Should excessive rainfall occur during an event, the on-site event organizer will:

- Listen to the radio or television for information.
- Be aware that flash flooding can occur. If the event site is in a low-lying area with the potential to flood, move immediately to higher ground.





# Outdoor Special Event Emergency Operations Plan (EOP)

**IMPORTANT – PLEASE READ THIS DOCUMENT IN ITS ENTIRETY**

- Be aware of streams, drainage channels, and other areas known to flood suddenly.
- Let participants know not to walk through moving water. Six inches of moving water can make you fall.
- Let participants know not to drive in flooded areas. If floodwaters rise around a car, abandon it. Move to higher ground.

## **Ice Storm:**

Ice storms are caused by liquid precipitation freezing on cold surfaces and leads to the gradual development of a thickening layer of ice. The accumulation of ice during the storm can be extremely destructive. Trees and vegetation can be destroyed and ice can down power lines, causing loss of heat and communication lines. Because ice storms are usually slow developing, the on-site event organizer will monitor the weather before, during, and after the event. Mitigation efforts may include sanding or salting walkways, stairways, and roads, shortening the event, or offering shuttle service to minimize the number of cars and/or pedestrians on hazardous roadways.

## **Blizzard:**

- Find a dry shelter. Cover all exposed parts of the body
- If shelter is not available:
  - Prepare a lean-to, wind break, or snow cave for protection from the wind.
  - Build a fire for heat and to attract attention. Place rocks around the fire to absorb and reflect heat.
  - Do not eat snow. It will lower your body temperature. Melt it first.

## **Earthquake:**

The danger of an earthquake is high however it is unknown when such earthquake will happen. Should the large earthquake that's predicted happen (that is a 7.0 magnitude in the valley), it may result in a 5.6-5.8 magnitude here in Park City and surrounding areas. Precautions should be in place should the earthquake occur and event personnel should be aware of the danger and the procedures for safety and evacuation.

- Initially Drop Cover and Hold On
- Stay calm and await instructions from emergency personnel or a designated official.
- Keep away from overhead fixtures, windows, filing cabinets, and electrical power.
- Assist people with disabilities in finding a safe place.
- Evacuate as instructed by a designated official. Be aware of falling objects as you exit a structure or hazards on the ground or in the area.





# Outdoor Special Event Emergency Operations Plan (EOP)

**IMPORTANT – PLEASE READ THIS DOCUMENT IN ITS ENTIRETY**

## Event Details

Event Name: Park Silly Sunday Market  
Date(s) of Event: 6/1,8,15,22,29, 7/13, 20, 8/31, 9/7,14, 2  
Event Location(s): Park City  
Street Address of Event: Lower Main Street

## On-site Day of Event Organizer/Responsible Party (please print clearly)

Primary Coordinator  
Name: Kate McChesney  
Mobile Number: 435.714.4036

Co-Coordinator  
Name: Michelle McDonald  
Mobile Number: 435.659.7666

Co-Coordinator  
Name: \_\_\_\_\_  
Mobile Number: \_\_\_\_\_

## Other Event Personnel, i.e. volunteers, security, parking

Name: Daniel Lewis  
Mobile Number: 435.659.5186  
Assignment: Operations  
Assignment Location: \_\_\_\_\_

Roving? – Yes ☒ No ☐

Name: Mitt Motta  
Mobile Number: 435.255.4023  
Assignment: Operations  
Assignment Location: \_\_\_\_\_

Roving? – Yes ☒ No ☐

Name: \_\_\_\_\_  
Mobile Number: \_\_\_\_\_  
Assignment: \_\_\_\_\_  
Assignment Location: \_\_\_\_\_

Roving? – Yes ☐ No ☐





# Outdoor Special Event Emergency Operations Plan (EOP)

**IMPORTANT – PLEASE READ THIS DOCUMENT IN ITS ENTIRETY**

Name: \_\_\_\_\_  
Mobile Number: \_\_\_\_\_  
Assignment: \_\_\_\_\_  
Assignment Location: \_\_\_\_\_

Roving? – Yes ☐ No ☐

Name: \_\_\_\_\_  
Mobile Number: \_\_\_\_\_  
Assignment: \_\_\_\_\_  
Assignment Location: \_\_\_\_\_

Roving? – Yes ☐ No ☐

Name: \_\_\_\_\_  
Mobile Number: \_\_\_\_\_  
Assignment: \_\_\_\_\_  
Assignment Location: \_\_\_\_\_

Roving? – Yes ☐ No ☐

Name: \_\_\_\_\_  
Mobile Number: \_\_\_\_\_  
Assignment: \_\_\_\_\_  
Assignment Location: \_\_\_\_\_

Roving? – Yes ☐ No ☐

Name: \_\_\_\_\_  
Mobile Number: \_\_\_\_\_  
Assignment: \_\_\_\_\_  
Assignment Location: \_\_\_\_\_

Roving? – Yes ☐ No ☐

Name: \_\_\_\_\_  
Mobile Number: \_\_\_\_\_  
Assignment: \_\_\_\_\_  
Assignment Location: \_\_\_\_\_

Roving? – Yes ☐ No ☐

Name: \_\_\_\_\_  
Mobile Number: \_\_\_\_\_  
Assignment: \_\_\_\_\_  
Assignment Location: \_\_\_\_\_

Roving? – Yes ☐ No ☐

Name: \_\_\_\_\_  
Mobile Number: \_\_\_\_\_  
Assignment: \_\_\_\_\_  
Assignment Location: \_\_\_\_\_

Roving? – Yes ☐ No ☐





# Outdoor Special Event Emergency Operations Plan (EOP)

**IMPORTANT – PLEASE READ THIS DOCUMENT IN ITS ENTIRETY**

## **EMERGENCY – Dial 911**

Park City Police Dept ----- 435 -615-5500  
(Non-Emergency Number)

Summit County Sheriffs ----- 435-615-3600  
(Non-Emergency Number)

Park City Building Department - 435-615-5100

Park City Emergency Management - 435-615-5911  
(24hr On-Call Number)

Park City Fire Dist ----- 435-940-2500  
(Non-Emergency Number)

Summit County Health ---- 435-333-1500  
(Non-Emergency Number)

Park City Special Events:

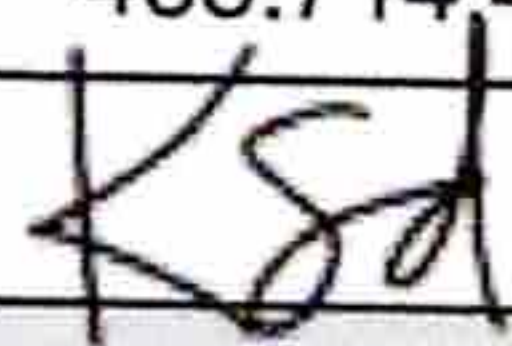
Chris Phinney ----- 435-602-3539

Heather Weinstock ----- 435-659-5945



## GREEN EVENTS CHECKLIST:

Thank you for helping us to preserve Park City's environment!  
We are committed to the preservation and enhancement of the environment for our community and guests.  
Please submit this checklist along with your permit application.  
Contact your Special Event Coordinator for more information or questions.

