PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
February 26, 2026

The Council of Park City, Utah, will hold its regular meeting in person at the Marsac Municipal Building, City Council Chambers, at 445 Marsac Avenue, Park City, Utah 84060. Meetings will also be available online and may have options to listen, watch, or participate virtually. Click here for more information.
Zoom Link: https://us02web.zoom.us/j/81124439726

CLOSED SESSION - 1:00 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

2:10 p.m. - City Council Liaison Assignments and Protocols

2:30 p.m. - Discuss Park City Ice Arena: Water Intrusion and Long-Term Facility Strategy

3:00 p.m. - Utah Renewable Communities Update

3:30 p.m. - Park and Rides Site Selection Discussion

4:30 p.m. - 2025 General Plan Implementation: Review the Historic Preservation Board and Planning Commission's Recommended Actions for Implementation of the General Plan in 2026

5:15 p.m. - Break

REGULAR MEETING - 5:30 p.m.

I. ROLL CALL

COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Questions and Comments

Staff Communications Reports

1. Green Business Program Partnership Memorandum of Agreement

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

III. CONSIDERATION OF MINUTES

1. Consideration to Approve the City Council Meeting Minutes from January 15 and 20, 2026, and February 3 and 13, 2026

IV. CONSENT AGENDA

1. Request to Authorize the Mayor to Execute the Second Amendment to the Deer Valley Resort Company, LLC, Grant of Conservation Easement (Ski Area)

V. NEW BUSINESS

1. Consideration to Approve an Encroachment Agreement for the Fence Located in the Right-of-Way on 2166 Comstock Drive, with a Requirement to Relocate the Adjacent Retaining Wall to Provide a Minimum Two-Foot Setback from the Sidewalk
   (A) Public Input (B) Action

2. 2026 Legislative Session Update
   The Legislative Bill Tracking List will be updated before the City Council Meeting and is available here.

VI. ADJOURNMENT

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

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

City Council
Staff Communication Report

Subject: City Council Protocols and Liaison Assignments
Author: Michelle Downard
Department: Executive
Date: February 26, 2026

The Mayor and City Council carry out their duties in a variety of settings throughout the community. This includes conducting the public's business during formal City Council meetings, participating in less formal interactions such as meetings with partner organizations and stakeholder groups, and engaging with residents. To support consistency and clarity in these roles, City Council Liaison Assignments, the Liaison Guide, and City Council Protocols are reviewed and updated annually.

City Council Liaison Assignments

Liaison assignments are intended to gather stakeholder input and help inform Council public policy decisions and further community initiatives.

On March 20, 2025, and April 24, 2025, the City Council approved liaison assignments for 2025, the City Council Liaison Guide, and the City Council Protocols. The City Council removed the Park City Area Lodging Association liaison assignment, assigned Councilmember Ed Parigian to Mountainlands Community Housing, and assigned Councilmembers Tana Toly (and alternate Ed Parigian) to the Public Art Advisory Board. Additionally, the City Council approved an amendment to City Council Protocol #17 to prohibit text messaging during meetings.

Given recent changes to the City Council, some liaison assignments need to be filled, and the Council may revisit others. Proposed assignments for 2026 have been identified by the Mayor after working with each Councilmember individually (Exhibit C).

Staff invites the Council to review the liaison assignments proposed for 2026, the City Council Liaison Guide (Exhibit A), and the City Council Protocols (Exhibit B).

Exhibit

Exhibit A	Liaison Guide
Exhibit B	City Council Protocols
Exhibit C	2026 Liaison Assignments

EXHIBIT A

GUIDE TO YOUR CITY COUNCIL LIAISON

The Park City Council uses Liaisons to participate on select community boards and commissions to encourage and ensure more direct working relationships and interaction with community partners and stakeholders.

A City Council Liaison:

- Serves as the primary communication channel between Council and the board/commission;
- Serves as the primary Council contact for the board/commission;
- Assists in fielding questions the board/commission may have about Park City Municipal;
- Keeps fellow Council Members informed of current events and issues of the board/commission;
- Serves as a conduit to keep the board/commission apprised of City projects and decisions that affect the organization;
- May speak on behalf of Council at a board/commission meeting when a policy decision has been determined by the Council; and
- Unless specified by applicable agreement or governing rules, Liaisons are not voting members of any board/commission

How you can help your City Council Liaison:

- Send meeting invitations and event information in advance;
- Send an Outlook invitation to help Council Members manage their calendars;
- Provide new Council Liaisons with an orientation to your Board/Commission and clarify expectations for participation; and
- Consult with your legal counsel to determine when Council Liaisons should be excused from discussions to preserve confidentiality. For example, discussions about personnel or confidential negotiations generally should not include Council Liaisons.
- While you may use your Council Liaison as a conduit to the City, you are still required to work directly with City staff on items like event applications, land use/building permits, and questions that you believe a single department might answer (such as water service to your building). Liaisons are not permitted to represent private interests of third parties, including non-profits, before city departments/agencies.

Important Notes:

- Liaisons provide information and general feedback, not formal policy positions or direction, unless they have Council permission;
- When a Liaison sees a City Council agenda item for a board or commission where the Liaison may be asked for feedback, the Liaison will usually try to seek input from that board/commission; and
- If a new Liaison is needed, the board/commission should make a request to the Mayor or previous Liaison.

For further information regarding your Council Liaison, please contact:

Michelle Downard, Strategic Initiatives Advisor, mdownard@parkcity.gov
or visit: www.parkcity.org/government/city-council

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 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.

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 provides bi-weekly written updates on organizational issues.

b) City Manager provides 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.

2026 Park City Council Liaison Assignments - Draft

	ENTITY	Type	Primary or Co-Primary Liaison	Alternate	Primary Staff Contact
Arts & Culture	PARK CITY SUMMIT COUNTY ARTS COUNCIL	Non-voting	Molly Miller	Ed Parigian	Chris Eggleton
	PUBLIC ART ADVISORY BOARD	Non-voting	Molly Miller	Ed Parigian	Chris Eggleton
Community Development	PLANNING COMMISSION	Observing	"At-will" attendance	N/A	Rebecca Ward
	BOARD OF ADJUSTMENT	Observing	"At will" attendance	N/A	Rebecca Ward
	PARK CITY HISTORICAL SOCIETY	Non-voting	Staff (TBD)	N/A	Rebecca Ward
	HISTORIC PRESERVATION BOARD	Observing	"At-will" attendance	N/A	Rebecca Ward
	FRIENDS OF THE FARM	Non-voting	Staff (Paige Galvin)	N/A	Paige Gavin
Economic Development	PARK CITY AREA LODGING ASSOCIATION	Non-voting	Bill Ciraco	Diego Zegarra	Chris Eggleton
	PROSPECTOR SQUARE	Non-voting	Molly Miller	Bill Ciraco	Jodi Emery
	HISTORIC PARK CITY ALLIANCE (HPCA)	Non-voting	Bill Ciraco	Ryan Dickey	Chris Eggleton
	PARK CITY CHAMBER/BUREAU BOARD OF DIRECTORS	Non-voting	Bill Ciraco	Diego Zegarra	Jodi Emery
	MAIN STREET AREA PLAN	Non-voting	Tana Toly	Bill Ciraco	Chris Eggleton
	ECONOMIC DEVELOPMENT & SPECIAL EVENTS	Non-voting	Tana Toly / Diego Zegarra	N/A	Chris Phinney
Sustainability	RECYCLE UTAH	Non-voting	Molly Miller	N/A	Luke Cartin
	ROCKY MOUNTAIN POWER / UTAH RENEWABLE COMMUNITIES	Voting	Molly Miller	N/A	Luke Cartin
Equity	YOUTH ADVISORY COUNCIL	Non-voting	Tana Toly	Molly Miller	Linda Jager
	MOUNTAINLANDS COMMUNITY HOUSING TRUST	Non-voting	Ed Parigian	Molly Miller	Sara Wineman
	NATIONAL ABILITY CENTER	Non-voting	Staff (TBD)	N/A	Staff (TBD)
	SENIOR CENTER / AGING ALLIANCE	Non-voting	Tana Toly	N/A	Chris Eggleton
	EARLY CHILDHOOD	Non-voting	Diego Zegarra	Molly Miller	Michelle Downard
	MENTAL WELLNESS ALLIANCE	Non-voting	Molly Miller	N/A	Michelle Downard
	PEACE HOUSE	Non-voting	Staff (Rhoda Stauffer)	N/A	Rhoda Stauffer
Essential & City Services	POLICE COMPLAINT REVIEW COMMITTEE	Non-voting	Diego Zegarra	Molly Miller	Michelle Downard/Chief
	PARK CITY FIRE SERVICE DISTRICT ADMINISTRATIVE CONTROL BOARD	Voting – 4 year term	Tana Toly	Bill Ciraco	Fire Marshal/Park City Fire
	LIBRARY BOARD	Non-voting	Ed Parigian	Diego Zegarra	Adrian Juarez
	SUMMIT COUNTY BOARD OF HEALTH	Non-voting	Staff (Michelle Downard)	N/A	Michelle Downard
	SUMMIT MOSQUITO ABATEMENT DISTRICT	Voting	Staff (Troy Daley)	N/A	Troy Daley
	SNYDERVILLE BASIN WATER RECLAMATION DISTRICT	Voting – 4 year term	Ryan Dickey	Ed Parigian	Clint McAffee
	HOUSING LIAISONS	Non-voting	Ed Parigian / Diego Zegarra	N/A	Rhoda Stauffer
	TRAILS & OPEN SPACE LIAISONS	Non-voting	Ed Parigian / Diego Zegarra	N/A	Luke Cartin
	TRANSPORTATION LIAISONS	Non-voting	Bill Ciraco / Molly Miller	Molly Miller	Tim Sanderson
	PUBLIC UTILITIES	Non-voting	Bill Ciraco / Ed Parigian	N/A	Clint McAffee
	RECREATION ADVISORY BOARD (RAB)	Non-voting	Ed Parigian	Molly Miller	Ken Fisher; Tate Shaw
Regional Coordination	COUNCIL OF GOVERNMENTS (COG)	Voting	Ryan Dickey	N/A	Cate Brabson
	COLORADO ASSOCIATION OF SKI TOWNS (CAST)	Voting	Tana Toly	Diego Zegarra	Jodi Emery
	ENVIRONMENTAL PROTECTION AGENCY (EPA)	N/A	Ryan Dickey	Rotates depending on issue	Margaret Plane
	FEDERAL DELEGATION	N/A	Ryan Dickey	Rotates depending on issue	Margaret Plane
	CENTRAL WASATCH COMMISSION	Voting	Bill Ciraco	Ryan Dickey	Margaret Plane
	MOUNTAINLANDS ASSOCIATION OF GOVERNMENTS (MAG)	Voting	Ryan Dickey	Tana Toly	Margaret Plane
	UTAH LEAGUE OF CITIES AND TOWNS (ULCT); LEGISLATIVE POLICY COMMITTEE	Voting	Tana Toly	Ryan Dickey	Margaret Plane
	UTAH OLYMPIC COMMITTEE	Voting	Ryan Dickey	Tana Toly	Jodi Emery
	PARK CITY SCHOOL DISTRICT	Non-voting	Molly Miller	Diego Zegarra	Jodi Emery

City Council Staff Report

Subject: Park City Ice Arena: Water Intrusion and Long-Term Facility Strategy
Author: Amanda Angevine & Logan Jones
Department: PCIA & Engineering
Date: February 26, 2026

Recommendation

Staff seeks direction on whether to proceed with a feasibility study to address persistent water intrusion at the Park City Ice Arena. The feasibility study would evaluate underlying causes for the water intrusion, identify remediation strategies, and explore how necessary repairs could align with future capital planning decisions. No construction funding or approval is requested at this time.

Executive Summary

The Park City Ice Arena has experienced persistent water intrusion along the east side of the building for more than a decade. During storm events and spring conditions, water infiltrates the facility, with active leaks requiring buckets to capture steady drips. Intruding water soaks patrons' belongings and requires constant staff attention. This ongoing condition disrupts daily operations, degrades the customer experience, and accelerates wear on a heavily used public facility.

Since 2007, multiple maintenance efforts have attempted to address cracking, settlement, and water infiltration along the east side of the building. While past repairs have been advertised to be the fix, none have resolved the underlying issue. Rather than pursuing another potential repair, the City is proposing a feasibility study to better understand root causes and evaluate long-term solutions. The most recent facility condition assessment recommended a civil study of this area, and the proposed feasibility study aligns with that guidance.

Staff conducted a small purchase process to identify a qualified firm for the feasibility study, selected MHTN based on qualifications and scope alignment, and finalized the negotiated scope and fee included in Exhibit B.

The proposed feasibility study would examine remediation options and potential phasing strategies, and identify how required repairs could align with future facility improvements and/or expansion. This work session is intended to educate City Council on the issue, outline what staff would expect from the study process and outcome, and seek direction on whether to proceed with the feasibility study to evaluate the root causes of the persistent water intrusion at the Ice Arena and help strategize regarding future capital planning needs and decisions.

Analysis

Problem: Water infiltrates the Ice Arena during weather events, spring runoff and winter warm spells. This creates operational challenges, negatively impacts the user experience, and poses long-term risks to the building's structure if left unresolved.

Opportunity: The recurring nature of the issue, and history of past repairs, presents an opportunity to move away from reactive, short-term repairs and instead take a holistic look at the facility. A comprehensive evaluation would clarify why previous fixes have failed, identify possible remediation strategies, and ensure that future investments are coordinated with long-term facility planning.

Historical Context: The Ice Arena was constructed in 2006. Within the first year of operation (2006–2007), settlement-related cracking and water intrusion were observed along the east side of the building, particularly above the locker rooms and outdoor mezzanine areas, prompting replacement of the slab above the locker rooms. Since that time, repair and mitigation efforts have included crack sealing, foam injection, surface waterproofing, and installation of a French drain in 2019. Despite these efforts, water intrusion has continued to occur.

The 2023 Facility Condition Assessment (Exhibit A) identifed east-side building conditions as an ongoing concern and recommended further study rather than continued stand-alone fixes. The recurrence of the issue over more than a decade confirms that incremental repairs alone have not provided a lasting solution. The most recent work was completed in May 2025 to seal existing cracks and mitigate trip hazards. However, as of February 2026, the cracks have reemerged, once again creating visible pathways for water intrusion into the building and renewed trip hazards.

Alternatives Considered

- Alternative 1: Continue Reactive, Stand-Alone Repairs (Status Quo)
    - Pros: Lower upfront cost; quicker short-term implementation.
    - Cons: Does not address root causes; recurring failures practically guaranteed; continued operational disruptions; no alignment with long-term facility needs.
    - Consequences: Ongoing maintenance costs, continued impacts to patrons and staff, and deferred strategic decision-making regarding the facility's future.
- Alternative 2: Conduct a Comprehensive Feasibility Study (Recommended)
    - Pros: Evaluates remediation strategies; aligns repairs with potential expansion or modernization; supports phased capital planning; provides Council with clear options and cost data.
    - Cons: Requires an upfront investment and staff time; does not immediately stop current leaks.

- Consequences: Delays construction action in the short term but significantly improves long-term decision-making, reduces financial risk, and improves stewardship of an important community asset.

Why the Recommended Alternative Is Preferred: The feasibility study approach recognizes that the water intrusion issue is complex and longstanding. It allows the City to move from reactive maintenance toward informed, strategic planning—reducing the risk of repeated failures, improving the customer experience, and ensuring that future capital investments deliver long-term value.

Study Scope and Timeline: The feasibility study would be completed over approximately 12 weeks and include:

- March: Project visioning, coordination with key stakeholders, and detailed existing building analysis focused on east-side water infiltration and settlement.
- April: Development of remediation strategies, evaluation of stand-alone versus integrated repair approaches, and community engagement coordinated with the City's public engagement framework.
- May: Synthesis of findings, development of phased concepts, and high-level cost analysis.

Upon completion, the City would return to Council with MHTN to present findings, alternatives, and recommended next steps for direction.

Funding

- The cost of the study would be $47,225. Staff have submitted a capital budget request for this work; however, if not approved through the budget process, staff would evaluate reprioritizing existing Ice Arena capital funds for the project, subject to Council direction.

Exhibits

- **Exhibit A** – 2023 Facility Condition Assessment
- **Exhibit B** – MHTN Architects – Feasibility Study Scope and Fee Proposal

FACILITY CONDITION ASSESSMENT

prepared for

City Of Park City
600 Gillmor Way
Park City, Utah 84060



Park City Ice Arena
600 Gillmor Way
Park City, Utah 84060

PREPARED BY:
Bureau Veritas
6021 University Boulevard, Suite 200
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BV PROJECT #:
163168.23R000-001.468

DATE OF REPORT:
July 11, 2023

ON SITE DATE:
June 27, 2023

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1. Executive Summary

Property Overview and Assessment Details

General Information	
Property Type	Sports facility
Main Address	600 Gillmor Way, Park City, Utah 84060
Site Developed	2006
Site Area	3.3 acres (estimated)
Parking Spaces	123 total spaces all in open lots; five of which are accessible
Building Area	49,000 SF
Number of Stories	Two above grade
Outside Occupants/Leased Spaces	None
Date(s) of Visit	June 27, 2023
Management Point of Contact	Park City Ice Arena, Amanda Angevine, General Manager 435.615.5706 Amanda.Angevine@parkcity.org
On-site Point of Contact (POC)	same as above
Assessment and Report Prepared By	Jordon Osborne
Reviewed By	Travis White Program Manager Travis.White@bureauveritas.com 800.733.0660 x7296298
AssetCalc Link	Full dataset for this assessment can be found at: https://www.assetcalc.net/

Significant/Systemic Findings and Deficiencies

Historical Summary

The Park City Ice Arena was originally constructed in 2006 and no major renovations have been needed since it was established. The Arena has a team of dedicated staff that are responsible for maintaining the facility, whereas the City's Building Maintenance department oversees cleaning and maintenance of the facility and capital assets.

Architectural

The structure consists of tilt-up, concrete bearing walls with steel framed roofs on a concrete slab. The building does have several cracks in its concrete floors with a few running up the walls. The maintenance crew is aware of these and are monitoring them to make sure they are not getting worse.

The porch on the east side of the building, along with a connected concrete stadium, was built on fill dirt and is settling. It seems that the stadium and porch slab are pulling away from each other resulting in large cracks throughout. This has been fixed twice, the most recent repair in 2018 added a draining system underneath the slab and in between the stadium and porch. However, this did not seem to completely solve the problem because there are new cracks since that was completed. Additionally, there is water leaking on that side of the building most likely caused by those cracks. A landscape/structure study and replacement of those assets is recommended.

Mechanical, Electrical, Plumbing and Fire (MEPF)

HVAC equipment mostly consists of roof top units with some supplementary components such as multi zone split systems and a furnace servicing the locker rooms, offices, and lobby area. The ice arena has a central dehumidifying system that consists of boilers, chillers, a large heat pump, and make-up air units. Regular maintenance is performed, and replacement of parts of systems are completed as needed. Many units are scheduled to be replaced within the next year and most of the large components of the dehumidifying system were replaced in 2021.

Most electrical equipment, such as wiring and panels, is original to the buildings and well maintained. The light fixtures throughout the building were updated to LED in 2015 and other components are replaced and updated, for better energy efficiency, when available/needed. In 2009, solar panels were installed to help with electrical load. A generator and backup system are present to supply power to the building in an emergency.

The plumbing components are original to the buildings and well maintained. Fixtures such as sinks, toilets, and water heaters are well maintained and replaced when needed.

A fire alarm system is present in the form of an alarm panel, smoke detectors, alarms, pull stations, back-up emergency lights, and exit signs. Fire suppression is provided by sprinkler heads present throughout the building. Systems are inspected regularly and maintained as needed.

Site

The site reportedly has adequate lighting, and no major issues were observed. The pedestrian walkways and the parking lot have been maintained, updated, and replaced as needed. The site pavement and lighting are maintained separately from the Ice Arena and replacement costs are not included for these assets.

Recommended Additional Studies

The pavement on the east porch has significant cracking that is causing water intrusion into the building. A professional engineer or consultant must be retained to analyze the existing condition, provide recommendations and, if necessary, estimate the scope and cost of any required repairs. The cost of this study is included in the cost tables. Due to the ambiguity of the required repair scope at the time of this assessment, the cost for any possible subsequent repairs is not included.

Facility Condition Index (FCI)

One of the major goals of the FCA is to calculate each building's Facility Condition Index (FCI), which provides a theoretical objective indication of a building's overall condition. By definition, the FCI is defined as the ratio of the cost of current needs divided by current replacement value (CRV) of the facility. The chart below presents the industry standard ranges and cut-off points.

FCI Ranges and Description	
0 – 5%	In new or well-maintained condition, with little or no visual evidence of wear or deficiencies.
5 – 10%	Subjected to wear but is still in a serviceable and functioning condition.
10 – 30%	Subjected to hard or long-term wear. Nearing the end of its useful or serviceable life.
30% and above	Has reached the end of its useful or serviceable life. Renewal is now necessary.

The deficiencies and lifecycle needs identified in this assessment provide the basis for a portfolio-wide capital improvement funding strategy. In addition to the current FCI, extended FCI's have been developed to provide owners the intelligence needed to plan and budget for the "keep-up costs" for their facilities. As such the 3-year, 5-year, and 10-year FCI's are calculated by dividing the anticipated needs of those respective time periods by current replacement value. As a final point, the FCI's ultimately provide more value when used to relatively compare facilities across a portfolio instead of being over-analyzed and scrutinized as stand-alone values. The table below summarizes the individual findings for this FCA:

FCI Analysis | Park City Ice Arena(2006)

Replacement Value	*Total SF*	*Cost/SF*
$ 13,879,300	*49,000*	*$ 283*

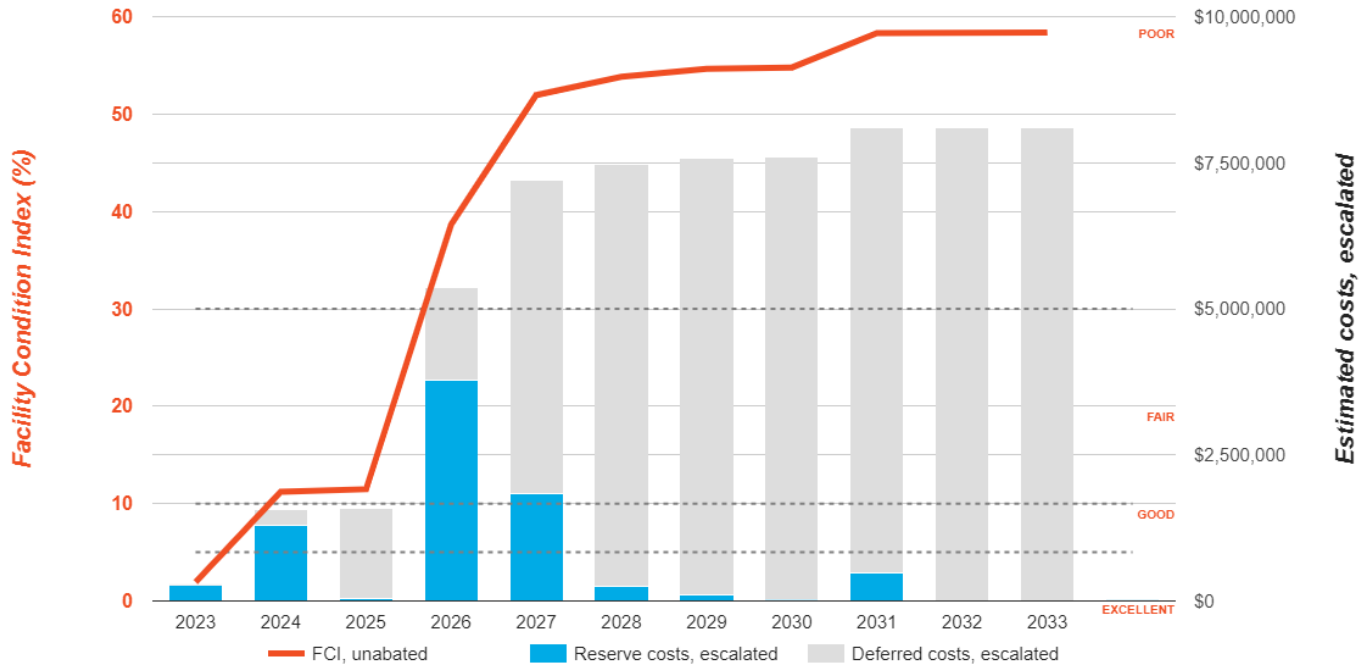
	Est Reserve Cost	FCI
Current	$ 269,200	**1.9 %**
3-Year	$ 5,364,100	38.6 %
5-Year	$ 7,471,200	53.8 %
10-Year	$ 8,103,500	58.4 %

The vertical bars below represent the year-by-year needs identified for the site. The orange line in the graph below forecasts what would happen to the FCI (left Y axis) over time, assuming zero capital expenditures over the next ten years. The dollar amounts allocated for each year (blue bars) are associated with the values along the right Y axis.

Needs by Year with Unaddressed FCI Over Time

FCI Analysis: Park City Ice Arena

Replacement Value: $13,879,300 Inflation Rate: 3.0% Average Needs per Year: $736,700



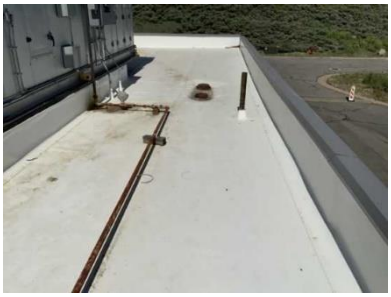
Immediate Needs

Facility/Building	Total Items	Total Cost
Park City Ice Arena	7	$269,200
Total	**7**	**$269,200**

Park City Ice Arena

ID	Location	Location Description	UF Code	Description	Condition	Plan Type	Cost
6752268	Park City Ice Arena	Locker Rooms	C1090	Toilet Partitions, Plastic/Laminate, Replace	Poor	Performance/Integrity	$25,500
6868153	Park City Ice Arena	Throughout building	C2030	Flooring, Rubber Tile, Replace	Failed	Environmental	$91,400
6752355	Park City Ice Arena	Throughout building	D2010	Sink/Lavatory, Vanity Top, Solid Surface or Vitreous China, Replace	Poor	Performance/Integrity	$20,900
6752344	Park City Ice Arena	Locker Rooms	D2010	Shower, Valve & Showerhead, Replace	Poor	Performance/Integrity	$22,400
6752316	Park City Ice Arena	Throughout building	D7030	Security/Surveillance System, Full System Upgrade, Average Density, Replace	Poor	Performance/Integrity	$98,000
6897637	Park City Ice Arena	42119	D7050	Fire Alarm Panel, Subpanel, Replace	Failed	Performance/Integrity	$4,000
6752279	Park City Ice Arena	Site	P2030	Engineering Study, Civil, Landscaping, Design	Poor	Performance/Integrity	$7,000
Total (7 items)							**$269,200**

Key Findings



Roofing in Poor condition.

Single-Ply Membrane, TPO/PVC
Park City Ice Arena Roof

Uniformat Code: B3010
Recommendation: **Replace in 2024**

Priority Score: **88.8**

Plan Type:
Performance/Integrity

Cost Estimate: $646,000

$$$$

There are leaks throughout the office space. - AssetCALC ID: 6752283



Furnace in Poor condition.

Gas
Park City Ice Arena 42140

Uniformat Code: D3020
Recommendation: **Replace in 2024**

Priority Score: **86.8**

Plan Type:
Performance/Integrity

Cost Estimate: $2,500

**$$**$$

HVAC System is scheduled for replacement, early 2024 expected installation. - AssetCALC ID: 6752363

Ice Melt System in Poor condition.

Stainless Steel Piping
Park City Ice Arena 42118

Uniformat Code: D3050
Recommendation: **Replace in 2025**

Priority Score: **85.7**

Plan Type:
Performance/Integrity

Cost Estimate: $11,200

**$$$**$

Stainless piping is due for replacement every 10 years - AssetCALC ID: 6868124



Shower in Poor condition.

Valve & Showerhead
Park City Ice Arena Locker Rooms

Uniformat Code: D2010
Recommendation: **Replace in 2023**

Priority Score: **83.9**

Plan Type:
Performance/Integrity

Cost Estimate: $22,400

**$$$**$

included in 2023 renovation - AssetCALC ID: 6752344



Sink/Lavatory in Poor condition.

Vanity Top, Solid Surface or Vitreous China
Park City Ice Arena Throughout building

Uniformat Code: D2010
Recommendation: **Replace in 2023**

Priority Score: **83.9**

Plan Type: Performance/Integrity

Cost Estimate: $20,900

$$$$

scheduled to be replaced as part of 2023 grant funded bathroom updates - AssetCALC ID: 6752355

Fire Alarm Panel in Failed condition.

Subpanel
Park City Ice Arena 42119

Uniformat Code: D7050
Recommendation: **Replace in 2023**

Priority Score: **81.9**

Plan Type: Performance/Integrity

Cost Estimate: $4,000

$$$$

Fire panel in rear of the building has failed and requires replacement. - AssetCALC ID: 6897637



Flooring in Failed condition.

Rubber Tile
Park City Ice Arena Throughout building

Uniformat Code: C2030
Recommendation: **Replace in 2023**

Priority Score: **81.9**

Plan Type: Environmental

Cost Estimate: $91,400

$$$$

Installation was not done correctly. There is water underneath the tile and most likely mold. Immediate replacement needed in locker room hallway, locker rooms, staff room. - AssetCALC ID: 6868153



Toilet Partitions in Poor condition.

Plastic/Laminate
Park City Ice Arena Locker Rooms

Uniformat Code: C1090
Recommendation: **Replace in 2023**

Priority Score: **81.9**

Plan Type: Performance/Integrity

Cost Estimate: $25,500

$$$$

scheduled to be replaced as part of 2023 grant funded bathroom updates - AssetCALC ID: 6752268



Security/Surveillance System in Poor condition.

Full System Upgrade, Average Density
Park City Ice Arena Throughout building

Uniformat Code: D7030
Recommendation: **Replace in 2023**

Priority Score: **81.9**

Plan Type: Performance/Integrity

Cost Estimate: $98,000

$$$$

Water leaking has caused shorting in the security door locking system. - AssetCALC ID: 6752316



Recommended Follow-up Study: Civil, Landscaping

Civil, Landscaping
Park City Ice Arena Site

Uniformat Code: P2030
Recommendation: **Design in 2023**

Priority Score: **81.9**

Plan Type: Performance/Integrity

Cost Estimate: $7,000

**$$**$$

Large cracks throughout the concrete are allowing water into the building. Has been replaced twice in 2006 and 2018. - AssetCALC ID: 6752279



Packaged Unit in Poor condition.

RTU, Pad or Roof-Mounted
Park City Ice Arena Roof

Uniformat Code: D3050
Recommendation: **Replace in 2024**

Priority Score: **81.8**

Plan Type: Performance/Integrity

Cost Estimate: $6,500

**$$**$$

HVAC System is scheduled for replacement, early 2024 expected installation. - AssetCALC ID: 6752326



Make-Up Air Unit in Poor condition.

MUA or MAU
Park City Ice Arena Roof

Uniformat Code: D3050
Recommendation: **Replace in 2024**

Priority Score: **81.8**

Plan Type: Performance/Integrity

Cost Estimate: $35,000

**$$$**$

HVAC System is scheduled for replacement, early 2024 expected installation. - AssetCALC ID: 6752305



Packaged Unit in Poor condition.

RTU, Pad or Roof-Mounted
Park City Ice Arena Roof

Uniformat Code: D3050
Recommendation: **Replace in 2024**

Priority Score: **81.8**

Plan Type:
Performance/Integrity

Cost Estimate: $15,000

**$$$**$

HVAC System is scheduled for replacement, early 2024 expected installation. - AssetCALC ID: 6752352



Packaged Unit in Poor condition.

RTU, Pad or Roof-Mounted
Park City Ice Arena Roof

Uniformat Code: D3050
Recommendation: **Replace in 2024**

Priority Score: **81.8**

Plan Type:
Performance/Integrity

Cost Estimate: $7,500

**$$**$$

HVAC System is scheduled for replacement, early 2024 expected installation. - AssetCALC ID: 6752298



Packaged Unit in Poor condition.

RTU, Pad or Roof-Mounted
Park City Ice Arena Roof

Uniformat Code: D3050
Recommendation: **Replace in 2024**

Priority Score: **81.8**

Plan Type:
Performance/Integrity

Cost Estimate: $11,000

**$$$**$

HVAC System is scheduled for replacement, early 2024 expected installation. - AssetCALC ID: 6752281



Packaged Unit in Poor condition.

RTU, Pad or Roof-Mounted
Park City Ice Arena Roof

Uniformat Code: D3050
Recommendation: **Replace in 2024**

Priority Score: **81.8**

Plan Type:
Performance/Integrity

Cost Estimate: $11,000

**$$$**$

HVAC System is scheduled for replacement, early 2024 expected installation. - AssetCALC ID: 6752287



Make-Up Air Unit in Poor condition.

MUA or MAU
Park City Ice Arena Roof

Uniformat Code: D3050
Recommendation: **Replace in 2024**

Priority Score: **81.8**

Plan Type: Performance/Integrity

Cost Estimate: $35,000

$$$$

HVAC System is scheduled for replacement, early 2024 expected installation. - AssetCALC ID: 6752269



Packaged Unit in Poor condition.

RTU, Pad or Roof-Mounted
Park City Ice Arena Roof

Uniformat Code: D3050
Recommendation: **Replace in 2024**

Priority Score: **81.8**

Plan Type: Performance/Integrity

Cost Estimate: $25,000

$$$$

HVAC System is scheduled for replacement, early 2024 expected installation. - AssetCALC ID: 6752383



Exterior Door in Poor condition.

Aluminum-Framed & Glazed, Swinging w/ Motor
Park City Ice Arena Building Exterior

Uniformat Code: B2050
Recommendation: **Replace in 2025**

Priority Score: **81.7**

Plan Type: Performance/Integrity

Cost Estimate: $22,000

$$$$

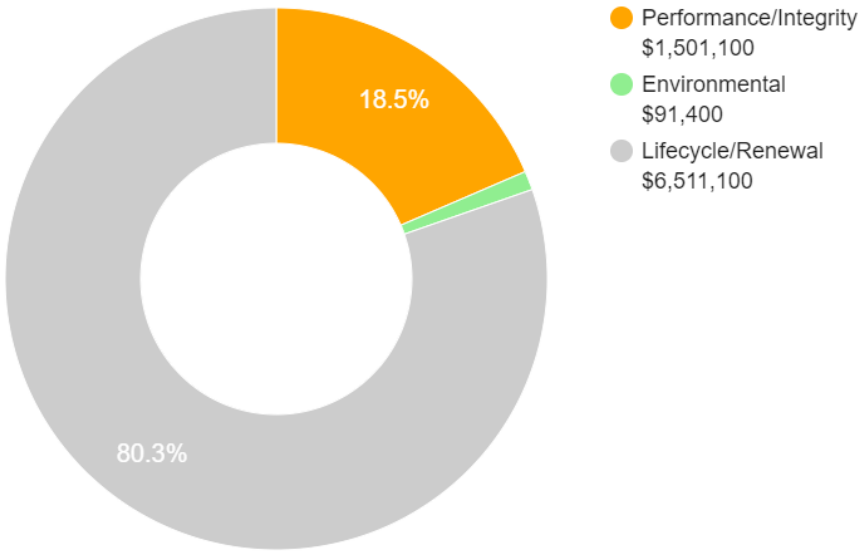
Exterior entrance power doors are damaged and nearing end of life. - AssetCALC ID: 6868123

Plan Types

Each line item in the cost database is assigned a Plan Type, which is the primary reason or rationale for the recommended replacement, repair, or other corrective action. This is the "why" part of the equation. A cost or line item may commonly have more than one applicable Plan Type; however, only one Plan Type will be assigned based on the "best" fit, typically the one with the greatest significance.

Plan Type Descriptions		
Safety		An observed or reported unsafe condition that if left unaddressed could result in injury; a system or component that presents potential liability risk.
Performance/Integrity		Component or system has failed, is almost failing, performs unreliably, does not perform as intended, and/or poses risk to overall system stability.
Accessibility		Does not meet ADA, UFAS, and/or other accessibility requirements.
Environmental		Improvements to air or water quality, including removal of hazardous materials from the building or site.
Retrofit/Adaptation		Components, systems, or spaces recommended for upgrades in in order to meet current standards, facility usage, or client/occupant needs.
Lifecycle/Renewal		Any component or system that is not currently deficient or problematic but for which future replacement or repair is anticipated and budgeted.

Plan Type Distribution (by Cost)



10-YEAR TOTAL: $8,103,600

2. Building and Site Information





Systems Summary

System	Description	Condition
Structure	Masonry bearing walls with metal roof deck supported by open-web steel joists and concrete slab foundation system	Fair
Façade	Primary Wall Finish: Concrete integral to superstructure Secondary Wall Finish: Metal siding Windows: Aluminum	Fair
Roof	Primary: Flat construction with single-ply TPO/PVC membrane	Poor
Interiors	Walls: Painted gypsum board and CMU, Unfinished Floors: Rubber tile, sealed concrete, epoxy Ceilings: ACT, Unfinished/exposed	Fair
Elevators	Passenger: 1 hydraulic car serving both floors	Fair
Plumbing	Distribution: Copper supply and cast-iron waste and venting Hot Water: Gas and electric water heaters and tankless water heater Fixtures: Toilets, urinals, and sinks in all restrooms	Fair
HVAC	Central System: Boilers, chiller, and dehumidifier Non-Central System: Roof top packaged units and furnace Supplemental components: Ductless split-systems, suspended unit heaters, and make-up air units	Poor
Fire Suppression	Wet-pipe sprinkler system and fire extinguishers	Fair
Electrical	Source & Distribution: Main switchboard with copper wiring along with solar panels and inverter Interior Lighting: LED Emergency Power: Diesel generator with automatic transfer switch	Fair

Systems Summary

Fire Alarm	Alarm panel with smoke detectors, heat detectors, alarms, pull stations, back-up emergency lights, and exit signs	Fair
Equipment/Special	Indoor ice rink	Fair
Site Pavement	Asphalt lots with concrete aprons, porch, and stadium with adjacent concrete sidewalks, curbs, ramps, and stairs	Fair
Site Development	Building-mounted signage; concrete dumpster enclosures Limited park benches, picnic tables, trash receptacles	Fair
Landscaping and Topography	Limited landscaping features including lawns, trees, and bushes Irrigation present Concrete retaining walls Severe site slopes along east boundary	Fair
Utilities	Municipal water and sewer Local utility-provided electric and natural gas	Fair
Site Lighting	Pole-mounted: LED Building-mounted: LED Pedestrian walkway and landscape accent lighting	Fair
Ancillary Structures	None	--
Accessibility	Presently it does not appear an accessibility study is needed for this property. See Appendix D.	
Key Issues and Findings	The east concrete porch has large cracks throughout. This is causing water to leak into the locker rooms/east side of the building. Water in the building is causing rubber tile floor to trap water underneath, causing issues with the adhesive and potential mold. The roof has multiple active leaks. The security system of the building is experiencing electrical shorts due to water damage. HVAC system replacement is in the planning phases with estimated project completion in 2024.	