|                                                                                                                                                                                                                            |                                                                                                                                                                                                             |                                                                                                   |                                                                                                                                                                          |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Name of Event:</b> Park Silly Sunday Market                                                                                                                                                                             |                                                                                                                                                                                                             | <b>Organization/ Business:</b> Park Silly Sunday Market                                           |                                                                                                                                                                          |
| <b>Total Estimated Attendance at Event:</b> 15,000                                                                                                                                                                         |                                                                                                                                                                                                             | <b>Number of Vendors:</b> 180                                                                     |                                                                                                                                                                          |
| <b>Date of Event:</b> 6/1,8,15,22,29, 7/13, 20, 8/31, 9/7,14, 2                                                                                                                                                            |                                                                                                                                                                                                             |                                                                                                   |                                                                                                                                                                          |
| <b>Name of person responsible for overseeing green event practices for your event, including training staff and volunteers in sustainable practices: (recycling, composting, reuse, waste and energy reduction, etc.).</b> |                                                                                                                                                                                                             | Kate McChesney                                                                                    |                                                                                                                                                                          |
| <b>Email Address:</b> kate@parksillysundaymarket.com                                                                                                                                                                       |                                                                                                                                                                                                             | <b>Cell Phone:</b> 435.714.4036                                                                   |                                                                                                                                                                          |
| <b>Signature of Event Producer:</b>                                                                                                                                                                                        |                                                                                                                                                                                                             | <b>Date:</b>  |                                                                                                                                                                          |
| <input checked="" type="checkbox"/>                                                                                                                                                                                        | <b>Standard</b>                                                                                                                                                                                             | <input checked="" type="checkbox"/>                                                               | <b>Extraordinary Measures</b>                                                                                                                                            |
| <input checked="" type="checkbox"/>                                                                                                                                                                                        | Complete Environmental Management Plan and attach as part of the Supplemental Plan for your event.                                                                                                          | <input checked="" type="checkbox"/>                                                               | Use vendors that have an environmental policy, recycle and compost, use local food sources, use energy efficient appliances, or otherwise offset their carbon footprint. |
| <input checked="" type="checkbox"/>                                                                                                                                                                                        | Use electric spider boxes for power needs.                                                                                                                                                                  | <input checked="" type="checkbox"/>                                                               | Eliminate the use of fossil fuels for on site power needs.                                                                                                               |
| <input checked="" type="checkbox"/>                                                                                                                                                                                        | Use sand or other reusable ballasts for securing tents instead of water.                                                                                                                                    | <input checked="" type="checkbox"/>                                                               | Commit to and publicize water conservation efforts at event.                                                                                                             |
| <input checked="" type="checkbox"/>                                                                                                                                                                                        | Recycling is required in all areas of the event. Recycling containers must be paired with trash cans.                                                                                                       | <input checked="" type="checkbox"/>                                                               | Sponsors/Vendors distribute bags, bottles, or serving material made from recycled material, or that can be reused or recycled.                                           |
| <input checked="" type="checkbox"/>                                                                                                                                                                                        | Event Applicant materials printed on at least 30% post consumer recycled paper. Distributed items must be made from recycled materials that can be reused, recycled or reconsumed.                          | <input checked="" type="checkbox"/>                                                               | Event Applicant does not offer printed materials. All promotional materials are available electronically.                                                                |
| <input checked="" type="checkbox"/>                                                                                                                                                                                        | Remind guests to bring their reusable bags and water bottles. Use, sell, or promote reusable bags and water bottles.                                                                                        | <input checked="" type="checkbox"/>                                                               | Event Applicant does not sell or give away plastic bottled water unless the bottle is compostable. (To try using watering stations and reusable containers).             |
| <input checked="" type="checkbox"/>                                                                                                                                                                                        | Reusable banners, eco-friendly promotional material or recycle (i.e., banners into shopping bags).                                                                                                          | <input checked="" type="checkbox"/>                                                               | Use reusable linens instead of paper or plastic table covers.                                                                                                            |
| <input checked="" type="checkbox"/>                                                                                                                                                                                        | Encourage the use of bicycles, buses, shuttles, carpools or other public transit to and from the event. This must be promoted on event website and marketing.                                               | <input checked="" type="checkbox"/>                                                               | Offer a Bike Valet (Summer Events - May through October)                                                                                                                 |
| <input checked="" type="checkbox"/>                                                                                                                                                                                        | Enforce a no idling policy for staff, volunteers, vendors and attendees.                                                                                                                                    | <input checked="" type="checkbox"/>                                                               | Incorporate alternative transportation plans into your event. Supplement City Transit with additional transit options. (This must be approved before implementing).      |
| <input checked="" type="checkbox"/>                                                                                                                                                                                        | Use eco-friendly serving utensils (compostable, plant-based or made from recycled materials) and eliminate the use of regular plastic cups and pre-packaged servings.                                       | <input checked="" type="checkbox"/>                                                               | Provide vegetarian meal options. Be local - offer food or vendor items that are made, grown and produced within 100 miles of Park City.                                  |
| <input checked="" type="checkbox"/>                                                                                                                                                                                        | Be Styrofoam Free!                                                                                                                                                                                          | <input checked="" type="checkbox"/>                                                               | Be Glass Free!                                                                                                                                                           |
| <input checked="" type="checkbox"/>                                                                                                                                                                                        | Prepare food with reusable cutlery and dishes, or products that can be composted.                                                                                                                           | <input checked="" type="checkbox"/>                                                               | Serve food in bulk – (avoid cans, bottles, sugar packets and serve at stations)                                                                                          |
| <input checked="" type="checkbox"/>                                                                                                                                                                                        | Wastewater must be properly disposed of into the sanitary sewer system, i.e., floor sink or mop sink, etc., and it is prohibited to dispose of gray water into the storm sewer or directly onto the ground. |                                                                                                   | Tell us what else you are doing. We love new ideas and solutions!!                                                                                                       |
| <b>For Municipal Purposes</b>                                                                                                                                                                                              |                                                                                                                                                                                                             |                                                                                                   |                                                                                                                                                                          |
| <b>Trash Plan Approved by:</b>                                                                                                                                                                                             |                                                                                                                                                                                                             | <b>Date:</b>                                                                                      |                                                                                                                                                                          |
| <b>Public Works:</b>                                                                                                                                                                                                       |                                                                                                                                                                                                             | <b>Date:</b>                                                                                      |                                                                                                                                                                          |
| <b>Health Department:</b>                                                                                                                                                                                                  |                                                                                                                                                                                                             | <b>Date:</b>                                                                                      |                                                                                                                                                                          |
| <b>Sustainability Department:</b>                                                                                                                                                                                          |                                                                                                                                                                                                             | <b>Date:</b>                                                                                      |                                                                                                                                                                          |





## Park City Permit for Relief of Noise Restrictions

A Permit for Relief of Noise Restrictions is required of any person or company that engages in an activity in violation of Park City Code 6-3. Per the Park City Code Section 6-3-11, applications for a permit for relief from the noise restrictions may be made to the Chief of Police as it pertains to special events, community, or private functions or events. Any permit granted by the Chief of Police, or his/her designee shall contain all conditions upon which the permit has been granted, including, but not limited to, the effective dates, time of day, location, sound pressure level, or equipment limitation and name and contact information for the on-scene officiator. The applicant is required to provide an on-site officiator at the event to ensure compliance with the noise restrictions and be available for contact if there are complaints. Additionally, the applicant is required to provide a map of the event location showing stages, speakers and other sources of noise.

Applicant's Name: Kate McChesney

Phone #: 435.714.4036

Address: PO Box 684229, Park City, UT 84068

Purpose of Activity and description of noise-making activity and equipment:  
Live Amplified Music

Address of Event (property on which noise generating activity will occur): Lower Main Street

Date(s) of Event: 11 Time of Amplified Noise (Include Sound Check): 12pm - 4:45pm

Type of Noise Generated: Music

Estimated Maximum Number of People in Attendance: 250 by stage

Level of Noise Permitted: 75 decibels

I, Kate McChesney, acknowledge and understand Park City Code 6-3 and certify that all information stated above is correct. As the applicant, I will have amplified sound no higher than a decibel limit of 75 between the times of 10am to 5pm (all permits expire at 10:00 PM). Should I violate the terms of the agreement, I will immediately remedy the situation or be subject to the penalties listed below.

Signature:

Date:

2/3/2025

Responsible person who will be attending the event and will be monitoring noise levels:

Onsite Officiator: Kate McChesney or MTM

Phone: 435.714.4036

Please Note:

*The officiator in charge of the event is responsible to monitor and maintain the permissible sound levels spelled out in this permit. Additionally, the officiator is responsible to mitigate complaints received by the Park City Police Department. Failure to mitigate complaints immediately, once brought to the officiator's attention, may result in a criminal citation and/or a revocation of this permit.*



Approved by (PCPD): \_\_\_\_\_

Signature: \_\_\_\_\_

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

The applicant may be required to contact surrounding property owners. When completed, documentation of those contacts (with contact information) shall be provided.

Required Information:

**The following residential property owners have no objection to the type of noise that will occur at the location, and at the date and time, given above:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**The following residential property owners have objection to the type of noise that will occur at the location, and at the date and time, given above:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Please Note: As per Park City Code Section 6-3-4, the Police Department shall be responsible for the administration of these rules and regulations and any other powers vested in it by law and shall make inspections of any premises and issue orders as necessary to effect the purposes of these regulations, and do any and all acts permitted by law that are necessary for the successful enforcement of these regulations.*

*As per Park City Code Section 6-3-14, the Police Department may upon discovery or report of a violation be able to issue a criminal citation for the violation or may file a report with the City Prosecutor's Office for review and issuance of information and summons to court to answer the charges.*

*As per Park City Code Section 6-3-15, any person who is found guilty of violating any of the provisions of these rules and regulations, either by failing to do those acts required herein or by doing a prohibited act, is guilty of an infraction. Each day such violation is committed, or permitted to continue, shall constitute a separate violation. The City Attorney may initiate legal action, civil or criminal, requested by the Department abate any condition that exists in violation of these rules and regulations. In addition to other penalties imposed by a court of competent jurisdiction, any person(s) found guilty of violating any of these rules and regulations shall be liable for all expenses incurred by the Department in removing or abating any nuisance or other noise disturbance.*



## 2025 Summit County Mass gathering Approval for PSSM

The screenshot shows a web browser window with the URL <https://app.civireview.com/lookup/permit>. The browser's address bar and tabs are visible at the top. The page content includes the Summit County Health Department logo and the title "Summit County Health Department Park Silly Sunday Market Mass Gathering". A green notification bar at the top states "Payment successful, an invoice has been sent to you." Below this, the page is divided into sections: "Overview" showing "Status: Active" and "Application Status: Complete"; "Application Reviews" showing a "Review" button and "APPROVED" status; and "Payment Receipts" showing a receipt for "P28J-06847687-N7M0" dated "2/18/2025". A "Messages" section is also present with a placeholder text "Send Summit County Health Department a new message...". The page is powered by Civic Review, with links to Privacy and Terms. The Windows taskbar at the bottom shows the time as 12:31 PM on 2/18/2025.

Summit County Health Department  
Park Silly Sunday Market Mass Gathering

Payment successful, an invoice has been sent to you.

Overview

Status  
✓ Active

Application Status  
✓ Complete

Application Reviews

Review APPROVED

Payment Receipts

P28J-06847687-N7M0 | 2/18/2025

Messages

Send Summit County Health Department a new message...

Powered by Civic Review • Privacy • Terms

**Park Silly Market  
2025 Internal Operations Plan**

**Event Dates:** 11 Sundays - June 1, 8, 15, 22, 29, July 13, 20, August 31, September 7, 14, 21, 2025

**Emergencies Call 911**

**Direct all Police related calls through dispatch unless there is an officer standing next to you.**

**Contact Information:**

|                               |                       |                               |
|-------------------------------|-----------------------|-------------------------------|
| <b>Events</b>                 | Aaron Archie          | 801.641.5505                  |
| <b>Events</b>                 | Chris Phinney         | 435.602.3539                  |
| <b>Parks</b>                  | Giovani Payan         | 385.421.0302                  |
| <b>Parks</b>                  | On Call               | 435.615.4949                  |
| <b>Parking</b>                | Johnny Wasden         | 801.833.3486                  |
| <b>Transit</b>                | Radio On Call (ROC)   | 435.901.4132                  |
| <b>Streets</b>                | On Call               | 435.615.5375                  |
| <b>Building</b>               | Dave Thacker          | 720.354.7842                  |
| <b>Building</b>               | Cherie Wellmon        | 435.659.4130                  |
| <b>Building Maintenance</b>   | On Call               | 435.615.5655                  |
| <b>Police (Internal Only)</b> | Vai                   | 435.731.0740                  |
| <b>Police (Internal only)</b> | Rob McKinney          | 435.659.4701                  |
| <b>TOC</b>                    | Desk Line             | 435.901.4132                  |
| <b>Police Dispatch –</b>      | <b>(435) 615-5500</b> | <b>Emergencies – Dial 911</b> |

The Special Events Department will be available and is scheduled from 6 a.m. to 7 p.m. each Sunday.

**Wednesdays:**

**Special Events Department**

- The Special Events Department will place Main St Closure notifications on Lower Main St Parking Meters.

**Thursdays:**

**Special Events Department**

- The Special Events will pre-place PSSM signage and Bike Barricade.

**Sundays:**

**Special Events Department**

The Special Events Department will place the following event signage.

- 7:00 am - "Drop and Load Only" to be placed on the North/West and North/East sides of Heber.
- 7:30 am - No Left Turn sign to be placed on Deer Valley/Main St entrance.
- 7:30 am - No Right Turn sign to be placed on Deer Valley/Main St entrance.
- 7:30 am - Road Closed sign to be placed at the Deer Valley/Main St entrance.
- 7:40 am - Library Patrons Only sign to be placed at each entrance to the library lot.
- 9:00 am - Residential Only/Main St Parking sign to be placed at the top of Swede Alley/Main St intersection.

- 9:00 am - 13 Bike Barricade to be set up for Ped Management at Heber and Main St intersection.

### **Parking Department**

The Parking Department will place the following event signage.

\*The Permanent Park Ave Residential Only signs between 9<sup>th</sup> St. to 15<sup>th</sup> St. will be used on Market days. No temporary signage will be used in these locations. \*

- 9:00 am - 10:00 am - Residential Only signs will be placed on Hillside/Marsac, Hillside/Chambers, Marsac/Chambers, Marsac/Prospect, Main/King Rd, and Main/Park Ave, intersections by 9:00 am.
- 9:00 am - 10:00 am - No Visitor Parking on Park Ave between 9<sup>th</sup> St and 15<sup>th</sup>. Visitor Parking signs are to be covered on Sundays.
- 9:00 am - 10:00 am - Employee Parking Only in Flagpole, North Marsac, and Gateway parking lots.

### **Police Department**

- 7:00 am - 8:00 pm - Lower Main St.
  - 2 - Foot Patrol Officers, 07:00 to 17:00
  - 2 - Foot Patrol Officers, 11:00 to 20:00
  - Noise Readings will be taken at 12:30 and 3:00.
- 10:00 am - Deer Valley Dr/Park Ave (Box of Rocks)
  - Officer and vehicle will be parked at the Box of Rocks with lights activated to deter non-residential travel southbound on Park Ave.
- 10:00 am - Hillside Ave and Marsac Ave
  - Officer and vehicle parked at Hillside Ave and Marsac Ave intersection with lights activated to restrict downhill travel to residential only. Event Access Pass Required, The Officer will also enforce no left turn on Marsac Ave.
- 7:00 am - 5:00 pm - Police Patrol
  - Assist with clearing cars off of Lower Main St.
  - Patrol will assist with traffic/parking issues near the venue.
- 5:00 pm - 8:00 pm - Police will be stationed at 9<sup>th</sup> Street/Park Ave and Deer Valley/Main St intersection to monitor Park Silly Sunday Market loadout on Lower Main and stop cars from traveling into the venue during loadout.

### **Kane Security Location**

- 10:00 am - 5:00 pm - Located at the crosswalk on Main St/Swede Alley near Grappa intersection to help with Ped management and Residential Access.

### **Streets Department/VMS**

7:00 am - 9:00 am

- Streets will place portable VMS boards at the following locations.
- Location:
  - 224 - by Swoosh artwork.
  - Deer Valley Drive behind Miners Hospital.
  - 248 - West side of the road North of the entrance to Quinn's Sports Complex.
  - 248 - East of Comstock

### **Day of Operations:**

6:30 a.m.

- Special Event staff will arrive onsite and review Lower Main Street for vehicles parked and signage.

- Special Event staff will also call and check in with the Police on any issues from the prior night or evening to be addressed.

7:00 a.m.

- Police will arrive on site. Lower Main St is to remain open until 7:00 am. Transit will plan on the closure of Street/Main to Deer Valley Drive.
- The Police are in charge of calling for a “Relocate” tow if any cars remain on the street. Cars should be relocated to FLAGPOLE LOT.
  - Police will notify the Parking Department and Special Events when they call for a “re-locate tow”. Parking will ticket vehicles relocated to cover the “re-locate tow” charges.

9:00 am - 10:00 am.

- In coordination with the PSSM, the Police will call for a hard closure of Lower Main St for the duration of the event.
- PSSM will install bollards on Lower Main St. locations. See Google map.
- PSSM staff is also in charge of bollard de-installation at the end of the event.
- Until the Police call Hard Closure at 9:30 a.m., an exit for cars at Heber and 9<sup>th</sup> Street needs to remain open
- Police will notify Transit/TOC and Dispatch when Lower Main St is in hard closure.
- Each Department is responsible for reviewing the Bollard Protocols and making sure staff is equipped with keys in case of an emergency removal. Keys have been provided by Mike McComb.

10:00 a.m. - 11:30 a.m.

- The Fire Marshall/Building Department will perform a Fire Permit inspection walk-through of Lower Main St. focused on participating vendors. The Fire Marshall will work to ensure compliance with ADA, Fire, and Building Codes for temporary items outside. Special Events will join Fire Marshall for PSSM walk-throughs.
- The on-call Fire Marshall will be contacted for code enforcement issues throughout the day.

7:00 a.m. - 5:00 p.m.

- Special Events will work with Parking to ensure all signage for the event is correctly placed.
- Parking, Police, and Special Events will monitor traffic patterns. Any Traffic mitigation will be implemented as needed.
- Parking will monitor parking areas and report the % parking occupancy out on the Slack app. If the parking % in surface lots and China Bridge reaches 80% of occupancy, the Transportation Operations Manager will determine the needed VMS messaging as well as the need for parking availability messaging on Text/Social Media.
- Any traffic complaints shall be reported to the Police, the Transportation Operations Manager, and Special Events.
- Any parking complaints shall be reported to Parking and Special Events.
- Noise Complaints must be reported through Dispatch. The Police Department will then respond with a noise meter. A noise variance is permitted up to 75 dbls. within Park Silly Sunday Market venues.