Systems Expenditure Forecast

System	Immediate	Short Term (1-2 yr)	Near Term (3-5 yr)	Med Term (6-10 yr)	Long Term (11-20 yr)	TOTAL
Facade	-	$23,339	$1,217	-	$447,334	$471,890
Roofing	-	$665,380	-	-	$5,727	$671,107
Interiors	$116,850	$166,860	$3,578,978	$129,931	$789,439	$4,782,058
Conveying	-	-	$15,297	-	$96,090	$111,387
Plumbing	$43,300	-	$82,068	$6,647	$146,264	$278,279
HVAC	-	$164,837	$1,783,176	$110,967	$384,569	$2,443,549
Fire Protection	-	-	-	$3,043	$4,080	$7,123
Electrical	-	-	$34,937	$156,724	$384,541	$576,202
Fire Alarm & Electronic Systems	$102,000	$302,820	$144,228	$186,215	$870,135	$1,605,398
Equipment & Furnishings	-	-	$14,387	$16,602	$152,491	$183,480
Special Construction & Demo	-	-	-	-	$695,476	$695,476
Site Development	-	-	$218,545	$14,649	-	$233,194
Site Pavement	-	-	-	$7,525	-	$7,525
Site Utilities	-	-	$5,900	-	-	$5,900
Follow-up Studies	$7,000	-	-	-	-	$7,000
TOTALS (3% inflation)	**$269,200**	**$1,323,300**	**$5,878,800**	**$632,400**	**$3,976,200**	**$12,079,900**

3. Property Space Use and Observed Areas

Areas Observed

The interior spaces were observed to gain a clear understanding of the property's overall condition. Other areas accessed included the site within the property boundaries, the exterior of the property, and the roofs.

Key Spaces Not Observed

All key areas of the property were accessible and observed.

4. ADA Accessibility

Generally, Title II of the Americans with Disabilities Act (ADA) prohibits discrimination by entities to access and use of "areas of public accommodations" and "public facilities" on the basis of disability. Regardless of their age, these areas and facilities must be maintained and operated to comply with the Americans with Disabilities Act Accessibility Guidelines (ADAAG).

A public entity (i.e. city governments) shall operate each service, program, or activity so that the service, program, or activity, when viewed in its entirety, is readily accessible to and usable by individuals with disabilities.

However, this does not:

1. Necessarily require a public entity to make each of its existing facilities accessible to and usable by individuals with disabilities;
2. Require a public entity to take any action that would threaten or destroy the historic significance of an historic property; or
3. Require a public entity to take any action that it can demonstrate would result in a fundamental alteration in the nature of a service, program, or activity or in undue financial and administrative burdens. In those circumstances where personnel of the public entity believe that the proposed action would fundamentally alter the service, program, or activity or would result in undue financial and administrative burdens, a public entity has the burden of proving that compliance with 35.150(a) of this part would result in such alteration or burdens. The decision that compliance would result in such alteration or burdens must be made by the head of a public entity or his or her designee after considering all resources available for use in the funding and operation of the service, program, or activity, and must be accompanied by a written statement of the reasons for reaching that conclusion. If an action would result in such an alteration or such burdens, a public entity shall take any other action that would not result in such an alteration or such burdens but would nevertheless ensure that individuals with disabilities receive the benefits or services provided by the public entity.

Removal of barriers to accessibility should be addressed from a liability standpoint in order to comply with federal law, but the barriers may or may not be building code violations. The Americans with Disabilities Act Accessibility Guidelines are part of the ADA federal civil rights law pertaining to the disabled and are not a construction code. State and local jurisdictions have adopted the ADA Guidelines or have adopted other standards for accessibility as part of their construction codes.

During the FCA, Bureau Veritas performed a limited high-level accessibility review of the facility non-specific to any local regulations or codes. The scope of the visual observation was limited to the same areas observed while performing the FCA and the categories set forth in the tables that are included in the appendix. It is understood by the Client that the limited observations described herein do not comprise a full ADA Compliance Survey, and that such a survey is beyond the scope of this particular assessment. A full measured ADA survey would be required to identify any and all specific potential accessibility issues. Additional clarifications of this limited survey:

- This survey was visual in nature and actual measurements were not taken to verify compliance
- Only a representative sample of areas was observed
- Two overview photos were taken for each subsection regardless of perceived compliance or non-compliance
- Itemized costs for individual non-compliant items are not included in the dataset
- For any "none" boxes checked or reference to "no issues" identified, that alone does not guarantee full compliance

The facility was originally constructed in 2006. The facility has not since been substantially renovated.

During the interview process with the client representatives, no complaints or pending litigation associated with potential accessibility issues were reported.

No detailed follow-up accessibility study is currently recommended since no major or moderate issues were identified at the subject site. Reference the appendix for specific data, photos, and tables or checklists associated with this limited accessibility survey.

5. Purpose and Scope

Purpose

Bureau Veritas was retained by the client to render an opinion as to the Property's current general physical condition on the day of the site visit.

Based on the observations, interviews and document review outlined below, this report identifies significant deferred maintenance issues, existing deficiencies, and material code violations of record, which affect the Property's use. Opinions are rendered as to its structural integrity, building system condition and the Property's overall condition. The report also notes building systems or components that have realized or exceeded their typical expected useful lives.

The physical condition of building systems and related components are typically defined as being in one of five condition ratings. For the purposes of this report, the following definitions are used:

Condition Ratings	
Excellent	New or very close to new; component or system typically has been installed within the past year, sound and performing its function. Eventual repair or replacement will be required when the component or system either reaches the end of its useful life or fails in service.
Good	Satisfactory as-is. Component or system is sound and performing its function, typically within the first third of its lifecycle. However, it may show minor signs of normal wear and tear. Repair or replacement will be required when the component or system either reaches the end of its useful life or fails in service.
Fair	Showing signs of wear and use but still satisfactory as-is, typically near the median of its estimated useful life. Component or system is performing adequately at this time but may exhibit some signs of wear, deferred maintenance, or evidence of previous repairs. Repair or replacement will be required due to the component or system's condition and/or its estimated remaining useful life.
Poor	Component or system is significantly aged, flawed, functioning intermittently or unreliably; displays obvious signs of deferred maintenance; shows evidence of previous repair or workmanship not in compliance with commonly accepted standards; has become obsolete; or exhibits an inherent deficiency. The present condition could contribute to or cause the deterioration of contiguous elements or systems. Either full component replacement is needed or repairs are required to restore to good condition, prevent premature failure, and/or prolong useful life.
Failed	Component or system has ceased functioning or performing as intended. Replacement, repair, or other significant corrective action is recommended or required.
Not Applicable	Assigning a condition does not apply or make logical sense, most commonly due to the item in question not being present.

Scope

The standard scope of the Facility Condition Assessment includes the following:

- Visit the Property to evaluate the general condition of the building and site improvements, review available construction documents in order to familiarize ourselves with, and be able to comment on, the in-place construction systems, life safety, mechanical, electrical, and plumbing systems, and the general built environment.
- Identify those components that are exhibiting deferred maintenance issues and provide cost estimates for Immediate Costs and Replacement Reserves based on observed conditions, maintenance history and industry standard useful life estimates. This will include the review of documented capital improvements completed within the last five-year period and work currently contracted for, if applicable.
- Provide a full description of the Property with descriptions of in-place systems and commentary on observed conditions.
- Provide a high-level categorical general statement regarding the subject Property's compliance to Title III of the Americans with Disabilities Act. This will not constitute a full ADA survey, but will help identify exposure to issues and the need for further review.
- Obtain background and historical information about the facility from a building engineer, property manager, maintenance staff, or other knowledgeable source. The preferred methodology is to have the client representative or building occupant complete a Pre-Survey Questionnaire (PSQ) in advance of the site visit. Common alternatives include a verbal interview just prior to or during the walk-through portion of the assessment.
- Review maintenance records and procedures with the in-place maintenance personnel.
- Observe a representative sample of the interior spaces/units, including vacant spaces/units, to gain a clear understanding of the property's overall condition. Other areas to be observed include the exterior of the property, the roofs, interior common areas, and the significant mechanical, electrical and elevator equipment rooms.
- Provide recommendations for additional studies, if required, with related budgetary information.
- Provide an Executive Summary at the beginning of this report, which highlights key findings and includes a Facility Condition Index as a basis for comparing the relative conditions of the buildings within the portfolio.

6. Opinions of Probable Costs

Cost estimates are attached throughout this report, with the Replacement Reserves in the appendix.

These estimates are based on Invoice or Bid Document/s provided either by the Owner/facility and construction costs developed by construction resources such as *R.S. Means, CBRE Whitestone,* and *Marshall & Swift,* Bureau Veritas's experience with past costs for similar properties, city cost indexes, and assumptions regarding future economic conditions.

Opinions of probable costs should only be construed as preliminary, order of magnitude budgets. Actual costs most probably will vary from the consultant's opinions of probable costs depending on such matters as type and design of suggested remedy, quality of materials and installation, manufacturer and type of equipment or system selected, field conditions, whether a physical deficiency is repaired or replaced in whole, phasing or bundling of the work (if applicable), quality of contractor, quality of project management exercised, market conditions, use of subcontractors, and whether competitive pricing is solicited, etc. Certain opinions of probable costs cannot be developed within the scope of this guide without further study. Opinions of probable cost for further study should be included in the FCA.

Methodology

Based upon site observations, research, and judgment, along with referencing Expected Useful Life (EUL) tables from various industry sources, Bureau Veritas opines as to when a system or component will most probably necessitate replacement. Accurate historical replacement records, if provided, are typically the best source of information. Exposure to the elements, initial quality and installation, extent of use, the quality and amount of preventive maintenance exercised, etc., are all factors that impact the effective age of a system or component. As a result, a system or component may have an effective age that is greater or less than its actual chronological age. The Remaining Useful Life (RUL) of a component or system equals the EUL less its *effective age*, whether explicitly or implicitly stated. Projections of Remaining Useful Life (RUL) are based primarily on age and condition with the presumption of continued use and maintenance of the Property similar to the observed and reported past use and maintenance practices, in conjunction with the professional judgment of Bureau Veritas's assessors. Significant changes in occupants and/or usage may affect the service life of some systems or components.

Where quantities could not be or were not derived from an actual construction document take-off or facility walk-through, and/or where systemic costs are more applicable or provide more intrinsic value, budgetary square foot and gross square foot costs are used. Estimated costs are based on professional judgment and the probable or actual extent of the observed defect, inclusive of the cost to design, procure, construct and manage the corrections.

Definitions

Immediate Needs

Immediate Needs are line items that require immediate action as a result of: (1) material existing or potential unsafe conditions, (2) failed or imminent failure of mission critical building systems or components, or (3) conditions that, if not addressed, have the potential to result in, or contribute to, critical element or system failure within one year or will most probably result in a significant escalation of its remedial cost.

For database and reporting purposes the line items with RUL=0, and commonly associated with *Safety* or *Performance/Integrity* Plan Types, are considered Immediate Needs.

Replacement Reserves

Cost line items traditionally called Replacement Reserves (equivalently referred to as Lifecycle/Renewals) are for recurring probable renewals or expenditures, which are not classified as operation or maintenance expenses. The replacement reserves should be budgeted for in advance on an annual basis. Replacement Reserves are reasonably predictable both in terms of frequency and cost. However, Replacement Reserves may also include components or systems that have an indeterminable life but, nonetheless, have a potential for failure within an estimated time period.

Replacement Reserves generally exclude systems or components that are estimated to expire after the reserve term and are not considered material to the structural and mechanical integrity of the subject property. Furthermore, systems and components that are not deemed to have a material effect on the use of the Property are also excluded. Costs that are caused by acts of God, accidents, or other occurrences that are typically covered by insurance, rather than reserved for, are also excluded.

Replacement costs are solicited from ownership/property management, Bureau Veritas's discussions with service companies, manufacturers' representatives, and previous experience in preparing such schedules for other similar facilities. Costs for work performed by the ownership's or property management's maintenance staff are also considered.

Bureau Veritas's reserve methodology involves identification and quantification of those systems or components requiring capital reserve funds within the assessment period. The assessment period is defined as the effective age plus the reserve term. Additional information concerning system's or component's respective replacement costs (in today's dollars), typical expected useful lives, and remaining useful lives were estimated so that a funding schedule could be prepared. The Replacement Reserves Schedule presupposes that all required remedial work has been performed or that monies for remediation have been budgeted for items defined as Immediate Needs.

For the purposes of 'bucketizing' the System Expenditure Forecasts in this report, the Replacement Reserves have been subdivided and grouped as follows: Short Term (years 1-3), Near Term (years 4-5), Medium Term (years 6-10), and Long Term (years 11-20).

Key Findings

In an effort to highlight the most significant cost items and not be overwhelmed by the Replacement Reserves report in its totality, a subsection of Key Findings is included within the Executive Summary section of this report. Key Findings typically include repairs or replacements of deficient items within the first five-year window, as well as the most significant high-dollar line items that fall anywhere within the ten-year term. Note that while there is some subjectivity associated with identifying the Key Findings, the Immediate Needs are always included as a subset.

Exceedingly Aged

A fairly common scenario encountered during the assessment process, and a frequent source of debate, occurs when classifying and describing "very old" systems or components that are still functioning adequately and do not appear nor were reported to be in any way deficient. To help provide some additional intelligence on these items, such components will be tagged in the database as Exceedingly Aged. This designation will be reserved for mechanical or electrical systems or components that have aged well beyond their industry standard lifecycles, typically at least 15 years beyond and/or twice their Estimated Useful Life (EUL). In tandem with this designation, these items will be assigned a Remaining Useful Life (RUL) not less than two years but not greater than 1/3 of their standard EUL. As such the recommended replacement time for these components will reside outside the typical Short Term window but will not be pushed 'irresponsibly' (too far) into the future.

7. Certification

City Of Park City (the Client) retained Bureau Veritas to perform this Facility Condition Assessment in connection with its continued operation of Park City Ice Arena, 600 Gilmor Way, Park City, Utah 84060, the "Property". It is our understanding that the primary interest of the Client is to locate and evaluate materials and building system defects that might significantly affect the value of the property and to determine if the present Property has conditions that will have a significant impact on its continued operations.

The conclusions and recommendations presented in this report are based on the brief review of the plans and records made available to our Project Manager during the site visit, interviews of available property management personnel and maintenance contractors familiar with the Property, appropriate inquiry of municipal authorities, our Project Manager's walk-through observations during the site visit, and our experience with similar properties.

No testing, exploratory probing, dismantling or operating of equipment or in-depth studies were performed unless specifically required under the *Purpose and Scope* section of this report. This assessment did not include engineering calculations to determine the adequacy of the Property's original design or existing systems. Although walk-through observations were performed, not all areas may have been observed (see Section 1 for specific details). There may be defects in the Property, which were in areas not observed or readily accessible, may not have been visible, or were not disclosed by management personnel when questioned. The report describes property conditions at the time that the observations and research were conducted.

This report has been prepared on behalf of and exclusively for the use of the Client for the purpose stated within the *Purpose and Scope* section of this report. The report, or any excerpt thereof, shall not be used by any party other than the Client or for any other purpose than that specifically stated in our agreement or within the *Purpose and Scope* section of this report without the express written consent of Bureau Veritas.

Any reuse or distribution of this report without such consent shall be at the Client and the recipient's sole risk, without liability to Bureau Veritas.

Prepared by: Jordon Osborne,
Project Manager

Reviewed by:



Travis White,
Program Manager
Travis.White@bureauveritas.com
800.733.0660 x7296298

8. Appendices

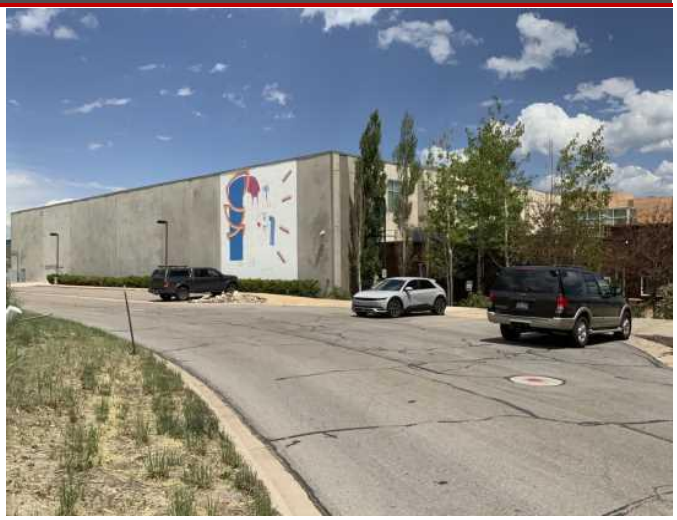
Appendix A: Photographic Record
Appendix B: Site Plan
Appendix C: Pre-Survey Questionnaire
Appendix D: Accessibility Review and Photos
Appendix E: Component Condition Report
Appendix F: Replacement Reserves
Appendix G: Equipment Inventory List

Appendix A:
Photographic Record

Photographic Overview



1 - FRONT ELEVATION



2 - LEFT ELEVATION



3 - REAR ELEVATION



4 - RIGHT ELEVATION

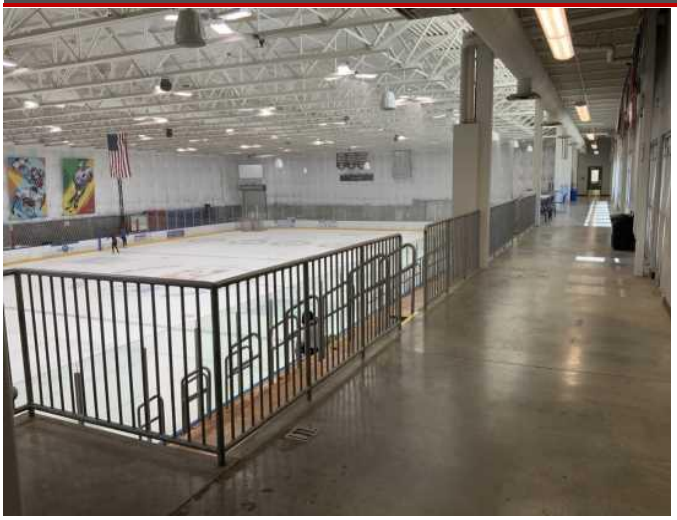


5 - ROOF OVERVIEW

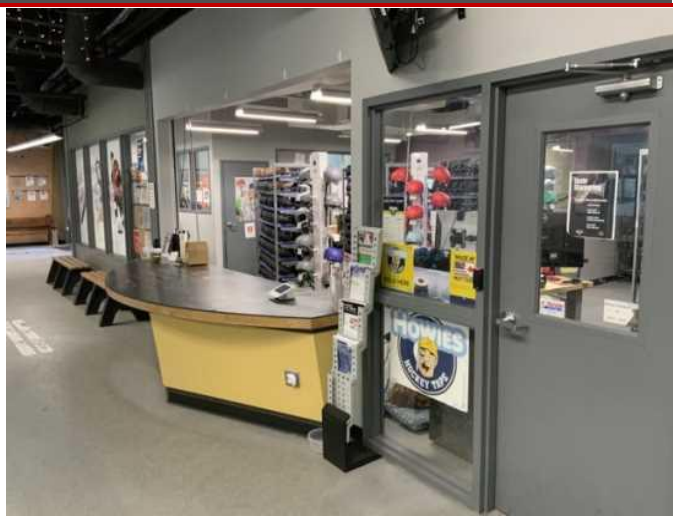


6 - ROOF OVERVIEW

Photographic Overview



7 - ICE ARENA



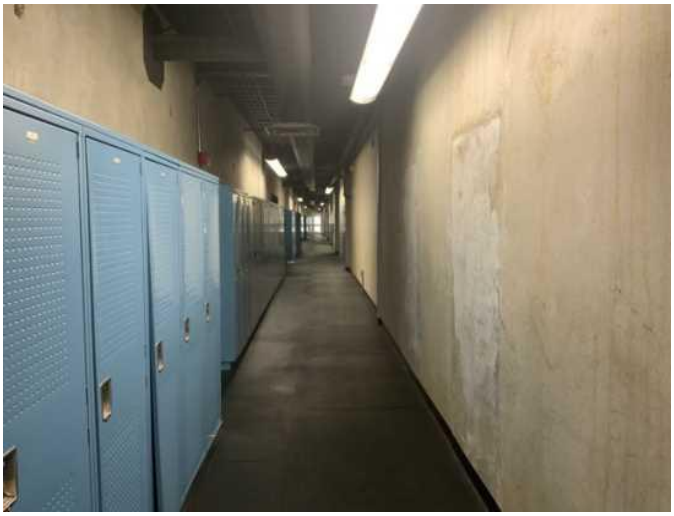
8 - FRONT DESK



9 - BREAKROOM



10 - PARTY ROOM

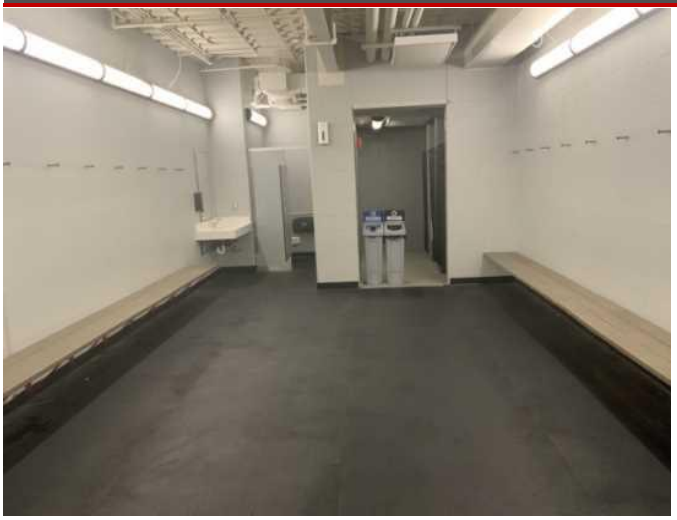


11 - HALLWAY



12 - MAINTENANCE SPACE

Photographic Overview



13 - LOCKER ROOM



14 - RESTROOM



15 - ELECTRICAL ROOM



16 - MECHANICAL ROOM



17 - PLUMBING ROOM



18 - PARKING LOT

Appendix B:
Site Plan

Site Plan



Project Number	Project Name
163168.23R000-001.468	Park City Ice Arena
Source	**On-Site Date**
Google	June 27, 2023

Appendix C:
Pre-Survey Questionnaire

BV Facility Condition Assessment: Pre-Survey Questionnaire

Building / Facility Name:	**Park City Ice Arena**
Name of person completing form:	**Amanda Angevine**
Title / Association with property:	**General Manager**
Length of time associated w/ property:	**12 Years**
Date Completed:	**May 8, 2023**
Phone Number:	**435-615-5706**
Method of Completion:	**PRIOR: fully completed by client in advance**

Directions: Please answer all questions to the best of your knowledge and in good faith. Please provide additional details in the Comments column, or backup documentation for any ***Yes*** responses.

<table>
<tr><th colspan="2">Data Overview</th><th colspan="3">Response</th></tr>
<tr><td>1</td><td>Year/s constructed / renovated</td><td colspan="3">Building opened in February, 2006</td></tr>
<tr><td>2</td><td>Building size in SF</td><td colspan="3">49,000 sqft</td></tr>
<tr><td rowspan="8">3</td><td rowspan="8">Major Renovation/Rehabilitation</td><td></td><td>Year</td><td>Additional Detail</td></tr>
<tr><td>Façade</td><td>NA</td><td></td></tr>
<tr><td>Roof</td><td>NA</td><td></td></tr>
<tr><td>Interiors</td><td>2018</td><td>FY 2018, repainted interior</td></tr>
<tr><td>HVAC</td><td>NA</td><td>Putting an RFP out now to replace 9 units</td></tr>
<tr><td>Electrical</td><td>NA</td><td></td></tr>
<tr><td>Site Pavement</td><td></td><td>Pavement on mezzanine has been replaced twice, in ’06 and 2018.</td></tr>
<tr><td>Accessibility</td><td>NA</td><td></td></tr>
<tr><th colspan="2">Question</th><th colspan="3">Response</th></tr>
<tr><td>4</td><td>List other significant capital improvements (focus on recent years; provide approximate date).</td><td colspan="3">Evaporative Condenser: Replaced in 2017
Dehumidification system: Replaced in 2022
Water Softeners: Replaced 2023
Grey ice resurfacer- rebuilt in 2022</td></tr>
</table>

Data Overview		Response
5	List any major capital expenditures planned/requested for the next few years. Have they been budgeted?	HVAC: 9 units, for Summer/Fall 2023, budgeted for Red ice resurfacer- replacement ordered, paid for. Refrigeration Skid: Within the next 5 years, not budgeted for Rubber Flooring throughout facility: At the same time skid is replaced, not budgeted for Water heaters 2027, budgeted for Boilers 2027, budgeted for Dasher board system, TBD, no funding *If we secure additional funding for the refrigeration skid, flooring and dasher board system, we should have enough budget for all other maintenance and replacement. However, looking for this assessment to update estimated remaining life for equipment and more accurate replacement costs.*
6	Describe any on-going extremely problematic, historically chronic, or immediate facility needs.	See #7 below

Mark the column corresponding to the appropriate response. Please provide additional details in the Comments column, or backup documentation for any **Yes** responses. (**NA** indicates "*Not Applicable*", **Unk** indicates *"Unknown"*)

Question		Response				Comments
		Yes	No	Unk	NA	
7	Are there any problems with foundations or structures, like excessive settlement?	X				Yes, mezzanine outside of rink is built on fill dirt. This area settles each year, resulting in pavement cracking. Slab has been re-poured twice and additional drainage was installed last time. Initially, we believed water was entering the building and causing leaks. With 2018 repair, we believe the water is coming in at the wall, deck or thresholds. Leaks are located in the locker rooms and lobby.
8	Are there any wall, window, basement or roof leaks?	X				In addition to above, the roof over the front offices has leaks when the roof drain backs up. This winter was the first year we had leaking in the front office, party room and lobby. Generally, it's just in the lobby area. We also have ground water that comes up in the data room, a small retail closet and elevator shaft. We have a small pump in this area.
9	Has any part of the facility ever contained visible suspect mold growth, or have there been any indoor air quality or mold related complaints from occupants?	X				Water from leaks and the floor scrubber get under the rubber matting throughout the facility, particularly the locker rooms. The lady's locker room had an issue, we cleaned and glued the flooring in- in house. This wasn't feasible for the rest of the space but remains and concern in the other areas.
10	Are your elevators unreliable, with frequent service calls?			X		No regular service calls. Regularly have moisture/water in the bottom. Using sump pump to remove water, particularly in winter and spring.
11	Are there any plumbing leaks, water pressure, or clogging/back-up problems?		X			
12	Have there been any leaks or pressure problems with natural gas, HVAC supply/return lines, or steam service?	X				Snow load resulted in gas seepage this winter which was addressed by removing snow. One leak was at the end of the line, and we were able to isolate it with no impact. Replacement of 9 HVAC units anticipated for this summer/fall.
13	Are any areas of the facility inadequately heated, cooled or ventilated? Any poorly insulated areas?	X				Roof is not a low E ceiling, which is best insulation for ice rinks. We think issues with heating/ cooling is more the HVAC than insulation.
14	Is the electrical service outdated, undersized, or otherwise problematic?		X			

Mark the column corresponding to the appropriate response. Please provide additional details in the Comments column, or backup documentation for any ***Yes*** responses. (**NA** indicates "*Not Applicable*", **Unk** indicates *"Unknown"*)						
Question		Response				Comments
		Yes	No	Unk	NA	
15	Are there any problems or inadequacies with exterior lighting?	X				Some issues, blown ballast in 3 outside lights
16	Is site/parking drainage inadequate, with excessive ponding or other problems?		X			
17	Are there any other unresolved construction defects or significant issues/hazards at the property that have not yet been identified above?		X			
18	ADA: Has an accessibility study been performed at the site? If so, indicate when.			X		Not aware of any ADA study.
19	ADA: If a study has occurred, have the associated recommendations been addressed? In full or in part?				X	
20	ADA: Have there been regular complaints about accessibility issues, or associated previous or pending litigation?		X			

More on mezzanine:

Originally the concrete deck (top slab over roof slab) above the lockers was installed in Dec 2005/Jan 2006, but not the rest of the plaza. After the bleachers were built, the plaza adjoining the deck was built in the Spring/Summer of '06. The contractor replaced the top deck slab and plaza later that summer as there was not enough slope at the deck.
The most recent reconstruction was in 2018. The plaza was torn out and the top and bottom slab of the locker room was sealed. The top 2' of clay soils were removed, and a drain pipe and gravel were installed under the new concrete plaza. The drain pipe was connected to the drain installed (2010?) at the edge of the plaza and runs down beside the bleachers. I think Chanz tried to patch an area of the plaza that settled, but I don't know when. Well before 2018. Any water from the plaza or hill is not getting into the building. It is most likely at the wall and deck or door thresholds or possibly the downspouts but those would be more obvious and localized. Hope this helps. Thanks

Appendix D:
Accessibility Review and Photos

Visual Survey - 2010 ADA Standards for Accessible Design

Property Name: Park City Ice Arena

BV Project Number: 163168.23R000-001.468

Facility History & Interview

	Question	Yes	No	Unk	Comments
1	Has an accessibility study been previously performed? If so, when?		X		
2	Have any ADA improvements been made to the property since original construction? Describe.		X		
3	Has building management reported any accessibility-based complaints or litigation?		X		

Park City Ice Arena: Accessibility Issues

Category	Major Issues (ADA study recommended)	Moderate Issues (ADA study recommended)	Minor Issues	None*
Parking				X
Exterior Accessible Route				X
Building Entrances				X
Interior Accessible Route				X
Elevators				X
Public Restrooms				X
Kitchens/Kitchenettes				X
Playgrounds & Swimming Pools	**NA**			
Other	**NA**			

**be cognizant that if the "None" box is checked that does not guarantee full compliance; this study is limited in nature*

Park City Ice Arena: Photographic Overview



OVERVIEW OF ACCESSIBLE PARKING AREA



CLOSE-UP OF STALL



ACCESSIBLE PATH



CURB CUT



MAIN ENTRANCE



AUTOMATIC DOOR OPENER

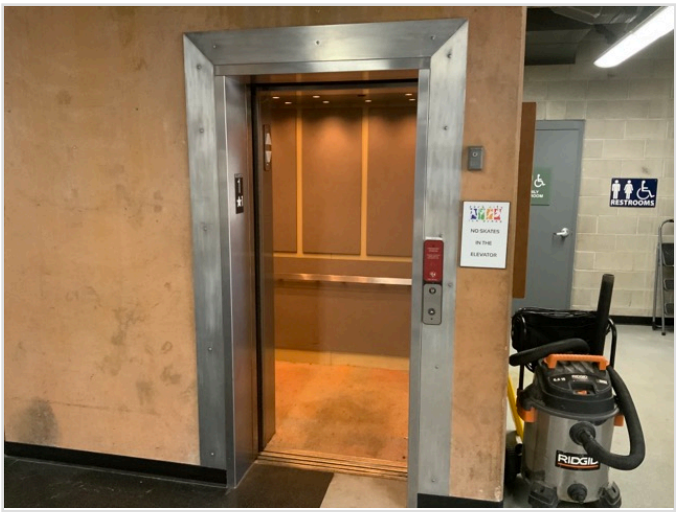
Park City Ice Arena: Photographic Overview



ACCESSIBLE INTERIOR PATH



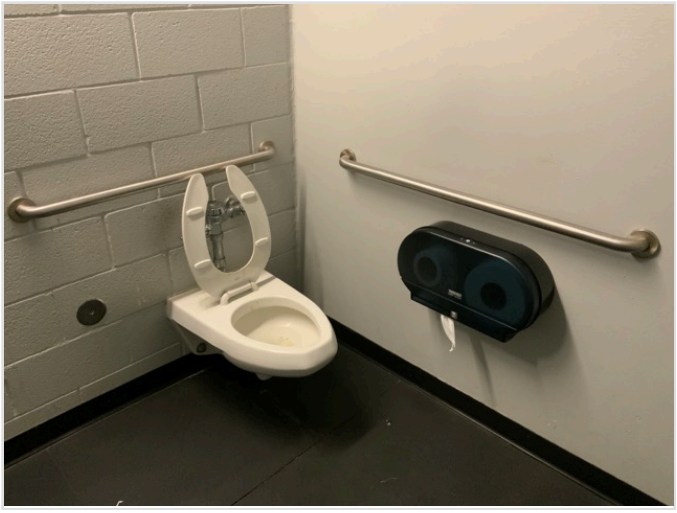
INTERIOR DOORS



LOBBY LOOKING AT CABS (WITH DOORS OPEN)



IN-CAB CONTROLS



TOILET STALL OVERVIEW

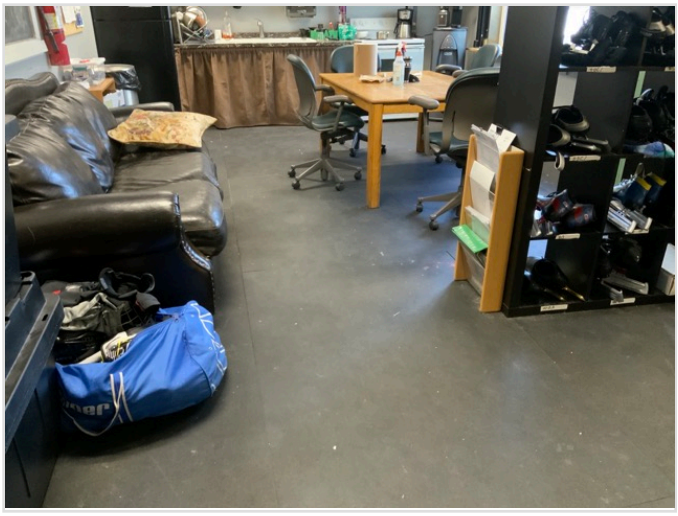


SINK, FAUCET HANDLES AND ACCESSORIES

Park City Ice Arena: Photographic Overview



KITCHEN OVERVIEW



KITCHEN PATH OF TRAVEL

Appendix E:
Component Condition Report

UF L3 Code	Location	Condition	Asset/Component/Repair	Quantity	RUL	ID
Facade						
B2010	Building Exterior	Fair	Exterior Walls, Metal Siding	5,000 SF	23	6752385
B2020	Building Exterior	Fair	Glazing, any type, by SF	4,500 SF	13	6752341
B2020	Throughout building	Fair	Screens & Shutters, Aluminum Window Screen, up to 15 SF	7	5	6752282
B2050	Building Exterior	Fair	Overhead/Dock Door, Aluminum, 12'x12' (144 SF)	4	13	6752375
B2050	Building Exterior	Poor	Exterior Door, Aluminum-Framed & Glazed, Swinging w/ Motor	2	2	6868123
B2050	Building Exterior	Fair	Exterior Door, Steel, Standard	2	23	6752342
B2050	Building Exterior	Fair	Exterior Door, Aluminum-Framed & Glazed, Standard Swing	12	13	6752276
B2070	Building Exterior	Fair	Louvers, Aluminum	3	23	6752368
Roofing						
B3010	Roof	Poor	Roofing, Single-Ply Membrane, TPO/PVC	38,000 SF	1	6752283
B3060	Roof	Fair	Roof Skylight, per unit, up to 20 SF	3	13	6752380
B3060	Roof	Good	Roof Hatch, Metal	2	25	6752266
Interiors						
C1010	42114/42113	Fair	Interior Wall Construction, Movable Partitions, Fabric 8 to 10' Height	100 LF	8	6868125
C1030	Throughout building	Fair	Door Hardware, School, per Door	80	13	6752362
C1030	Throughout building	Fair	Interior Door, Aluminum-Framed & Glazed, Standard Swing	11	23	6752376
C1030	Throughout building	Fair	Interior Door, Steel, Standard	53	23	6752390
C1070	Throughout building	Fair	Suspended Ceilings, Acoustical Tile (ACT)	15,000 SF	8	6752271
C1070	Ice Rink	Fair	Ice Rink Ceiling, Low Emissivity Ceiling Materials	25,000 SF	3	6867861
C1090	Throughout building	Fair	Lockers, Steel-Baked Enamel, 12" W x 15" D x 72" H	100	6	6752309
C1090	Locker Rooms	Poor	Toilet Partitions, Plastic/Laminate	34	0	6752268
C2010	Throughout building	Fair	Wall Finishes, any surface, Prep & Paint	20,000 SF	5	6752265
C2030	Throughout building	Poor	Flooring, Rubber Tile	18,000 SF	1	6752351
C2030	Throughout building	Failed	Flooring, Rubber Tile	7,000 SF	0	6868153
C2030	Throughout building	Fair	Flooring, any surface, w/ Paint or Sealant, Prep & Paint	15,000 SF	5	6752334
C2030	Throughout building	Fair	Flooring, any surface, w/ Epoxy Coating, Prep & Paint	9,000 SF	5	6752379
C2050	Throughout building	Fair	Ceiling Finishes, any flat surface, Prep & Paint	15,000 SF	3	6752256
Conveying						
D1010	42134	Fair	Passenger Elevator, Hydraulic, 2 Floors, Renovate [Elevator 1]	1	13	6752382
D1010	Lobby	Fair	Elevator Cab Finishes, Standard	1	3	6752377
D1010	42134	Fair	Elevator Controls, Automatic, 1 Car [1]	1	3	6752312
Plumbing						
D2010	42212	Fair	Water Heater, Gas, Residential	1	5	6752291

UF L3 Code	Location	Condition	Asset/Component/Repair	Quantity	RUL	ID
D2010	42116	Fair	Pump, Circulation, Domestic Water, 1/6 HP [Jacket Cooling Pump]	1	4	6876987
D2010	42120	Fair	Water Heater, Gas, Commercial (125 MBH)	1	5	6752264
D2010	42120	Fair	Backflow Preventer, Domestic Water	1	13	6752280
D2010	Throughout building	Fair	Sink/Lavatory, Vanity Top, Stainless Steel	6	13	6752338
D2010	42116	Fair	Pump, Circulation/Booster, Domestic Water, 3 HP [Heat Floor Pump]	1	4	6876988
D2010	Throughout building	Poor	Sink/Lavatory, Vanity Top, Solid Surface or Vitreous China	19	0	6752355
D2010	42116	Fair	Storage Tank, Domestic Water	1	4	6752310
D2010	42120	Excellent	Water Softener, Domestic Water	1	25	6752348
D2010	42116	Fair	Water Softener, Domestic Water	1	4	6752367
D2010	42120	Fair	Storage Tank, Domestic Water, 501 to 1000 GAL	1	15	6752285
D2010	Utility closets	Fair	Sink/Lavatory, Service Sink, Floor	2	18	6752356
D2010	42116	Fair	Pump, Circulation/Booster, Domestic Water, 3 HP [Snow Melt Pit Pump]	1	4	6876986
D2010	42116	Fair	Storage Tank, Domestic Water	1	4	6752275
D2010	42116	Fair	Pump, Circulation, Domestic Water, 0.75 HP [RO Circulator Pump]	1	4	6876966
D2010	42116	Fair	Supplemental Components, Reverse Osmosis/Deionized Water System, Domestic Water	1	4	6752299
D2010	Throughout building	Fair	Emergency Plumbing Fixtures, Eye Wash & Shower Station	2	5	6752323
D2010	42120	Fair	Backflow Preventer, Domestic Water	1	13	6752324
D2010	42120	Fair	Storage Tank, Domestic Water	1	13	6752371
D2010	42116	Fair	Storage Tank, Domestic Water	1	4	6752389
D2010	Locker Rooms	Poor	Shower, Valve & Showerhead	14	0	6752344
D2010	Throughout building	Fair	Toilet, Commercial Water Closet	34	13	6752360
D2010	42121	Fair	Water Heater, Gas, Tankless	1	9	6752325
D2010	42120	Fair	Backflow Preventer, Domestic Water	1	13	6752274
D2010	Throughout building	Fair	Plumbing System, Supply & Sanitary, Medium Density (excludes fixtures)	49,000 SF	23	6752337
D2010	42120	Excellent	Water Softener, Domestic Water	1	25	6752358
D2010	Lobby	Fair	Drinking Fountain, Wall-Mounted, Single-Level	3	8	6752295
D2010	Restrooms	Fair	Urinal, Standard	6	13	6752332
D2010	42120	Fair	Storage Tank, Domestic Water	1	5	6752381
HVAC						
D3020	42120	Fair	Unit Heater, Natural Gas	1	3	6752263
D3020	42118	Fair	Unit Heater, Natural Gas	1	3	6752333
D3020	42116	Fair	Unit Heater, Electric	1	4	6752292
D3020	42116	Fair	Boiler Supplemental Components, Expansion Tank	1	4	6752384
D3020	42116	Fair	Boiler, Gas, HVAC [RO System Boiler]	1	5	6752357
D3020	42120	Fair	Boiler, Gas, HVAC	1	5	6752296

UF L3 Code	Location	Condition	Asset/Component/Repair	Quantity	RUL	ID
D3020	42120	Fair	Boiler Supplemental Components, Expansion Tank	1	23	6752302
D3020	42140	Poor	Furnace, Gas	1	1	6752363
D3020	42116	Fair	Unit Heater, Electric	1	4	6752317
D3020	42121	Fair	Unit Heater, Natural Gas	1	3	6752373
D3030	Roof	Good	Heat Pump, Variable Refrigerant Volume (VRV)	1	13	6752335
D3030	Roof	Good	Chiller, Air-Cooled	1	23	6752270
D3030	42116	Fair	Ice Rink Chiller System, Skid	1	4	6873386
D3030	42116	Fair	Chiller, Vapor Absorption	1	4	6752284
D3050	42116	Fair	Pump, Distribution, HVAC Chilled or Condenser Water [Secondary Cooling Pump]	1	8	6752354
D3050	42116	Good	Pump, Distribution, HVAC Chilled or Condenser Water [C2 Electric Motor]	1	23	6752387
D3050	Roof	Poor	Packaged Unit, RTU, Pad or Roof-Mounted	1	1	6752383
D3050	42116	Fair	Pump, Distribution, HVAC Chilled or Condenser Water [Primary Cooling Pump]	1	8	6752277
D3050	Throughout building	Fair	HVAC System, Hydronic Piping, 4-Pipe	49,000 SF	23	6752386
D3050	Roof	Poor	Make-Up Air Unit, MUA or MAU	1	1	6752269
D3050	42118	Poor	Ice Melt System, Stainless Steel Piping	700 SF	2	6868124
D3050	42116	Fair	Supplemental Components, Surge Tank, HVAC	1	4	6752345
D3050	42116	Fair	Pump, Distribution, HVAC Chilled or Condenser Water [C1 electric motor]	1	8	6752258
D3050	Roof	Poor	Packaged Unit, RTU, Pad or Roof-Mounted	1	1	6752287
D3050	Roof	Poor	Packaged Unit, RTU, Pad or Roof-Mounted	1	1	6752281
D3050	42116	Fair	Pump, Distribution, HVAC Chilled or Condenser Water [Primary Condenser Pump]	1	8	6752339
D3050	Roof	Poor	Packaged Unit, RTU, Pad or Roof-Mounted	1	1	6752298
D3050	42116	Fair	Pump, Distribution, HVAC Chilled or Condenser Water	1	4	6752369
D3050	Roof	Poor	Packaged Unit, RTU, Pad or Roof-Mounted	1	1	6752352
D3050	42116	Fair	Pump, Distribution, HVAC Chilled or Condenser Water [Secondary Condenser Pump]	1	8	6752306
D3050	42116	Fair	Pump, Distribution, HVAC Chilled or Condenser Water	1	4	6752322
D3050	Throughout building	Fair	HVAC System, Ductwork, Medium Density	49,000 SF	13	6752308
D3050	Roof	Poor	Make-Up Air Unit, MUA or MAU	1	1	6752305
D3050	Roof	Poor	Packaged Unit, RTU, Pad or Roof-Mounted	1	1	6752326
D3060	Roof	Fair	Exhaust Fan, Roof or Wall-Mounted, 42" Damper	1	3	6752313
D3060	Roof	Fair	Exhaust Fan, Roof or Wall-Mounted, 12" Damper	1	5	6752260
D3060	Roof	Fair	Exhaust Fan, Roof or Wall-Mounted, 12" Damper	1	5	6752378
D3060	Roof	Fair	Exhaust Fan, Roof or Wall-Mounted, 12" Damper	1	5	6752359
D3060	Roof	Fair	Exhaust Fan, Roof or Wall-Mounted, 12" Damper	1	5	6752301
Fire Protection						
D4010	Ice arena	Fair	Supplemental Components, Fire Riser, Dry	1	23	6752321

UF L3 Code	Location	Condition	Asset/Component/Repair	Quantity	RUL	ID
D4010	Throughout building	Fair	Fire Suppression System, Full System Install/Retrofit, Medium Density/Complexity, Renovate	49,000 SF	23	6752278
D4030	Corner by party room 114	Fair	Fire Extinguisher, 10 LB	1	6	6877005
D4030	Upstairs by restrooms North	Fair	Fire Extinguisher, 10 LB	1	6	6876995
D4030	Hallway by storage room 123	Fair	Fire Extinguisher, 10 LB	1	6	6876992
D4030	Break room	Fair	Fire Extinguisher, 10 LB	1	6	6877004
D4030	Wall by Player box	Fair	Fire Extinguisher, 10 LB	1	6	6877002
D4030	By room 120 water heater	Fair	Fire Extinguisher, 10 LB	1	6	6876998
D4030	Room 118 Zamboni room	Fair	Fire Extinguisher, 10 LB	1	6	6877003
D4030	Upstairs restrooms South	Fair	Fire Extinguisher, 10 LB	1	6	6876993
D4030	Elevator mechanical room	Fair	Fire Extinguisher, 10 LB	1	6	6877000
D4030	Wall by me mechanical room 116	Fair	Fire Extinguisher, 10 LB	1	6	6876999
D4030	In storage room 121	Fair	Fire Extinguisher, 2.5 LB	1	6	6876994
D4030	Forklift	Fair	Fire Extinguisher, 2.5 LB	1	6	6877006
D4030	In mechanical room 116	Fair	Fire Extinguisher, 10 LB	1	6	6877001
D4030	Upstairs restrooms North	Fair	Fire Extinguisher, 10 LB	1	6	6876996
D4030	Front Entrance	Fair	Fire Extinguisher, 10 LB	1	6	6876989
D4030	Room 118 Zamboni room	Fair	Fire Extinguisher, 2.5 LB	1	6	6876991
D4030	In storage room 121	Fair	Fire Extinguisher, 10 LB	1	6	6876997
Electrical						
D5010	42119	Fair	Automatic Transfer Switch, ATS	1	8	6752364
D5010	Ice arena	Fair	Solar Power, Inverter	1	3	6752318
D5010	Site	Fair	Generator, Diesel	1	8	6752315
D5010	Roof	Fair	Solar Power, Photovoltaic (PV) Panel, 24 SF	24	6	6752254
D5010	42116	Fair	Supplemental Components, Battery Charger	1	4	6752343
D5020	42119	Fair	Distribution Panel, 277/480 V [FLDP1]	1	13	6752272
D5020	42119	Fair	Secondary Transformer, Dry, Stepdown	1	13	6752300
D5020	42119	Fair	Secondary Transformer, Dry, Stepdown	1	13	6752311
D5020	42119	Fair	Distribution Panel, 120/208 V	1	13	6752319
D5020	Site	Fair	Switchboard, 277/480 V	1	23	6752304
D5020	42119	Fair	Switchboard, 277/480 V	1	23	6752290
D5020	42119	Fair	Distribution Panel, 120/208 V [HM1]	1	13	6752297
D5030	42116	Fair	Variable Frequency Drive, VFD, by HP of Motor, Replace/Install	1	4	6752294
D5030	42116	Fair	Variable Frequency Drive, VFD, by HP of Motor, Replace/Install	1	4	6752273
D5030	Throughout building	Fair	Electrical System, Wiring & Switches, Average or Low Density/Complexity	49,000 SF	23	6752366
D5030	42116	Fair	Variable Frequency Drive, VFD, by HP of Motor, Replace/Install	1	4	6752255

UF L3 Code	Location	Condition	Asset/Component/Repair	Quantity	RUL	ID
D5040	Throughout building	Fair	Interior Lighting System, Full Upgrade, Medium Density & Standard Fixtures	49,000 SF	12	6752329
Fire Alarm & Electronic Systems						
D6060	Ice Rink	Fair	Intercom/PA System, Public Address Upgrade, Facility-Wide	20,000 SF	4	6868121
D7030	Throughout building	Poor	Security/Surveillance System, Full System Upgrade, Average Density	49,000 SF	0	6752316
D7030	Throughout building	Fair	Security/Surveillance System, Full System Upgrade, Average Density	49,000 SF	3	6752340
D7050	42119	Excellent	Fire Alarm Panel, Fully Addressable	1	14	6752314
D7050	Throughout building	Fair	Fire Alarm System, Full System Upgrade, Standard Addressable, Upgrade/Install	49,000 SF	8	6752388
D7050	42119	Failed	Fire Alarm Panel, Subpanel	1	0	6897637
D8010	42116	Poor	BAS/HVAC Controls, Extensive/Robust BMS or Smart Building System, Upgrade/Install	49,000 SF	1	6752391
Equipment & Furnishings						
E1040	Hallway	Good	Healthcare Equipment, Defibrillator (AED), Cabinet-Mounted	3	7	6752327
E2010	Ice arena	Fair	Bleachers, Telescoping Manual, up to 15 Tier (per Seat)	30	7	6752331
E2010	Throughout building	Good	Casework, Countertop, Solid Surface	40 LF	35	6752346
E2010	Locker Rooms	Fair	Fixed Seating, Courtroom/Church, Wood Benches/Pews	325 LF	13	6752289
E2010	Throughout building	Fair	Casework, Countertop, Plastic Laminate	22 LF	3	6752259
E2010	Throughout building	Fair	Casework, Cabinetry Economy	65 LF	5	6752303
Special Construction & Demo						
F1020	Site	Fair	Shed/Gazebo/Shade Structure, Wood or Metal-Framed, Standard	150 SF	13	6752328
F1050	Roof	Good	Arena Equipment, Dehumidifier & Control, 9000 CFM (300 LB)	1	14	6752267
Pedestrian Plazas & Walkways						
G2010	Site	Fair	Roadways, Signage, Guide & Directional, Replace/Install	28	10	6752370
G2020	Site	Fair	Parking Lots, Curb & Gutter, Concrete	2,000 LF	25	6752350
G2030	Site	Fair	Sidewalk, Concrete, Small Areas/Sections	9,500 SF	25	6752353
Athletic, Recreational & Playfield Areas						
G2050	Ice Rink	Fair	Sports Apparatus, Scoreboard, Electronic Standard	1	8	6868126
G2050	Ice arena	Fair	Sports Apparatus, Hockey, Rink Perimeter Dasher Boards	800 LF	3	6752336
Sitework						
G2060	Site	Fair	Retaining Wall, Concrete Cast-in-Place	250 SF	33	6752372
G2060	Site	Fair	Signage, Property, Building-Mounted Individual Letters, Replace/Install	16	8	6752365
G2060	Site	Fair	Bike Rack, Fixed 1-5 Bikes	2	7	6752288
G2060	Storage rooms	Fair	Fences & Gates, Fence, Chain Link 6'	70 LF	23	6752286
G4050	Building Exterior	Fair	Exterior Fixture w/ Lamp, any type, w/ LED Replacement	9	3	6752320
Follow-up Studies						
P2030	Site	Poor	Engineering Study, Civil, Landscaping, Design	1	0	6752279

Appendix F:
Replacement Reserves

Replacement Reserves Report

Park City Ice Arena

8/23/2023

Location	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	Total Escalated Estimate
Park City Ice Arena	$269,150	$1,288,015	$35,222	$3,771,657	$1,846,701	$260,402	$114,331	$18,079	$490,291	$2,088	$7,526	$0	$330,349	$1,337,100	$72,604	$562,270	$735,838	$7,438	$191,864	$690,315	$48,404	**$12,079,643**
Grand Total	**$269,150**	**$1,288,015**	**$35,222**	**$3,771,657**	**$1,846,701**	**$260,402**	**$114,331**	**$18,079**	**$490,291**	**$2,088**	**$7,526**	**$0**	**$330,349**	**$1,337,100**	**$72,604**	**$562,270**	**$735,838**	**$7,438**	**$191,864**	**$690,315**	**$48,404**	**$12,079,643**

Uniformat Code	ID	Cost Description	Lifespan (EUL)	EAge	RUL	Quantity	Unit	Unit Cost *	Subtotal	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	Deficiency Repair Estimate
B2020	6752341	Glazing, any type, by SF, Replace	30	17	13	4500	SF	$55.00	$247,500														$247,500								**$247,500**
B2020	6752282	Screens & Shutters, Aluminum Window Screen, up to 15 SF, Replace	10	5	5	7	EA	$150.00	$1,050						$1,050										$1,050							**$2,100**
B2050	6868123	Exterior Door, Aluminum-Framed & Glazed, Swinging w/ Motor, Replace	30	28	2	2	EA	$11,000.00	$22,000			$22,000																				**$22,000**
B2050	6752276	Exterior Door, Aluminum-Framed & Glazed, Standard Swing, Replace	30	17	13	12	EA	$3,200.00	$38,400														$38,400								**$38,400**
B2050	6752375	Overhead/Dock Door, Aluminum, 12'x12' (144 SF), Replace	30	17	13	4	EA	$4,400.00	$17,600														$17,600								**$17,600**
B3010	6752283	Roofing, Single-Ply Membrane, TPO/PVC, Replace	20	19	1	38000	SF	$17.00	$646,000		$646,000																				**$646,000**
B3060	6752380	Roof Skylight, per unit, up to 20 SF, Replace	30	17	13	3	EA	$1,300.00	$3,900														$3,900								**$3,900**
C1010	6868125	Interior Wall Construction, Movable Partitions, Fabric 8 to 10' Height, Replace	25	17	8	100	LF	$29.40	$2,940									$2,940													**$2,940**
C1030	6752362	Door Hardware, School, per Door, Replace	30	17	13	80	EA	$400.00	$32,000														$32,000								**$32,000**
C1070	6752271	Suspended Ceilings, Acoustical Tile (ACT), Replace	25	17	8	15000	SF	$3.50	$52,500									$52,500													**$52,500**
C1070	6867861	Ice Rink Ceiling, Low Emissivity Ceiling Materials, Replace	30	27	3	25000	SF	$123.00	$3,075,000				$3,075,000																		**$3,075,000**
C1090	6752268	Toilet Partitions, Plastic/Laminate, Replace	20	20	0	34	EA	$750.00	$25,500	$25,500																				$25,500	**$51,000**
C1090	6752309	Lockers, Steel-Baked Enamel, 12" W x 15" D x 72" H, Replace	20	14	6	100	EA	$500.00	$50,000							$50,000															**$50,000**
C2010	6752265	Wall Finishes, any surface, Prep & Paint	10	5	5	20000	SF	$1.50	$30,000						$30,000										$30,000						**$60,000**
C2030	6752334	Flooring, any surface, w/ Paint or Sealant, Prep & Paint	10	5	5	15000	SF	$1.50	$22,500						$22,500										$22,500						**$45,000**
C2030	6752379	Flooring, any surface, w/ Epoxy Coating, Prep & Paint	10	5	5	9000	SF	$12.00	$108,000						$108,000										$108,000						**$216,000**
C2030	6868153	Flooring, Rubber Tile, Replace	15	15	0	7000	SF	$13.05	$91,350	$91,350															$91,350						**$182,700**
C2030	6752351	Flooring, Rubber Tile, Replace	15	14	1	18000	SF	$9.00	$162,000		$162,000															$162,000					**$324,000**
C2050	6752256	Ceiling Finishes, any flat surface, Prep & Paint	10	7	3	15000	SF	$2.00	$30,000				$30,000										$30,000								**$60,000**
D1010	6752377	Elevator Cab Finishes, Standard, Replace	15	12	3	1	EA	$9,000.00	$9,000				$9,000														$9,000				**$18,000**
D1010	6752312	Elevator Controls, Automatic, 1 Car, Replace	20	17	3	1	EA	$5,000.00	$5,000				$5,000																		**$5,000**
D1010	6752382	Passenger Elevator, Hydraulic, 2 Floors, Renovate	30	17	13	1	EA	$55,000.00	$55,000														$55,000								**$55,000**
D2010	6752310	Storage Tank, Domestic Water, Replace	30	26	4	1	EA	$3,000.00	$3,000					$3,000																	**$3,000**
D2010	6752275	Storage Tank, Domestic Water, Replace	30	26	4	1	EA	$3,000.00	$3,000					$3,000																	**$3,000**
D2010	6752389	Storage Tank, Domestic Water, Replace	30	26	4	1	EA	$5,000.00	$5,000					$5,000																	**$5,000**
D2010	6752381	Storage Tank, Domestic Water, Replace	30	25	5	1	EA	$2,400.00	$2,400						$2,400																**$2,400**
D2010	6752371	Storage Tank, Domestic Water, Replace	30	17	13	1	EA	$3,000.00	$3,000														$3,000								**$3,000**
D2010	6752285	Storage Tank, Domestic Water, 501 to 1000 GAL, Replace	30	15	15	1	EA	$6,000.00	$6,000																$6,000						**$6,000**
D2010	6876987	Pump, Circulation, Domestic Water, 1/6 HP, Replace	15	11	4	1	EA	$2,600.00	$2,600					$2,600														$2,600			**$5,200**
D2010	6876988	Pump, Circulation/Booster, Domestic Water, 3 HP, Replace	15	11	4	1	EA	$5,100.00	$5,100					$5,100														$5,100			**$10,200**
D2010	6752367	Water Softener, Domestic Water, Replace	25	21	4	1	EA	$3,100.00	$3,100					$3,100																	**$3,100**
D2010	6876986	Pump, Circulation/Booster, Domestic Water, 3 HP, Replace	15	11	4	1	EA	$5,100.00	$5,100					$5,100														$5,100			**$10,200**
D2010	6876966	Pump, Circulation, Domestic Water, 0.75 HP, Replace	15	11	4	1	EA	$3,100.00	$3,100					$3,100														$3,100			**$6,200**
D2010	6752291	Water Heater, Gas, Residential, Replace	15	10	5	1	EA	$1,300.00	$1,300						$1,300															$1,300	**$2,600**
D2010	6752264	Water Heater, Gas, Commercial (125 MBH), Replace	20	15	5	1	EA	$12,400.00	$12,400						$12,400																**$12,400**
D2010	6752325	Water Heater, Gas, Tankless, Replace	15	6	9	1	EA	$1,600.00	$1,600										$1,600												**$1,600**
D2010	6752280	Backflow Preventer, Domestic Water, Replace	30	17	13	1	EA	$1,400.00	$1,400														$1,400								**$1,400**
D2010	6752324	Backflow Preventer, Domestic Water, Replace	30	17	13	1	EA	$3,200.00	$3,200														$3,200								**$3,200**
D2010	6752274	Backflow Preventer, Domestic Water, Replace	30	17	13	1	EA	$5,200.00	$5,200														$5,200								**$5,200**
D2010	6752355	Sink/Lavatory, Vanity Top, Solid Surface or Vitreous China, Replace	30	30	0	19	EA	$1,100.00	$20,900	$20,900																					**$20,900**
D2010	6752344	Shower, Valve & Showerhead, Replace	30	30	0	14	EA	$1,600.00	$22,400	$22,400																					**$22,400**
D2010	6752323	Emergency Plumbing Fixtures, Eye Wash & Shower Station, Replace	20	15	5	2	EA	$2,300.00	$4,600						$4,600																**$4,600**
D2010	6752295	Drinking Fountain, Wall-Mounted, Single-Level, Replace	15	7	8	3	EA	$1,200.00	$3,600									$3,600													**$3,600**
D2010	6752338	Sink/Lavatory, Vanity Top, Stainless Steel, Replace	30	17	13	6	EA	$1,200.00	$7,200														$7,200								**$7,200**
D2010	6752360	Toilet, Commercial Water Closet, Replace	30	17	13	34	EA	$1,300.00	$44,200														$44,200								**$44,200**

Replacement Reserves Report

Park City Ice Arena

8/23/2023

Uniformat Code	ID	Cost Description	Lifespan (EUL)	EAge	RUL	Quantity	Unit	Unit Cost *	Subtotal	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	Deficiency Repair Estimate
D2010	6752332	Urinal, Standard, Replace	30	17	13	6	EA	$1,100.00	$6,600														$6,600								**$6,600**
D2010	6752356	Sink/Lavatory, Service Sink, Floor, Replace	35	17	18	2	EA	$800.00	$1,600																			$1,600			**$1,600**
D2010	6752299	Supplemental Components, Reverse Osmosis/Deionized Water System, Domestic Water, Replace	20	16	4	1	EA	$21,600.00	$21,600					$21,600																	**$21,600**
D3020	6752363	Furnace, Gas, Replace	20	19	1	1	EA	$2,500.00	$2,500		$2,500																				**$2,500**
D3020	6752357	Boiler, Gas, HVAC, Replace	30	25	5	1	EA	$12,700.00	$12,700						$12,700																**$12,700**
D3020	6752296	Boiler, Gas, HVAC, Replace	30	25	5	1	EA	$12,700.00	$12,700						$12,700																**$12,700**
D3020	6752263	Unit Heater, Natural Gas, Replace	20	17	3	1	EA	$4,700.00	$4,700				$4,700																		**$4,700**
D3020	6752333	Unit Heater, Natural Gas, Replace	20	17	3	1	EA	$4,700.00	$4,700				$4,700																		**$4,700**
D3020	6752373	Unit Heater, Natural Gas, Replace	20	17	3	1	EA	$4,700.00	$4,700				$4,700																		**$4,700**
D3020	6752292	Unit Heater, Electric, Replace	20	16	4	1	EA	$2,200.00	$2,200					$2,200																	**$2,200**
D3020	6752317	Unit Heater, Electric, Replace	20	16	4	1	EA	$2,200.00	$2,200					$2,200																	**$2,200**
D3020	6752384	Boiler Supplemental Components, Expansion Tank, Replace	40	36	4	1	EA	$45,400.00	$45,400					$45,400																	**$45,400**
D3030	6873386	Ice Rink Chiller System, Skid, Replace	20	16	4	1	EA	$1,200,000.00	$1,200,000					$1,200,000																	**$1,200,000**
D3030	6752284	Chiller, Vapor Absorption, Replace	30	26	4	1	EA	$200,000.00	$200,000					$200,000																	**$200,000**
D3030	6752335	Heat Pump, Variable Refrigerant Volume (VRV), Replace	15	2	13	1	EA	$55,000.00	$55,000														$55,000								**$55,000**
D3050	6868124	Ice Melt System, Stainless Steel Piping, Replace	10	8	2	700	SF	$16.00	$11,200			$11,200										$11,200									**$22,400**
D3050	6752345	Supplemental Components, Surge Tank, HVAC, Replace	30	26	4	1	EA	$8,840.00	$8,840					$8,840																	**$8,840**
D3050	6752369	Pump, Distribution, HVAC Chilled or Condenser Water, Replace	25	21	4	1	EA	$34,700.00	$34,700					$34,700																	**$34,700**
D3050	6752322	Pump, Distribution, HVAC Chilled or Condenser Water, Replace	25	21	4	1	EA	$34,700.00	$34,700					$34,700																	**$34,700**
D3050	6752354	Pump, Distribution, HVAC Chilled or Condenser Water, Replace	25	17	8	1	EA	$6,800.00	$6,800									$6,800													**$6,800**
D3050	6752277	Pump, Distribution, HVAC Chilled or Condenser Water, Replace	25	17	8	1	EA	$22,000.00	$22,000									$22,000													**$22,000**
D3050	6752258	Pump, Distribution, HVAC Chilled or Condenser Water, Replace	25	17	8	1	EA	$46,200.00	$46,200									$46,200													**$46,200**
D3050	6752339	Pump, Distribution, HVAC Chilled or Condenser Water, Replace	25	17	8	1	EA	$6,500.00	$6,500									$6,500													**$6,500**
D3050	6752306	Pump, Distribution, HVAC Chilled or Condenser Water, Replace	25	17	8	1	EA	$6,100.00	$6,100									$6,100													**$6,100**
D3050	6752383	Packaged Unit, RTU, Pad or Roof-Mounted, Replace	20	19	1	1	EA	$25,000.00	$25,000		$25,000																				**$25,000**
D3050	6752269	Make-Up Air Unit, MUA or MAU, Replace	20	19	1	1	EA	$35,000.00	$35,000		$35,000																				**$35,000**
D3050	6752287	Packaged Unit, RTU, Pad or Roof-Mounted, Replace	20	19	1	1	EA	$11,000.00	$11,000		$11,000																				**$11,000**
D3050	6752281	Packaged Unit, RTU, Pad or Roof-Mounted, Replace	20	19	1	1	EA	$11,000.00	$11,000		$11,000																				**$11,000**
D3050	6752298	Packaged Unit, RTU, Pad or Roof-Mounted, Replace	20	19	1	1	EA	$7,500.00	$7,500		$7,500																				**$7,500**
D3050	6752352	Packaged Unit, RTU, Pad or Roof-Mounted, Replace	20	19	1	1	EA	$15,000.00	$15,000		$15,000																				**$15,000**
D3050	6752305	Make-Up Air Unit, MUA or MAU, Replace	20	19	1	1	EA	$35,000.00	$35,000		$35,000																				**$35,000**
D3050	6752326	Packaged Unit, RTU, Pad or Roof-Mounted, Replace	20	19	1	1	EA	$6,500.00	$6,500		$6,500																				**$6,500**
D3050	6752308	HVAC System, Ductwork, Medium Density, Replace	30	17	13	49000	SF	$4.00	$196,000														$196,000								**$196,000**
D3060	6752313	Exhaust Fan, Roof or Wall-Mounted, 42" Damper, Replace	20	17	3	1	EA	$11,000.00	$11,000				$11,000																		**$11,000**
D3060	6752260	Exhaust Fan, Roof or Wall-Mounted, 12" Damper, Replace	20	15	5	1	EA	$1,400.00	$1,400						$1,400																**$1,400**
D3060	6752378	Exhaust Fan, Roof or Wall-Mounted, 12" Damper, Replace	20	15	5	1	EA	$1,400.00	$1,400						$1,400																**$1,400**
D3060	6752359	Exhaust Fan, Roof or Wall-Mounted, 12" Damper, Replace	20	15	5	1	EA	$1,400.00	$1,400						$1,400																**$1,400**
D3060	6752301	Exhaust Fan, Roof or Wall-Mounted, 12" Damper, Replace	20	15	5	1	EA	$1,400.00	$1,400						$1,400																**$1,400**
D4030	6877005	Fire Extinguisher, 10 LB, Replace	10	4	6	1	EA	$150.00	$150							$150											$150				**$300**
D4030	6876995	Fire Extinguisher, 10 LB, Replace	10	4	6	1	EA	$150.00	$150							$150											$150				**$300**
D4030	6876992	Fire Extinguisher, 10 LB, Replace	10	4	6	1	EA	$150.00	$150							$150											$150				**$300**
D4030	6877004	Fire Extinguisher, 10 LB, Replace	10	4	6	1	EA	$150.00	$150							$150											$150				**$300**
D4030	6877002	Fire Extinguisher, 10 LB, Replace	10	4	6	1	EA	$150.00	$150							$150											$150				**$300**
D4030	6876998	Fire Extinguisher, 10 LB, Replace	10	4	6	1	EA	$150.00	$150							$150											$150				**$300**
D4030	6877003	Fire Extinguisher, 10 LB, Replace	10	4	6	1	EA	$150.00	$150							$150											$150				**$300**
D4030	6876993	Fire Extinguisher, 10 LB, Replace	10	4	6	1	EA	$150.00	$150							$150											$150				**$300**
D4030	6877000	Fire Extinguisher, 10 LB, Replace	10	4	6	1	EA	$150.00	$150							$150											$150				**$300**
D4030	6876999	Fire Extinguisher, 10 LB, Replace	10	4	6	1	EA	$150.00	$150							$150											$150				**$300**
D4030	6876994	Fire Extinguisher, 2.5 LB, Replace	10	4	6	1	EA	$150.00	$150							$150											$150				**$300**
D4030	6877006	Fire Extinguisher, 2.5 LB, Replace	10	4	6	1	EA	$150.00	$150							$150											$150				**$300**

Replacement Reserves Report

Park City Ice Arena

8/23/2023

Uniformat Code	ID	Cost Description	Lifespan (EUL)	EAge	RUL	Quantity	Unit	Unit Cost *	Subtotal	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	Deficiency Repair Estimate
D4030	6877001	Fire Extinguisher, 10 LB, Replace	10	4	6	1	EA	$150.00	$150							$150										$150					**$300**
D4030	6876996	Fire Extinguisher, 10 LB, Replace	10	4	6	1	EA	$150.00	$150							$150										$150					**$300**
D4030	6876989	Fire Extinguisher, 10 LB, Replace	10	4	6	1	EA	$150.00	$150							$150										$150					**$300**
D4030	6876991	Fire Extinguisher, 2.5 LB, Replace	10	4	6	1	EA	$150.00	$150							$150										$150					**$300**
D4030	6876997	Fire Extinguisher, 10 LB, Replace	10	4	6	1	EA	$150.00	$150							$150										$150					**$300**
D5010	6752315	Generator, Diesel, Replace	25	17	8	1	EA	$58,000.00	$58,000									$58,000													**$58,000**
D5010	6752343	Supplemental Components, Battery Charger, Replace	20	16	4	1	EA	$1,630.00	$1,630					$1,630																	**$1,630**
D5010	6752318	Solar Power, Inverter, Replace	15	12	3	1	EA	$3,000.00	$3,000				$3,000															$3,000			**$6,000**
D5010	6752254	Solar Power, Photovoltaic (PV) Panel, 24 SF, Replace	20	14	6	24	EA	$1,800.00	$43,200							$43,200															**$43,200**
D5010	6752364	Automatic Transfer Switch, ATS, Replace	25	17	8	1	EA	$25,000.00	$25,000									$25,000													**$25,000**
D5020	6752300	Secondary Transformer, Dry, Stepdown, Replace	30	17	13	1	EA	$20,000.00	$20,000														$20,000								**$20,000**
D5020	6752311	Secondary Transformer, Dry, Stepdown, Replace	30	17	13	1	EA	$6,000.00	$6,000														$6,000								**$6,000**
D5020	6752272	Distribution Panel, 277/480 V, Replace	30	17	13	1	EA	$5,300.00	$5,300														$5,300								**$5,300**
D5020	6752319	Distribution Panel, 120/208 V, Replace	30	17	13	1	EA	$7,000.00	$7,000														$7,000								**$7,000**
D5020	6752297	Distribution Panel, 120/208 V, Replace	30	17	13	1	EA	$6,000.00	$6,000														$6,000								**$6,000**
D5030	6752294	Variable Frequency Drive, VFD, by HP of Motor, Replace/Install	20	16	4	1	EA	$8,800.00	$8,800					$8,800																	**$8,800**
D5030	6752273	Variable Frequency Drive, VFD, by HP of Motor, Replace/Install	20	16	4	1	EA	$12,400.00	$12,400					$12,400																	**$12,400**
D5030	6752255	Variable Frequency Drive, VFD, by HP of Motor, Replace/Install	20	16	4	1	EA	$5,300.00	$5,300					$5,300																	**$5,300**
D5040	6752329	Interior Lighting System, Full Upgrade, Medium Density & Standard Fixtures, Replace	20	8	12	49000	SF	$4.50	$220,500													$220,500								**$220,500**
D6060	6868121	Intercom/PA System, Public Address Upgrade, Facility-Wide, Replace	10	6	4	20000	SF	$1.65	$33,000					$33,000										$33,000							**$66,000**
D7030	6752316	Security/Surveillance System, Full System Upgrade, Average Density, Replace	15	15	0	49000	SF	$2.00	$98,000	$98,000														$98,000						**$196,000**
D7030	6752340	Security/Surveillance System, Full System Upgrade, Average Density, Replace	15	12	3	49000	SF	$2.00	$98,000				$98,000															$98,000			**$196,000**
D7050	6897637	Fire Alarm Panel, Subpanel, Replace	15	15	0	1	EA	$4,000.00	$4,000	$4,000															$4,000						**$8,000**
D7050	6752388	Fire Alarm System, Full System Upgrade, Standard Addressable, Upgrade/Install	20	12	8	49000	SF	$3.00	$147,000									$147,000													**$147,000**
D7050	6752314	Fire Alarm Panel, Fully Addressable, Replace	15	1	14	1	EA	$15,000.00	$15,000															$15,000							**$15,000**
D8010	6752391	BAS/HVAC Controls, Extensive/Robust BMS or Smart Building System, Upgrade/Install	15	14	1	49000	SF	$6.00	$294,000		$294,000															$294,000					**$588,000**
E1040	6752327	Healthcare Equipment, Defibrillator (AED), Cabinet-Mounted, Replace	10	3	7	3	EA	$1,500.00	$4,500								$4,500										$4,500				**$9,000**
E2010	6752259	Casework, Countertop, Plastic Laminate, Replace	15	12	3	22	LF	$50.00	$1,100				$1,100															$1,100			**$2,200**
E2010	6752303	Casework, Cabinetry Economy, Replace	20	15	5	65	LF	$175.00	$11,375						$11,375																**$11,375**
E2010	6752331	Bleachers, Telescoping Manual, up to 15 Tier (per Seat), Replace	20	13	7	30	EA	$300.00	$9,000								$9,000														**$9,000**
E2010	6752289	Fixed Seating, Courtroom/Church, Wood Benches/Pews, Replace	30	17	13	325	LF	$300.00	$97,500														$97,500								**$97,500**
F1020	6752328	Shed/Gazebo/Shade Structure, Wood or Metal-Framed, Standard, Replace	30	17	13	150	SF	$150.00	$22,500														$22,500								**$22,500**
F1050	6752267	Arena Equipment, Dehumidifier & Control, 9000 CFM (300 LB), Replace	15	1	* 14	1	EA	$377,777.00	$377,777																			$377,777			**$377,777**
G2010	6752370	Roadways, Signage, Guide & Directional, Replace/Install	20	10	10	28	EA	$200.00	$5,600											$5,600											**$5,600**
G2050	6752336	Sports Apparatus, Hockey, Rink Perimeter Dasher Boards, Replace	20	17	3	800	LF	$250.00	$200,000				$200,000																		**$200,000**
G2050	6868126	Sports Apparatus, Scoreboard, Electronic Standard, Replace	25	17	8	1	EA	$8,000.00	$8,000									$8,000													**$8,000**
G2060	6752288	Bike Rack, Fixed 1-5 Bikes, Replace	20	13	7	2	EA	$600.00	$1,200								$1,200														**$1,200**
G2060	6752365	Signage, Property, Building-Mounted Individual Letters, Replace/Install	20	12	8	16	EA	$150.00	$2,400									$2,400													**$2,400**
G4050	6752320	Exterior Fixture w/ Lamp, any type, w/ LED Replacement, Replace	20	17	3	9	EA	$600.00	$5,400				$5,400																		**$5,400**
P2030	6752279	Engineering Study, Civil, Landscaping, Design	0	0	0	1	EA	$7,000.00	$7,000	$7,000																					**$7,000**
Totals, Unescalated										**$269,150**	**$1,250,500**	**$33,200**	**$3,451,600**	**$1,640,770**	**$224,625**	**$95,750**	**$14,700**	**$387,040**	**$1,600**	**$5,600**	**$0**	**$231,700**	**$910,500**	**$48,000**	**$360,900**	**$458,550**	**$4,500**	**$112,700**	**$393,677**	**$26,800**	**$9,921,862**
Totals, Escalated (3.0% inflation, compounded annually)										**$269,150**	**$1,288,015**	**$35,222**	**$3,771,657**	**$1,846,701**	**$260,402**	**$114,331**	**$18,079**	**$490,291**	**$2,088**	**$7,526**	**$0**	**$330,349**	**$1,337,100**	**$72,604**	**$562,270**	**$735,838**	**$7,438**	**$191,864**	**$690,315**	**$48,404**	**$12,079,643**

Appendix G:
Equipment Inventory List

D10 Conveying

Index	ID	UFCode	Component Description	Attributes	Capacity	Building	Location Detail	Manufacturer	Model	Serial	Dataplate Yr	Barcode	Qty
1	6752312	D1010	**Elevator Controls** [1]	Automatic, 1 Car		Park City Ice Arena	42134	ThyssenKrupp	TAC-20		2006	2078254	
2	6752382	D1010	**Passenger Elevator** [Elevator 1]	Hydraulic, 2 Floors	2000 LB	Park City Ice Arena	42134	ThyssenKrupp			2006	2078253	

D20 Plumbing

Index	ID	UFCode	Component Description	Attributes	Capacity	Building	Location Detail	Manufacturer	Model	Serial	Dataplate Yr	Barcode	Qty
1	6752310	D2010	**Storage Tank**	Domestic Water	175 GAL	Park City Ice Arena	42116	Smart	No dataplate	No dataplate	2006	2078178	
2	6752275	D2010	**Storage Tank**	Domestic Water	250 GAL	Park City Ice Arena	42116	Smart	No dataplate	No dataplate	2006	2078236	
3	6752371	D2010	**Storage Tank**	Domestic Water	250 GAL	Park City Ice Arena	42120	Smart	No dataplate	No dataplate	2006	2078256	
4	6752389	D2010	**Storage Tank**	Domestic Water	500 GAL	Park City Ice Arena	42116	No dataplate	No dataplate	No dataplate	2006	2078216	
5	6752381	D2010	**Storage Tank**	Domestic Water	80 GAL	Park City Ice Arena	42120	Burnham	AL79A	64908793N	2006	2078250	
6	6752285	D2010	**Storage Tank**	Domestic Water, 501 to 1000 GAL	1000 GAL	Park City Ice Arena	42120	Asme	RGA0752-90000	A06J00026145	2006	2078173	
7	6876988	D2010	**Pump** [Heat Floor Pump]	Circulation/Booster, Domestic Water, 3 HP		Park City Ice Arena	42116						
8	6876987	D2010	**Pump** [Jacket Cooling Pump]	Circulation, Domestic Water, 1/6 HP		Park City Ice Arena	42116	Taco	0013-F3	NA			
9	6876966	D2010	**Pump** [RO Circulator Pump]	Circulation, Domestic Water, 0.75 HP		Park City Ice Arena	42116						
10	6876986	D2010	**Pump** [Snow Melt Pit Pump]	Circulation/Booster, Domestic Water, 3 HP		Park City Ice Arena	42116						
11	6752264	D2010	**Water Heater**	Gas, Commercial (125 MBH)	99 GAL	Park City Ice Arena	42120	Lochinvar	CWL 1256PM	B06H00183833	2006	2078158	
12	6752291	D2010	**Water Heater**	Gas, Residential	30 GAL	Park City Ice Arena	42212	Rheem / Ruud	- 6 - G	RR 0106E00177	2006	2078166	
13	6752325	D2010	**Water Heater**	Gas, Tankless	6.4 GPM	Park City Ice Arena	42121	Rinnai	RUC98 i	JJ. BA-089358	2017	2078251	
14	6752348	D2010	**Water Softener**	Domestic Water	100 GPM	Park City Ice Arena	42120	Clack	WMG263671	1779801	2023	2078160	
15	6752367	D2010	**Water Softener**	Domestic Water	10 GPM	Park City Ice Arena	42116	No dataplate	No dataplate	No dataplate	2023	2078195	
16	6752358	D2010	**Water Softener**	Domestic Water	100 GPM	Park City Ice Arena	42120	Clack	WMG263671	1779798	2023	2078161	
17	6752280	D2010	**Backflow Preventer**	Domestic Water	1 IN	Park City Ice Arena	42120	No dataplate	No dataplate	No dataplate	2006	2078249	
18	6752324	D2010	**Backflow Preventer**	Domestic Water	2 IN	Park City Ice Arena	42120	No dataplate	No dataplate	No dataplate	2006	2078248	
19	6752274	D2010	**Backflow Preventer**	Domestic Water	3 IN	Park City Ice Arena	42120	No dataplate	No dataplate	No dataplate	2006	2078247	
20	6752299	D2010	**Supplemental Components**	Reverse Osmosis/Deionized Water System, Domestic Water		Park City Ice Arena	42116	NA	FMV-6	7755	2006	2078237	