5:00 pm

- PSSM staff will communicate with the Police when Lower Main St. is ready to be re-opened and will start to remove the bollards.
- Police will be stationed at 9<sup>th</sup> Street/Park Ave and Deer Valley/Main St intersections to monitor Park Silly Sunday Market loadout and stop cars from traveling into the venue.
- Police will notify TOC/Transit when Lower Main St. is re-opened.



- The Special Events Department will monitor loadout with the Police.

### **Next Day (Mondays)**

9:00 am

- Special Events will drive Lower Main St. to ensure all event equipment has been removed.
- Special Events will contact PSSM directly if there are issues to address.

12:00 pm

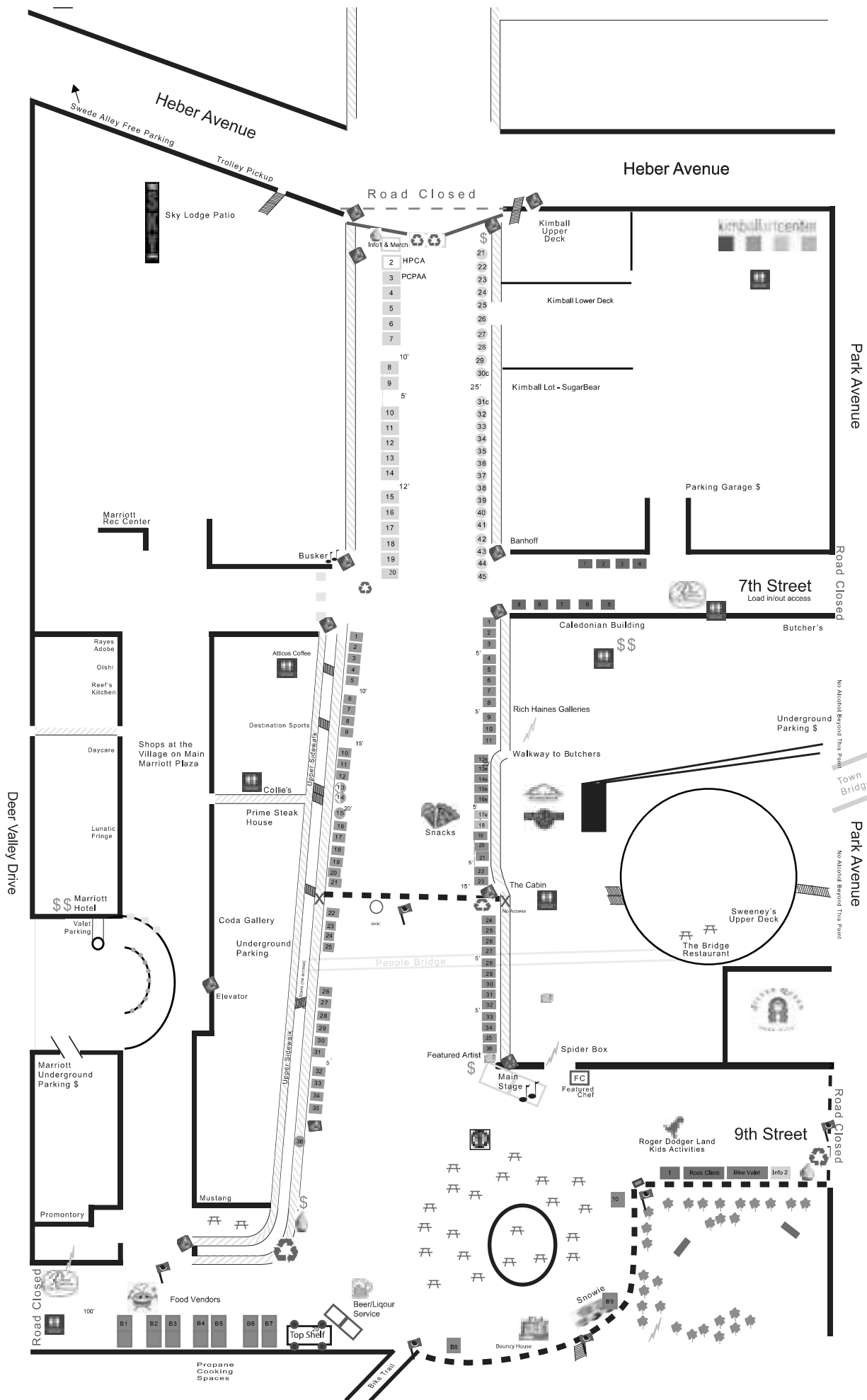
- All signage and bike barricades need to be removed.

Monday EOD

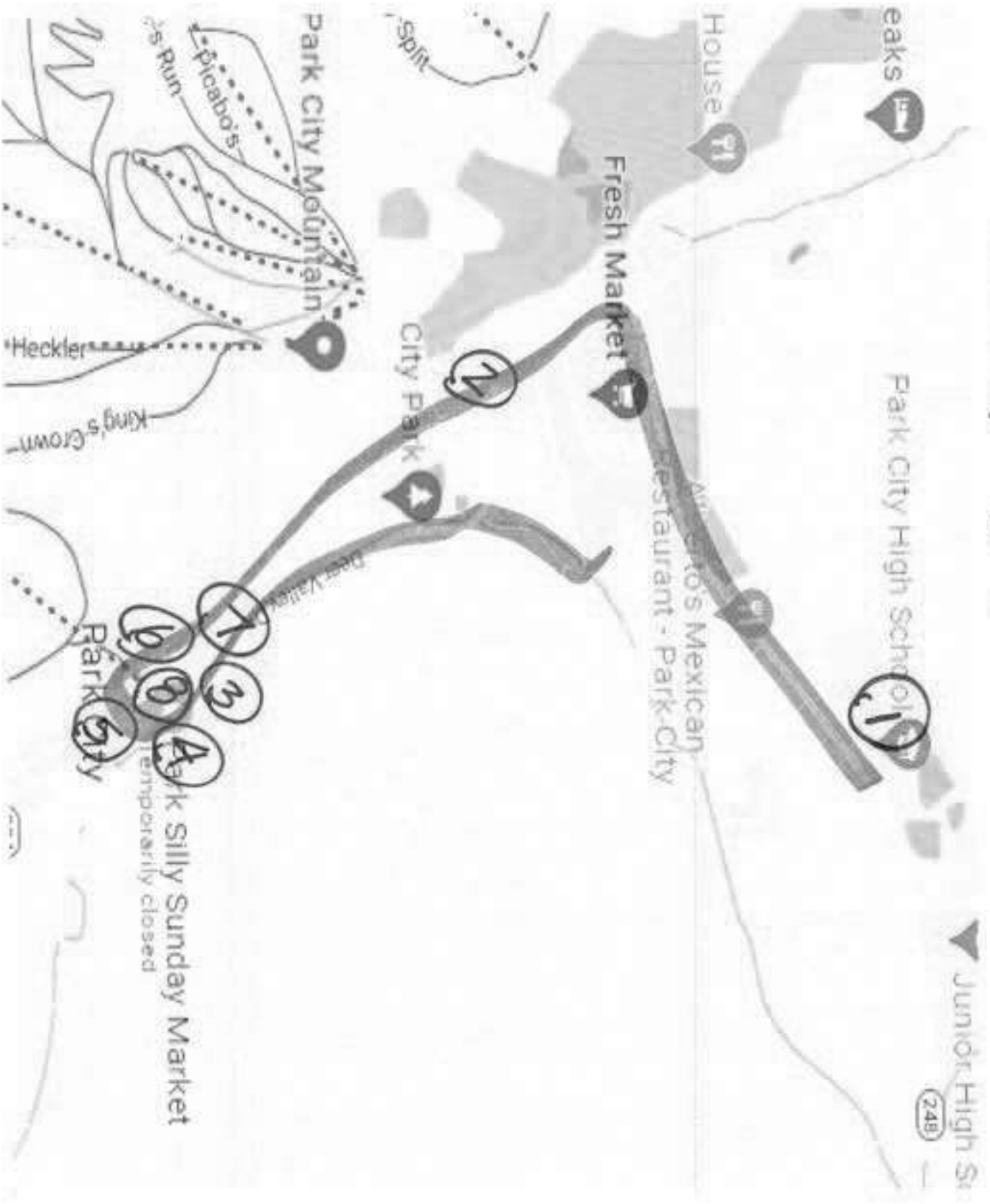
- Send Phinney/Archie any issues or concerns that will need to be addressed prior to the next Market event day.

Tuesday 12:00 pm

- PSSM will send a “Measures of Success” report to the Special Events Department for review. Any challenges or problems will be addressed prior to the next Market event day.