D30 HVAC

Index	ID	UFCode	Component Description	Attributes	Capacity	Building	Location Detail	Manufacturer	Model	Serial	Dataplate Yr	Barcode	Qty
1	6752296	D3020	**Boiler**	Gas, HVAC	60 MBH	Park City Ice Arena	42120	Asme	B2HA 60	8093.71234890	2006	2078162	
2	6752357	D3020	**Boiler** [RO System Boiler]	Gas, HVAC	60 MBH	Park City Ice Arena	42116	Asme	B2HA 60	8093 71234890YTN	2006	2078179	
3	6752363	D3020	**Furnace**	Gas	40 MBH	Park City Ice Arena	42140	York	GY9S040A12UP11H	W0C5836451	2006	2078230	
4	6752292	D3020	**Unit Heater**	Electric	10 KW	Park City Ice Arena	42116	QMARK	MUH104	1105	2006	2078214	
5	6752317	D3020	**Unit Heater**	Electric	10 KW	Park City Ice Arena	42116	QMARK	MUH104	1105	2006	2078215	
6	6752263	D3020	**Unit Heater**	Natural Gas	30 MBH	Park City Ice Arena	42120	Modine Manufacturing	PD 30AE0185	38011022005-4352	2006	2078159	
7	6752333	D3020	**Unit Heater**	Natural Gas	50 MBH	Park City Ice Arena	42118	Modine Manufacturing	PD 50AE0185	38011013505-3727	2006	2078181	
8	6752373	D3020	**Unit Heater**	Natural Gas	50 MBH	Park City Ice Arena	42121	Modine Manufacturing	PD 50AE0185	38011013505-3723	2006	2078252	
9	6752384	D3020	**Boiler Supplemental Components**	Expansion Tank	1000 GAL	Park City Ice Arena	42116	No dataplate	No dataplate	No dataplate	2006	2078177	
10	6752302	D3020	**Boiler Supplemental Components**	Expansion Tank	50 GAL	Park City Ice Arena	42120	No dataplate	No dataplate	No dataplate	2006	2078175	
11	6752270	D3030	**Chiller**	Air-Cooled	50 TON	Park City Ice Arena	Roof	Daikin Industries	RCS050DYYYY-F	FB0U210900939	2021	2078148	
12	6752284	D3030	**Chiller**	Vapor Absorption	60 TON	Park City Ice Arena	42116	Henry	FA-24120-200	C250873A-1	2006	2078239	
13	6752335	D3030	**Heat Pump**	Variable Refrigerant Volume (VRV)	15 TON	Park City Ice Arena	Roof	Frick	XLP2-512-189	U164322801-01-01	2021	2078147	
14	6752369	D3050	**Pump**	Distribution, HVAC Chilled or Condenser Water	75 HP	Park City Ice Arena	42116	Vilter	K68575E-2	81300	2006	2078202	

15	6752322	D3050	**Pump**	Distribution, HVAC Chilled or Condenser Water	75 HP	Park City Ice Arena	42116	Vilter	K68376E-1	81301	2006	2078197
16	6752258	D3050	**Pump** [C1 electric motor]	Distribution, HVAC Chilled or Condenser Water	100 HP	Park City Ice Arena	42116	Teco	NA	HPEL47313022	2006	2078198
17	6752387	D3050	**Pump** [C2 Electric Motor]	Distribution, HVAC Chilled or Condenser Water	75 HP	Park City Ice Arena	42116	Teco	NA	ZH V722C614 004	2021	2078200
18	6752339	D3050	**Pump** [Primary Condenser Pump]	Distribution, HVAC Chilled or Condenser Water	7.5 HP	Park City Ice Arena	42116	Armstrong Air	Illegible	Illegible	2006	2078234
19	6752277	D3050	**Pump** [Primary Cooling Pump]	Distribution, HVAC Chilled or Condenser Water	30 HP	Park City Ice Arena	42116	Teco	NA	64B6560005	2006	2078240
20	6752306	D3050	**Pump** [Secondary Condenser Pump]	Distribution, HVAC Chilled or Condenser Water	5 HP	Park City Ice Arena	42116	Teco	NA	DQ3530030010	2006	2078206
21	6752354	D3050	**Pump** [Secondary Cooling Pump]	Distribution, HVAC Chilled or Condenser Water	10 HP	Park City Ice Arena	42116	Teco	NA	44A3310005	2006	2078241
22	6752345	D3050	**Supplemental Components**	Surge Tank, HVAC	1000 GAL	Park City Ice Arena	42116	Henry	RA-20096-509	C250873B-1	2006	2078170
23	6752269	D3050	**Make-Up Air Unit**	MUA or MAU	3400 CFM	Park City Ice Arena	Roof	ARES	SC-2 BD2E	A6438	2006	2078194
24	6752305	D3050	**Make-Up Air Unit**	MUA or MAU	3400 CFM	Park City Ice Arena	Roof	ARES	SC-2 BD2E	A6439	2006	2078156
25	6752383	D3050	**Packaged Unit**	RTU, Pad or Roof-Mounted	12.5 TON	Park City Ice Arena	Roof	York	DH150N20P4KAA3	N0N5708734	2006	2078257
26	6752287	D3050	**Packaged Unit**	RTU, Pad or Roof-Mounted	5 TON	Park City Ice Arena	Roof	York	DH060N10P4KBB2A	N0N5708896	2006	2078171
27	6752281	D3050	**Packaged Unit**	RTU, Pad or Roof-Mounted	5 TON	Park City Ice Arena	Roof	York	DH060N10P4KBB2A	N0N5708897	2006	2078169
28	6752298	D3050	**Packaged Unit**	RTU, Pad or Roof-Mounted	3 TON	Park City Ice Arena	Roof	York	DH036N08P4KBB1A	N0N5708895	2006	2078167
29	6752352	D3050	**Packaged Unit**	RTU, Pad or Roof-Mounted	6.5 TON	Park City Ice Arena	Roof	York	DH078N15B4KAA4	N0N5708733	2006	2078164
30	6752326	D3050	**Packaged Unit**	RTU, Pad or Roof-Mounted	2.5 TON	Park City Ice Arena	Roof	York	D1NH030N05606C	N0N5707688	2006	2078165
31	6752260	D3060	**Exhaust Fan**	Roof or Wall-Mounted, 12" Damper	1000 CFM	Park City Ice Arena	Roof	No dataplate	No dataplate	No dataplate	2006	2078155
32	6752378	D3060	**Exhaust Fan**	Roof or Wall-Mounted, 12" Damper	1000 CFM	Park City Ice Arena	Roof	No dataplate	No dataplate	No dataplate	2006	2078168
33	6752359	D3060	**Exhaust Fan**	Roof or Wall-Mounted, 12" Damper	1000 CFM	Park City Ice Arena	Roof	No dataplate	No dataplate	No dataplate	2006	2078163
34	6752301	D3060	**Exhaust Fan**	Roof or Wall-Mounted, 12" Damper	1000 CFM	Park City Ice Arena	Roof	No dataplate	No dataplate	No dataplate	2006	2078153
35	6752313	D3060	**Exhaust Fan**	Roof or Wall-Mounted, 42" Damper	20000 CFM	Park City Ice Arena	Roof	Illegible	Illegible	Illegible	2006	2078238

D40 Fire Protection

Index	ID	UFCode	Component Description	Attributes	Capacity	Building	Location Detail	Manufacturer	Model	Serial	Dataplate Yr	Barcode	Qty
1	6877005	D4030	**Fire Extinguisher**	10 LB		Park City Ice Arena	Corner by party room 114	Amerex (2005)					
2	6876995	D4030	**Fire Extinguisher**	10 LB		Park City Ice Arena	Upstairs by restrooms North	Badger (2005)					
3	6876992	D4030	**Fire Extinguisher**	10 LB		Park City Ice Arena	Hallway by storage room 123	Buckeye (1998)					
4	6877004	D4030	**Fire Extinguisher**	10 LB		Park City Ice Arena	Break room	Amerex (2010)					
5	6877002	D4030	**Fire Extinguisher**	10 LB		Park City Ice Arena	Wall by Player box	JL Industries (2005)					
6	6876998	D4030	**Fire Extinguisher**	10 LB		Park City Ice Arena	By room 120 water heater	Buckeye (1993)					
7	6877003	D4030	**Fire Extinguisher**	10 LB		Park City Ice Arena	Room 118 Zamboni room	Buckeye (2017)					
8	6876993	D4030	**Fire Extinguisher**	10 LB		Park City Ice Arena	Upstairs restrooms South	Badger (2005)					
9	6877000	D4030	**Fire Extinguisher**	10 LB		Park City Ice Arena	Elevator mechanical room	Badger (2006)					
10	6876999	D4030	**Fire Extinguisher**	10 LB		Park City Ice Arena	Wall by me mechanical room 116	Amerex (2005)					
11	6877001	D4030	**Fire Extinguisher**	10 LB		Park City Ice Arena	In mechanical room 116	Ansul (2020)					
12	6876996	D4030	**Fire Extinguisher**	10 LB		Park City Ice Arena	Upstairs restrooms North	Ansul (2023)					
13	6876989	D4030	**Fire Extinguisher**	10 LB		Park City Ice Arena	Front Entrance	Amerex (2003)					

14	6876997	D4030	**Fire Extinguisher**	10 LB		Park City Ice Arena	In storage room 121	Buckeye (2006)						
15	6876994	D4030	**Fire Extinguisher**	2.5 LB		Park City Ice Arena	In storage room 121	Buckeye (2018)						
16	6877006	D4030	**Fire Extinguisher**	2.5 LB		Park City Ice Arena	Forklift	Buckeye (2018)						
17	6876991	D4030	**Fire Extinguisher**	2.5 LB		Park City Ice Arena	Room 118 Zamboni room	Buckeye (2014)						

D50 Electrical

Index	ID	UFCode	Component Description	Attributes	Capacity	Building	Location Detail	Manufacturer	Model	Serial	Dataplate Yr	Barcode	Qty
1	6752315	D5010	**Generator**	Diesel	125 KW	Park City Ice Arena	Site	Kohler	Inaccessible	Inaccessible	2006	2078174	
2	6752318	D5010	**Solar Power**	Inverter	2.8 KW	Park City Ice Arena	Ice arena	Sunpower	SPR-5000m	2000683273	2009	2078226	
3	6752364	D5010	**Automatic Transfer Switch**	ATS	400 AMP	Park City Ice Arena	42119	Kohler	No dataplate	No dataplate	2006	2078207	
4	6752300	D5020	**Secondary Transformer**	Dry, Stepdown	150 KVA	Park City Ice Arena	42119	Eaton Cutler-Hammer	V48M28B49CU	JAN /05/2006	2006	2078204	
5	6752311	D5020	**Secondary Transformer**	Dry, Stepdown	15 KVA	Park City Ice Arena	42119	Eaton Cutler-Hammer	V48M28B15CU	JAN /12/2006	2006	2078201	
6	6752304	D5020	**Switchboard**	277/480 V	1600 AMP	Park City Ice Arena	Site	Eaton Cutler-Hammer	NA	NA	2006	2078229	
7	6752290	D5020	**Switchboard**	277/480 V	1600 AMP	Park City Ice Arena	42119	Eaton Cutler-Hammer	SSL53510	01/06/06	2006	2078205	
8	6752319	D5020	**Distribution Panel**	120/208 V	600 AMP	Park City Ice Arena	42119	Eaton Cutler-Hammer	BX3673	12/2005	2006	2078208	
9	6752272	D5020	**Distribution Panel** [FLDP1]	277/480 V	400 AMP	Park City Ice Arena	42119	Eaton Cutler-Hammer	Y52060	12/2005	2006	2078246	
10	6752297	D5020	**Distribution Panel** [HM1]	120/208 V	400 AMP	Park City Ice Arena	42119	Eaton Cutler-Hammer	Y52072	12/2005	2006	2078196	
11	6752294	D5030	**Variable Frequency Drive**	VFD, by HP of Motor	15 HP	Park City Ice Arena	42116	Danfoss	13183609003824H221	003824H221	2006	2078180	
12	6752273	D5030	**Variable Frequency Drive**	VFD, by HP of Motor	25 HP	Park City Ice Arena	42116	No dataplate	No dataplate	No dataplate	2006	2078235	
13	6752255	D5030	**Variable Frequency Drive**	VFD, by HP of Motor	5 HP	Park City Ice Arena	42116	Yaskawa	CIMR-ZU4A0040FAA	1W1445543470001	2006	2078203	

D70 Electronic Safety & Security

Index	ID	UFCode	Component Description	Attributes	Capacity	Building	Location Detail	Manufacturer	Model	Serial	Dataplate Yr	Barcode	Qty
1	6897637	D7050	**Fire Alarm Panel**	Subpanel		Park City Ice Arena	42119						
2	6752314	D7050	**Fire Alarm Panel**	Fully Addressable		Park City Ice Arena	42119	Quick Start	No dataplate	No dataplate	2022	2078209	

E10 Equipment

Index	ID	UFCode	Component Description	Attributes	Capacity	Building	Location Detail	Manufacturer	Model	Serial	Dataplate Yr	Barcode	Qty
1	6752327	E1040	**Healthcare Equipment**	Defibrillator (AED), Cabinet-Mounted		Park City Ice Arena	Hallway						3

F10 OTHER

Index	ID	UFCode	Component Description	Attributes	Capacity	Building	Location Detail	Manufacturer	Model	Serial	Dataplate Yr	Barcode	Qty
1	6752267	F1050	**Arena Equipment**	Dehumidifier & Control, 9000 CFM (300 LB)	9000	Park City Ice Arena	Roof	Munters	ICA-1500-040-G	22059363-0001	2022	2078149	

February 2, 2026

MHTN ARCHITECTS

Logan Jones
Senior Project Manager - Engineering
Park City Municipal

Re: Park City Ice Arena: Feasibility Study Proposal

Logan,

Thank you for reaching out regarding the anticipated updates at the Park City Ice Arena. We appreciate the opportunity to submit our qualifications for this exciting project. As requested, here is the proposed outline of the understood scope of services based on our site walk on December 10, 2025 with Mike Deirsen and yourself. We have updated items based on our coordination calls to better refine scope and schedule.

Project Information

- This project focuses on a feasibility analysis of the Park City Ice Arena located at 600 Gillmor Way, Park City, UT 84060.
- Original building was constructed in 2007 by Hogan Construction. The building houses Olympic size ice sheet, seating for 350, team locker rooms, party rooms, rental shop, and other administrative support functions. The building is primarily concrete tilt-up construction.
- There are long term water infiltration issues into the locker rooms along east side of the building. City has tried multiple options to replace topping slab that sits above lockers, but water issues persist.
- Additionally, there have been long-term issues with settling along the east side berm that could be exacerbating water infiltration issues. City has recently replaced the upper concrete walkways but there appears to be new settlement.
- In conjunction with the anticipated water remediation project, the City would like to evaluate potential expansion options.
- The city has provided previous report information that will be used as a jumping off point for the project:
    - 2015 Expansion Feasibility Study
    - 2023 Facility Condition Assessment
- The project budget has not been set yet, but it is anticipated that the work will be phased. Desire is to begin work on the first phase in 2026.
- Feasibility study would begin after Council approval in February and run for an anticipated 12 weeks.

Project Approach + Study Components

MHTN Architects is a full-service design firm based in Salt Lake City. Our team of 100+ has broad experience in planning, architecture, landscape, environmental graphic design, and interior design. Our work spans many market sectors, giving us a deep understanding of how projects like the PC Ice Arena strengthen the communities they serve. We bring a unique perspective to every partnership, balancing program vision, fiscal responsibility, and community trust.

280 South 400 West, Suite 250, Salt Lake City, Utah 84101 / P 801.595.6700 / F 801.595.6717 / www.mhtn.com

We have been fortunate enough to work with Park City Municipal on past projects. We are also partnering with the Park City School District on improvements to the Kearns Campus and Treasure Mountain Sports Complex. Along the Wasatch Back we are currently working with the South Summit on a district-wide master plan and with Heber City on a place-making project that includes trail improvements, a potential ice sheet, and other downtown amenity improvements.

For the PC Ice Arena, we will bring our expertise to guide your team through the feasibility planning process. Our goal is to meet your schedule commitment by March so that internal discussion can be had with the city about project funding in 2026. We would propose the following schedule and scope alignment:

- *March*
    - Project Visioning: We will meet with the key stakeholders to establish project goals and success factors. Project timeline will be discussed and agreed upon.
    - Existing Building Analysis: Our team will visit the building to document the overall condition and systems deficiencies. We will review as-built documentation including previous feasibility study and facility assessment. Attention will be paid to the assembly review of the east façade where water is infiltrating the building
    - Program Development: Based on the investigation work and public/city input we will develop an anticipated space list for the building expansion. We will discuss project priorities to delineate wants and needs. This priority process will help define potential phasing strategies.
- *April*
    - Community Outreach: With any public project it is important to consider the voice of the community. This outreach can take many forms including public surveys, marketing input boards at the building, or community open houses. The goal is to identify what your community is passionate about and provide a level of transparency and accountability to the process. Based on our January connect w/ Linda Jager we understand that our role would be to collaborate with the city in outreach opportunities. We anticipate that the goal is to align with IAP2 Consult approach. MHTN would produce content for events including the upcoming City open house and other digital engagement tools.
    - Remediation Strategies: Our team will provide potential water and settlement remediation strategies. We will explore both the option to treat as a stand-alone project or include in the anticipated building expansion strategies. Goal is to evaluate what can be repaired as is and what can be repaired for future expansion in expansion in mind.
    - Building Expansion Studies: We will rapidly explore multiple campus and building configurations to visualize the impact of different strategies. Based on previous studies and ongoing discussions about the north pickle ball courts it is anticipated that the expansion will move to the east of the building.
- *May*
    - Design Synthesis: A final solution will be presented that encompasses all the ideas discussed during the study process
    - Phasing and Cost Analysis: We will work with our cost consultant to provide relevant cost data for the anticipated phased project.

- **Final Deliverable:** Our team will synthesize the project information into a final report that can be used by the City to guide future conversations about the Ice Arena. This would include:
  - Existing building analysis information
  - Anticipated expansion program
  - Remediation option matrix
  - Expansion diagrams (building and site)
  - Phasing studies
  - Cost data
  - Overall project recommendations

To support this effort, we would propose the following MHTN team members. Their expertise in similar projects and processes means we will hit the ground running with the feasibility study

- **Scott Later, AIA**: Principal
- **Ryan Wallace, AIA, AICP**: Urban Planner
- **Emily Seang** Community Planner
- **Joe Milillo:** Project Manager
- **Matt Drake:** Project Architect

If requested, the following professional engineering team can support the feasibility study. We would like to have further discussion with the City to ensure the engineering team aligns with your expectations.

- Landscape Architecture: **MHTN**
- Structural Engineering: **Reavely Engineers**
- Mechanical Engineer: **Colvin Engineering**
- Electrical/AV: **Envision Engineering**

Compensation

Based on our current understanding of the project we would propose the following compensation:

Item	*Scope*	*Lump Sum*

Base Fee	• Project meeting prep/attendance
	  ○ Client/steering committee meetings (4)
	  ○ Council meetings (2)
	• Develop project vision and goals
	• Space list and priority matrix development
	• Expansion + phasing studies
	• Cost model
	• Final report development
	• Internal project coordination
		$23,625

Existing Condition Assessment	• Tour existing building with project team • Review existing FCA and as-built information • Document existing conditions and • Provide remediation strategies to address water infiltration issues	$9,800

Community Engagement	• Collaborate with City Community Engagement team to support public process (align IAP2 spectrum = Consult) • Utilize developed analysis content for engagement opportunities including city open house, digital platforms, • Attend (1) in-person outreach events	$4,700

Consultant Engagement	• Provide engineering recommendations for future expansions and ongoing upkeep
	• (1) site visit to review existing conditions
	• Input and recommendation summary on proposed strategies
	  ○ Structural = $2,500
	  ○ Electrical = $3,300
	  ○ Mechanical = $3,300
		$9,100

	MHTN Proposed Fee Total	**$47,225**

Reimbursable expenses, including travel and printing, will be billed monthly at 1.1 times their cost.

Exclusions

The following items are not included in the fee proposal:

- Additional scope, consultants or services beyond those outlined in the RFP response
- Full facility assessment and report
- 3D presentation quality renderings or physical models
- Geotechnical, hazard, or environmental survey work
- Traffic Study
- Construction/bid documentation
- Out of state travel for research or benchmarking

We look forward to working with your team on this project. As always, please do not hesitate to reach out with any questions or concerns.

Sincerely,

MHTN Architects, Inc



Scott Later, AIA
Principal

City Council Staff Report

Subject: Utah Renewable Communities Update
Author: Luke Cartin
Department: Environmental Sustainability
Date: February 26, 2026

Recommendation

This work session is intended to provide an update and prepare Council for timely action should the Utah Public Service Commission (PSC) approve the Utah Renewable Communities (URC) program. Staff recommend that the City Council:

1. Review the status of the URC net-100% renewable electricity program.
2. Discuss anticipated next steps if the program is approved by the PSC.
3. Identify an elected official representative to serve as Park City's primary member on the URC Board.

Background

- 2016: Park City, Summit County, and Salt Lake City retained Energy Strategies to complete a community renewable energy feasibility study.
- 2017: Park City signed a Joint Clean Energy Cooperation Statement with Rocky Mountain Power (RMP) to collaboratively pursue pathways toward local renewable energy goals.
- 2019: The Utah Legislature passed the Community Renewable Energy Act, authorizing communities to partner with RMP to achieve net-100% renewable electricity supply.
- Late 2019: The PSC adopted formal rules governing implementation of the program.
- 2021: Park City approved the Interlocal Cooperation Agreement establishing the Community Renewable Energy Agency (CREA). Park City joined as a founding anchor member and contributed to shared legal, technical, and regulatory costs.
- December 2025: The PSC held a formal hearing on the URC program filing. A decision is anticipated in the coming weeks.

Discussion

Park City has been a leader in renewable energy policy in Utah. The 2019 Community Renewable Energy Act created a pathway for communities to get to a net-100% renewable electricity supply by 2030. This coalition, the Utah Renewable Communities (URC), currently includes 19 participating communities, representing approximately 25% of Rocky Mountain Power's total electricity sales. The program has been developed over the past five years through a collaborative regulatory process involving participating cities and counties, RMP, state regulators, and key stakeholders.

The board, comprised of elected officials, and staff participate in monthly meetings to move this program forward. It meets monthly to discuss program design, low-income programs, and communication of the renewable energy program.

Understanding the URC proposed program:
The net-100 renewable electricity goal means that over the course of a year, the total amount of electricity used by Park City residents and businesses will be matched by an equivalent

amount of renewable energy produced on the Rocky Mountain Power grid. It also has a higher bill credit for low-income customers that stay in the program. This program is an opt-out model, meaning customers in participating communities are automatically enrolled to ensure the program has the scale necessary to keep rates low. However, it is built on the principle of customer choice with robust noticing and communications, allowing any resident or business to opt-out to stay with standard energy mix.

Board representation:
The City needs to identify an elected official to serve as the primary representative on the CREA Board. This individual will attend monthly meetings to discuss program design and regulatory updates. The appointed elected official will receive full staff support from the Environmental Sustainability Department to assist with technical details and policy analysis.

Potential next steps:
If the PSC approves the program, several steps must occur for Park City to remain in the program:

- Ordinance Adoption: Within 90 days of approval, the City Council will need to vote on a formal ordinance to officially enroll the community into the approved program.
- Customer Notifications: The City will coordinate with Rocky Mountain Power to send two formal notices to all customers via mail. These notices will explain the program, the projected rates, and the process for opting out.
- Opt-Out Period: Following the notifications, a formal opt-out period will begin. Residents who do not wish to participate must be able to do so without penalty during the initial launch phase.
- Resource Procurement: The Agency will move forward with selecting specific renewable energy projects (solar, wind, or geothermal) to be built or contracted to supply the program.

City Council
Staff Report

Subject: Quinn's Junction Area Park and Ride
Author: Conor Campobasso, Alex Roy, Julia Collins
Department: Transportation Planning
Date: February 26, 2026

Executive Summary

Staff is moving ahead with analysis of potential park-and-ride locations in the Quinn's Junction area and continuing their work implementing elements within the City's long-range transportation plan, Park City Forward's Guiding Principle, including developing a "Park Once Community." Council previously provided direction for staff to further evaluate a two-location concept (formally discussed on August 14, 2025), with the Gordo and Richardson Flat sites evaluated to support overall operations. This topic was also discussed in the more recent Re-Create 248 Council discussions on January 8 and January 20, 2026. The purpose of earlier discussions was to share information and explore options rather than seek formal site selection, as two major efforts, the Deer Valley Project Partnership Agreement (Exhibit A) and the Re-Create 248 Alternatives Analysis (Exhibit B), were still underway.

Since those discussions, two major policy milestones have been reached that fundamentally clarify the context for the park-and-ride decision. First, Council approved the Deer Valley Project Partnership Agreement at the November 18, 2025, Council meeting, establishing funding expectations for a regional transportation facility near SR-248 (Exhibit A). Second, and most critically, Council formally adopted the Re-Create 248 Locally Preferred Alternative (LPA) at the January 20, 2026, Council meeting, which consists of dedicated side-running bus lanes along SR-248 (Exhibit C).

With the LPA now approved, the park-and-ride discussion shifts from a conceptual exploration to an implementation-driven decision. The adopted LPA requires a defined eastern terminus to support transit operations, ridership performance, environmental review, and cost certainty. As a result, clear direction on the recommended first-phase eastern park-and-ride site and an eastern project limit is needed to advance Re-Create 248 into environmental review, final design, and construction phases, maintain competitiveness for state and federal funding, and keep the project on schedule for delivery ahead of 2034.

Based on prior Council feedback, technical analysis, and the operational requirements of the adopted Re-Create 248 LPA, staff recommends Council confirm the Gordo site as the recommended first-phase eastern park-and-ride buildout and provide direction on advancing Re-Create 248 environmental review with an eastern project limit that supports service to Richardson Flat, while retaining flexibility to adjust where dedicated-lane infrastructure ends, pending FTA coordination and a cost/benefit and performance assessment.

Background

Park-and-ride facilities have long been identified as a cornerstone of Park City's transportation strategy, supporting a transit-first approach to managing congestion and reducing vehicle trips into the City. Over several years, Council has reviewed multiple staff communications evaluating potential park-and-ride sites in the Quinn's Junction area, with primary focus on the Gordo property and Richardson Flat.

Earlier Council discussions occurred while two critical elements of the broader transportation program were still unresolved. During that period, Council generally indicated a preference for the Gordo site, though that feedback was framed as guidance for continued evaluation rather than a final site selection. At the time, the City was still negotiating the Deer Valley Project Partnership Agreement, and the Re-Create 248 Alternatives Analysis had not yet identified or secured Council approval of a preferred transit configuration.

Those uncertainties have now been resolved. Council's adoption of the Re-Create 248 LPA establishes dedicated side-running bus lanes as the long-term transit solution for SR-248. This decision significantly elevates the importance of a well-located, operationally efficient eastern terminus that can support frequent, reliable bus service and maximize the benefits of the dedicated lane investment.

Council Direction

With the Re-Create 248 LPA adopted, advancing the project beyond planning requires clear definition of its limits and supporting facilities. The park-and-ride site is no longer an abstract future consideration; it is an integral component of the approved transit concept and must be defined to proceed with environmental review, engineering, and funding applications.

Staff is actively exploring opportunities to leverage the City's existing and planned park-and-ride investments, approximately $30 million to date, as a local match for future state and federal transit funding. Clear Council direction on the recommended first-phase site and an eastern project limit is necessary to credibly position these investments as part of a unified funding strategy. Without Council confirmation of these parameters, staff cannot demonstrate the level of project readiness and local commitment required to remain competitive, particularly as peer communities advance similarly scoped projects.

Site Considerations

Through multiple years of analysis, the Gordo site has consistently emerged as the recommended first-phase eastern park-and-ride buildout option from a transportation, transit operations, and implementation standpoint. The factors supporting this recommendation are widely recognized in the transportation industry as strong indicators of a successful park-and-ride location: (i) secured site control (City ownership); (ii) reduced environmental constraints that improve feasibility and schedule certainty; (iii) direct access to a principal corridor (SR-248); and (iv) strong transit operability, specifically, the ability to seamlessly connect with the dedicated side-running bus lanes established under the Re-Create 248 LPA.

The Environmental Regulatory team has recently completed remediation activities on the Gordo property. With manageable site constraints and known conditions, the site offers a predictable path forward in terms of cost, schedule, and delivery risk. That level of certainty supports timely delivery as demand grows along the SR-248 corridor and as additional development on the east side increases the need for reliable, high-capacity intercept parking and transit connections. Richardson Flat continues to be considered a viable secondary or overflow facility and may play a role in future phases of the City's regional transportation system. However, as a first-phase eastern terminus, it presents additional complexity: environmental and permitting considerations can extend schedules and increase delivery risk; access is less direct for frequent bus operations and requires additional circulation/turning movements; and long-term site planning and ownership/partner coordination factors introduce uncertainty. Collectively, these issues make it less suitable for near-term implementation of dedicated-lane infrastructure compared to options with clearer site control and more straightforward corridor integration.

Advancing Gordo for the first-phase buildout does not foreclose future improvements at Richardson Flat. Rather, it establishes a clear focal point for near-term investment and helps align park-and-ride development with the adopted transit infrastructure.

Relationship to Re-Create 248 and Funding Strategy

The park-and-ride decision is directly linked to the success of the Re-Create 248 project. The approved LPA relies on a functional eastern terminus to support service reliability, ridership growth, and system performance. Without a confirmed site, staff cannot meaningfully advance environmental review, conceptual design, or grant applications tied to the dedicated bus lane project.

From a funding perspective, site confirmation allows the City to align Deer Valley contributions, City capital investments, and external funding sources into a single, coherent strategy. This clarity strengthens the City's credibility with UDOT, FTA, and other partners and positions Park City to act quickly as competitive funding opportunities emerge.

Staff Recommendation and Requested Direction

We recommend the Gordo site for the first-phase eastern park-and-ride buildout and suggest advancing Re-Create 248 environmental review with an eastern project limit that supports service to Richardson Flat, while retaining flexibility to adjust the dedicated-lane infrastructure limit (e.g., SR-248/Richardson Flat Rd) pending FTA coordination and a cost/benefit and performance assessment.

If dedicated-lane infrastructure is ultimately limited to the SR-248/Richardson Flat Rd area, staff would continue transit service to the Richardson Flat park-and-ride and evaluate targeted transit priority treatments (e.g., queue jump and/or signal priority) to maintain reliability through the intersection.

This action would confirm project priorities, reinforce funding readiness, and provide the clarity required to advance both the park-and-ride facility and Re-Create 248 without further delay. With Council direction, staff would incorporate the park-and-ride concept into the upcoming Re-Create 248 Environmental Impact Study (anticipated to begin in April) and proceed with more detailed analysis of park-and-ride demand, operations, and conceptual design. Given the interdependence of these projects, delay in establishing direction would directly affect schedule, funding competitiveness, and delivery certainty.

Exhibits

Exhibit A: Deer Valley Project Partnership Agreement
Exhibit B: Re-Create 248 Level 2 Screening Report
Exhibit C: Re-Create 248 LPA Resolution

PROJECT PARTNERSHIP AGREEMENT

by and between

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

and

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

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PROJECT PARTNERSHIP AGREEMENT

This Project Partnership Agreement ("**Agreement**") is entered into as of November 18th, 2025 (the "**Effective Date**"), by and between PARK CITY MUNICIPAL CORPORATION, a political subdivision of the State of Utah ("**City**"), and DEER VALLEY RESORT COMPANY, LLC, a Utah limited liability company, and its successors and assigns (collectively, "**DVR**"). City and DVR are each referred to herein as a "**Party**" and collectively as the "**Parties**."

RECITALS

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

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

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

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

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

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

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

AGREEMENT

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

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

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

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

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

(c) "**City Code**" means the Park City Municipal Code.

(d) "**City Council**" means City Council of Park City Municipal Corporation.

(e) "**City Engineer**" means the licensed engineer or engineering firm retained by City to provide engineering services for an Approved Project.

(f) "**Construction Contract**" means the construction contract between City and the Contractor for construction of an Approved Project.

(g) "**Contractor**" means the licensed general contractor retained by City for an Approved Project.

(h) "**Development Management Agreement**" means the agreement, if any, between City and the Development Manager (which may include internal City staff or an external consultant) governing development management services for an Approved Project.

(i) "**Development Manager**" means the person or entity, whether internal or external to City, duly qualified (and, if required by applicable law, licensed) to provide development management services for an Approved Project.

(j) "**DVR Total Commitment**" means up to the amount of Fifteen Million Dollars ($15,000,000.00), to be paid as described herein.

(k) "**Minimum Operation Standard**" has the meaning set forth in Section 5(e).

(l) "**Off-season**" means when DVR chair lifts are not operating for skiing purposes.

(m) "**Parking Operator**" means the entity responsible for running the day-to-day operation of the Parking Project.

(n) "**Parking Project**" means the Regional Transportation Facility components of the Approved Project.

(o) "**Person**" means any natural person, any unincorporated association, any corporation, any partnership, any joint venture, any limited liability company, any trust or any other legal entity.

(p) "**Plans and Specifications**" means the plans and specifications for an Approved Project, which shall be prepared by City's architect and/or engineer and reviewed by City and City Engineer in accordance with the requirements for plans and specifications for construction projects of City similar to such Approved Project, and also reviewed by DVR as detailed herein.

(q) "**Pre-Approved Project**" means a Project, that may be located on two sites, with the Regional Transportation Facility required to be near Utah State Route 248 and comprised of (i) or (ii), as follows: (i)(A) a Regional Transportation Facility located in a parking structure and associated facilities with a minimum of nine hundred (900) parking spaces, and (B) Affordable

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

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

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

3. APPROVAL OR CERTIFICATION OF PROJECT(S).

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

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

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

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

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

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

b) A proposed Project schedule (the "**Project Schedule**") that includes anticipated dates of all major Project milestones and project phasing, including, without limitation, project milestones and phasing relative to the impacts of the Snow Park Redevelopment; and

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

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

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

a) Contractor bids for constructing the Approved Project in accordance with the Project Proposal;

b) City Planning Commission's Non-Appealable zoning or other land-use entitlements necessary for such Project Proposal; and

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

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

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

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

4. CONTRIBUTIONS AND DISBURSEMENTS.

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

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

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

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

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

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

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

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

a) parking for all of Snow Park will be limited to 1,971 parking spaces, of which only 1,360 parking spaces may be designated for day skier use and the remaining 611 parking spaces are designated for hotel, residential, dining, retail, entertainment, and commercial uses, and prohibited for day skier parking, and paid parking shall be implemented by DVR;

b) a gondola from Snow Park to Silver Lake Lodge will be constructed, with gondola access continuing to the gondola coming from the area formerly known as Mayflower and now known as Deer Valley East Village;

c) existing, private Doe Pass Road will be improved and allow perpetual public access rights, including public emergency, public utility, and public transportation easements;

d) the Snow Park Redevelopment will include a multimodal transportation center, to accommodate transit, resort/lodging vehicles, and drop off lanes;

e) skier, day use, employee parking plans, and use of the full gondola alignment, including the area referred to as the Deer Valley East Village area, will be provided for in the updated Snow Park Redevelopment mitigation plans, provided no aspect of those plans will allow the MPD or the MPD Amendment to regulate any portion of the Resort located outside of City boundaries;

f) Exhibit 2 to the MPD will be amended to include up to 15,000 additional square feet for maintenance facilities and up to 15,000 additional square feet for restaurant/commercial facilities for use at Silver Lake Lodge, which will support use of the gondola;

g) Carpenter lift at the Resort will be realigned to allow the location of the gondola to Silver Lake Lodge;

h) a proposed Lift 7 circulator lift will be included along the new gondola alignment to provide a beginner ski pod;

i) DVR's affordable housing obligations under the MPD of 67.1 AUEs will be satisfied by construction of new affordable housing, subject to confirmation on final uses, and using housing authority calculations at the time of CUP permit filing, provided that housing shall be located within City limits and near public transit and the Ski Rail site may be considered a pre-approved location for DVR's affordable housing Bedrooms for the Snow Park Redevelopment;

j) DVR's construction mitigation plans will maintain temporary public access and regulate permitted times for truck trips to minimize soil hauling resulting from excavation; and

k) consistent with Paragraph H of the Amended 12th Master Plan Development Permit, the UEs and support commercial will be calculated in accordance with the 2022 Park City Land Management Code for all phases of the Snow Park Redevelopment and the 2022 Park City Land Management Code will govern the MPD Amendment, notwithstanding any other provision herein.

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

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

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

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

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

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

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

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

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

5. MANAGEMENT COMMITTEE.

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

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

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

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

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

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

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

6. TERM OF AGREEMENT.

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

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

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

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

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

8. MISCELLANEOUS.

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

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

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

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

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

To City:

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

With copies to:

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

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

With copies to:

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

-and-

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(s) **Assignability**.

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

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

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

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

[REMAINDER OF PAGE INTENTIONALLY BLANK]

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

CITY:

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

By: _____
Name: Nann Worel
Title: Mayor

ATTEST:

_____
City Recorder

APPROVED AS TO FORM:
Margaret Plane, City Attorney

By: _____

4890-6116-6254

SIGNATURE PAGE TO PROJECT PARTNERSHIP AGREEMENT

DVR:

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

By: _____
Name: Todd Bennett
Title: President

4890-6116-6254

Exhibit A
Park City Resolution No. 26-2025

[See Attached]

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Resolution No. 26-2025

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

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

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

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

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

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

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

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

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

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

PARK CITY MUNICIPAL CORPORATION

Signed by:
Nann Worel
57775BCB46414E6...

Mayor Nann Worel

Attest:

DS

DocuSigned by:
Michelle Kellogg
E5E905BB533E431...

City Recorder

Approved as to form:

Signed by:
Margaret Plane
11B5B6E4ACE34C7...

Margaret Plane, City Attorney

Exhibit B
Procedures for Disbursement of Approved Project Costs

I. REQUESTS FOR DISBURSEMENTS.

1. The Development Manager may request disbursements ("**Disbursements**") of the DVR Approved Project Contribution not more frequently than monthly. Disbursements shall be made upon requisitions in such form as may be prescribed by City and DVR from time to time, signed by an authorized representative of DVR, and approved by City Engineer or by such persons as City Engineer may direct. City shall fund each such requisition within ten (10) business days following receipt of all supporting instruments and documents that City may require pursuant to this Agreement. In connection with Disbursements, City or DVR may require on-site inspections and a review of construction (i) to verify percentage of completion and the estimated cost to complete the Approved Project, and (ii) to certify disbursement requests. Any such inspections shall be for the sole use and benefit of City and DVR, and neither the Development Manager nor any third party shall be entitled to rely thereon for any purpose.

2. Each requisition shall thereby constitute, without the necessity of specifically containing a written statement, a representation and warranty by the Development Manager with respect to the item for which payment is requested that (i) if the item is work or materials, it has been physically incorporated into or stored on the Approved Project site, free of all liens and encumbrances (except for those to be discharged in full with the proceeds of the requested Disbursement), (ii) the item is included in the construction budget and the annual Development Budget, (iii) the cost of the item is as specified in the requisition and construction budget, including any contingency (or if not, that any excess has been paid out by City), (iv) the work, materials or other item substantially conforms to the Plans and Specifications and/or construction budget and all applicable statutes, laws, ordinances, administrative rules, regulations and other legal requirements, (v) the item has been approved by all zoning, building and other governmental officers, offices or departments having jurisdiction and whose approval is required, and (vi) the representations and warranties of the Development Manager contained in the Development Management Agreement are true and correct in all respects as if made on the date of the request for disbursement.

II. AMOUNT OF AND CONDITIONS TO DISBURSEMENTS.

1. The Development Manager shall not be entitled to any Disbursement unless:

   A. the representations and warranties as specified in Section I shall be true and correct in all material respects at the date of the Disbursement;

   B. the costs set forth in all prior requisitions which were funded by City have been duly paid by the Development Manager;

C. the Development Manager shall have furnished to City copies of receipts for the payment of bills and copies of unconditional lien waivers and releases covering work completed and/or materials furnished in connection with the work which was to have been paid from the prior disbursement, each as requested by City;

D. no Event of Default exists under this Agreement, the Development Management Agreement, or the Construction Contract, nor any event exists which, with the giving of notice or the passage of time, or both, would constitute an Event of Default hereunder or thereunder (for purposes of this Exhibit, an "Event of Default" shall mean a breach or default under the applicable document which remains uncured after any applicable notice and cure period provided in such document); and

E. if required by City, City has received and approved true, correct and complete copies of (i) the Construction Contract and any subcontracts executed by the Contractor since the last Disbursement and not previously delivered to City, (ii) all construction bonds on the Construction Contract and such subcontracts which have been obtained by the Contractor or such subcontractors, and (iii) all change orders to the Construction Contract and any such subcontracts not previously delivered to City.

2. Provided that the foregoing conditions and the conditions set forth in this Agreement are satisfied, City shall disburse (within the period set forth in Section I(a) above), the amount of the Disbursement requested by the Development Manager, which amount shall not exceed the difference between (A) the cost of construction work in place and any other costs, expenses and fees actually paid or payable by the Development Manager for approved Project Costs as of the date of the request for a disbursement, and (B) any amounts previously disbursed hereunder.

Exhibit C
Approved Form of Guaranty

[See Attached]

CORPORATE GUARANTY

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

RECITALS

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

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

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

GUARANTY

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

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

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

3. **GUARANTY ABSOLUTE AND CONTINUING.**

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

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

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

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

4. **INDEPENDENT OBLIGATIONS; NO IMPAIRMENT OF GUARANTY.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. ENTIRE AGREEMENT. This Guaranty constitutes the entire agreement between Guarantor and City with respect to its subject matter, and supersedes all prior or contemporaneous agreements, representations and understandings.

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

GUARANTOR:

DEER VALLEY DEVELOPMENT COMPANY,
a Delaware corporation

EXHIBIT DO NOT SIGN

By: _____
Name: _____
Its: _____

Notice Address for Guarantor:

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

Acknowledgement

STATE OF _____)
) ss.
County of _____)

On the _____ day of _____, 2025, before me, the undersigned, personally appeared _____, the _____ of Deer Valley Development Company, a Delaware corporation, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, who acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the entity upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

Re·create 248

LEVEL 2 SCREENING REPORT

November 2025

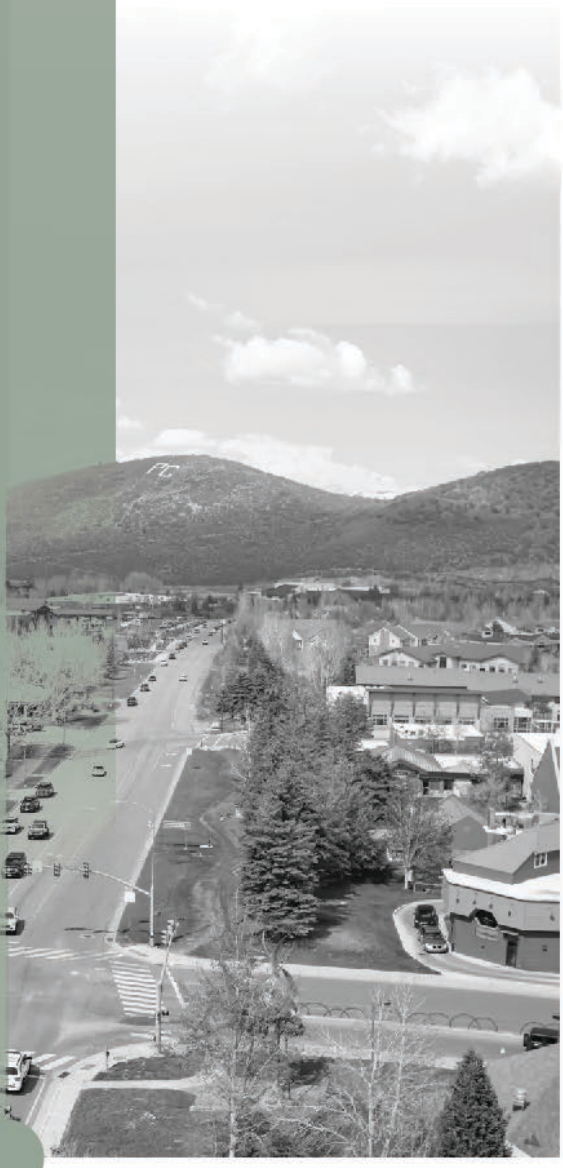


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Acronyms and Abbreviations

ADA	Americans with Disabilities Act
BRT	Bus Rapid Transit
CTTP	Census Transportation Planning Products
CIG	Capital Improvement Grant
EOL	End-of-Line
ESA	Endangered Species Act
ELB	Exclusive-Lane Buses
FTA	Federal Transit Administration
FTA STOPS	Federal Transit Administration Simplified Trips-on-Project Software
GIS	Geographic Information System
GTFS	General Transit Feed Specification
HVT	High Valley Transit
LPA	Locally Preferred Alternative
LRT	Light Rail Transit
LUST	Leaking Underground Storage Tank
NEPA	National Environmental Policy Act
OTTC	Old Town Transit Center
OCS	Overhead Catenary System
PCSD	Park City School District
PCMC	Park City Municipal Corporation
PCT	Park City Transit
Rail Trail	Historic Union Pacific Rail Trail
Re-create 248	Re-create 248 Transit Study
ROM	Rough Order of Magnitude
ROW	Right-of-Way
SWG	Stakeholder Working Group
TAC	Technical Advisory Committee
TSP	Transit Signal Priority
UDOT	Utah Department of Transportation
UST	Underground Storage Tank
UTA	Utah Transit Authority
VMT	Vehicle Miles Traveled

1 STUDY OVERVIEW

1.1 INTRODUCTION

Park City Municipal Corporation (PCMC), located in Summit County, Utah, in collaboration with the Utah Department of Transportation (UDOT), initiated the Re-create 248 Transit Study (Re-create 248). This multi-step alternative evaluation study is aimed at enhancing reliable high-capacity transit service along the SR-248 corridor, Bonanza Drive, and Deer Valley Drive that can be advanced to the next phase of project development: a Federal Transit Authority (FTA) National Environmental Policy Act (NEPA)-level environmental study and preliminary engineering.

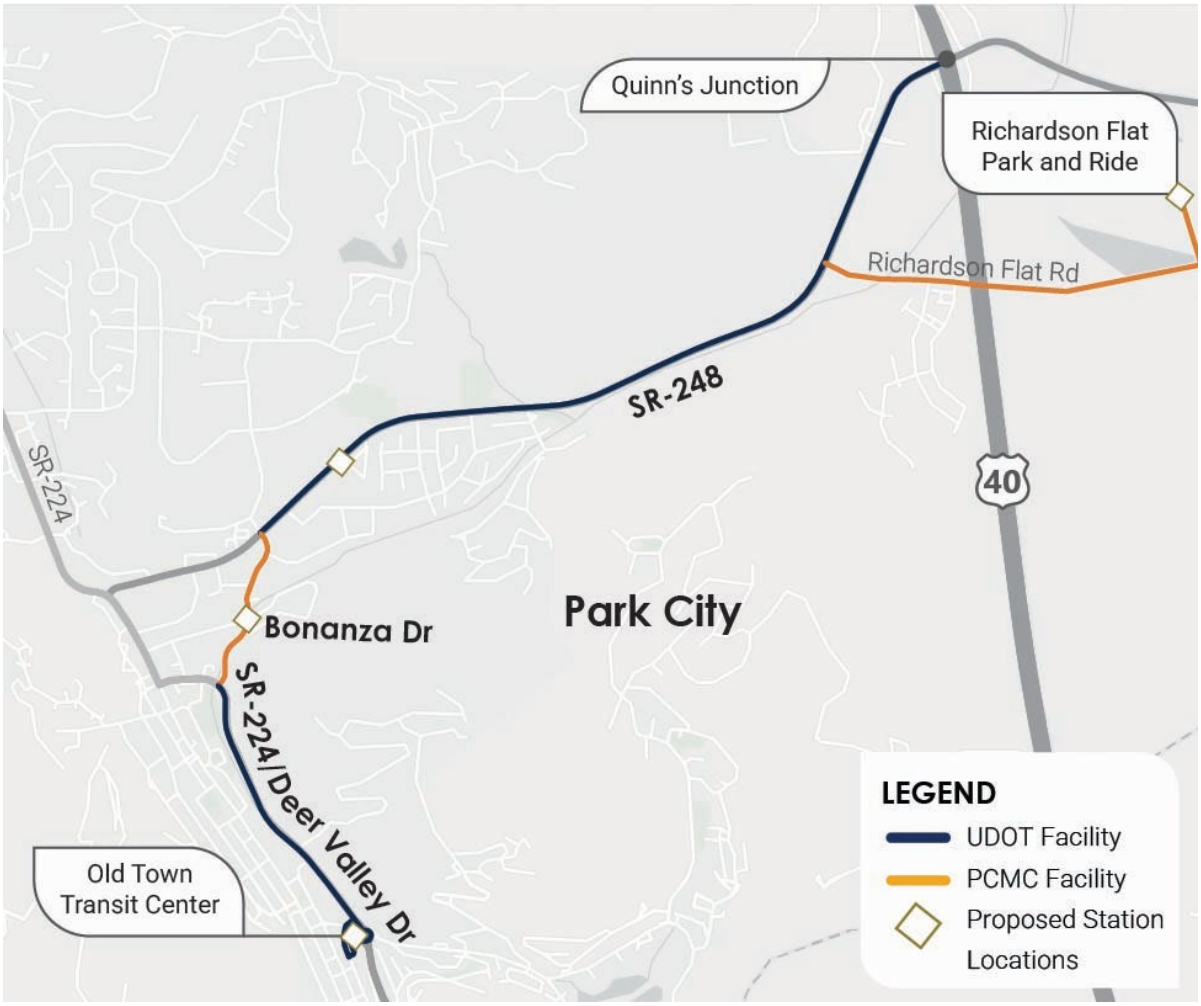


Figure 1. Re-create 248 Level 2 Screening Study Area

This study, using a Level 1 (initial) and Level 2 (detailed) screening process, identifies the recommended a locally preferred alternative (LPA) that includes a definition of areas to be served, transit mode/type of transit technology, and logical termini (project limits). Level 1 screening was completed in fall 2025.

1.2 STUDY AREA

The study area for Re-create 248 is between the Quinn's Junction area (near the SR-248 and US-40 interchange) and the Richardson Flat Park and Ride on the east, along SR-248, then south along Bonanza Drive and Deer Valley Drive to the Old Town Transit Center (OTTC) on the west (Figure 1). End-of-line (EOL) to the east was further defined since the prior Level 1 Screening through discussions with PCMC staff and leadership and Park City Transit (PCT). Richardson Flat Park and Ride will serve as the EOL on the east side of the study area for the purposes of this evaluation; the EOL on the west side will continue forward as the OTTC. Discussions are ongoing at the city leadership level for identifying additional satellite parking locations that will benefit this future transit service.

Additionally, station locations were evaluated using an assessment of current and future land uses, population and job densities, proximity to populations needing transit services, and local input from staff, PCT operations, and the Technical Advisory Committee (TAC), a committee convened to provide technical support and affirm decisions throughout this process. Appendix A includes the memorandum of the station location and EOL indicators analysis based on FTA guidance. An update to the environmental scan was also conducted based on refined preliminary design footprints and can be found in Appendix B.

2 REPORT PURPOSE

The purpose of this report is to summarize the detailed evaluation (Level 2 Screening) conducted for several alternatives for this transit study and make a recommendation on the LPA) The following sections include findings on:

- Description of the Level 2 Screening process
- Definition of the Level 2 Screening alternatives
- Evaluation of metrics and screening results
- Summary of stakeholder outreach
- Approach to the subsequent LPA refinement task

For findings on the previous evaluations (Purpose and Need Screening and Level 1 Screening) and a summary of outreach, please visit the study website.

3 LPA RECOMMENDATION

City Council reviewed the Level 2 evaluation criteria on December 11, 2025. Based on the detailed evaluation results of Level 2 Screening, the LPA was developed by the study team, and the draft results were presented to the Re-Create 248 Technical Advisory Committee (TAC) later that month. The final results were presented to Park City Council January 2026.

LPA RECOMMENDATION: The alternative that performed the highest in the Level 2 Screening is Exclusive Lane Bus (ELB) service from the Richardson Flat P&R to the OTTC via SR-248, Bonanza Drive, and Deer Valley Drive/SR-224.

- The subsequent LPA refinement phase will refine the design footprint to optimize right-of-way (ROW), reduce potential impacts, and assess operational scenarios to maintain high levels of ridership and accommodate peak winter season travel demand.

4 LEVEL 2 SCREENING OVERVIEW

The Level 2 Screening evaluation was performed for two alternatives: ELB with both side running and center running alignment and Light Rail (LRT) with a center running alignment on the corridors shown in the study area map in Figure 1. The EOL assumptions used were Richardson Flat Park and Ride on the east side of the study area and the OTTC on the southwest side of the study area. The study area was evaluated in three corridor segments, to understand the differences and opportunities of each, allowing for the development of a preferred alternative that develops a comprehensive recommendation. The study area segments include Segment 1) SR-248 from Richardson Flat Park and Ride via Richardson Flat Road to Bonanza Drive, Segment 2) Bonanza Drive from SR-248 to Deer Valley Drive (SR-244), and Segment 3) Deer Valley Drive from Bonanza Drive to the OTTC. SR-248 and Deer Valley Drive are state-owned facilities, and Bonanza Drive is a local, PCMC-owned road.

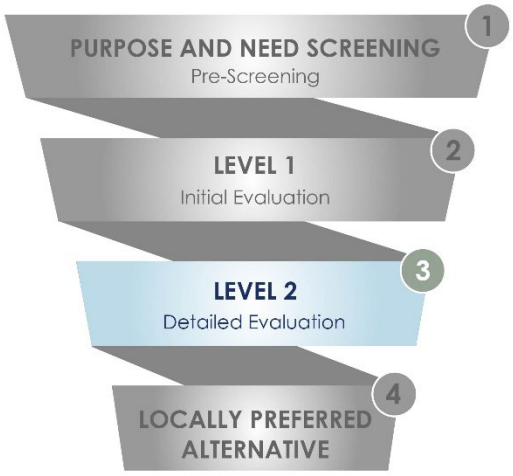


Figure 2. Level 2 Screening Step in the Overall Study Process

4.1 LEVEL 2 SCREENING EVALUATION

The purpose of Level 2 Screening was to conduct a quantitative analysis to compare alternatives, as compared to the qualitative analysis of Level 1 Screening, to garner a better comparison between viable alternatives and assist in making an informed decision on the best performing option to recommend as the LPA. The Level 2 Screening analysis utilized a different

approach than the Level 1 Screening; Level 2 focused on developing and defining detailed metrics that best align with FTA's Capital Investment Grant (CIG) criteria for the Small Starts program to determine potential eligibility and competitiveness for future federal funds and to develop a clearer picture of performance among alternatives.

4.1.1 Level 2 Alternatives Defined

Definitions and parameters were applied to the alternatives that advanced into Level 2 Screening to better analyze the factors of each alternative that were less nuanced in previous screening exercises. Table 1 includes a description of each alternative, taking industry and manufacturing standards and then pairing them with criteria defined through this study process that is unique to the corridor and community context to conduct the Level 2 Screening.

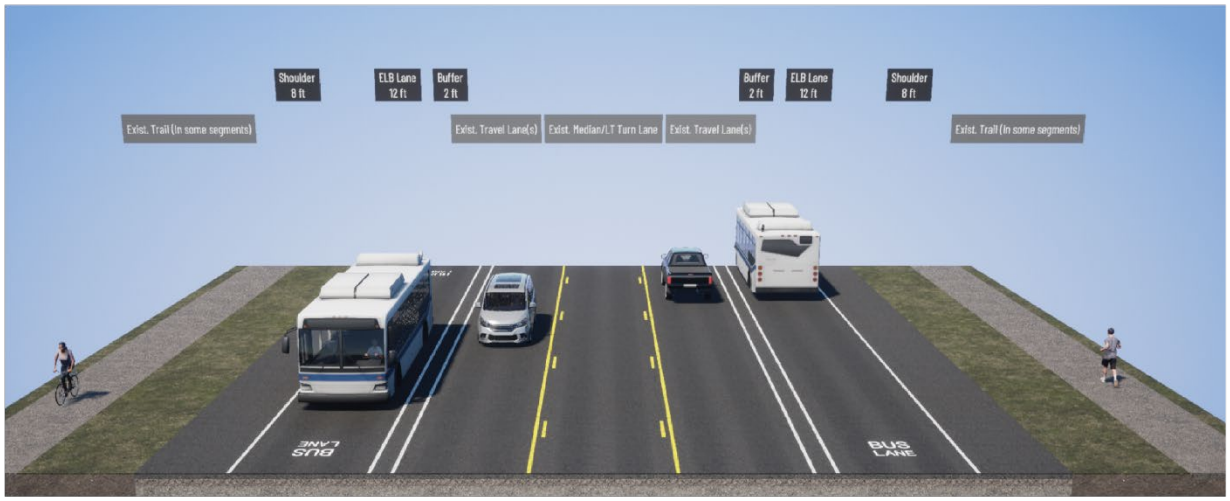
Table 1. Level 2 Generalized Mode Descriptions for Evaluation Process

GENERALIZED MODE DESCRIPTION	ELB SIDE RUNNING	ELB CENTER RUNNING	LRT CENTER RUNNING
Percentage of Fixed Guideway	100%, with some shared vehicle/bus turning bays	100% exclusive	100% exclusive, assume center running
Project Length	5 miles	5 miles	5 miles
Dedicated Guideway Transit Width	12 ft each side, plus 2 ft buffer, for total 28 ft	12 ft for each bus lane, plus a 2 ft buffer, for a total of 28 ft	28 ft
Vehicle Type and Power	Bus, electric	Bus, electric	Rail vehicle, electric overhead catenary system (OCS)
General Stop Spacing	½ - 1 mile	½ - 1 mile	½ - 1 mile
Capacity per Vehicle	60-80 riders per bus	60-80 riders per bus	120-180 riders per vehicle
Speed	25-65 mph	25-65 mph	35-75 mph
Capital Cost	$10-80M per mile	$10-80M per mile	$50-300M per mile
Operating Environment	Exclusive, at grade, can mix with traffic	Exclusive, at grade, can mix with traffic	Exclusive, at grade, separated from traffic
Implementation Timeframe *(Including Environmental Study, Design, and Construction)*	6-8 years	6-8 years	8-12 years, including maintenance facility needs

Planning-level cross sections for each alternative and each corridor segment are as follows (Figures 3, 4 and 5). Existing general-purpose lanes for traffic will be maintained on all corridors, and the transit mode footprint has been designed to be an additional treatment to the existing cross section. Side running ELB is shown for SR-248, Bonanza Drive, and Deer Valley Drive, and center running LRT is shown for the same corridors. Center running ELB is not shown below, however it would utilize the same cross section and alignment as center running LRT.

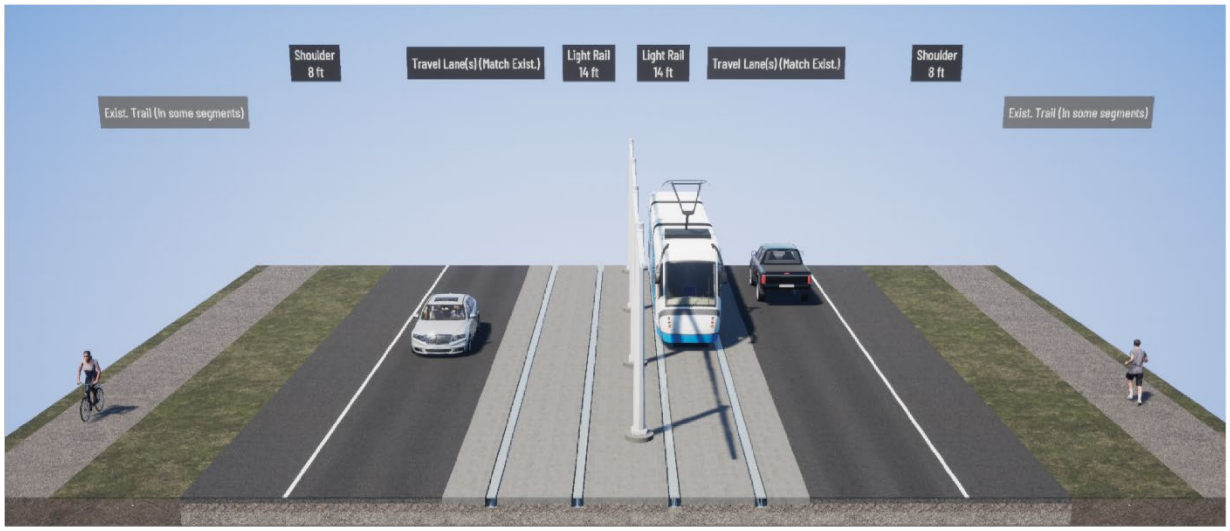
SR-248 Side Running ELB Alternative

Wyatt Earp Way to Bonanza Drive



SR-248 LRT Alternative

Wyatt Earp Way to Bonanza Drive



Typical section does not depict additional lanes at intersections or the short segments of 2 existing travel lanes in each direction near Bonanza Drive and Richardson Flat Road intersections.

Figure 3. SR-248 Alternatives Cross Sections (between Wyatt Earp Way and Bonanza Drive)



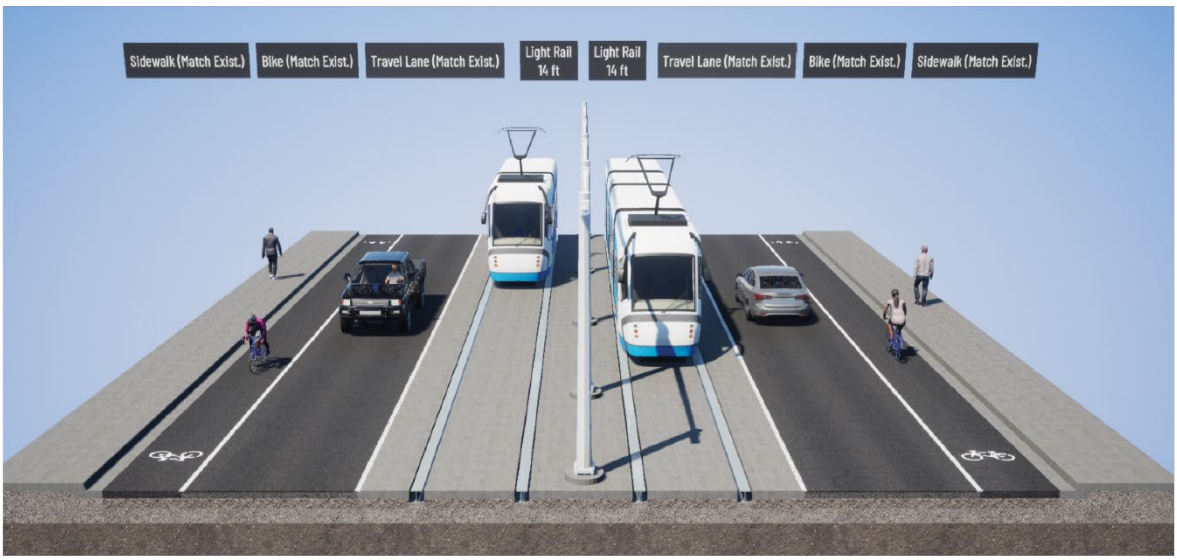
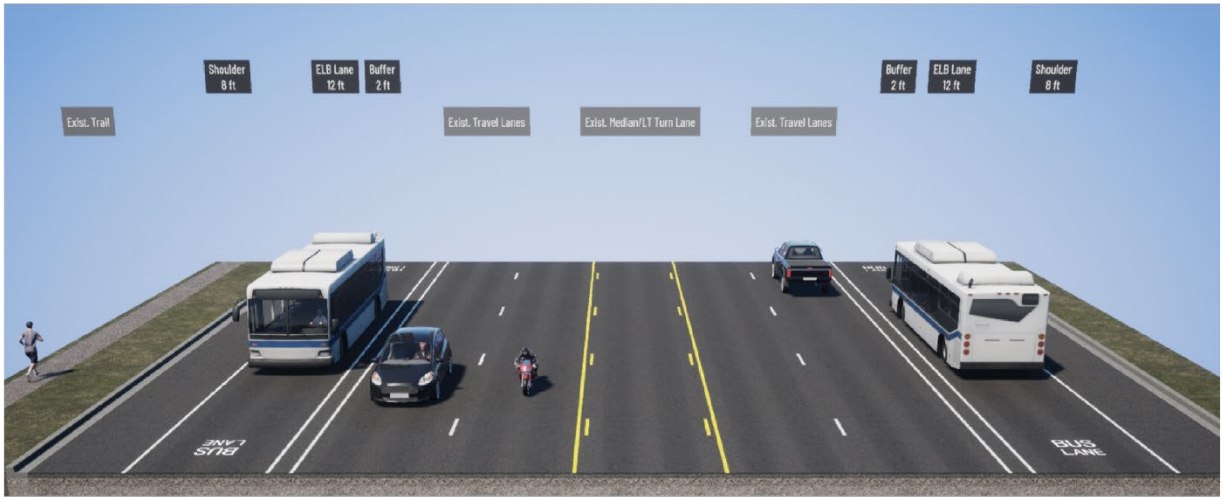


Figure 4. Bonanza Drive Alternatives Cross Sections

Deer Valley Drive Side Running ELB Alternative



Deer Valley Drive LRT Alternative

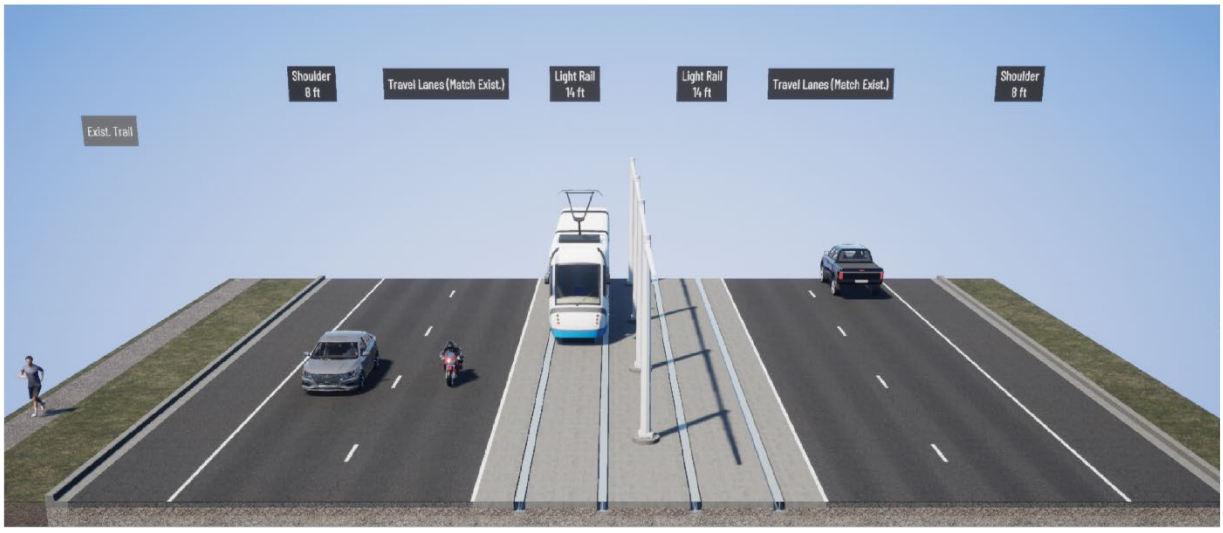


Figure 5. Deer Valley Drive Alternatives Cross Sections

4.1.2 Level 2 Screening Criteria

Table 2 includes a description of the criteria and evaluation metrics that were used to compare each alternative. This builds upon the Level 1 criteria with additional quantitative or detailed data findings to better differentiate performance of each alternative and/or implementation feasibility. Additionally, as mentioned above in Section 4.1, these criteria respond to FTA's CIG ratings to determine potential future funding eligibility.

Table 2. Level 2 Evaluation Criteria

CRITERIA	DETAILED METRIC DESCRIPTION	SCORING METHODOLOGY
Transit Reliability	Percent alignment in exclusive guideway, ability to utilize queue jumps and Transit Signal Priority (TSP) signalization. **Reported at the full corridor level.**	**Scoring:** *Ratings assigned based on comparative performance between mode alternatives.* **High performance (3)** = Low number of intersections/locations needing signalization changes AND exclusive transit operations along entire segment **Medium performance (2)** = Moderate number of intersections/locations needing signalization changes OR exclusive transit operations along entire segment **Low performance (1)** = Large number of intersections/signalization changes needed AND limited exclusive transit operations
Transit Travel Time	Travel times for each alternative were calculated based on General Transit Feed Specification (GTFS) data from PCT, additional alignment characteristics including turning radii and roadway curvatures limiting speeds were the determining factors between mode alternatives. **Reported at the full corridor level.**	**Scoring:** *Ratings assigned based on comparative performance between mode alternatives, with the fastest travel time receiving the highest rating.* **High performance (3)** = Fastest travel time based on modal characteristics and intersection/shared turning bay characteristics **Medium Performance (2)** = Up to 25% increase in travel time based on modal characteristics and intersection/shared turning bay characteristics **Low performance (1)** = More than 25% travel time over fastest segment travel time based on modal characteristics and intersection/shared turning bay characteristics
Daily and Annual Projected Ridership See Appendix C for details.	Estimated from FTA Simplified Trips-on-Project Software (FTA STOPS) model for the years 2024 and 2045 using Census Transportation Planning Products (CTPP)[1]. *The model will be further calibrated with updated Origin and Destination survey data for the NEPA phase.* **Reported at the station and corridor level.**	**Mode Scoring:** *Ratings assigned based on comparative performance between mode alternatives.* **Station Scoring:** *Ratings assigned based on comparative performance between ALL station areas in the study area.* **High performance (3)** = ≥ 600 daily boardings **Medium performance (2)** = ≥ 150 and < 600 daily boardings **Low performance (1)** = 0-150 daily boardings
Transportation System Access	Assessment of impact to corridor access including property and business access (like the Park City School District [PCSD)], travel lanes, shoulders, turning movements, and/or parking. The number of signalized intersections along the route as well as intersections that will likely require signalization or TSP due to the configuration of the mode will also be assessed. **Reported at the full corridor level.**	**Scoring:** *Ratings assigned based on comparative performance between mode alternatives.* **High performance (3) =** Limited impacts to access and traffic operations, limited turning restrictions **Medium Performance (2) =** Some impacts on traffic operations through restrictions on turning movements or removal of parking and/or other considerations **Low performance (1) =** Greater impacts on traffic operations through restrictions on turning movements or removal of parking and/or other considerations

[1] Using synthetic CTPP data allows for analyzing magnitude of ridership between alternatives and is still a valuable exercise at this phase of study. The differences between alternatives may be similar once the STOPS model is calibrated with sufficient Origin and Destination survey data, however, the actual ridership numbers are likely to be different once the STOPS model is calibrated in the NEPA phase.

CRITERIA	DETAILED METRIC DESCRIPTION	SCORING METHODOLOGY
Study Area Transit Trips See Appendix C for details.	Transit trip production *across the system* with the addition of this transit line as compared to No Build, calculated as a percent increase in ridership. **Reported at the full corridor level.**	**Scoring:** *Ratings assigned based on comparative performance between mode alternatives.* **High performance (3)** = >20% transit percentage increase **Medium Performance (2)** = 5% - 20% increase **Low performance (1)** = <5% increase
Station Area Accessibility	Due to consistent station locations across alternatives, a qualitative analysis assessing the ease and safety for pedestrians and bicyclists to access each station (considering factors such as completeness of sidewalk network, integration into other transit services/hubs) available bicycle facilities, Americans with Disabilities Act (ADA) access, and barriers to access was conducted. **Reported at the station level.**	**Station Scoring**: *Ratings assigned based on comparative performance between all station areas in the study area.* **High performance (3)** = > 80% station area with connected sidewalks, bikeways, and/or trails, along with minimal connectivity barriers **Medium performance (2)** = 60% - 80% station area connectivity, with some gaps and barriers (e.g., wide streets, freeway, railroad corridor, etc.) **Low performance (1)** = <60% station area connectivity/large areas of incomplete sidewalks/bikeways/trails
Conceptual Capital Costs[2] See Appendix D for details.	A quantitative analysis of the potential construction costs associated with each alternative using developed unit pricing. A rough order of magnitude (ROM) cost estimate was developed for each alternative, based on the representative alignment configuration and reported out as a cost per mile range. Costs include mode-specific infrastructure and roadway needs, signals, utility relocations, retaining wall replacement on Deer Valley Drive and contractor and construction contingencies. *Note this does not include ROW acquisition costs.* **Reported at the full corridor level.**	**Scoring:** *Ratings assigned based on comparative performance between mode alternatives. If quantitative difference between alternatives was less than 10%, ratings were assumed to be similar enough to warrant the same rating.* **High performance (3)** = Lowest cost alternative **Medium performance (2)** = Mid-range cost alternative **Low performance (1)** = Highest cost alternative

[2] Based on the high level of design at this phase of study, all costs are preliminary and expected to change as design progresses.