# Park Silly Signage Plan



| Drop | Location               | Sign                                                                                |
|------|------------------------|-------------------------------------------------------------------------------------|
| 1    | High School            | Market Parking                                                                      |
| 2    | Welcome to PC Sign     | Park Silly Today                                                                    |
| 3    | DV Drive & Main St     | VIP Potty                                                                           |
|      |                        | No Main St Access                                                                   |
| 4    | Transit Station        | Farmers Market                                                                      |
| 5    | Heber & Main           | (2) Farmers Market                                                                  |
|      |                        | Information Booth                                                                   |
| 6    | Park Ave & 7th         | Road Closed<br>Restroom<br>Restroom / First Aid<br>No Left/Right Turn<br>Zero Waste |
| 7    | DABC Line              | Zero Waste                                                                          |
|      |                        | (7) Red Barriers                                                                    |
|      |                        | No Alcohol                                                                          |
| 8    | Park Ave & 9th & Stage | (1) Red Barriers                                                                    |
|      |                        | (9) Silver Barriers - Bar                                                           |
|      |                        | No Left/Right Turn                                                                  |
|      |                        | (2) Zero Waste                                                                      |
|      |                        | (4) No Alcohol                                                                      |
|      |                        | Road Closed                                                                         |
|      |                        | Wristband                                                                           |
|      |                        | Restroom                                                                            |































Type of License: Level Four  
Event Name: 2025 Park Silly Sunday Market  
Event Date(s): 11 Sundays, June 1, 8, 15, 22, 29; July 13 and 20; August 31; and September 7, 14, 21, 2025.  
Event Location: Lower Main Street between Heber Ave, 9<sup>th</sup> Street and Deer Valley Drive  
Permittee: Park Silly Sunday Market  
Contact Person: Kate McChesney, Executive Director Park Silly Sunday Market  
Approved By: City Council of Park City  
Approval Date: April 24, 2025

The Park Silly Sunday Market is to be held on Lower Main Street (from Heber Avenue to 9<sup>th</sup> Street) on 11 Sundays: June 1, 8, 15, 22, 29; July 13 and 20; August 31; and September 7, 14, 21, 2025, from 10:00 a.m. to 5:00 p.m. Use Areas, Operations Plans, Transportation and Parking Plans, Insurance, and Hold Harmless Waiver shall be attached to this permit as an exhibit and finalized no later than May 31, 2025. This Level Four Special Event Permit has been issued under the Park City Municipal Code Section 4A based on the following Findings of Fact, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. Park Silly Sunday Market is a Level Four Special Event. The event is a unique cultural and entertainment activity, held for non-profit purposes, occurring for a limited duration, using and impacting City property, requiring licensing and services beyond the normal scope of business, and creating public impacts through the following:
  - a. Interruption of the safe and efficient flow of transportation in Park City including public rights of way, which may include minimal impacts on streets or sidewalks necessary for pedestrian movement;
  - b. Use of public property and facilities;
  - c. Use of City parking facilities;
  - d. Need for public safety beyond their normal scope of operations;
  - e. Requires licensing and services beyond the normal scope of business; and
  - f. Temporary events that do not normally occur within the permitted venue use.
2. Park Silly Sunday Market is a Level Four event due to:
  - a. Attendance at one time during the event is estimated to be 50 - 5,000 people and the event is in a non-consecutive series;
  - b. Creates moderate to major impacts to the surrounding area and cannot be held within the existing venue or use areas;
  - c. Has moderate transportation needs including removal of parking, requires a transportation mitigation plan, requires offsite parking plan, road closures, moderate to major residential transportation mitigation, and requires increased Park City Transit or a transportation provider; and
  - d. Requires public safety staffing needs beyond their normal operations including moderate support in the venue and moderate transportation mitigation and public safety personnel.
3. Park Silly Sunday Market is a Community Identifying Event as it:
  - a. Honors Park City's unique community goals and enhances the goodwill that features authentic local culture, including making ties to the people, places, and history of Park City. It is not an outside event that simply partners with local organizations and businesses to check a box.
  - b. The event aligns with the City Council's top priority of transportation, as well as the social equity and environmental sustainability lenses.
  - c. Attendance is targeted primarily at local participation from Park City and Summit County residents, businesses, and employees. The Permittee does not conduct any marketing and is not



in a growth model to bring attendance from outside of Summit County.

d. The event is free and affordable for local Park City and Summit County attendance.

e. The event offers free and affordable options for underserved populations.

4. The events will end by 5 p.m. each Sunday, and Main Street shall be reopened to traffic and parking by 7:00 p.m., except for September 21, when the street shall be reopened by 8:00 p.m. The Permittee is responsible for organizing and managing load-in and load-out for each vendor, as well as for ensuring that traffic in the area continues to move during this high-traffic time. The Permittee is responsible for establishing and following parking plans for vendors. The Permittee will have volunteers and hired security personnel as well as the help of Park City Police Department to ensure the efficiency of pedestrian management at the intersection of Heber and Main, and traffic, transportation, and public safety throughout the event.
5. The Permittee estimates overall attendance in 2025 will be 200,000. This includes 1,200 people spread out over a 4-block radius at any one time, and an average of 15,000 people over the course of the day. The Permittee shall work with staff to address the challenges and opportunities created by higher attendance, working to maintain public safety, health, and welfare, as well as minimizing traffic and transportation impacts to the City.
6. The Permittee has secured permission from the school district to use the parking areas at the Schools on Kearns Blvd. (Hwy. 248). The Permittee will use the City's current transit schedule for attendees that use this lot.
7. The Permittee plans to use the Richardson Flat Park and Ride as the main offsite parking area for Market days.
8. The Permittee has secured additional private shuttle transit to augment the City's transit service on the expected heavy attendance days on July 20 and August 31, 2025.
9. The Permittee is working with the Park City Parking Services Department on the nonexclusive use of City parking lots for vendors and market attendees. Vendors are not permitted to park on Park Avenue, and ticketing and towing will be enforced by the Park City Parking and Police Departments.
10. The Permittee has established a weather and emergency plan and will train staff and volunteers on the plans. The Permittee has established these plans to maximize the safety of event attendees, volunteers, staff, and the general public. There are no weather dates for the event, but the Permittee is aware that weather could interfere with the event's proposed activities. In the case that the event is canceled due to dangerous weather conditions, the Permittee will notify the public and event participants. The Permittee understands that Park City Special Events, Police, Fire, Building Official/Fire Marshal, and Emergency Management have the right to cancel or postpone the event at any time due to weather or emergency conditions.
11. The events associated with the Park Silly Sunday Market will not require the diversion of so great a number of police, fire, or other essential public employees from their normal duties as to prevent reasonable police, fire, or other public services protection to the remainder of the City.
12. The concentration of persons, vehicles, or animals will not unduly interfere with the movement of police, fire, ambulance, and other emergency vehicles on the streets or with the provision of other public health or safety services. Park Silly Sunday Market agrees to work in good faith with the City and Summit County Health Department to develop and implement health protocols and conduct businesses consistent with Utah requirements.
13. The size of the crowd and nature of the event will not create an imminent possibility of violent disorderly conduct likely to endanger public safety or cause significant property damage.
14. The Permittee has been working with City Staff and applicable departments to address all event concerns. The Permittee demonstrates an ability and willingness to conduct the event pursuant to the terms and conditions of PCMC 4A-2-4(I) and has not failed to conduct a previously authorized event in accordance with the law or terms of a license.
15. Park Silly Sunday Market, at their cost, will ensure that the bollards are installed and removed every week of the Market. They will coordinate with Public Safety for installation and removal.
16. Staff finds Park Silly Sunday Market is meeting the Measures of Success, is consistent with the measures as outlined in the Special Event City Services Agreement as entered into on March 26, 2024, and supports the Council's goal of creating a complete community that values economic diversity, arts, and culture, and aligns with the goals as outlined in the Park City General Plan. This event creates a community gathering place; encourages and supports the Historic Main Street Alliance and Park City Businesses; and encourages local and regional tourism by supporting continued Main

Street vibrancy. The event creates a complete community through its core values and partnerships in Park City with both businesses and the community as a whole and provides diversity and uniqueness. The event furthers Park City's role as a world-class, multi-seasonal community while maintaining balance with our sense of community.