CRITERIA	DETAILED METRIC DESCRIPTION	SCORING METHODOLOGY
Operational Costs See Appendix D for details.	Estimated using national trends in operations for ELB and LRT. **Reported at the full corridor level.**	**Scoring:** *Ratings assigned based on comparative performance between mode alternatives. If quantitative difference between alternatives was less than 10%, ratings were assumed to be similar enough to warrant the same rating.* ***Note:*** *The cost of new vehicles and maintenance facility was not included as part of the estimates for ELB or LRT, as PCT would utilize existing vehicles and maintenance facility to operate ELB service initially, or, costs are already captured in other capital budgets. LRT maintenance costs were calculated and noted but excluded from the cost evaluation to ensure a fair comparison.* **High performance (3)** = Lowest cost alternative **Medium performance (2)** = Mid-range cost alternative **Low performance (1)** = Highest cost alternative
Construction Complexity	A qualitative analysis of the construction challenges and potential risks associated with an alternative. Each alternative was evaluated based on the type of construction required while also considering the existing conditions within a corridor. **Reported at the full corridor level.**	**Scoring:** *Ratings assigned based on comparative performance between mode alternatives.* **High performance (3)** = Limited intersection rebuilds, utility conflicts, and no unique construction challenges noted **Medium performance (2)** = Numerous intersection rebuilds and utility relocations are likely **Low performance (1)** = Numerous intersection rebuilds and utility relocations are likely, and reconstruction of major intersections and/or structures would be needed
Environmental Considerations See Appendix C for details.	Assessment of overall risk to project development based on proximity to key environmental resources such as water, wetlands, Endangered Species Act (ESA) species, Section 4(f), historic, and hazardous resources. Risk was assessed based on location of resource in proximity to project footprint and considers type of resource impacted and potential type of impact anticipated (long-term versus short-term impact). **Reported at the full corridor level.**	**Scoring:** *Ratings assigned based on comparative performance between mode alternatives.* **High performance (3)** = No environmental resources in proximity to project footprint, environmental risk is low **Medium performance (2)** = Some environmental resources are present in proximity to project footprint; environmental risk is moderate **Low performance (1)** = Many environmental resources are present in proximity to project footprint; environmental risk is high
Estimated Property Impacts See Appendix C for details.	Qualitative assessment of property impacts based on assumed project footprint using a Geographic Information System (GIS)-level exercise. **Reported at the full corridor level.**	**Scoring:** *Ratings assigned based on comparative performance between mode alternatives.* **High performance (3)** = No or very limited property impacts **Medium performance (2)** = Moderate property impacts **Low performance (1)** = Higher property impacts

CRITERIA	DETAILED METRIC DESCRIPTION	SCORING METHODOLOGY
Station Area and EOL Indicators Assessment	A land use analysis around the identified station locations was conducted, factoring in FTA CIG land use rating criteria. **Reported at the station level.**	*Considerations noted for informational purposes.*
Reduction in VMT See Appendix D for details.	This measure used the FTA STOPS model output to report potential vehicle miles traveled (VMT) savings assuming a 1.1-person vehicle capacity. **Reported at the full corridor level.**	**Scoring:** *Ratings assigned based on comparative performance between mode alternatives for current the year, in miles per day.* **High performance (3)** = > 500 miles **Medium performance (2)** = Between 500-1,500 **Low performance (1)** = <1,000 miles
Noise and Vibration Impacts See Appendix E for details.	A quantitative assessment measuring the sensitive noise receptors affected and areas of potential vibration concerns for each alternative. **Reported at the full corridor level.**	**Scoring:** *Ratings assigned based on comparative performance between mode alternatives.* **High performance (3)** = No or very limited impacts **Medium performance (2)** = Moderate noise impacts **Low performance (1)** = Higher noise impacts
Visual Impacts	Qualitative assessment of the alternative's potential impact on view sheds and whether or not the mode requires infrastructure that would impede the mountain views. **Reported at the full corridor level.**	**Scoring:** *Ratings assigned based on comparative performance between mode alternatives.* **High performance (3) =** No visual impacts, current view sheds remain uncompromised **Medium performance (2) =** Some visual impacts, current view sheds will be moderately compromised **Low performance (1) =** High visual impacts, current view sheds will be compromised
Feasible and Service-Proven	A qualitative assessment that determined if the alternative is feasible to implement prior to the 2034 Utah Winter Olympic Games, based on an evaluation of industry standards for manufacturing lead times, Buy America standards and compatibility, the ability for the alternative to be eligible and competitive for federal FTA funds, and the potential complexity of future study phases that could impact overall timeline. **Reported at the full corridor level.**	**Scoring:** *Ratings assigned based on comparative performance between mode alternatives.* **High performance (3)** = The alternative is feasible to implement by 2034 based on current known conditions and funding eligibility **Medium performance (2)** = The alternative may be feasible to implement by 2034, but some unknowns exist around funding availability and/or manufacturing lead times **Low performance (1)** = The alternative is unlikely to be implemented by 2034 due to funding eligibility and/or manufacturing lead times
Community Compatibility	This assessment evaluated the alternative's ability to interline or share the same guideway with existing transit service and whether or not it is compatible with adopted local and regional plans for the transportation network. It determines if steps are in place or could be in place near-term to accommodate the proposed mode in a way that meets the feasibility metric. **Reported at the full corridor level.**	**Scoring:** *Ratings assigned based on comparative performance between mode alternatives.* **High performance (3)** = Very compatible with current transit system AND future transit/transportation plans **Medium performance (2)** = Somewhat compatible with current transit system OR future transit/transportation plans **Low performance (1)** = Not very compatible with current transit system and future transit/transportation plans

CRITERIA	DETAILED METRIC DESCRIPTION	SCORING METHODOLOGY
Resiliency	This measure assessed, qualitatively, if the mode can be scaled over time. The alternatives are evaluated to determine level of ease for acquiring and adding new vehicles to the system to add capacity as demand increases. This measure considers cost and size of vehicles, station platform lengths, ROW preservation needs for station lengths, and vehicle storage facilities/tail track availability. **Reported at the full corridor level.**	**Scoring:** *Ratings assigned based on comparative performance between mode alternatives.* **High performance (3)** = The mode is highly scalable, and vehicles can be added over time to respond to future demand **Medium performance (2)** = The mode is somewhat scalable, and vehicles can be added over time but may reach a ceiling in ability to provide frequency of service or have adequate ROW for station sizing and vehicle queuing; it may require additional property for storage and maintenance **Low performance (1)** = The mode is not scalable and cannot accommodate future ridership demands
Public and Stakeholder Support	This measure quantified the level of support for the mode alternative based on the study's open house, public meeting, stakeholder, and public engagement efforts.	*Considerations noted for informational purposes.*

4.1.3 Screening Results

4.1.3.1 Summary

Table 3 provides a snapshot summary of the evaluation findings. Please see Table 4 for the detailed summary of data analysis and findings. **Because the analysis is comparative, the scores of high (3), medium (2), and low (1) performance are not indicators of peak performance or impacts for the alternative, but rather how well an alternative performs relative to the other options under consideration.**

Table 3. Summary of Level 2 Screening Evaluation Findings

EVALUATION CRITERIA	SUMMARY OF METRIC(S)	ELB SIDE RUNNING	SCORE	ELB CENTER RUNNING	SCORE	LRT CENTER RUNNING	SCORE
Transit Reliability	Percent alignment in exclusive guideway; ability to utilize TSP.	Medium	2	High	3	High	3
Transit Travel Time	Travel times from PCT and modal/ alignment characteristics.	High	3	High	3	Low	1
Daily and Annual Projected Ridership	FTA STOPS model projections.	Medium	2	Medium	2	High	3
Study Area Transit Trips	New transit trips across the system with the added service.	Medium	2	Medium	2	High	3
Station Area Accessibility	Qualitative analysis assessing ease and safety of access for transit users.	High	3	Medium	2	Low	1
Transportation System Access	Corridor access at driveways, PCSD, and other businesses/ destinations.	High	3	Low	1	Low	1
Conceptual Capital Costs	Quantitative assessment of costs, with ROM for each alternative, excludes ROW acquisition.	High	3	Medium	2	Low	1
Operational Costs	Operations and maintenance costs for the first year of operations.	High	3	High	3	Medium	2
Construction Complexity	Qualitative analysis of potential construction challenges and potential risks.	High	3	Medium	2	Low	1
Environmental Considerations	Assessment of project development risks based on proximity to key environmental considerations.	Medium	2	Medium	2	Medium	2
Estimated Property Impacts	Qualitative assessment of property impacts based on assumed footprint (GIS-level exercise).	Medium	2	Medium	2	Low	1
Station Area and EOL Indicators Assessment	Land use and population assessment based on FTA CIG criteria. *Informational only.*	Medium	-	Medium	-	Medium	-
Reduction in VMT	FTA STOPS model output on potential VMT savings.	Medium	2	Medium	2	High	3
Noise and Vibration Impacts	Measurement of sensitive noise receptors within the study area for each mode.	High	3	High	3	Low	1
Visual Impacts	Qualitative assessment of the alternative's potential impact on view sheds.	High	3	High	3	Low	1
Feasible and Service-Proven	Feasible to implement prior to 2034, eligibility and competitiveness for FTA funding.	High	3	High	3	Medium	2
Community Compatibility	Ability to interline or share guideway with existing transit services and compatibility with local plans.	High	3	High	3	Medium	2
Resiliency	Assessment of if and how the mode can be scalable over time to add capacity.	High	3	High	3	Medium	2
Public and Stakeholder Support	Support for the mode based on engagement findings. *Informational only.*	High	-	High	-	Medium	-
SCORING			**45**		**41**		**30**

4.1.3.2 Detailed Results

Table 4 provides detailed results of the Level 2 alternatives evaluation. **Because the analysis is comparative, the scores of high (3), medium (2), or low (1) performance are not indicators of peak performance or impacts, but rather how well an option performs relative to the other alternatives under consideration.**

Table 4. Detailed Level 2 Screening Evaluation Findings

EVALUATION CRITERIA	SUMMARY OF METRIC(S)	ELB SIDE RUNNING	SCORE	ELB CENTER RUNNING	SCORE	LRT CENTER RUNNING	SCORE
Transit Reliability	Percent alignment in exclusive guideway; ability to utilize TSP.	**Medium** – 90% lane exclusivity. Buses share outside lane with right turning vehicles at all driveway/business accesses, and at major intersections. Four existing signals; up to one additional signal may be needed for TSP into Richardson Flat Park and Ride. 100 ft before every driveway would be required as a shared turning lane with buses and vehicles, which slightly reduces lane exclusivity. Considerations for access management on Bonanza Drive can improve exclusivity.	2	**High** – 95% lane exclusivity. Four existing signals; up to three additional signals may be needed, two to aid in midblock station access for riders and one with TSP into Richardson Flat Park and Ride. Buses would be required to get out of the center running guideway to turn into the OTTC, reducing lane exclusivity slightly at this location.	3	**High** – 100% lane exclusivity. Four existing signals; three additional may be required, two to aid in midblock station access for riders and one for TSP into Richardson Flat Park and Ride.	3
Transit Travel Time	Travel times from PCT and modal/ alignment characteristics.	**High** – ELB mode is not impacted by existing grades or curvature. Travel times for side running ELB may see slight reductions as buses would share right turn lanes at key intersections and access points. Access management strategies, particularly for Bonanza Drive should be considered.	3	**High** – ELB mode is not impacted by existing grades or curvatures, and this alternative does not share turning lanes with general purpose traffic.	3	**Low** –Existing curvature of the roadway particularly on Bonanza Drive do not meet LRT minimum requirements; LRT would be required to travel +/- 10 miles per hour along Bonanza Drive due to roadway curvatures, creating operational inefficiencies compared to the other mode alternatives.	1

EVALUATION CRITERIA	SUMMARY OF METRIC(S)	ELB SIDE RUNNING	SCORE	ELB CENTER RUNNING	SCORE	LRT CENTER RUNNING	SCORE
Daily and Annual Projected Ridership	FTA STOPS model projections. Reported at the corridor and station levels.	**Medium** – Reported for 10-minute headways. **2024 Trips on Project:** +1,650 **2045 Trips on Project:** +1,633 2024 Richardson Flat P&R: +469 2045 Richardson Flat P&R: +565 2024 Park City High School: +198 2045 Park City High School: +150 2024 Bonanza Drive: +319 2045 Bonanza Drive: +245 2024 OTTC: +665 2045 OTTC: +675	2	**Medium** – Reported for 10-minute headways. **2024 Trips on Project:** +1,650 **2045 Trips on Project:** +1,633 2024 Richardson Flat P&R: +469 2045 Richardson Flat P&R: +565 2024 Park City High School: +198 2045 Park City High School: +150 2024 Bonanza Drive: +319 2045 Bonanza Drive: +245 2024 OTTC: +665 2045 OTTC: +675	2	**High** – Reported for 10-minute headways. **2024 Trips on Project:** +3,350 **2045 Trips on Project:** +3,150 2024 Richardson Flat P&R: +918 2045 Richardson Flat P&R: +1,052 2024 Park City High School: +437 2045 Park City High School: +334 2024 Bonanza Drive: +701 2045 Bonanza Drive: +539 2024 OTTC: +1,304 2045 OTTC: +1,252	3
Study Area Transit Trips	New transit trips *across the system* with the added service.	**Medium** – reported for 10-minute headways. **2024:** +1.4% increase in ridership **2045:** 1.4% increase in ridership	2	**Medium** – reported for 10-minute headways. **2024:** +1.4% increase in ridership **2045:** 1.4% increase in ridership	2	**High** – reported for 10-minute headways. **2024:** +7.8% increase in ridership **2045:** +6.6% increase in ridership	3
Station Area Accessibility	Qualitative assessment of connectivity around station areas and first/last mile needs.	**High -** Offers the most direct access for first/last mile connections into the existing sidewalk, trail, and bicycle network for Park City School District Station and the Bonanza Drive Station. Seamless integration at Richardson Flat Park and Ride and the OTTC. Stations located on each side of the corridor reduce midblock crossing needs, added wait times for signals, and out of direction travel. Additionally, regular bus service can utilize the stations, providing a seamless experience for the user.	3	**Medium** - Offers fairly direct access for first/last mile connections into the existing sidewalk, trail, and bicycle network for Park City School District Station and the Bonanza Drive Station. Seamless integration at Richardson Flat Park and Ride and the OTTC. Stations located in the middle of the corridor require addition of signalized midblock crossings at Park City High School and on Bonanza Drive. It may be less feasible for regular bus service to utilize center-running stations due to the need to merge in and out of general purpose lanes.	2	**Low** -Offers fairly direct access for first/last mile connections into the existing sidewalk, trail, and bicycle network for Park City School District Station and the Bonanza Drive Station. A separate LRT station would need to be located on Deer Valley Drive, as LRT cannot serve the OTTC in its existing form. The station would be located on Deer Valley Drive north of Main Street, due to steep grades. Users would have to walk up hill +/- .25 to .5 mi to access OTTC or other Old Town destinations. LRT stations located in the middle of the corridor require addition of signalized midblock crossings at Park City High School and on Bonanza Drive. Regular bus service cannot utilize the LRT stations.	1

EVALUATION CRITERIA	SUMMARY OF METRIC(S)	ELB SIDE RUNNING	SCORE	ELB CENTER RUNNING	SCORE	LRT CENTER RUNNING	SCORE
Transportation System Access	Corridor access at driveways, PCSD, and other businesses/ destinations.	**High** – Has the lowest impact to vehicular access on and off the corridor as left turns in and out of accesses and at unsignalized intersections would still be allowed. However, right turns off the corridor would be made from the bus lane, which may have marginal impacts on transit performance.	3	**Low** – Has the highest impact to vehicular access on and off the corridor. Alternative assumes no left turns in or out of cross streets or drive accesses. Left turns could be made only at signalized intersections, requiring vehicles to turn right and make a U-turn at the nearest signalized intersection. Bonanza Drive has no signalized intersection for U-turns except at its extents; SR-248 has 1.32 miles between signals at Comstock Road and Richardson Flat Road.	1	**Low** – Has the highest impact to vehicular access on and off the corridor. Alternative assumes no left turns in or out of cross streets or drive accesses. Left turns could be made only at signalized intersections, requiring vehicles to turn right and make a U-turn at the nearest signalized intersection. Bonanza Drive has no signalized intersection for U-turns except at its extents; SR-248 has 1.32 miles between signals at Comstock Road and Richardson Flat Road.	1
Conceptual Capital Costs[3]	Quantitative assessment of costs, with ROM for each alternative, excludes ROW acquisition with an assumed construction year of 2030.	**High** – Has the lowest cost of each alternative. $176M - $328M total construction cost.	3	**Medium** – Has the mid-range cost of each alternative. $240M - $447M total construction cost.	2	**Low** – Has the highest cost per mile of each alternative. $292 - $545M total construction cost. (*Guideway costs only, LRT vehicles and a new Operations and Maintenance facility would require additional funds*).	1
Operational Costs[4]	Operations and maintenance costs. Excludes new facility and vehicle needs.	**High** – ELB has the lowest operating cost compared to LRT.	3	**High** – ELB has the lowest cost compared to LRT.	3	**Medium** – LRT is 1.5-2 times more expensive to operate than ELB.	2

[3] Conceptual capital costs were determined using a ROM unit cost and include a contingency range of -20% from the base cost assumption up to +40% form the base cost assumption.
[4] Operational costs were determined utilizing FTA's National Transit Database Annual Data Products National Transit Summaries and Trends 2018 and 2023 Editions, and American Public Transit Association (APTA's) Public Transportation Factbook. Costs for each alternative were general operations estimates and not tied to a specific operating year. Excludes new maintenance facility and vehicle needs.

EVALUATION CRITERIA	SUMMARY OF METRIC(S)	ELB SIDE RUNNING	SCORE	ELB CENTER RUNNING	SCORE	LRT CENTER RUNNING	SCORE
Construction Complexity	Qualitative analysis of potential construction challenges and potential risks.	**High** – Least complex alternative to construct compared to LRT and center running ELB. Station platforms fit within existing footprint and curvatures of the roadway.	3	**Medium** – Less complex than LRT, but slightly more complex than side-running ELB. Center running ELB requires additional width needs at intersections to accommodate turning bays and vehicle operations; center running ELB requires more infrastructure for access management along the corridor, e.g., infrastructure to facilitate right-in-right-out movements for turning vehicles and controlled U-turn locations. Station platforms fit within existing footprint and curvatures of the roadway.	2	**Low** – Most complex alternative due to need for specialized, permanent rail infrastructure which is more involved than dedicated bus lanes for ELB. Additional equipment including OCS poles presents vertical clearance issues under US-40 at Richardson Flat Road, requiring a new US-40 bridge structure and traction power sub-stations requiring high-voltage power. A new Operations and Maintenance facility would need to be constructed with a direct connection to the LRT alignment. **Station Complexities:** Deer Valley Drive would require regrading for a new station (a requirement of LRT near OTTC) due to the grade limitations of 2% standard grade for stations, resulting in potentially significant property impacts on both sides. Tail tracks are needed at each EOL (355 ft long); on Deer Valley Drive this would require the station to be located farther north and a great distance away from the OTTC. Station on Bonanza Drive would require 445 ft of tangent station platform length, and a realignment of the road would be required to accommodate it.	1

EVALUATION CRITERIA	SUMMARY OF METRIC(S)	ELB SIDE RUNNING	SCORE	ELB CENTER RUNNING	SCORE	LRT CENTER RUNNING	SCORE
Environmental Considerations	Assessment of project development risks based on proximity to key environmental considerations. *Footprints and alignments will be further refined in the next phase with the goal of reducing impacts.*	**Medium** – This alternative may potentially impact 4.91 acres of farmlands of statewide importance, 2.54 acres of wetlands, and 6,731 linear ft of streams. The alternative would directly impact four hazardous sites (three leaking underground storage tank [LUST] and one underground storage tank [UST]) and is within a 1-mile buffer of one National Priorities List Superfund site. Although long-term impacts to these resources are anticipated, the proposed improvements represent minor additions to an existing roadway and would therefore result in minimal overall effects.	2	**Medium** – This alternative may potentially impact 6.03 acres of farmlands of statewide importance, 2.45 acres of wetlands, and 6,182 linear ft of streams. The alternative would directly impact four hazardous sites (three LUST and one UST) and is within a 1-mile buffer of one NPL Superfund site. Although long-term impacts to these resources are anticipated, the proposed improvements represent minor additions to an existing roadway and would therefore result in minimal overall effects.	2	**Medium** – This alternative may potentially impact 6.09 acres of farmlands of statewide importance, 2.61 acres of wetlands, and 6,302 linear ft of streams. The alternative would directly impact four hazardous sites (three LUST and one UST) and is within a 1-mile buffer of one National Priorities List Superfund site. Although long-term impacts to these resources are anticipated, the proposed improvements represent minor additions to an existing roadway and would therefore result in minimal overall effects.	2
Estimated Property Impacts	Qualitative assessment of property impacts based on assumed footprint (GIS-level exercise). *Footprints and alignments will be further refined in the next phase with the goal of reducing impacts.*	**Medium** – Seven properties fall within a 20 ft radius of the proposed design footprint (which also includes a 15 ft buffer outside of the alternative footprint) and may require commercial relocation; four of these directly overlap building footprints as defined today.	2	**Medium** – Seven properties fall within a 20 ft radius of the proposed design footprint (which also includes a 15 ft buffer outside of the alternative footprint); two of these directly overlap building footprints as defined today.	2	**Low** – This alignment may require more commercial relocations than the other alternatives. Eight properties fall within 20 ft of the proposed design footprint (which also includes a 15 ft buffer outside of the alternative footprint) and may require commercial relocation; three of these directly overlap building footprints as defined today.	1
Station Area and EOL Indicators Assessment	Land use and population assessment based on FTA CIG criteria. *Informational only.*	**Medium** – **Richardson Flat Park and Ride Stations**: Currently undeveloped but with substantial development potential. **Bonanza Drive and Park City High Stations**: Offer the highest concentrations of population and employment. **OTTC**: Unmatched commercial and taxable value per acre.	-	**Medium** – **Richardson Flat Park and Ride Stations**: Currently undeveloped but with substantial development potential. **Bonanza Drive and Park City High Stations**: Offer the highest concentrations of population and employment. **OTTC**: Unmatched commercial and taxable value per acre.	-	**Medium** – **Richardson Flat Park and Ride Stations**: Currently undeveloped but with substantial development potential. **Bonanza Drive and Park City High Stations**: Offer the highest concentrations of population and employment. **OTTC**: Unmatched commercial and taxable value per acre.	-
Reduction in VMT	FTA STOPS model output on potential VMT savings per day.	**Medium** – reported for 10-minute headways. **VMT reduction 2024**: -190 mi **VMT reduction 2045**: -800 mi	2	**Medium** – reported for 10-minute headways. **VMT reduction 2024**: -190 mi **VMT reduction 2045**: -800 mi	2	**High** – reported for 10-minute headways. **VMT reduction 2024**: -1,430 mi **VMT reduction 2045**: -2,790 mi	3

EVALUATION CRITERIA	SUMMARY OF METRIC(S)	ELB SIDE RUNNING	SCORE	ELB CENTER RUNNING	SCORE	LRT CENTER RUNNING	SCORE
Noise and Vibration Impacts	Measurement of sensitive noise receptors within the study area for each mode.	**High –** **Noise sensitive receptors within screening distance:** 66 **Vibration sensitive receptors within screening distance:** 0	3	**High –** **Noise sensitive receptors within screening distance:** 66 **Vibration sensitive receptors within screening distance:** 0	3	**Low –** **Noise sensitive receptors within screening distance:** 138 **Vibration sensitive receptors within screening distance:** 40	1
Visual Impacts	Qualitative assessment of the alternative's potential impact on view sheds.	**High** – No new or increased visual impacts. Station platforms would likely be expanded at the Park City School District station and the Bonanza Drive station.	3	**High** – No new or increased visual impacts. Station platforms would likely be expanded at the Park City School District station and the Bonanza Drive station.	3	**Low** – OCS poles would be located approx. every 100-200' along the entire length of the alignment plus visible wiring between the poles approximately 22' above track. Additionally signal houses and traction power substations would be required. Currently, the structure at US-40 and Richardson Flat road is too short to accommodate OCS and would need to be replaced/reconstructed.	1
Feasible and Service-Proven	Feasible to implement prior to 2034, eligibility and competitiveness for FTA funding.	**High** – The availability of vehicles is higher than rail cars, manufacturing times are faster, and a new maintenance facility is not needed immediately.	3	**High** – The availability of vehicles is higher than rail cars, manufacturing times are faster, and a new maintenance facility is not needed immediately.	3	**Medium** – There are generally longer lead times for vehicle manufacturing; a dedicated operations and maintenance facility would be required and would need to undergo a similar federal NEPA process prior to construction.	2
Community Compatibility	Ability to interline or share guideway with existing transit services and compatibility with local plans.	**High** – This alternative is most compatible with current bus system, the SR-224 Bus Rapid Transit (BRT) project, and the OTTC and is identified in several local and regional transportation and transit plans. High-capacity transit on this segment of SR-248 is identified on the Statewide Long Range Transportation Plan.	3	**High** – This alternative is most compatible with current bus system, the SR-224 BRT project, and the OTTC and is identified in several local and regional transportation and transit plans. High-capacity transit on this segment of SR-248 is identified on the Statewide Long Range Transportation Plan	3	**Medium** – There are currently no LRT services in operation with PCT, developing this service would require additional rail yard and maintenance facilities, and operators/maintainers. Connection considerations for directing people to/from the OTTC would be required, as LRT cannot use the current transit center. Considerations for separate alignment and access would be required for Richardson Flat Park and Ride connection. LRT is not identified in local or regional transit plans, but high-capacity transit is identified in the Statewide Long Range Transportation Plan on this segment of SR-248.	2

EVALUATION CRITERIA	SUMMARY OF METRIC(S)	ELB SIDE RUNNING	SCORE	ELB CENTER RUNNING	SCORE	LRT CENTER RUNNING	SCORE
Resiliency	Assessment of if and how the mode can be scalable over time to add capacity.	**High** – ELB service can expand service frequency and capacity with minimal infrastructure requirements by adding additional vehicles and reducing headways. Generally considered more scalable for special events due to existing availability of vehicles.	3	**High** – ELB service can expand service frequency and capacity with minimal infrastructure requirements by adding additional vehicles and reducing headways. Generally considered more scalable for special events due to existing availability of buses.	3	**Medium** – LRT offers less flexibility than ELB for adding vehicles, as stations must be designed larger in advance or ROW preserved to accommodate increasing station lengths for long trains. Adding vehicles does not necessarily increase frequency of service but can move more passengers with each trip. Alternatively reducing headways to meet demand instead of adding LRT vehicles to the train set could also be considered.	2
Public and Stakeholder Support	Support for the mode based on engagement findings. *Informational only.*	**High** – ELB service has the greatest public support; the public likes that this mode is most compatible with the current system; there is high interest in this alternative due to its ability for timely implementation and cost effectiveness; support for the flexibility of buses and ability to easily scale service.	-	**High** – ELB service has the greatest public support; the public likes that this mode is most compatible with the current system; there is high interest in this alternative due to its ability for timely implementation and cost effectiveness; support for the flexibility of buses and ability to easily scale service.	-	**Medium** – LRT has moderate public support; there are some concerns over system-to-system compatibility, cost, and impacts due to noise, vibration, property impacts at intersections, and noise and traffic delay during construction.	-
SCORING			**45**		**41**		**30**

5 SUMMARY OF LEVEL 2 ENGAGEMENT

5.1 TECHNICAL ADVISORY COMMITTEE MEETING

A TAC meeting was held on December 16, 2025, to review the Level 2 Screening findings, discuss methodology, and address questions.

A summary of the meeting discussion is as follows:

- An overview of the study and corridor goals were presented.
- A reminder on previous screening results, including the Purpose and Need Screening and the Level 1 Screening, were shared.
- The Level 2 Screening criteria and metrics were shared with the TAC, and the scoring findings for each alternative were presented.
- Some discussion occurred inquiring about FTA CIG considerations, and travel time for LRT on Bonanza Drives (reduced due to curvature of the roadway).
- A discussion about ensuring this future project moves from Phase 2 of the UDOT Long Range Transportation Plan to Phase 1, to allow for more near-term funding opportunities was discussed.
- A desire to understand a funding plan from PCMC was discussed.

Overall, no feedback or concerns were expressed about what was presented or about the scoring of the three alternatives – the TAC indicated support for side running ELB to advance as the LPA per the evaluation findings.

5.2 PUBLIC AND STAKEHOLDER ENGAGEMENT

The Level 2 Screening report was uploaded to the study website and the public was notified in January 2026.

A summary of public feedback included:

6 NEXT STEPS FOR LPA REFINEMENT

The remaining task in the Re-create 248 Study will be to refine the LPA; this will allow for a greater detail of design to inform cost, impacts, and coordination needs with UDOT, FTA Region 8, and other agencies and stakeholders. A preliminary assessment of FTA CIG ratings will be conducted to determine additional analysis and planning that may need to be further refined in the NEPA phase of study. Additionally, intersection-level operational assessments will be conducted using Vissim.

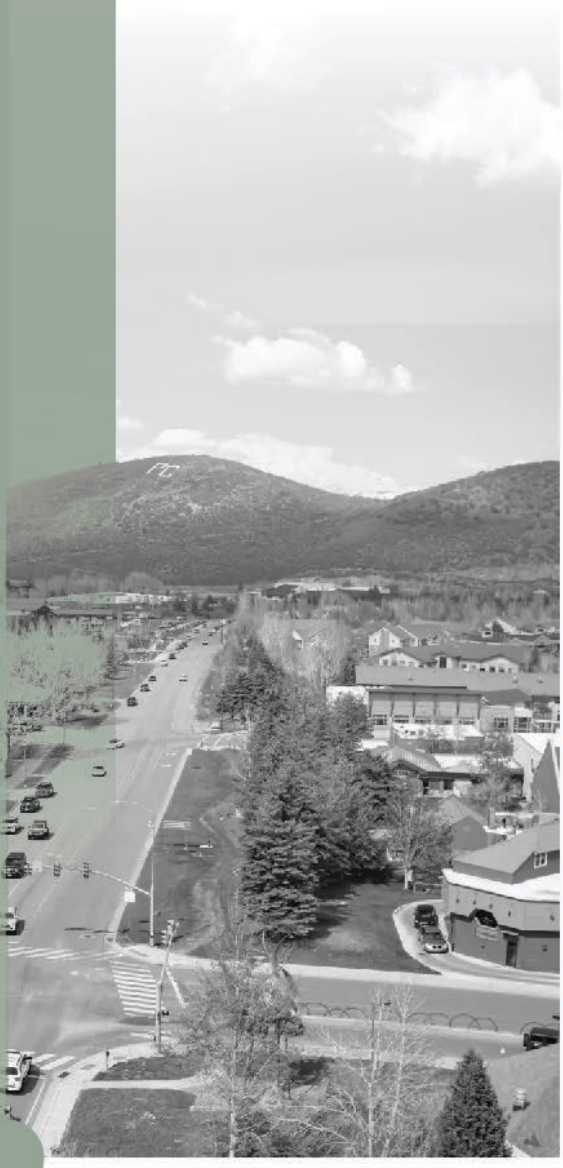
The Re-create 248 Study is slated to be completed in early 2026, the future project will then be entered into Project Development with FTA, and the NEPA study will commence.

APPENDIX A: STATION AREA AND END-OF-LINE INDICATORS MEMORANDUM

Re·create 248

STATION AREA AND END-OF-LINE INDICATORS MEMORANDUM

November 2025



Re·create 248

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Acronyms and Abbreviations

ACS	American Community Survey
AMI	Area median income
Bonanza Drive	Station area at Bonanza Drive and Prospector Avenue
ELB	Exclusive-Lane Buses
FTA	Federal Transit Administration
Gordo	Station area at SR-248 and Richardson Flat Road
HTRZ	Housing and Transit Reinvestment Zone Act
HUD	U.S. Department of Housing and Urban Development
LBAR	Legally binding affordability restricted
OTTC	Station area at Old Town Transit Center
Park City High School	Station area at SR-248 and Park City High School
PCHS	Park City High School
PCMC	Park City Municipal Corporation
Richardson Flat	Station area at Richardson Flat Park and Ride
The Study	Re-create 248 Transit Study
TAZ	Traffic Analysis Zone
WFRC	Wasatch Front Regional Council
ZPFI	Zions Public Finance, Inc.

1 KEY FTA LAND USE PROJECT MEASURES

In this report Zions Public Finance, Inc. (ZPFI) provides additional insights and analysis regarding Park City Municipal Corporation's (PCMC's) Re-create 248 Transit Study (the study) and examines potential station areas within the SR-248 corridor for Exclusive-Lane Bus (ELB) alternatives, and the Light Rail (LRT) alternative. Station locations are assumed to be consistent across alternatives based on industry best practices and corridor land uses. Where able, ZPFI has aligned the analysis to the Federal Transit Administration's (FTA) land use project measures, as described in its "Capital Investment Grants Proposed Policy Guidance"[1] report (FTA 18). In certain cases, where this data is not readily available, ZPFI has provided a qualitative narrative.

1.1 POTENTIAL STATION AREAS

As part of the project, Horrocks identified four potential station areas, inclusive of end-of-line facilities. These four areas are identified in the exhibit below and constitute the following:

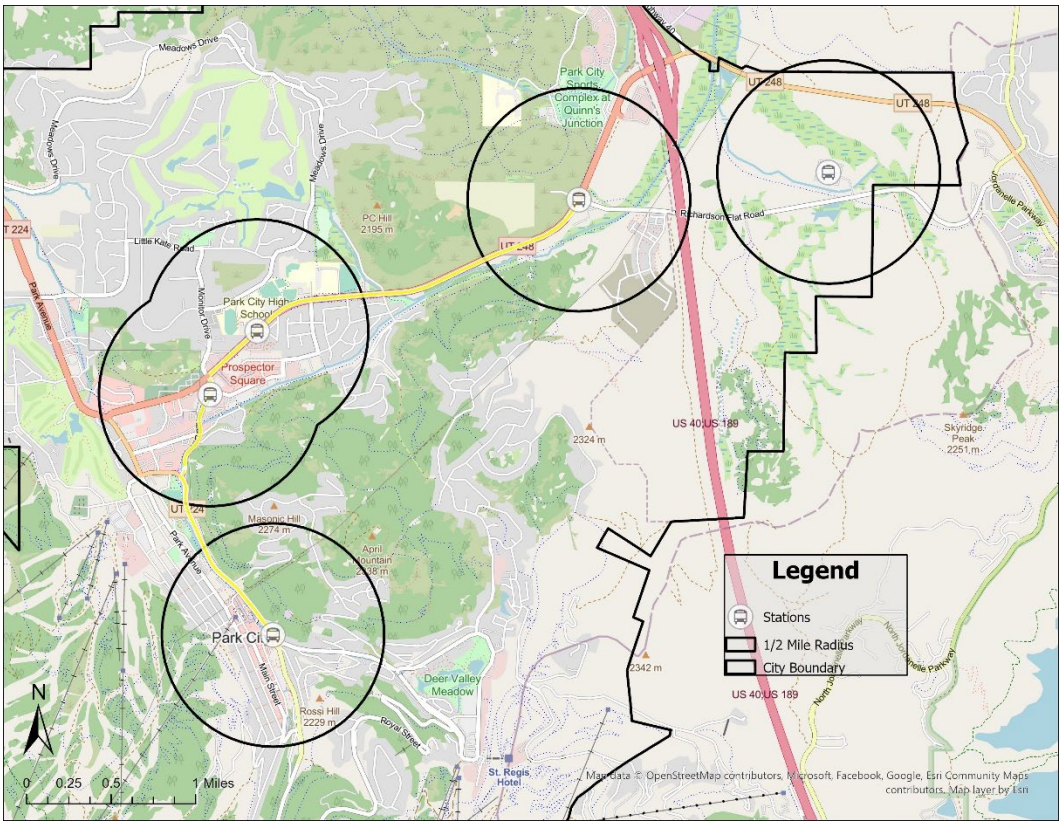
- A station or potential end-of-line facility at the Richardson Flat Park and Ride (Richardson Flat)
- A station or potential end-of-line facility at the intersection of SR-248 and Richardson Flat Road area adjacent to a city-owned parcel informally called the 'Gordo site' (Gordo)
- A station at SR-248 and Park City High School (Park City High School)
- A station at Bonanza Drive and approximately Prospector Avenue (Bonanza Drive)
- An end-of-line facility at the City's Old Town Transit Center on Swede Alley (OTTC)

The station areas for this study are examined in ½ mile radii, consistent with FTA requirements. Additionally, for the purposes of this analysis, ZPFI combined the radii associated with the Park City High School station and Bonanza station given that they overlap. By combining these areas, ZPFI prevents double counting of characteristics in overlapping zones such as population

[1] U.S. Department of Transportation, Federal Transit Administration. Capital Investment Grants Proposed Policy Guidance, Federal Transit Administration, 2025, https://www.transit.dot.gov/sites/fta.dot.gov/files/2025-08/Proposed-CIG-Policy-Guidance-August-2025.pdf.

or total acreage. ZPFI also notes that portions of the potential Richardson Flat station area lie outside of the Park City Municipal boundary.

Figure 1. Re-create 248 Transit Study Area Potential Station Locations



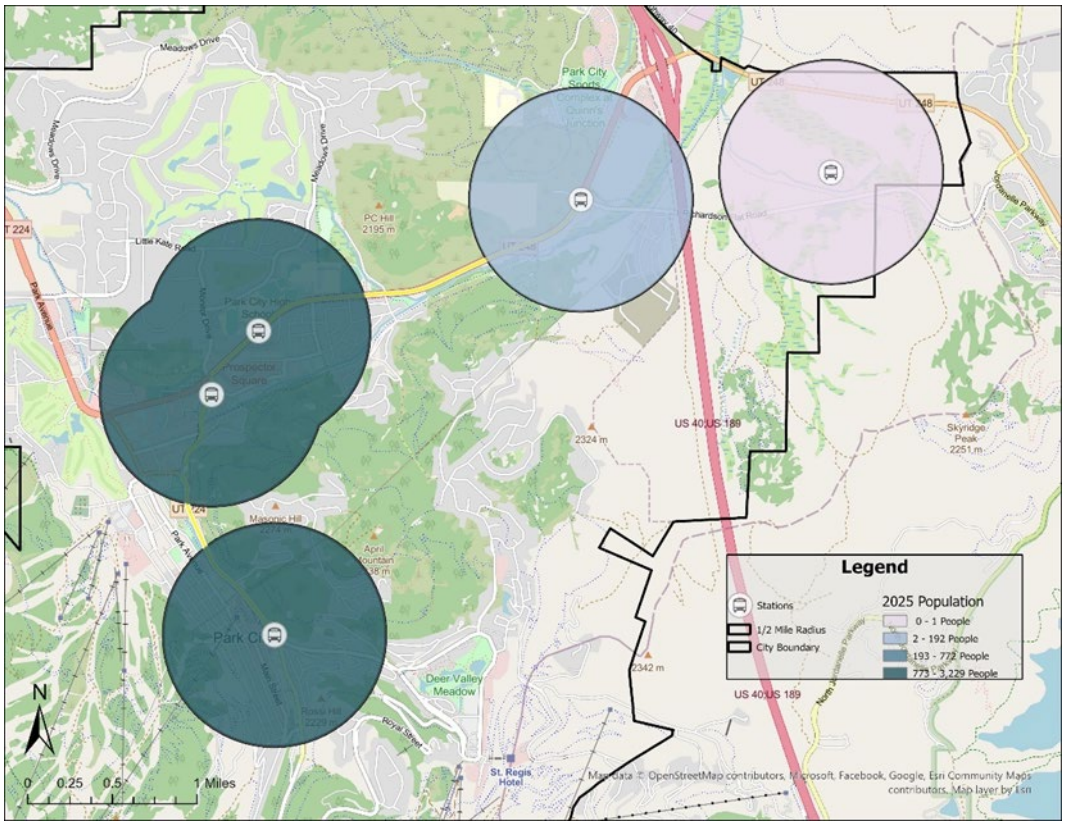
Source: Horrocks, ZPFI.

1.2 AVERAGE EXISTING POPULATION DENSITY ACROSS ALL STATION AREAS

Most of Park City's large employment centers are located proximate to SR-224 or SR-248. Transit improvements along SR-248 will substantially increase access to employment, due to the connection to SR-248 as well as to major employment centers near Bonanza Drive.

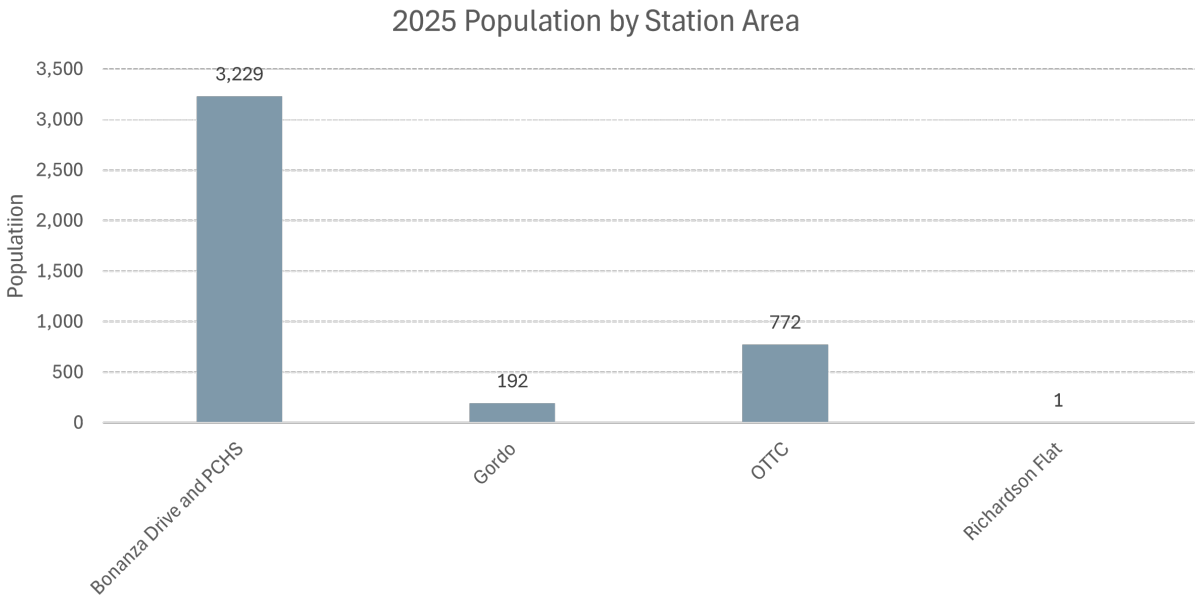
Consistent with the exhibit below, existing population is relatively sparse in the Gordo area at 192 people given the minimal residential development in the area. Population is essentially not present in the Richardson Flat area. Total population in the Bonanza Drive, Park City High School, and Gordo areas is greater at 3,229 people, due to existing homes and its larger land area. Total population in the OTTC area is 772 people.

Figure 2. Re-create 248 Transit Study Area Total Population by Station Area



Source: WFRC Traffic Analysis Zones, ZPFI.

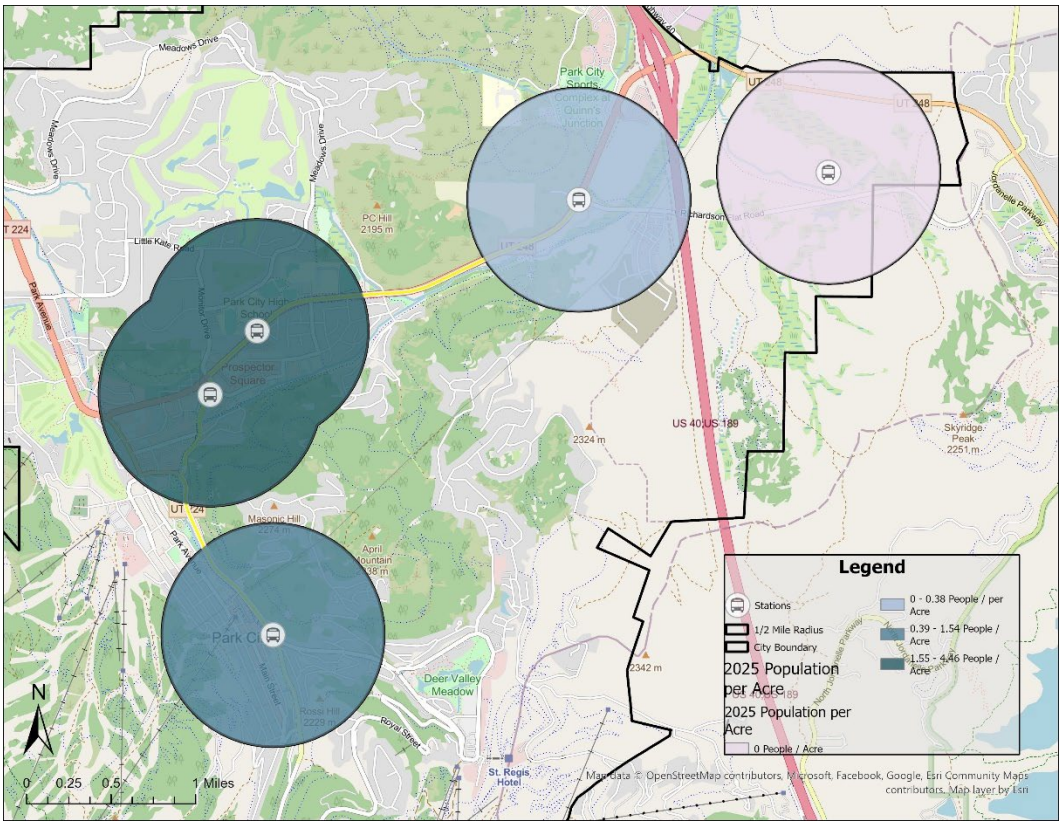
Figure 3. Total Population by Station Area



Source: WFRC Traffic Analysis Zones, ZPFI.

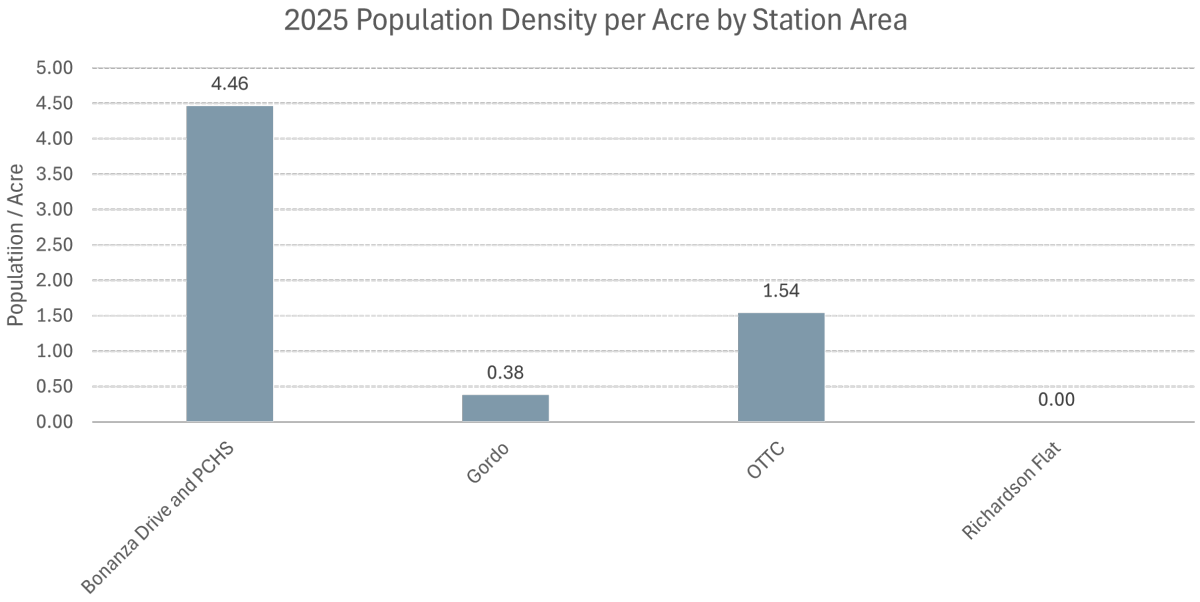
However, population density is better understood by normalizing these population figures by land area to examine a measure of people per acre. When viewed through this lens, the Bonanza Drive and Park City High School area still has the greatest population density, followed by the OTTC and then the Gordo area. Population density at the Richardson Flat area is again zero.

Figure 4. 2025 Population Density per Acre by Station Area



Source: WFRC Traffic Analysis Zones, ZPFI.

Figure 5. SR-248 ELB 2025 Population Density per Acre by Station Area



Source: WFRC Traffic Analysis Zones, ZPFI.

Jobs served by the project are a critical component to project success and adoption. Furthermore, it is likely that the benefit to jobs will extend beyond the immediate number of jobs within each station area as winter visitation creates much more dynamic demand for jobs throughout the corridor.

However, in studying data and projections from the statewide Wasatch Front Regional Council Traffic Analysis Zones (WFRC TAZ) dataset by census tract we can gain insights into the long-term job market and employment characteristics within each station area.

Table 1. Re-create 248 Jobs by Station Area, 2025-2045

STATION AREA	2025 JOBS	2045 PROJECTED JOBS	PROJECTED 20-YEAR JOB GROWTH	ANNUALIZED JOB GROWTH OVER 20-YEAR PERIOD
Bonanza Drive and Park City High School	11,879	14,010	2,131	0.9%
Gordo	1,008	1,301	293	1.5%
OTTC	6,950	7,614	664	0.5%
Richardson Flat	0	2	2	27.9%
Total	19,836	22,924	3,088	0.8%

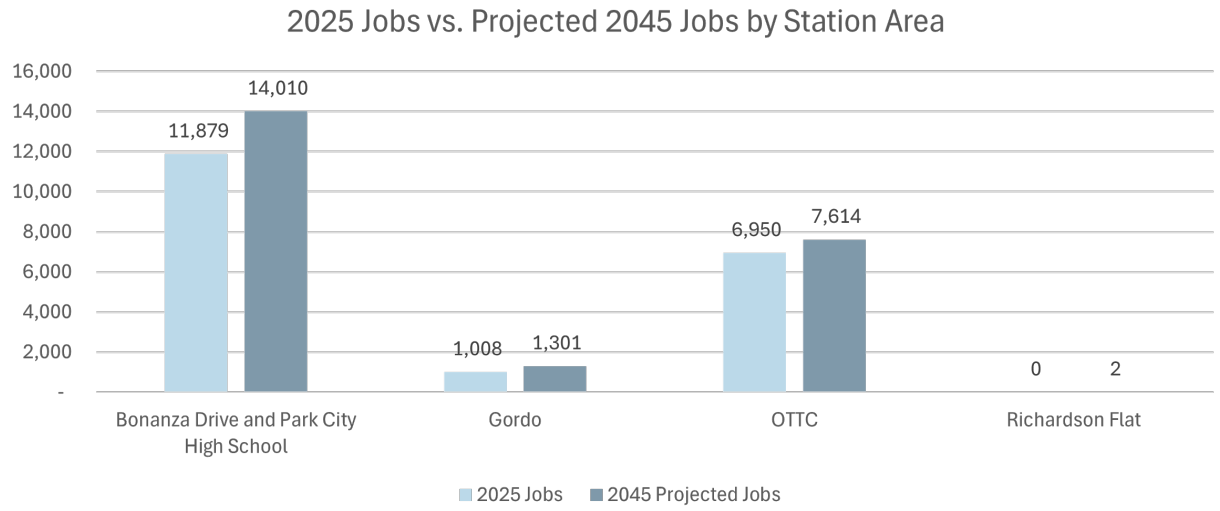
Table 2. Re-create 248 Job Density by Station Area, 2025-2045

STATION AREA	2025 JOBS	2045 PROJECTED JOBS	PROJECTED 20-YEAR JOB GROWTH	ANNUALIZED JOB GROWTH OVER 20-YEAR PERIOD
Bonanza Drive and Park City High School	16.4	19.4	1.2	0.9%
Gordo	2.0	2.6	1.3	1.5%
OTTC	13.8	15.2	1.1	0.5%
Richardson Flat	0.0	0.0	0.0	27.9%

Source: WFRC Traffic Analysis Zones, ZPFI.

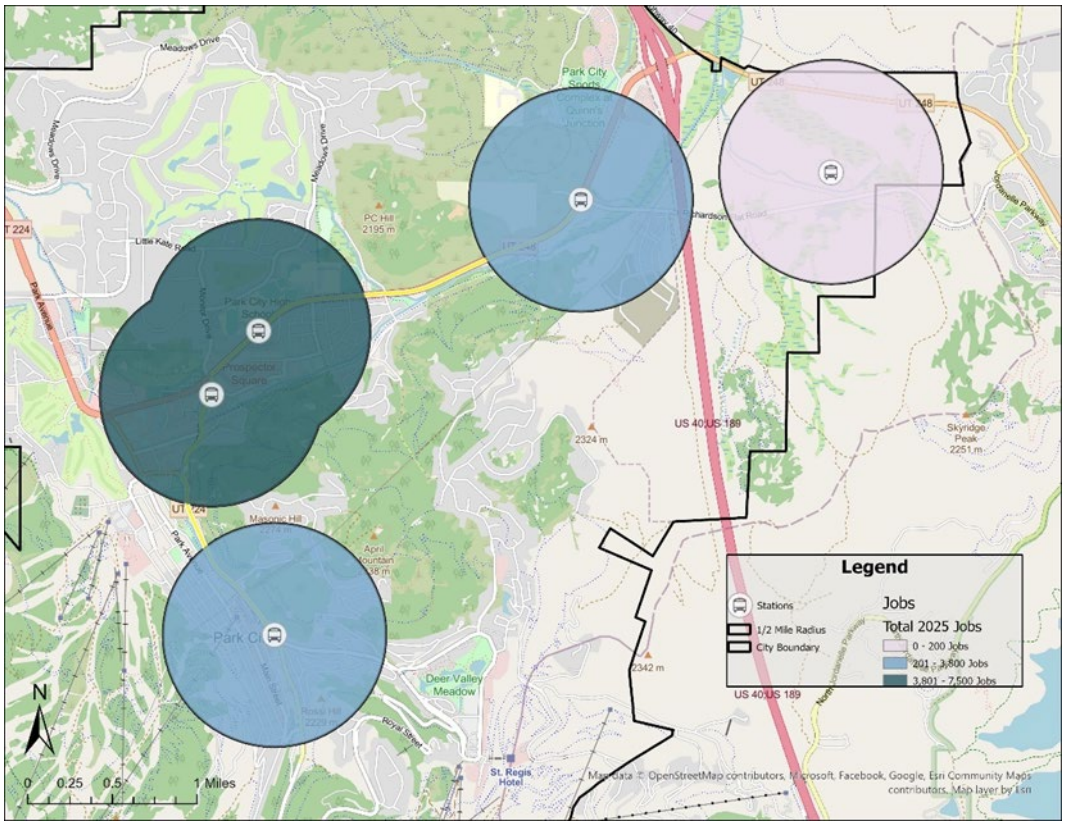
Additional visualizations of the information above illustrate the significance and relative efficiency of the Bonanza Drive and Park City High School station area along with the OTTC area. The Gordo and Richardson Flat areas stand out for their scarcity of jobs when compared to the other station areas.

Figure 6. Jobs by Station Area, 2025-2045



Source: WFRC Traffic Analysis Zones, ZPFI.

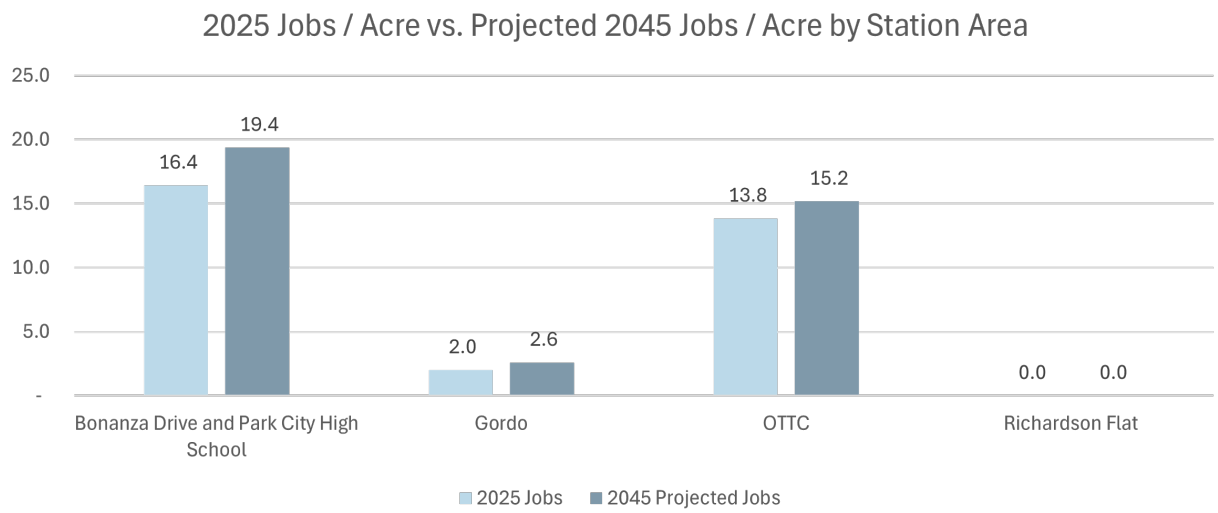
Figure 7. Jobs by Station Area, 2025



Source: WFRC Traffic Analysis Zones, ZPFI.

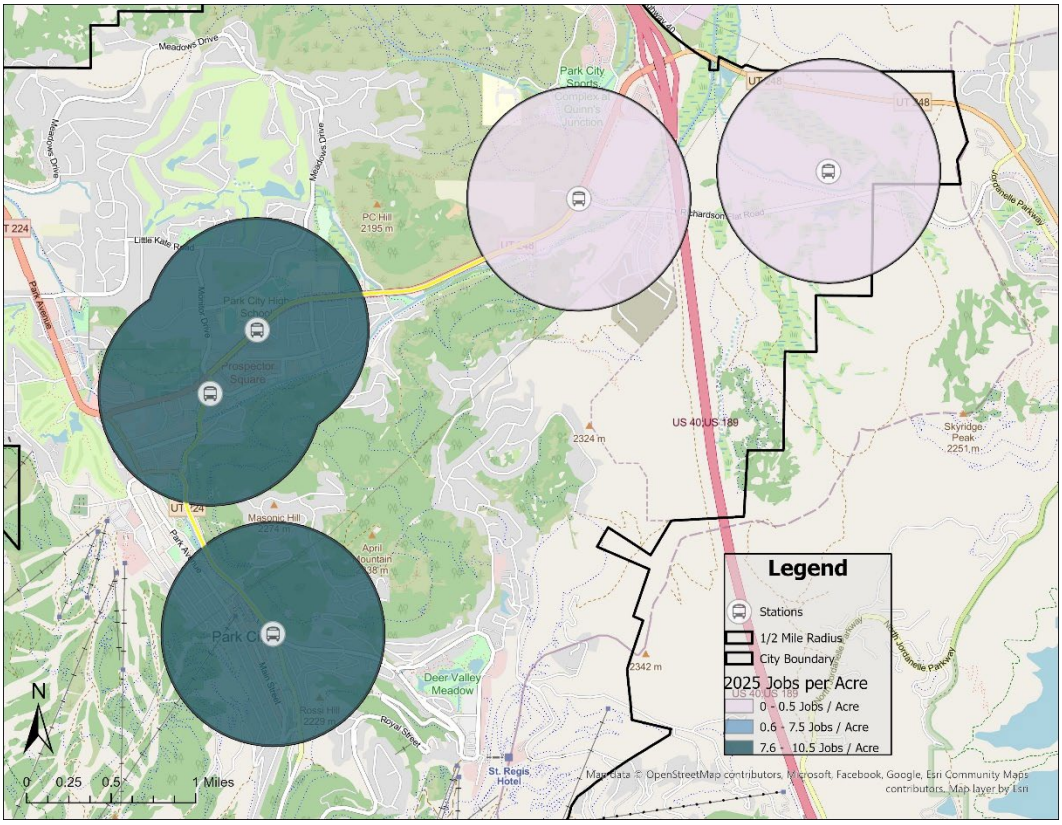
Normalizing job density per acre provides a more accurate measure of the relative efficiency of each site in serving workers.

Figure 8. Jobs per Acre by Station Area, 2025-2045



Source: WFRC Traffic Analysis Zones, ZPFI.

Figure 9. Jobs per Acre by Station Area



Source: WFRC Traffic Analysis Zones, ZPFI.

From the analysis above, we see that job density far outstrips long-term population density in the different station areas. It is reasonable to conclude that the Re-create 248 project could serve as a critical resource for workers in these regions and this would correspondingly lessen the amount of single-occupancy vehicle traffic on this corridor due to jobs in the region.

1.3 HOUSING CHARACTERISTICS

FTA defines legally binding affordability restricted (LBAR) housing as, “For purposes of the affordable housing measure, a legally binding affordability restriction is a lien, deed of trust or other legal instrument attached to a property and/or housing structure that restricts the cost of housing units to be affordable to households at specified income levels for a defined period of time and requires that households at these income levels occupy these units”[2] (FTA 19). Deed restricted housing units that are occupied by renters that have household incomes at or below

[2] U.S. Department of Transportation, Federal Transit Administration. Capital Investment Grants Proposed Policy Guidance, Federal Transit Administration, 2025, https://www.transit.dot.gov/sites/fta.dot.gov/files/2025-08/Proposed-CIG-Policy-Guidance-August-2025.pdf.

60 percent of the area median income (AMI) as defined by the U.S. Department of Housing and Urban Development (HUD). This study criteria considers the ratio of the number of these LBAR units within ½ mile of a station area to the proportion of LBAR units within the counties.

A presentation by Summit County in 2024 indicates that the County has 1,095 deed restricted housing units[3] (Summit County, 2). However, ZPFI does not currently have access to geographically mapped data regarding deed-restricted housing in Park City. Therefore, this ratio cannot be directly computed at this time. However, ZPFI has presented additional housing characteristics regarding the station areas below.

FTA cites that it, "is seeking LBAR housing units to renters with household incomes at or below 60 percent of the area median income (AMI) and/or owners with household incomes at or below AMI that are within a ½-mile radius of stations and in the counties through which the project travels" (FTA 19).

First, ZPFI notes that, according to the U.S. Census American Community Survey (ACS) the Bonanza Drive and Park City High School station area has the greatest number of housing units given it is composed of a larger land area than the end-of-line stations. However, when normalizing by units per acre, each area is roughly similar. Further, we note that this data is based on U.S. Census tracts, which are larger than each station area. Therefore, the Richardson Flat site will show as having units present, even though no actual housing units exist on the site.

Next, we note that a significant number of housing units are held as vacant housing units for seasonal, recreational, or occasional use.

Table 3. Housing Characteristics by Station Area

STATION AREA	TOTAL HOUSING UNITS	OWNER OCCUPIED HOUSING UNITS	RENTER OCCUPIED HOUSING UNITS	VACANT HOUSING UNITS FOR SEASONAL, RECREATIONAL, OR OCCASIONAL USE	OTHER VACANT HOUSING UNITS	% OF HOUSING UNITS FOR SEASONAL, RECREATIONAL, OR OCCASIONAL USE	TOTAL HOUSING UNITS PER ACRE	HOUSING UNITS FOR SEASONAL, RECREATIONAL, OR OCCASIONAL USE PER ACRE
Bonanza Drive	392	118	43	182	49	46%	0.54	0.25
Gordo	280	83	30	132	35	47%	0.56	0.26
OTTC	298	68	25	159	46	53%	0.59	0.32

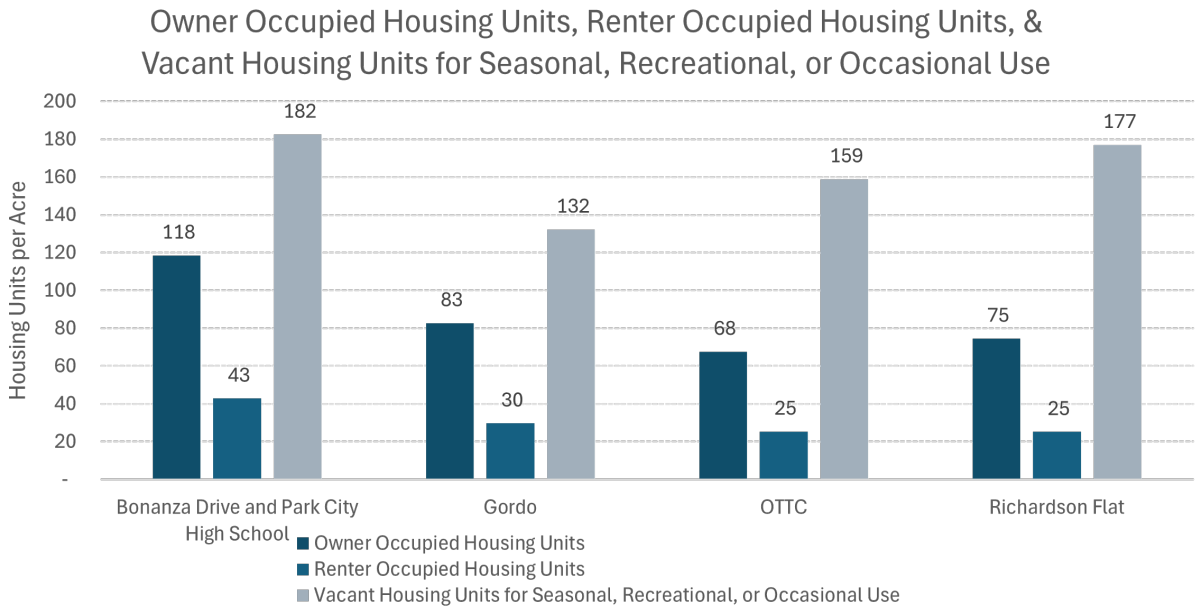
[3] Summit County. Housing Profiles, Jeffrey B. Jones, 2024, https://summitcounty.granicus.com/MetaViewer.php?view_id=&clip_id=674&meta_id=44685#:~:text=Summit%20County:%20=%201%2C095%20Deed%20Restricted,Entitled%20and/or%20Under%20Construction.

STATION AREA	TOTAL HOUSING UNITS	OWNER OCCUPIED HOUSING UNITS	RENTER OCCUPIED HOUSING UNITS	VACANT HOUSING UNITS FOR SEASONAL, RECREATIONAL, OR OCCASIONAL USE	OTHER VACANT HOUSING UNITS	% OF HOUSING UNITS FOR SEASONAL, RECREATIONAL, OR OCCASIONAL USE	TOTAL HOUSING UNITS PER ACRE	HOUSING UNITS FOR SEASONAL, RECREATIONAL, OR OCCASIONAL USE PER ACRE
Richard-son Flat	324	75	25	177	47	55%	0.65	0.35
Total	1,294	343	123	651	177	50%	0.15	0.29

Source: U.S. Census ACS 2023, ZPFI.

Housing units held as vacant housing units for seasonal, recreational, or occasional use are commonly referred to as nightly rentals or non-primary homes. The exhibit below highlights the striking difference and fact that these non-primary homes constitute the majority of the market in every station area. ZPFI notes that while the Richardson Flat area has minimal to no housing, some housing is provided in the Hideout area. As this analysis occurs at the Census tract area, higher precision about this area in the Park City Municipal boundary only is limited in the data and its lack of actual physical housing, within Park City boundaries, is reiterated here.

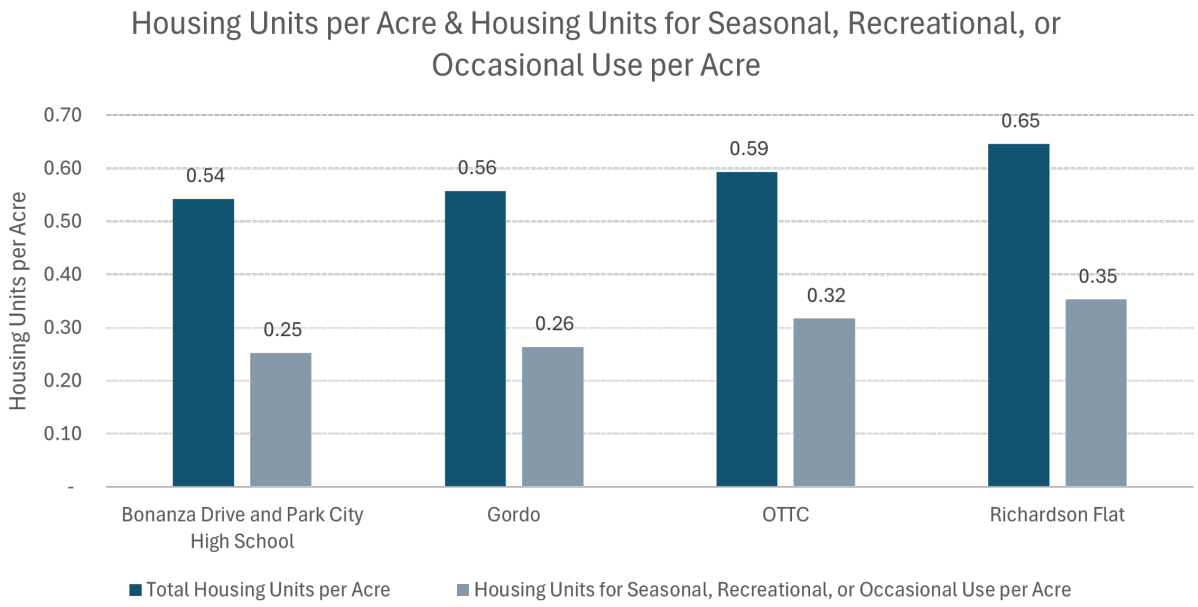
Figure 10. Owner Occupied Housing Units, Renter Occupied Housing Units, & Vacant Housing Units for Seasonal, Recreational, or Occasional Use



Source: U.S. Census ACS 2023, ZPFI.

Across the station areas, the Bonanza Drive and Park City High School station areas provide the greatest number of owner-occupied units per acre, while the OTTC end-of-line area contains the greatest number of units for seasonal, recreational, or occasional use.

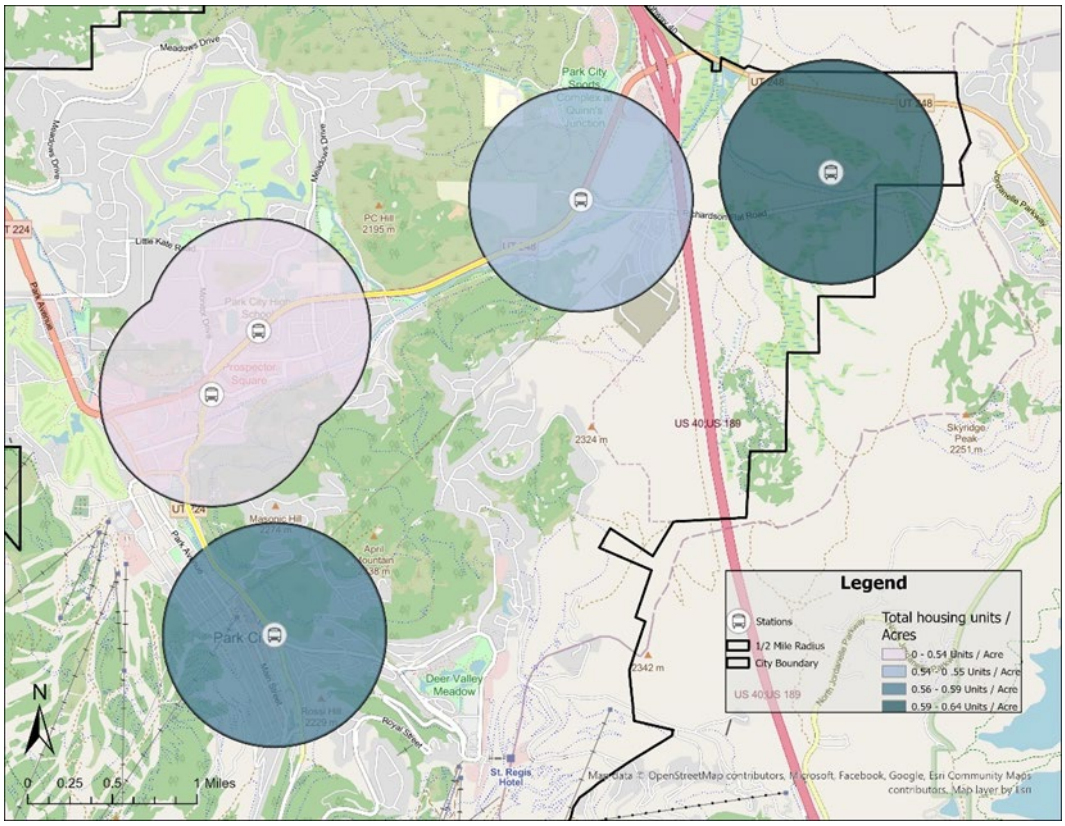
Figure 11. Housing Units per Acre & Housing Units for Seasonal, Recreational, or Occasional Use per Acre



Source: U.S. Census ACS 2023, ZPFI.

Lastly, an additional visualization of total housing units per acre highlights that the residential land use form provides a very similar level of density across station areas.

Figure 12. Total Housing Units per Acre by Station Area



Source: U.S. Census ACS 2023, ZPFI.

1.4 COMMUNITY RISK

While the above metrics provide illuminating characteristics about potential station areas, FTA also requires analysis of potential community risks as outlined below. These risk metrics for every station area are currently not within the scope of this study but are important to note. However, ZPFI notes that station areas fall within Census Tract 9644.02 and 9643.08. In Census Tract 9644.02 only 12 percent of the population has 3+ components of social vulnerability, about 522 individuals, according to the U.S. Census Community Resilience Estimates Viewer[4]. In Census Tract 9643.08 24 percent of the population has 3+ components of social vulnerability, about 799 individuals.

[4] U.S. Census Bureau, Community Resilience Estimates Viewer, https://mtgis-portal.geo.census.gov/arcgis/apps/experiencebuilder/experience/?id=54292fa3918e425a8717259f930274fb#data_s=id%3AdataSource_6-1946fd5161f-layer-6-30%3A27329.

Table 4. FTA Potential Community Risk Factors

RISK FACTOR #	RISK FACTOR	HOUSEHOLD OR INDIVIDUAL
1	Income-to-Poverty Ratio (IPR) < 130 percent Household	Household
2	Single or zero caregiver household – only one or no individuals living in the household who are 18-64 Household	Household
3	Unit-level crowding defined as > 0.75 persons per room Household	Household
4	Communication barrier defined as either: (a) Limited English-speaking households; or (b) No one in the household over the age of 16 with a high school diploma	Household
5	No one in the household is employed full-time, year-round (flag is not applied if all residents of the household are aged 65 years or older)	Household
6	Disability posing constraint to significant life activity (persons who report having any one of the six disability types: hearing difficulty, vision difficulty, cognitive difficulty, ambulatory difficulty, self-care difficulty, or independent living difficulty)	Individual
7	No health insurance coverage Individual	Individual
8	Being aged 65 years or older Individual	Individual
9	Households without a vehicle Household	Individual
10	Households without broadband internet access Household	Individual

Source: U.S. Department of Transportation, Federal Transit Administration.

1.5 ESSENTIAL SERVICES WITHIN ONE MILE OF STATIONS

FTA encourages transit services in locations with access to key essential services such as healthcare and education institutions. These may include hospitals, Veterans Administration centers, colleges/universities, supplemental colleges, and public schools within a one-mile radius of stations. By these criteria both the Gordo facility and the Bonanza Drive and Park City High School station area are excellent candidate sites. There is a hospital in the region of the Gordo facility, and Park City High School and McPolin Elementary school are both in the region of the Bonanza Drive and Park City High School station areas.

1.6 ADDITIONAL INDICATORS

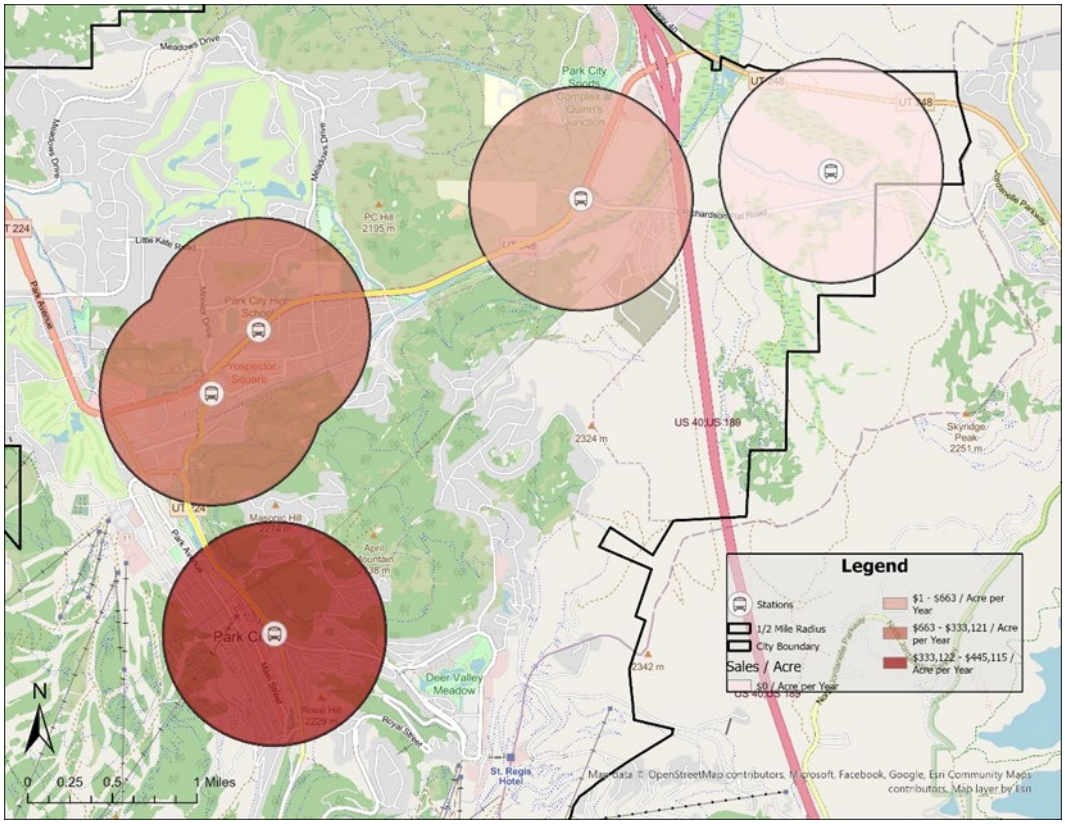
In addition to the FTA-preferred indicators highlighted above, ZPFI provides additional metric insights into the potential station areas that highlight their suitability for the Re-create 248 project.

1.7 TAXABLE SALE PER ACRE

As noted in ZPFI's previous report, high-performing retail centers drive real estate demand and produce municipal revenue. Ideal redevelopment strategies will support existing businesses and expand retail agglomerations.

ZPFI studied calendar year 2023's annual taxable sales per acre which verifies the sales strength of the Old Town and Historic Main Street commercial core relative to the Bonanza Drive and Park City High School station area and the Gordo and Richardson Flat area. This is not surprising given Main Street's much higher density land uses, its prominence as a must-visit location for visitors, and its concentration of restaurants, bars, and retail locations. The Gordo and Richardson Flat area has minimal taxable sales due to its sparse and partially residential land uses.

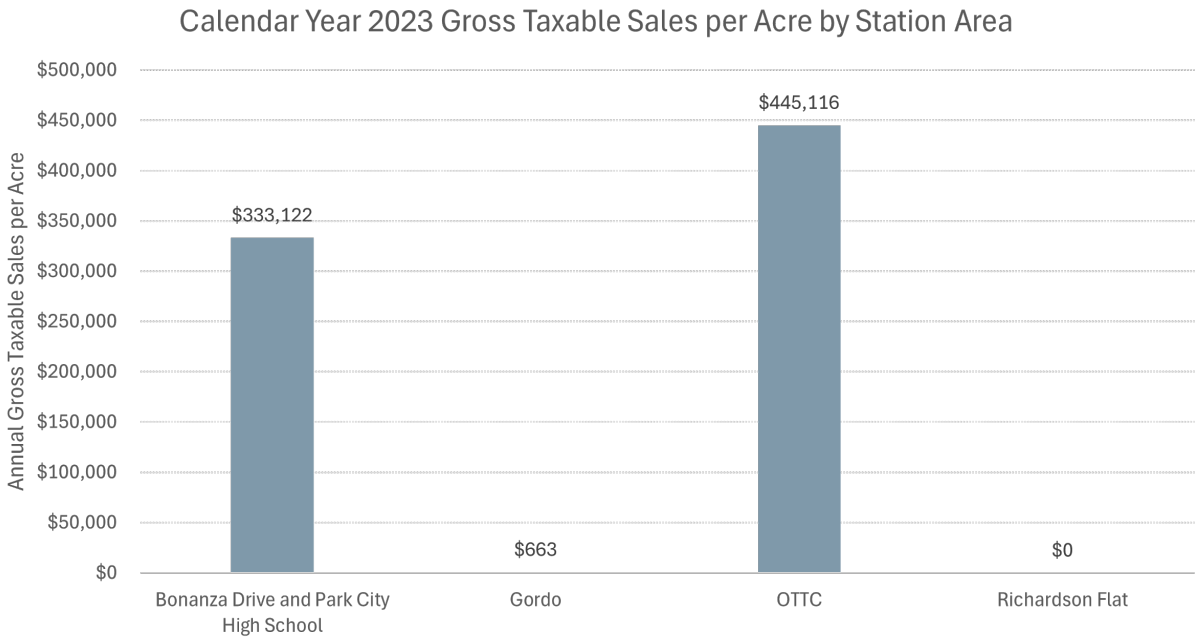
Figure 13. CY 2023 Taxable Sales per Acre by Station Area



Source: PCMC, ZPFI.

Calendar year 2023 taxable sales per acres stood at $445,116 per acre in the OTTC area while the Bonanza Drive and Park City High School station area performed at approximately $333,122 in sales per acre. Since 2023, the City has been traveling at similar trend levels with sales growth slowing.

Figure 14. CY 2023 Taxable Sales per Acre by Station Area



Source: PCMC, ZPFI.

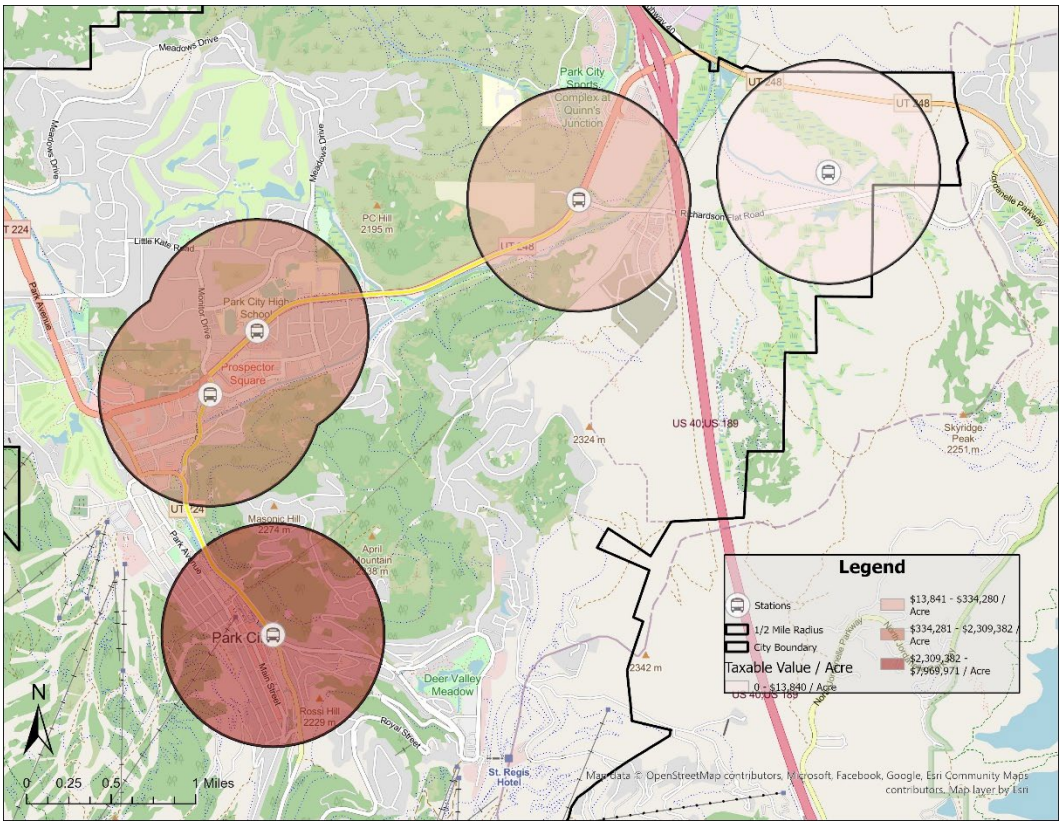
1.8 TAXABLE VALUE PER ACRE

High market values reflect past investment and current high demand for real estate. Like low relative improvement values, low market values suggest areas with opportunity for redevelopment. When high and low market values are intermingled, the area shows both demand and opportunity for redevelopment.