#### Conclusions of Law:

1. The application is consistent with the requirements of the Park City Code, Title 4A.

#### Conditions of Approval:

1. The Permittee, at its cost, shall incorporate such measures as directed by Staff to ensure that any safety, health, or sanitation equipment, and services or facilities reasonably necessary to ensure that the event will be conducted with due regard for safety are provided.
2. A fire lane approved by the Fire Marshall will be maintained to provide access across Heber Avenue and Main Street at all times of Market operation. The City shall provide signage to indicate closures and detour options.
3. Under [section 6-3-11](#) of the Park City Code, a permit for relief from the noise restrictions based on undue hardship has been made to the Chief of Police. The Permittee has been granted a permit for relief from the noise restrictions by the Chief of Police not to exceed 75 decibels between the hours of 12:00 p.m. and 5:00 p.m. No amplified sound shall occur before 12:00 p.m. (noon). The Permittee shall work to orient noise activities to minimize sound impacts on the neighboring residents, businesses, and public facilities. The Park City Police Department may investigate any complaints. If asked by the Park City Special Events or Police Department, the Permittee shall turn the noise down to mitigate noise concerns from surrounding residents, businesses, or public facilities.
4. The Permittee's use of barricade and signage will be in accordance with the Manual of Uniform Traffic Control Devices (MUTCD) for the duration of the event.
5. The Permittee is required to provide supplemental documents including a Transportation and traffic control plan, Contingency plans, Site Identification, and a detailed map showing specifics of event operations as described in section 4A-2-7. Such documents shall be reviewed and approved no later than one month before the start of the event with conditions administratively by the Special Events Manager in coordination with the Chief of Police, Transportation Manager, and Chief Building Official.
6. The Permittee shall return to the City Council and give a mid-season and end-of-season review for the 2025 market season.
7. The Permittee shall indemnify and hold the City and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Permittee's use of the facility/area or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Permittee; and provided further, that nothing herein shall require the Permittee to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. The Permittee expressly agrees that the indemnification provided herein constitutes the Permittee'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 Permittee claims or recovers compensation from the City for a loss or injury that Permittee 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.

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

- The Permittee shall maintain commercial general liability insurance on a primary and non-contributory basis in comparison to all other insurance, including the City's own policies of insurance, for all claims against the City. The policy must be written on an occurrence basis with

limits not less than \$2,000,000 per occurrence and \$4,000,000 aggregate for personal injury and property damage. Upon request of the City, the Permittee must increase the policy limits to at least the amount of the limitation of judgments described in Utah Code § 63G-7-604, the Governmental Immunity Act of Utah (or successor provision), as calculated by the state risk manager every two years and stated in Utah Admin. Code R37-4-3 (or successor provision).

- The Permittee shall maintain automobile liability insurance with a combined single limit of not less than \$2,000,000 per accident for bodily injury and property damage arising out of the ownership, maintenance, and use of owned, hired, and non-owned motor vehicles. This policy must not contain any exclusion or limitation with respect to the loading or unloading of a covered vehicle.
  - The Permittee shall maintain workers' compensation insurance with limits not less than the amount required by statute, and employer's liability insurance limits of at least \$1,000,000 each accident, \$1,000,000 for bodily injury by accident, and \$1,000,000 each employee for injury by disease. The workers' compensation policy must be endorsed with a waiver of subrogation in favor of "Park City Municipal Corporation" for all work performed by the Permittee, its employees, agents, and Subcontractors.
  - The insurance limits required by this section may be met by either providing a primary policy or in combination with an umbrella / excess liability policy(ies). To the extent that umbrella/excess coverage is used to satisfy the limits of coverage required hereunder, the terms of such coverage must be following form to, or otherwise at least as broad as, the primary underlying coverage, including amending the "other insurance" provisions as required so as to provide additional insured coverage on a primary and non-contributory basis, and subject to vertical exhaustion before any other primary, umbrella/excess, or any other insurance obtained by the additional insureds will be triggered.
  - Each policy and all renewals or replacements, except those policies for Professional Liability, and Workers Compensation and Employer's Liability, must name City (and its officers, agents, and employees) as additional insureds on a primary and non-contributory basis with respect to liability arising out of work, operations, and completed operations performed by or on behalf of the Permittee.
  - The Permittee waives all rights against City and any other additional insureds for recovery of any loss or damages to the extent these damages are covered by any of the insurance policies required under this Agreement. The Permittee shall cause each policy to be endorsed with a waiver of subrogation in favor of the City for all work performed by the Permittee, its employees, agents, and Subcontractors.
  - All required insurance policies must be issued by insurance companies qualified to do business in the state of Utah and listed on the United States Treasury Department's current Department of Treasury Fiscal Services List 570 or having a general policyholders rating of not less than "A-" in the most current available A.M. Best Co., Inc.'s, Best Insurance Report, or equivalent
  - Should any of the Permittee's required insurance policies under this Agreement be canceled before the termination or completion of this Agreement, The Permittee must deliver notice to the City within 30 days of cancellation. City may request and the Permittee must provide within 10 days certified copies of any required policies during the term of this Agreement.
  - Notwithstanding anything to the contrary, if the Permittee has procured any insurance coverage or limits (either primary or on an excess basis) that exceed the minimum acceptable coverage or limits set forth in this Agreement, the broadest coverage and highest limits actually afforded under the applicable policy(ies) of insurance are the coverage and limits required by this Agreement and such coverage and limits must be provided in full to the additional insureds and indemnified parties under this Agreement. The parties expressly intend that the provisions in this Agreement will be construed as broadly as permitted to be construed by applicable law to afford the maximum insurance coverage available under the Permittee's insurance policies.
  - In specifying minimum Permittee insurance requirements, the City does not represent that such insurance is adequate to protect the Permittee from loss, damage, or liability arising from its work. The Permittee is solely responsible to inform itself of types or amounts of insurance it may need beyond these requirements to protect itself.
8. All plans for tents, stages, and other temporary structures as well as flammable materials shall be submitted to the Building Department for review and permitting no later than Thursday at 5:00 p.m. previous to each market week.
9. The Permittee is required to provide a sufficient number of traffic controllers, signs, and other equipment as required by the City, not limited to barriers, fencing, traffic devices, monitors for crowd

control and safety, and such measures as directed by City, County or State Staff in order to ensure that any safety, health, or sanitation equipment, services or facilities reasonably necessary to ensure that the event will be conducted with due regard for safety and the environment, adequate offsite parking and traffic circulation in the vicinity of the event and other services or facilities as necessary to ensure compliance with City ordinances in a plan approved by the Transportation Director, Chief of Police and Chief Building Official in accordance with the Transportation Demand Management Plan, Park City Risk Assessment and International Building and Fire Code.

10. All third-party approvals including the Park City School District, Summit County, and State permit approvals required for this event shall be secured by the Permittee by the Thursday prior to each weekly market and submitted to the Special Events Department.
11. The Permittee is required to submit an Emergency Operations plan to be approved by the Chief of Police and the City's Emergency Manager. The Park City Special Events, Police, Fire, Building Official/Fire Marshal, and Emergency Management have the right to cancel the event upon any condition, violation, or weather that jeopardizes life, safety, or property.
12. The Permittee will provide a vendor list and sign plan for the event by May 22. All handouts, flyers, banners, and other signage shall comply with Park City Municipal Code 12-12.
13. The Permittee will extend its operational time by one hour on September 21, 2025, for Silly Fest. The Permittee has requested and the City has approved a stage with a band and beer garden that will remain open until 6:00 p.m. on this date. Clearing and reopening of Main Street will happen no later than 8:00 p.m.
14. Estimated City Services in 2025 are estimated at \$75,400. Changes in City Service fees shall be reported at the mid-season and end-of-season review. There is no cash payment from the City to the Permittee for this event.
15. The Permittee will provide vendor license plate numbers to the Parking Services Department no later than 10:00 a.m. each Sunday. This is to help ensure that vendors are parking in vendor parking areas.
16. The Permittee shall report zero waste statistics in pounds for the 2025 season as to allow for comparison to the previous year.
17. The Permittee shall maintain an 80% diversion rate during the event and report annually on recycling, compost, and glass diversion in pounds.
18. The Permittee shall maintain the following vendor types at no more than: Twelve (12) Jewelers and Twelve (12) On-site Food and Snack Food Vendors per market. Importers are not allowed in the market.
19. The Permittee shall have non-exclusive use of the upper and lower Sand Ridge Parking Lots, as well as the Top of China Bridge for Vendor and Staff Parking. Vendors will pay any parking fees that apply to public parking areas. The Permittee shall prohibit vendors from parking on Park Avenue. Any vendors that park on Park Avenue or Flagpole Lot are subject to ticket and tow by Park City parking and police department.
20. The Permittee has coordinated with the Fire Marshall and Public Safety Personnel regarding the placement of emergency staff and equipment and anticipates that Fire and EMS will be staged on 7th Street.
21. The Permittee shall have a deadline of the first of the month of each month of the Market for all Historic Park City Association vendor requests as pertains to the Vendor Mix requirements. Any unfilled dates for the month that are not fulfilled by the deadline will be filled by other vendors as pertains to the Vendor Mix requirements, and subsequently on the first of each month through September 1, 2025. Any vendors who are scheduled and fail to notify the Permittee staff before 5:00 p.m. on the Thursday before the scheduled Sunday will receive a bill for a \$150.00 cancellation/no-show fee. For HPCA - the next scheduled HPCA member will not be permitted to participate or load in if the cancellation/no-show fee has not been paid. The Permittee vendors, who do not pay the fee, will not be permitted to return until the fee has been paid.
22. The Permittee shall provide the Utah State Tax Commission and the City with a list of all participating vendors containing the following information: Name, address, and contact information and its Utah State Tax Identification number. The Permittee shall also provide a list of all participating not-for-profit organizations. Consistent with City Services Agreement, section 2.5(7), concessions directly related to the event do not require a business license, The Utah State Tax Commission requires a Temporary Special Events Sales Tax License. Each Vendor is responsible for acquiring a Utah State Tax ID Number from the Utah State Tax Commission. The Permittee shall require all participating vendors to provide and display their Special Event Permit provided by the State of Utah Tax Commission.
23. The Permittee shall aggressively market alternative transportation options including bus, bike, walk,



and carpooling. They guarantee to host a Bike Valet at each Market to help with bike parking and actively report those numbers.

24. The Permittee is responsible for securing all City, County, and State permit approvals required for this event by May 31, 2025, and submitted to Park City Municipal Corporation.
25. The approval identification provided with the approval of this permit must be in possession of the Permittee at all times and must be made available for inspection when requested by governmental authorities. The Permittee is responsible for providing a schedule of events and access to any site for purposes of Code Enforcement or public safety as outlined by Park City municipal code 4A-2-4.

PASSED AND APPROVED this Thursday, the 24<sup>th</sup> day of April 2025.

PARK CITY MUNICIPAL CORPORATION

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City Manager, Matt Dias

Attest:

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City Recorder

Approved as to form:

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City Attorney's Office

DRAFT

## Exhibit C: PSSM Analysis

### 2025 Park Silly Sunday Market (PSSM) Supplemental Summary and Analysis

Dates: PSSM will be held on 11 Sundays, including June 1, 8, 15, 22, 29; July 13, 20; August 31; and September 7, 14, 21, 2025. No Market will be held on July 6, 27; August 3, 10, 17, 24, 2025.

Parking rates: for the 2025 Market will be \$9/hour with a max of \$40/day during the event.

Sustainable Efforts: As per section D.9.2.e of the [Special Event City Services Agreement](#): PSSM will work with Park City on the reduction of the Market's carbon footprint, which will include:

- Identify a staff position that will be in charge of managing waste and for day-of contact and support.
- Create a consistent plan to report and track waste diversion rate for landfill waste, recycling, glass, and compost by pounds. Provide a plan to increase and report on the diversion rate annually compared to the previous two years.
- Recycling is required for all event areas. All trash cans must also have a recycling container.
- Create a plan to increase annually the use of reusable or recyclable event materials (banners, signage, brochures, etc.).
- Eliminate single-use plastic bags and use of Styrofoam. PSSM will require recyclable bags/packaging for all artists and vendors.
- Enforce No Idling policy for vendors, staff, and attendees. Include a contact person who will oversee this enforcement.
- PSSM participates in and provides guidance as well as staff/equipment resources to other events as available.

#### Noise and Noise Monitoring:

- Noise cannot be above 75 decibels between 12 p.m. and 5 p.m. No amplified noise may occur before noon.
- Staff will monitor the stage sound levels during the Market to ensure compliance with the Park City Municipal Code. PSSM has requested relief from noise restrictions from the Park City Police Department as allowed under [6-3-11 Relief from Restrictions](#) and required in section B.2.5.3 of the City Services Agreement.

#### Working Group:

- Working Group will continue for the 2025 Season, as part of the Supplemental Plan approval.
- Staff believe the working group meetings are important and work well, as they allow Market staff, City Staff, Council Representatives, and Historic Park City Alliance (HPCS) time to experience the market, increase communications and transparency, and address challenges and solutions.

#### Hours:

The PSSM will continue to operate from 10:00 a.m. to 5:00 p.m. Set up is to begin no earlier than 6:00 a.m. and the street will be cleared and available for parking no later than 7:00 p.m. on each market day.

#### Hours Exception:

The PSSM requests to extend the close of the Market by one hour on September 21, 2025, for Silly Fest. The PSSM is requesting to have the stage with a band until 6:00 p.m. and for the beer garden to remain open until this time as well. Clearing and reopening of the street will happen no later than 8:00 p.m. Park Silly Sunday Market is asking for this extension of hours which is consistent with allowances in Section B.2.2, in which Park City shall consider expanded hours and special holiday late closures (Opening Day, Holiday Weekends and Silly Fest). This has been approved in past

## Exhibit C: PSSM Analysis

years.

### City Service Fees:

| City Service Fee                          | Estimate        |
|-------------------------------------------|-----------------|
| Special Event Permit - Level 4 - CIE Rate | \$384           |
| Building Permits                          | \$120           |
| Parking Removal                           | \$8,096         |
| Banner Installation                       | \$700           |
| Public Safety Personnel                   | \$61,200        |
| VMS & barricades/equipment                | \$4,400         |
| Communications and Outreach               | \$500           |
| <b>Total City Service Fee Estimate</b>    | <b>\$75,400</b> |
|                                           |                 |

### Transportation Impacts:

PSSM will work with Park City to review and create an incentive program for attendees who take alternative modes of transportation. This will include the addition of a bike valet located close to the event. Work with Park City to track alternative forms of transportation to the event as an absolute number and a percentage of event attendees. PSSM and Park City will coordinate to lessen vehicle impacts and report on data trends including bike valet, transit ridership, parking counts, and traffic counts annually.

### HPCA Vendor Cancellation & Date Requests:

As in 2024, HPCA members who are scheduled and fail to notify PSSM staff before 5:00 p.m. on the Thursday before the scheduled Sunday will receive a bill for a \$150.00 cancellation/no-show fee.

The next scheduled HPCA member will not be permitted to participate or load in if the cancellation/no-show fee has not been paid. This change was made to encourage those HPCA vendors who sign up to show up and prevent holes or last-minute changes to the vendors on the day of the market.

The deadlines for HPCA vendor date requests will remain the same as last year. The deadline for all HPCA requests is May 1, 2025. Any unfilled dates for June that are not reserved by the HPCA May 1 deadline, will be opened to be filled by other at-large vendors as pertains to the Vendor Mix requirements, and subsequently on the first of each month through September 1.

### Vendor Mix

PSSM regulates its vendor mix to mitigate potential adverse impacts to brick-and-mortar Main Street Businesses. As outlined in the requirements of the City Services Agreement, the 2025 vendor mix is included below.

No more than twelve (12) on-site food vendors and twelve (12) jewelers at each market. No importers are allowed.

### Parking & Residential Mitigation:

Permanent 'residential parking only' signs in the Old Town Area will be monitored to reduce traffic in Old Town residential areas. Additionally, the west side of Park Avenue between 9<sup>th</sup> Street and 11<sup>th</sup>

## **Exhibit C: PSSM Analysis**

Street will be resident-only parking. Parking will be removed on Heber Ave to help Transit and pedestrians move safely through the intersection of Main Street and Heber Ave.

To increase coordination, PSSM continues to require their vendors to submit license plate numbers to the Parking Services staff to help identify vendors who are parked outside of the designated vendor parking areas located at the Upper and Lower Sandridge parking lots and top-level of China Bridge. Oversized vehicles cannot be parked in China Bridge. All vendors are responsible for paying parking rates as posted. PSSM will submit updated vendor plate numbers to the Parking Services Department each Sunday no later than 10 a.m.

### Department Coordination:

PSSM has worked with Staff to set meetings with Public Safety as well as Building, Streets, Parks, Building Maintenance, and Transportation to ensure that operations are well coordinated. At this time, Staff does not anticipate any changes to the Public Safety or Parks & Maintenance logistics. As staff continues to coordinate and implement City-wide transportation standards and increased mitigations, PSSM has agreed to help implement these changes. Staff will report on this at the mid-season review.

### Community Engagement Outreach:

Staff and PSSM will work in conjunction to notify Old Town residents and the general public of the market activities as well as parking and transportation changes. This could involve the use of the PCMC event text alert and VMS messaging systems. Additionally, staff will perform outreach to Main Street merchants and Old Town residents in mid-May regarding all summer events.



## Exhibit C: PSSM Analysis

| Park Silly Sunday Market – 2025 Season Preview<br>Measures of Success                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <b>Legend</b><br>S – Succeeding in meeting Contracted<br>I - In progress / Meeting Requirements<br>U – Unsatisfactory - Not meeting |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|
| <b>Requirements</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                     |
| <b>Vendor Mix</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                     |
| Jewelers (allowed per week maximum)<br>i. 2025- 12                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>Notes:</b><br>Requirements are currently being met                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | I                                                                                                                                   |
| On-site Food Vendors & Snack food Vendors (per week maximum)<br>i. 2025 - 12                                                                                                                                                                                                                                                                                                                                                                                                 | <b>Notes:</b><br>Requirements are currently being met                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | I                                                                                                                                   |
| PSSM will invite two (2) HPCA representatives in the jurying of jewelry vendors.                                                                                                                                                                                                                                                                                                                                                                                             | <b>Notes:</b><br>The requirement was met by PSSM.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | S                                                                                                                                   |
| PSSM will coordinate three (3) working group meetings with the HPCA and PCMC to identify possible conflicts and/or issues with vendor mix.                                                                                                                                                                                                                                                                                                                                   | <b>Notes:</b><br>Meeting dates have been selected by HPCA, PSSM, and the City                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | I                                                                                                                                   |
| PSSM will provide the City with a list of vendor classification definitions along with preference criteria for vendor mix.                                                                                                                                                                                                                                                                                                                                                   | <b>Notes:</b><br>Requirements have been provided and met.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | S                                                                                                                                   |
| <b>Parking / Traffic / Pedestrian Management</b>                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                     |
| Create an event parking plan<br>i. Identify vendor vehicles with license plate identification.<br>ii. Identify public parking locations both in Old Town/Main Street along with alternative parking areas.<br>iii. Identify locations where parking will be removed to provide space for the event and mitigate the impacts of the event<br>iv. Continue increased communication between departments and PSSM to encourage parking of vendors in suggested vendor locations. | <b>Notes:</b><br>PSSM continues to work with Staff & private parking garages to park vendors in appropriate areas. A resident parking area has been established and is being enforced along the west side of Park Ave.<br><br>Parking Enforcement continues to communicate with the residents to resolve parking concerns during the Park Silly Sunday Market. This increase in fees for parking in China Bridge and other areas will be monitored. An update will be given to council at the Mid-Season review. Parking fees for China Bridge are planned to be \$9/hr. with a \$40 max/day. | I                                                                                                                                   |
| Work with Special Events and Transit to get alternate transportation messaging out with:<br>i. Co- Co-messaging with PC Transit Dept.<br>ii. PSSM will create and implement different methods of informing the public (PSAs, print ads)<br>iii. Create and implement a program encouraging non-motorized forms of transportation to the market.<br>ix. Addition of Shuttle Service on expected heavy attendance days – July 20, and September 7, 2025.                       | <b>Notes:</b><br>While PSSM does not perform any paid marketing. Social media will focus on transportation alternatives including City transit, bikes, or walking to attend.                                                                                                                                                                                                                                                                                                                                                                                                                  | I                                                                                                                                   |
| Submit a Sign Plan to Staff at the time of the Supplemental Plan containing the following:<br>i. Locations<br>ii. Size & Type<br>iii. Message<br>iv. Placement and removal times                                                                                                                                                                                                                                                                                             | <b>Notes:</b><br>Requirements are currently being met                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | I                                                                                                                                   |
| Work with the City to create a pedestrian management plan that addresses the crossings of Heber/Main and Swede Alley                                                                                                                                                                                                                                                                                                                                                         | <b>Notes:</b><br>PSSM is responsible for Pedestrian Management at Heber and Main                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | I                                                                                                                                   |
| <b>Market Set-Up and Inspections</b>                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                     |
| a. Weekly notification to staff of footprint or operational changes                                                                                                                                                                                                                                                                                                                                                                                                          | <b>Notes:</b><br>Staff is working with PSSM to ensure that requirements are met.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | S                                                                                                                                   |
| b. Location of interior sponsor signs                                                                                                                                                                                                                                                                                                                                                                                                                                        | <b>Notes:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | I                                                                                                                                   |

## Exhibit C: PSSM Analysis

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|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Requirements are currently being met                                                                                                                  |  |
| <b>Street Cleaning and Trash Removal</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                       |  |
| a. Pre-meet with the City's Street Department to create a street cleaning and trash removal plan.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <b>Notes:</b><br>Requirements are currently being met                                                                                                 |  |
| b. Meet with the Street Department two (2) additional times throughout the summer to address any issues with the plan.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>Notes:</b><br>Will meet during the 2025 Market Season – dates TBD                                                                                  |  |
| <b>Coordination with PCMC and HPCA</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                       |  |
| a. PSSM will schedule monthly "Working Group" meetings from June through September                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <b>Notes:</b><br>Meetings have been scheduled and placed on calendars.                                                                                |  |
| c. PSSM will schedule a weekly market walk-through with City representatives                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <b>Notes:</b><br>PSSM and the City have scheduled the weekly meetings.                                                                                |  |
| d. PSSM will supply the City Representatives with weekly reports containing the following.<br>i. Estimated attendance<br>ii. Zero Waste statistics<br>iii. Breakdown of the number of vendors and types<br>iv. Provide a list of other sustainable efforts throughout the event.<br>v. PSSM to participate in and provide a list of City functions related to Green Event management that they participate in, as well as a list of non-profits which they provide sustainable mitigation efforts for.<br>vi. PSSM to present a year-over-year comparison for sustainable effort comparison in coordination with the City during the annual end-of-season review. | <b>Notes:</b><br>Requirements are currently being met                                                                                                 |  |
| e. PSSM will supply the City Representatives with an ongoing list of vendor and staff license plates:<br>i. Before the start of the June 4 Market.<br>ii. At any time they add license plates to the market throughout the 2025 season.<br>iii. License plate lists should be provided to the City Representative no later than 10:00 a.m. each Sunday.                                                                                                                                                                                                                                                                                                           | <b>Notes:</b><br>Requirements are currently being discussed to work on best coordination between PSSM and the City.                                   |  |
| <b>Marketing and PR</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                       |  |
| a. HPCA logo on all advertisements & promotions                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <b>Notes:</b><br>Requirements currently being met.                                                                                                    |  |
| b. Engage in cross promotions with Chamber, HPCA, Park City Restaurant Association                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <b>Notes:</b><br>Requirements currently being met.                                                                                                    |  |
| c. Media – The HPCA logo and sponsorship credits will be provided in all media placement that the PSSM currently employs, including but not limited to:<br>I. Print ads<br>II. Ads, links, or info listings on Utah tourism, business, and special internet websites;<br>III. Periodic television coverage;<br>IV. Radio PSAs and promotions;<br>V. Website spots, summer guides, fairs, non-profit organization calendar listings;<br>VI. Email blasts; and<br>VII. Social media, "if applicable"                                                                                                                                                                | <b>Notes:</b><br>Requirements currently being met. PSSM has significantly cut back on all marketing efforts, focusing only on social media locally.   |  |
| <b>Other Items:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                       |  |
| Quantify Marketing & PR Value                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <b>Notes:</b><br>In progress. It is likely due to the cutback on marketing efforts that this value will be significantly less than in previous years. |  |

## Exhibit C: PSSM Analysis

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| <p>PSSM shall present an annual preceding market season. This report will contain the following:</p> <ul style="list-style-type: none"> <li>i. Estimated attendance</li> <li>ii. Zero Waste statistics</li> <li>iii. Breakdown of the number of vendors and types</li> <li>iv. List of non-profit groups attending the market</li> <li>v. Advertising information etc.</li> <li>vi. Transportation and parking counts – to be coordinated with the PCMC Transportation Services Department</li> </ul> | <p><b>Notes:</b></p> <p>This was reported to Council in the 2024 End of Season Report. PSSM is aware of the requirement and will gather the required information for the 2025 report.</p> | I |
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## PSSM Vendor Types Definition & Vendor Mix

All categories are juried by the PSSM staff by way of required online application details including, but not limited to: product descriptions, photo samples of products, photo of booth display, history/business description including their 'story', list of sources and co-packing use.

**PRIORITY 1: Artisan**- A vendor that sells unique, art and handmade crafts (excluding food and jewelry). Starting materials must be significantly altered and enhanced by the artist. Preferential consideration given to local artists based in the state of Utah.

**PRIORITY 2: Farmer** - A vendor that sells fresh produce from his or her farm and/or a vendor that sells food products made of produce from his or her farm.

**PRIORITY 3: Jeweler** - A vendor that sells unique, handmade jewelry of their own making and design. limited space available in this category (12 per market date).

**PRIORITY 4: Gourmet Food** - A vendor that sells foods or baked goods, made in Utah, which are intended/packaged for off-site consumption. Preferential consideration given to members of Utah's Own.

**PRIORITY 5: Designer** - A vendor that plans the precise form, look or working of an item, excluding jewelry, in writing before such item(s) is manufactured pursuant to that vendor's specific request. To qualify as a designer, the vendor shall be required to submit specific design plans of all item(s) to be sold at the market. Preferential consideration given to local designers based in the state of Utah.

**PRIORITY 6: Young Vendor** - A vendor, 17 years of age or younger, that sells their own unique, handmade goods.

**PRIORITY 7: Food** - A vendor that prepares and sells food for consumption at the Market. First right of refusal is offered through the HPCA membership. Limited space available in this category (12 per market date, 10 of which are propane approved space)

**PRIORITY 8: Service Vendor** -A vendor that provides on-site services to market attendees (ex. - henna, face-painting).