Taxable value per acre is highly correlated with economic and sales activity in a region, so it is no surprise that the OTTC area also has significantly higher taxable value per acre than the other station areas. Further, taxable values frequently lag traded market values. Thus, this analysis is not reflective of potential sales prices of assets.

Nevertheless, with its relatively low taxable value per acre, the Gordo and Richardson Flat area presents a clear investment opportunity with the greatest potential upside in terms of new investment. The project will likely need to consider how an end-of-line facility in the Gordo and Richardson Flat region is supported and integrated into this land area.

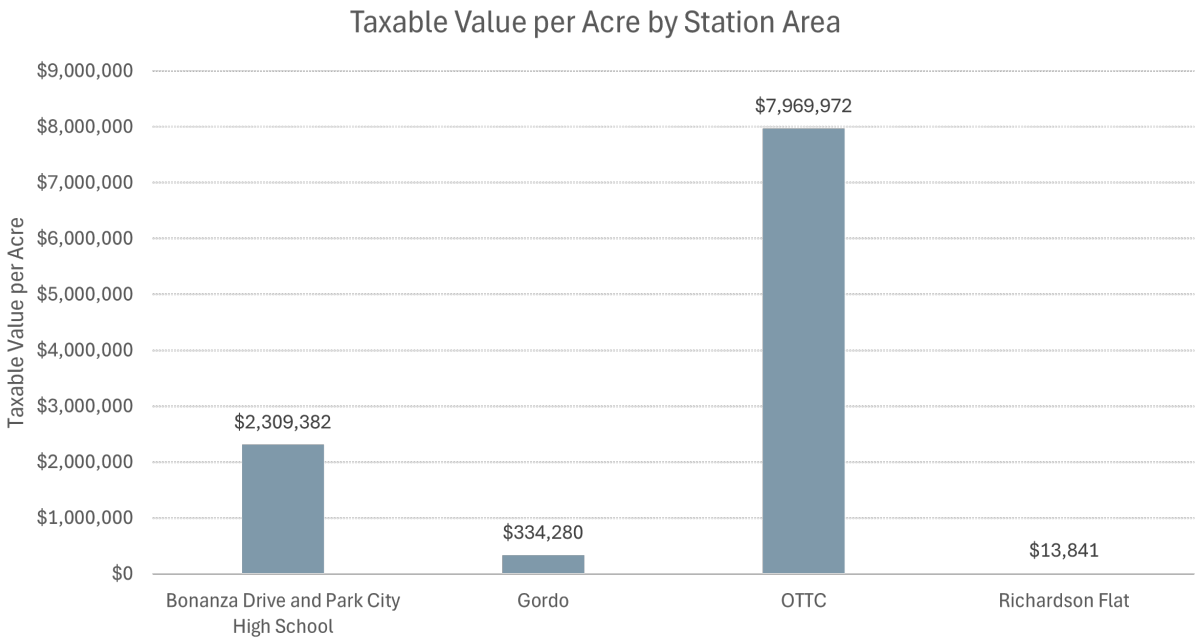
Figure 15. Taxable Value per Acre by Station Area



Source: Summit County Assessor, ZPFI.

The drastic differences in taxable value by station area is visually exhibited below as well.

Figure 16. Taxable Value per Acre by Station Area

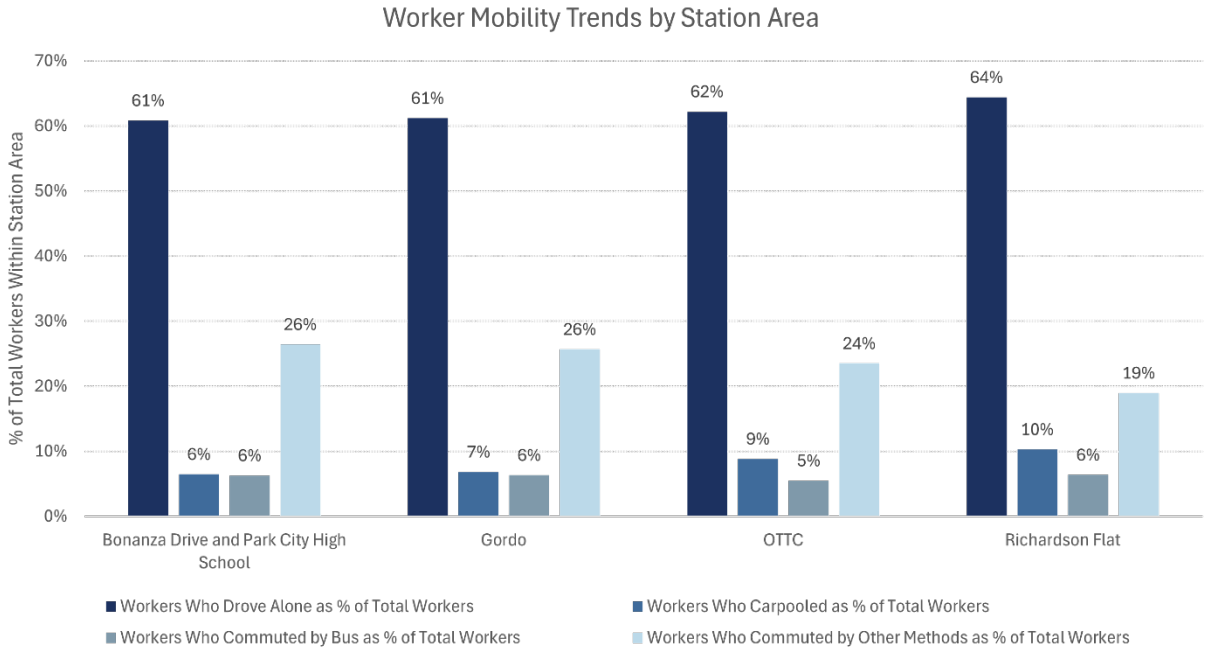


Source: Summit County Assessor, ZPFI.

1.9 WORKER MOBILITY TRENDS

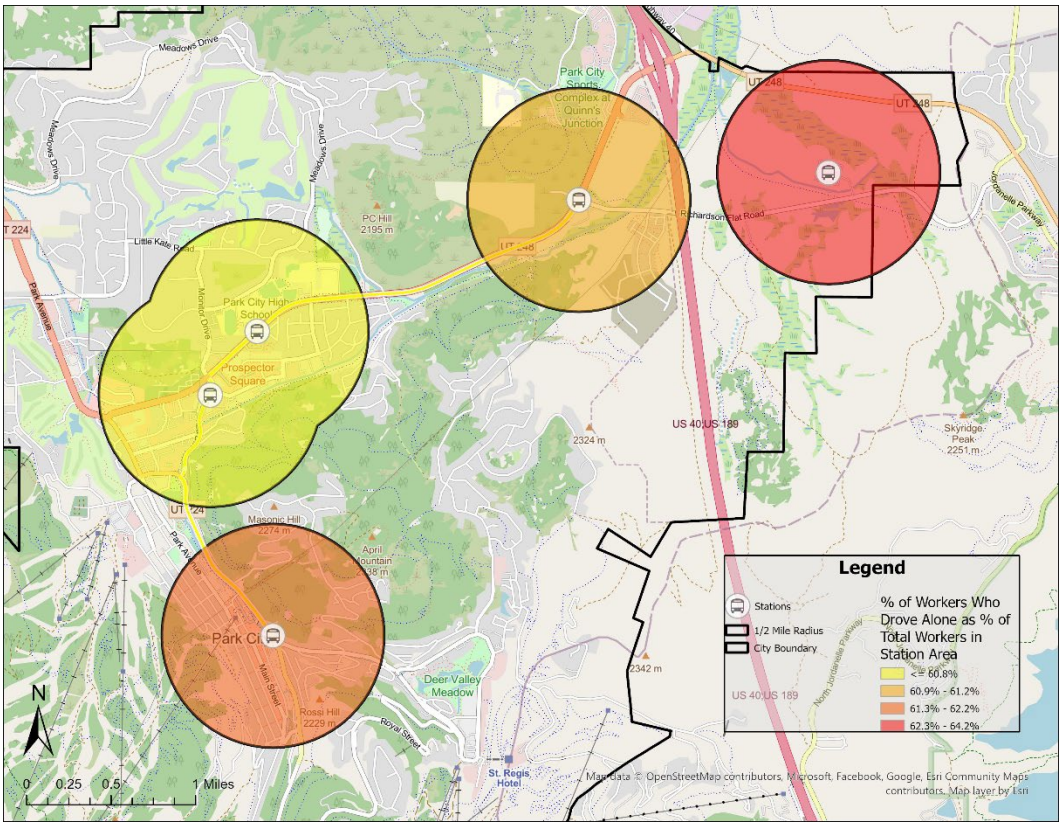
In addition to economic productivity trends, the ACS offers insights into worker mobility trends. We see from the analysis below that driving alone is the overwhelming method of commuting for workers within each station area. As a percentage of total workers, commuting by bus stands as the least used method. Other methods of commuting, such as walking or riding a bike, rank as the second most used method in each station area. ZPFI notes that as this information is derived from the ACS, it is not likely to reflect the patterns of seasonal visitors, who place high demands on Park City transportation options and roadways in the winter months.

Figure 17. Method of Commuting by Percentage of Total Workers by Station Area



Source: U.S. Census ACS 2023, ZPFI.

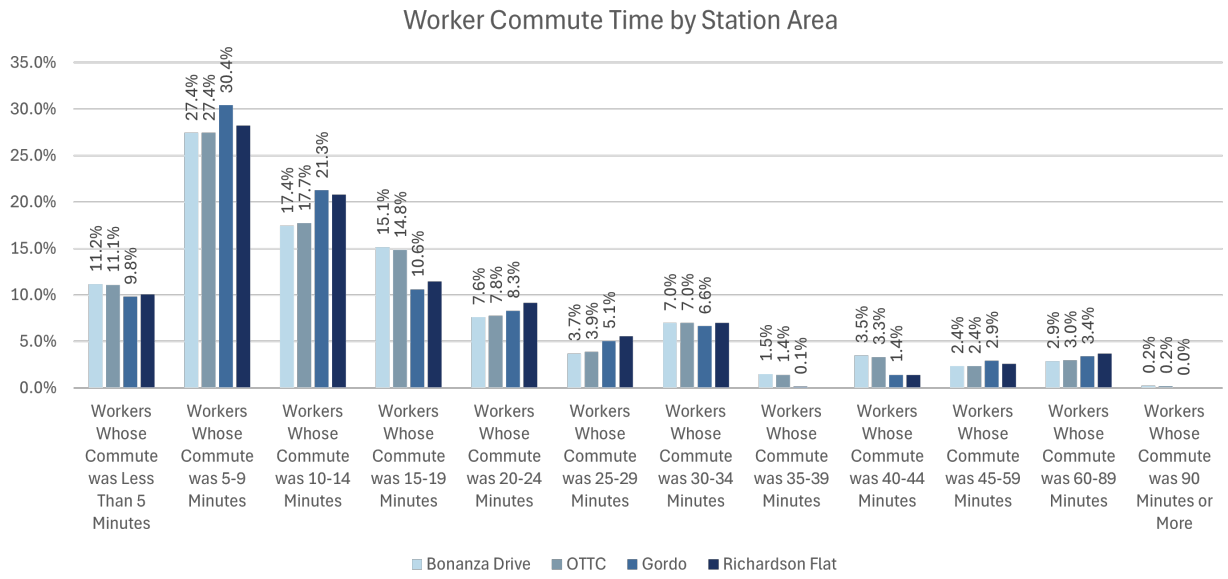
Figure 18. Resident Workers Who Drove Alone as a Percentage of Total Workers by Station Area



Source: U.S. Census ACS 2023, ZPFI.

Finally, we see that the majority of workers within the station areas themselves tend to have commute times less than 20 minutes. This means that residents who work in these areas are not likely to commute very far, or are able to work near where they live, a positive for their time efficiency. When comparing these trends to the data above, a general trend develops that workers who live in these station areas are likely to work near where they live and prefer to get to work by car.

Figure 19. Resident Worker Commute Time by Station Area



Source: U.S. Census ACS 2023, ZPFI.

1.10 POTENTIAL FOR HTRZS TO BENEFIT PROJECT

The Re-create 248 future project presents significant opportunities to create fast and efficient transit within Park City. The funds to support this project will come from a diverse array of tools including federal and local funding. Inasmuch as station areas will need to undertake infrastructure investments to support each stop, the State of Utah's Housing and Transit Reinvestment Zone Act (HTRZ) S.B. 217[5] could prove beneficial to the City in generating funds for grant matches or other infrastructure investments in the station areas. The requirements for a ELB-related project are highlighted below.

[5]Utah State Legislature, Utah Senate. S.B. 217 Housing and Transit Reinvestment Zone Act. https://le.utah.gov/~2021/bills/static/SB0217.html

Table 5. HTRZ Legislative Overview

	COMMUTER RAIL	LIGHT RAIL, ELB	ELB
% affordable housing required on developable acres	12%*	12%*	12%*
% affordable housing at 80% of AMI	9%	9%	9%
% affordable housing at 60% of AMI	3%	3%	3%
Residential % of developable land	51%	51%	51%
# DUs per acre	>=50	>=50	>=39
Mixed-use development required	Yes	Yes	Yes
Reasonable % of DUs >1 bdrm required	Yes	Yes	Yes
Radius from station	<=1/3 mile**	<=1/4 mile**and***	<=1/4 mile
Minimum acres	10	10	10
Maximum acres (noncontiguous)****	125	100	100
Property tax Increment capture	80%, 25 yrs max per parcel, 45-yr period	80%, 15 yrs max per parcel, 30-yr period	60%, 15 yrs max per parcel, 30-yr period
Sales tax increment capture	15% to TTIF	15% to TTIF	15% to TTIF
Maximum number of trigger dates for tax increment collection periods	3	3	3

Source: Utah State Legislature, Utah Senate. S.B. 217 Housing and Transit Reinvestment Zone Act.

*Note: *No affordable housing requirement if municipality or public transit county meets HUD requirements of < 60% AMI.*

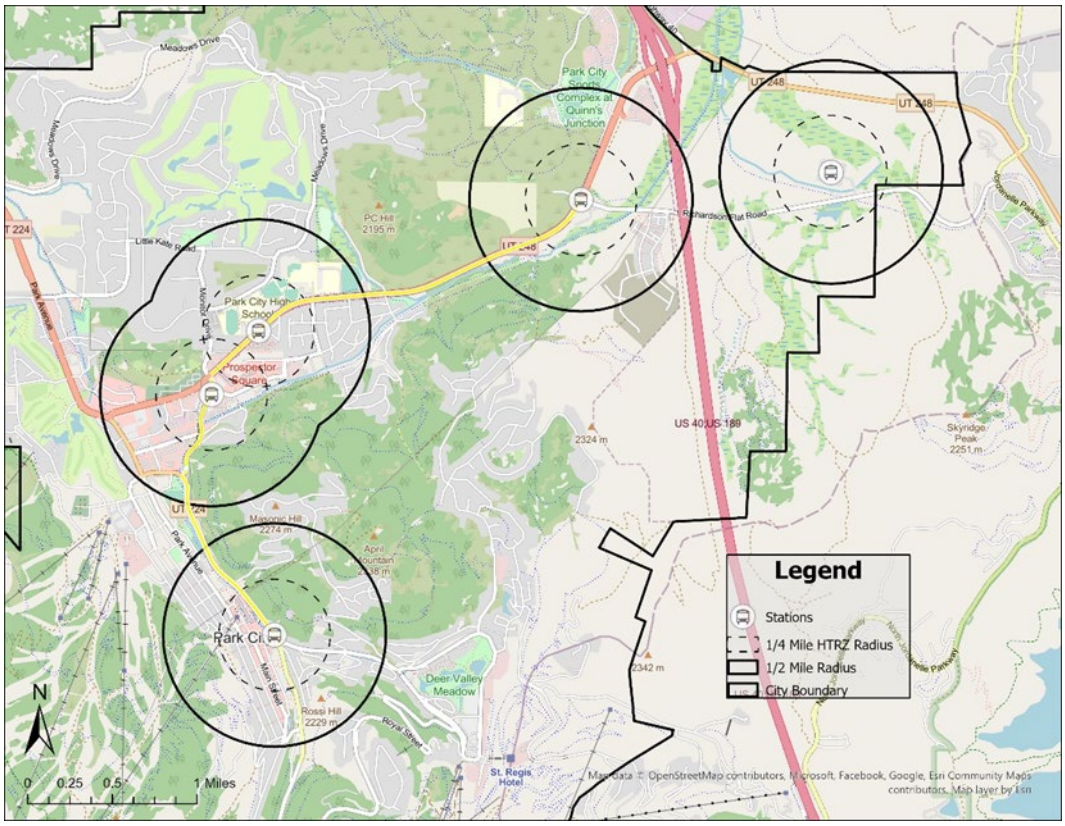
***For a city of the 1st class with a population >150,000, in a county of the 1st class, with commuter or light rail station located in an opportunity zone, radius can extend to ½ mile.*

****Radius extends to ½-mile in a master-planned development of >500 acres.*

*****Exceptions apply for two light rail stations located within a city of the third class if the two light rail stations are within a 0.95-mile distance on the same light rail line, then a single HTRZ can encompass both stations, not more than ¼ mile from the stations or rail line, and still not to exceed 100 acres.*

Lastly, given the State's requirement for HTRZ zones to be less than or equal to ¼ mile from a station, each station area would likely qualify for its own HTRZ, as depicted below.

Figure 20. HTRZ Legislative Overview



Source: Horrocks, ZPFI.

2 CONCLUSION

The Re-create 248 future transit project represents a transformative opportunity to enhance mobility, economic vitality, and sustainability within Park City and the SR-248 corridor. Analysis of station areas demonstrates that Bonanza Drive and Park City High School offer the highest concentration of population and employment, while OTTC provides unmatched commercial strength and taxable value per acre. Conversely, the Gordo and Richardson Flat area, though currently underdeveloped, presents significant potential for future investment and connectivity. Collectively, these stations will improve access to essential services, reduce reliance on single-occupancy vehicles, and support long-term growth aligned with FTA guidelines. Leveraging tools such as HTRZ remains an option for funding infrastructure and meeting affordability requirements. By integrating transit improvements with strategic land use planning, Re-create 248 can deliver a resilient, equitable, and economically vibrant transportation network for Park City's residents, workers, and visitors.

APPENDIX B: LEVEL 2 ENVIRONMENTAL SCREENING MEMORANDUM AND MAPBOOK

Re-create 248

LEVEL 2 ENVIRONMENTAL SCREENING REPORT

December 2025

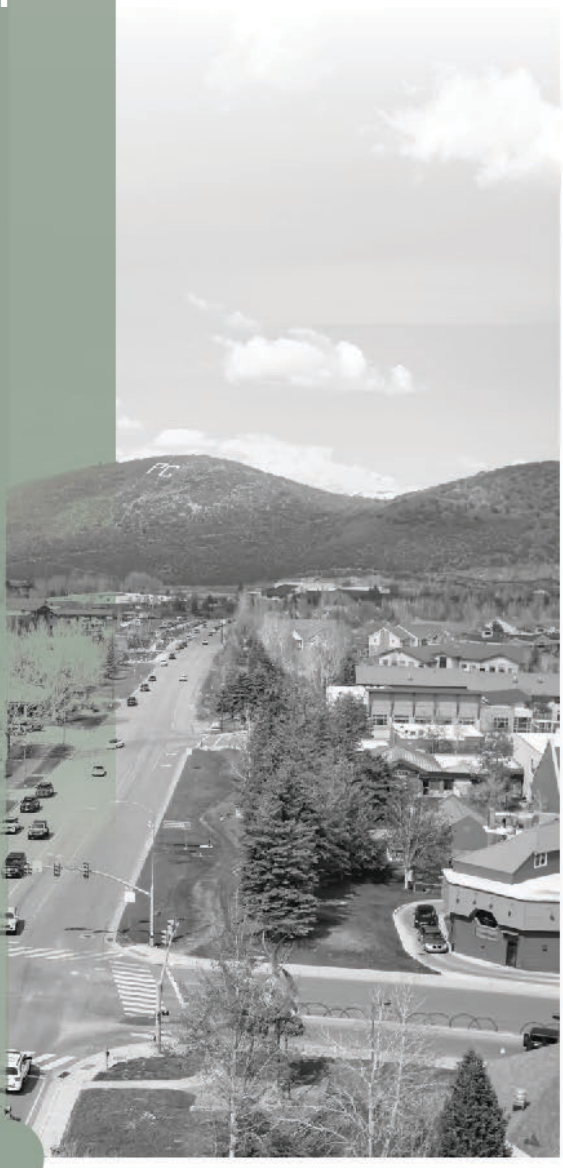


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Acronyms and Abbreviations

APA	Agriculture Protection Area
CA	Conservation Agreement
CFR	Code of Federal Regulations
DEQ	Department of Environmental Quality
ELB	Exclusive-Lane Bus
EPA	Environmental Protection Agency
ESA	Endangered Species Act
FEMA	Federal Emergency Management Agency
FPPA	Farmland Protection Policy Act
GIS	Geographic Information Systems
IPaC	Information for Planning and Consultation
LPA	Locally Preferred Alternative
LRT	Light Rail Transit
LUST	Leaking Underground Storage Tank
NEPA	National Environmental Policy Act
NPL	National Priorities List
OTTC	Old Town Transit Center
PCMC	Park City Municipal Corporation
Rail Trail	Historic Union Pacific Rail Trail
Re-create 248	Re-create 248 Transit Study
ROW	Right-of-Way
UDOT	Utah Department of Transportation
UDWR	Utah Division of Wildlife Resources
UNHP	Utah Natural Heritage Program
USFWS	U.S. Fish and Wildlife Service
UST	Underground Storage Tank

1 PROJECT SUMMARY

Park City Municipal Corporation (PCMC), located in Summit County, Utah, in collaboration with the Utah Department of Transportation (UDOT), has initiated the Re-create 248 Transit Study (Re-create 248). This multi-step alternative evaluation study is aimed at enhancing reliable high-capacity transit service between US-40 and the Old Town Transit Center (OTTC) that can be advanced to the next phase of project development, which is a Federal Transit Authority (FTA) National Environmental Policy Act (NEPA)-level environmental study and preliminary engineering. This study, using a Level 1 (initial) and Level 2 (detailed) screening process, identifies the recommended locally preferred alternative (LPA) that includes a definition of areas to be served, transit mode/type of transit technology, and logical termini (project limits). Level 1 screening was completed in fall 2025.

2 STUDY AREA

The study area for Re-create 248 Level 2 comprises one on-corridor alignment with three alternatives (see the study area map in Figure 1):The on-corridor alignment follows SR-248 from Quinn's Junction to Bonanza Drive with a connection to Richardson Flat Park and Ride (Segment 1), continues along Bonanza Drive from SR-248 to Deer Valley Drive (Segment 2), and follows Deer Valley Drive from Bonanza Drive to the OTTC (Segment 3).

Figure 1. Study Area Map



Figure 1. Re-create 248 Level 2 Screening Study Area

3 EVALUATED ALTERNATIVES

Three alternatives were evaluated for the on-corridor alignment. These alternatives included light rail transit (LRT), side running exclusive-lane bus (SELB), and center running exclusive-lane bus (CELB). High-level footprints for these alternatives were initially recommended to advance to Level 1 Screening from the Purpose and Need Screening Report, which was published in January 2025 and can be found on the study website.

This Level 2 Screening is a secondary screening process that includes developing specific footprints and identifying impacts based on specific design plans for the three alternatives.

4 ENVIRONMENTAL SCREENING APPROACH

This memorandum is a high-level summary of environmental resources that may potentially be impacted by the alternatives. Each alternative was analyzed individually to determine potential impacts. This memo documents these potential impacts to inform future phases of work, particularly the NEPA environmental study.

No fieldwork was conducted as part of this analysis. Environmental resources were reviewed and evaluated using available Geographic Information Systems (GIS) data, aerial imagery, and environmental information from the SR-248 Environmental Assessment (2020). The following is a list of environmental resources that were identified as potentially influencing the alternatives analysis. During the future NEPA phase, additional environmental resources will be reviewed in greater detail.

Environmental resources that were evaluated as part of this Level 2 Screening included:

- Land Use and Zoning
- Right-of-Way (ROW) (acquisitions and relocations)
- Farmland
- Floodplains
- Wetlands and Waters of the U.S.
- Streams
- Hazardous Materials:
  - National Priorities List (NPL)
  - Underground Storage Tanks (USTs) and Leaking Underground Storage Tanks (LUSTs)
- Cultural
- Section 4(f)
- Section 6(f)
- Visual
- Social Environment
- Pedestrians and Bicyclists
- Air Quality
- Noise and Vibration
- Wildlife and Endangered Species

5 ENVIRONMENTAL CONSIDERATIONS

5.1 LAND USE AND ZONING

Land uses around the alternative include commercial, institutional, residential, and open space. Land use between US-40 and Wyatt Earp Way (on both sides of SR-248) is predominately designated as open space. At Round Valley Drive, the land on the north side of SR-248 is designated for open space and includes the Quinn's Junction Sports Complex and Park City Dog Park. Quinn's Junction Water Treatment Plant is located on the south side of SR-248 between Round Valley Drive and Richardson Flat Road. The Utah Film Studios is a large commercial parcel located on the south side of SR-248 between Round Valley Drive and US-40.

Land use on the south side of SR-248 changes to residential development between Wyatt Earp Way and Bonanza Drive. Between Wyatt Earp Way and Bonanza Drive, land use consists of residential development and public/quasi-public lands that include Park City High School, Park City Learning Center, Treasure Mountain Junior High School, McPolin School, and the Park City School District building.

Land use between SR-248 and Deer Valley Drive (on both sides of Bonanza Drive) includes commercial and residential development. The west side of Deer Valley Drive from Bonanza Drive to Marsac Avenue includes commercial and residential development as well as public lands (including City Park, Park City Skatepark, and Acoustic Park) and open space.

Current zoning data and general plans for Park City were reviewed to determine future land uses around the alternatives. Zoning within the study area includes commercial, recreational, and residential development.

Each of the on-corridor alternatives would convert land currently zoned for other uses into transportation facilities. This would not affect the land use characteristics within the study area because adjacent areas would continue to be used according to established zoning and general plan designations. Coordination with Park City would need to take place during the NEPA phase to ascertain planning and land use goals.

5.2 RIGHT-OF-WAY

Commercial impacts may potentially occur with each of the three alternatives. Horrocks analyzed GIS design plans and identified any building within 20 feet of the proposed alternatives as a commercial impact. The LRT alternative is potentially the most impactful, affecting eight commercial properties.

Potential right-of-way impacts are based on GIS data and limited design and are subject to change as additional information is gathered and design is advanced. Table 1 lists the potential number of potential commercial impacts by alternative (see attached mapbook).

Table 1. Potential Commercial Impacts by Alternative

	ON-CORRIDOR		
	LRT	SELB	CELB
Number of Potential Commercial Impacts	8	7	7

5.3 FARMLAND

The Farmland Protection Policy Act (FPPA) (7 Code of Federal Regulations [CFR] 358.2a) requires federal agencies to account for adverse effects on prime, unique, or statewide important farmland. Under the FPPA, the definition of prime, unique, or statewide important farmland excludes land already in, or committed to, urban development or water storage. Additionally, Utah Code Annotated Title 17, Chapter 81 allows for the formation of Agriculture Protection Areas (APAs), which grant additional protections to any agricultural land granted APA status.

A desktop analysis of the study area confirmed that the proposed project is not currently located in any officially designated Urbanized Areas and is therefore subject to the FPPA. There are no APAs along the evaluated alternatives. Table 2 lists the potential amount of farmland each alternative may affect. All the alternatives may affect farmland of statewide importance. The LRT and CELB alternatives impact the greatest amount of protected farmland (see attached mapbook).

Table 2. Potential Farmland Impacts by Alternative

RESOURCE	ON-CORRIDOR IMPACTS (ACRES)		
	LRT	SELB	CELB
Farmland (of Statewide Importance)	6.09	4.91	6.03

5.4 AQUATIC RESOURCES AND WATER QUALITY

Water resources in the study area include one creek, one ditch, and the Quinn's Junction Water Treatment Plant (see attached mapbook). There are no seeps or springs in the study area. Silver Creek traverses the south side of SR-248 next to the Rail Trail as well as along both the east and west sides of Bonanza Drive and Deer Valley Drive. Silver Creek is a tributary to the Weber River. The Pace Homer Ditch enters the study area near Wyatt Earp Way and then flows along the southern side of SR-248. Pace Homer Ditch is primarily used to convey PCMP irrigation water and eventually joins with Silver Creek.

Silver Creek is considered an impaired water for all designated beneficial uses (agricultural, cold water aquatic life, domestic water supply, secondary recreation), and a Total Maximum Daily

Loads (TMDL) is needed. The pollutants causing impairment in Silver Creek include dissolved arsenic, cadmium, dissolved oxygen, nitrate/nitrite, total dissolved solids (TDS), Zinc, and pH. Water quality concerns in the Silver Creek Watershed are focused on two metals: zinc and cadmium. Available data indicates that the metals of concern in this watershed are from historical mining activities in the Park City area. Elevated concentrations of zinc and cadmium were the cause for Silver Creek being assessed as not fully supporting its Class 3A beneficial use.

The Pace-Homer Ditch has not been assessed by the Division of Water Quality, and no water quality data for the ditch is available.

5.4.1 Floodplains

All alternatives may potentially impact identified Federal Emergency Management Agency (FEMA) regulatory floodways and FEMA Special Flood Hazard Areas. All alternatives would potentially impact floodplains near Bonanza Drive and the roundabout on Deer Valley Drive. All three alternatives would have similar impacts to mapped floodplains (see attached mapbook).

Table 3. Potential 100-Year Floodplain Impacts by Alternative

RESOURCE	ON-CORRIDOR IMPACTS (ACRES)		
	LRT	SELB	CELB
100-year Floodplain	2.13	2.19	2.09

5.4.2 Wetlands and Waters of the U.S.

Aquatic resources maps from the SR-248 Environmental Assessment (2020) were used to perform an analysis of potentially affected wetlands and Waters of the U.S. All alternatives may potentially affect wetlands. Table 4 shows the potential impacts in acres by alternative. All three alternatives would have similar impacts to wetlands and Waters of the U.S. (see attached mapbook).

Table 44. Potential Wetlands and Waters of the U.S. Impacts by Alternative

RESOURCE	ON-CORRIDOR IMPACTS (ACRES)		
	LRT	SELB	CELB
Wetlands	2.61	2.54	2.45

5.4.3 Streams

All alternatives may potentially affect streams, with the SELB alternative affecting the most linear feet of streams. Table 5 shows the potential impacts in linear feet for each alternative.

Table 55. Potential Stream Impacts by Alternative

RESOURCE	ON-CORRIDOR IMPACTS (LINEAR FEET)		
	LRT	SELB	CELB
Streams	6,302	6,731	6,182

5.5 HAZARDOUS MATERIALS

Hazardous materials sites in proximity to the alternatives were evaluated by reviewing records from the Utah Department of Environmental Quality (DEQ) and the Environmental Protection Agency (EPA). Sites that may pose a hazardous materials risk to the alternatives were reviewed based on the standard distances identified in Table 6.

Table 66. Potential Hazardous Materials Sites and Search Radius Distances

SITE TYPE	SEARCH RADIUS BEYOND ALTERNATIVES	DISCUSSION ITEMS
National Priorities List (NPL)	1 mile	NPL sites contain chemicals listed under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) and have been identified as priorities for cleanup.
Underground Storage Tank (UST)	Study Area or Adjacent Property	UST sites are locations that are currently being or have been used to store petroleum products such as gasoline or diesel fuel.
Leaking Underground Storage Tank (LUST)	0.5 miles*	LUSTs are UST sites where a leak has been detected.

**Properties outside the study area alternatives that have been closed by DEQ with no evidence of contamination extending beyond the property boundary were not included.*

5.5.1 National Priorities List

The NPL is a tool that provides information needed to designate Superfund sites. All alternatives are within one mile of the Richardson Flat Tailing Superfund site, which contains about 7 million tons of tailings in the tailing impoundments and an unknown amount along Silver Creek. No alternatives will directly impact the NPL site.

5.5.2 Underground Storage Tanks and Leaking Underground Storage Tanks

Two UST sites and three LUST sites are in proximity to all alternatives. Land uses that may pose a hazardous materials risk include former gas stations and existing and former vehicle maintenance facilities. Direct impacts are anticipated to all these sites by each of the alternatives (see Table 7).

Table 7. Potential UST and LUST Site Impacts by Alternative

TYPE	SITE NAME	ADDRESS	DERR ID	ON-CORRIDOR IMPACTS		
				LRT	SELB	CELB
LUST	Ski Rail LLC	1555 Lower Iron Horse Loop	7000123	Direct Impact	Direct Impact	Direct Impact
UST	Maverick #317	1635 Bonanza Drive	7000065	Direct Impact	Direct Impact	Direct Impact
LUST	School Bus Garage	2250 E Hwy 248	7000037	Direct Impact	Direct Impact	Direct Impact
UST	The 1725 Bonanza Partnership	1725 Bonanza	7000121	Direct Impact	Direct Impact	Direct Impact
LUST	Bottom Vehicle Main Shop	1375 Munchin Ln	7000033	Direct Impact	Direct Impact	Direct Impact

5.6 CULTURAL RESOURCES

The National Historic Preservation Act (NHPA) of 1966 outlines the national policy and procedures regarding historic properties (e.g., districts, sites, buildings, structures, and objects included in or eligible for the National Register of Historic Places [NRHP]). Section 106 of the NHPA requires federal agencies to consider the effects of their undertakings on such properties by following regulation 36 CFR 800, which is issued by the Advisory Council on Historic Preservation (ACHP). If impacts to these resources result from the undertaking, agencies are required to seek ways to avoid, minimize, or resolve those effects that are considered adverse.

A total of three archaeological sites were noted to overlap with all alternatives. Two recent surveys were completed in this area in 2017 and 2021. Site 42SM183, the Union Pacific Railroad, has been recommended as eligible for the NRHP and is the only site which will need to be revisited and updated. Site 42SM561 (Bonanza Drive) was last updated in 2017, and site 42SM10 could not be relocated upon last recording in 1997.

A search of relevant records and literature from the Utah State Historic Preservation Office (SHPO) Historic Utah Buildings database was obtained to determine whether any buildings in the initial high-level study area have been previously documented and evaluated for NRHP eligibility. One historic property, Spriggs barn (2780 Highway 28), overlaps with all three alternatives. Spriggs Barn is eligible for the NRHP, but impacts are not anticipated.

Agency consultation will need to occur with the SHPO to define the Area of Potential Effect (APE), identify historic properties, and determine effects that could result from the project. Other consulting parties, including the ACHP and Native American tribes, will need an opportunity to comment on the APE and the archaeological and architectural resources present in that area

5.7 SECTION 4(F)

Section 4(f) of the USDOT Act of 1966, as modified by Section 6009 of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users and implemented in 23 CFR 774, protects public parks, recreation areas, historic properties, and wildlife or waterfowl refuges from use in a transportation facility. For a park, recreation area, or wildlife/waterfowl refuge to qualify for Section 4(f) protection, it must be both publicly owned and open to the public. Its major purpose and function must be that of a park, recreation area, or wildlife/ waterfowl refuge. Officials with jurisdiction of the property must also have determined it to be significant. Two public parks, Prospector Park and City Park, overlap with the SELB alternative. A 5- to 10-foot-wide strip of Prospector Park overlaps the design, totaling 3,560 sq ft. A 5-foot-wide strip of City Park also overlaps the design, totaling 2,985 sq ft.

Historic properties that are listed on or eligible for listing on the NRHP also qualify for Section 4(f) protection. Federal agencies make the determination of eligibility for historic properties in consultation with the Utah SHPO and other consulting parties through Section 106 of the NHPA review process. A desktop review of historic properties identified one historic property, Spriggs barn (2780 Highway 28), which overlaps with all three design alternatives. Spriggs Barn is eligible for the NRHP but impacts are not anticipated.

5.8 SECTION 6(F)

Section 6(f) properties are lands that were acquired or developed using Land and Water Conservation Funds (LWCF) and which are therefore required to remain indefinitely as public recreation areas. One Section 6(f) property (City Park) overlaps with the SELB alternative design footprint (see attached mapbook). Coordination with the Program Coordinator may be required, and a conversion of use document would be needed if impacts to the property are identified.

5.9 VISUAL

The study area encompasses a variety of viewsheds. The area east of Prospector Park represents typical views of the natural environment along SR-248. Wetlands covered with dense, low-lying green grasses separate the Rail Trail from SR-248. Silver Creek flows parallel to the trail, forming a narrow channel that empties into a large pond. A 10- to 15-foot gray, coarse retaining wall elevates SR-248 above the wetlands. The hillside above SR-248 is covered with natural grasses, dense sage brush, and pinyon-juniper woodlands towards the top. The base of the hill is cut back to accommodate SR-248. The top of the hill cut creates a clearly discernable line across the hill and is demarcated by an existing fence line. Below this line, the hillside is sparsely covered with native vegetation, and the soils have a rust-colored appearance.

The overall character of the cultural landscape along SR-248 is suburban with a mix of land uses. Buildings vary in height, size, and architectural style. An asphalt path parallels both sides of the road. The rugged Wasatch Mountains rise above the valley floor and dominate the landscape in the background.

The overall character of the cultural landscape along Bonanza Drive and Deer Valley Drive is suburban with a mix of land uses. Buildings vary in height, size, and architectural style. An asphalt path parallels the west side of both roadways. The Wasatch Mountains are visible to the west. The alternatives would not constitute an overall reduction in visual quality because developed areas near the proposed corridor are adjacent to residential and commercial development.

5.10 SOCIAL ENVIRONMENT

Park City is a resort town that experiences year-round tourism, with cyclical peaks associated with the ski season. Both year-round and seasonal residences make up the community in proximity to the alternatives. Housing in the area is a mix of single-family and multi-family apartment buildings and condominiums. Businesses are concentrated on the west end of the area and serve both the local community and tourists with hotels, restaurants, grocery markets, and convenience stores.

Community facilities in proximity to the alternatives include several parks, schools, a church, and a performing arts center. Parks and recreational facilities within the study area include Quinn's Sports Complex, Prospector Park, City Park, the Park City Skatepark, Acoustic Park, the Kearns Pathway, and the Historic Union Pacific Rail Trail (Rail Trail). The Rail Trail is an important recreational resource in the study area. It provides a non-motorized parallel east-west route from Bonanza Drive, continuing east beyond the study area boundary, and eventually terminating at Echo Reservoir. The Kearns Pathway is a multi-use path located parallel to SR-248 throughout the study area. The path provides the opportunity for active transportation and is used year-round by bicyclists and pedestrians. The Park City School District indicated that a large portion of students walk or bike along the Kearns Pathway to access the schools, primarily travelling from the nearby apartment and condominium complexes located along SR-248. No official Safe Routes to School program or maps currently exist for this area. There are three planned recreation facilities identified in the Mountain Recreation Facilities Master Plan 2017 located in the study area between US-40 and Bonanza Drive.

Four educational facilities and one administrative building exist within 1 mile of each other on the north side of SR-248. These facilities include Park City High School, McPolin Elementary School, Park City Learning Center (alternate school for grades 10–12), Treasure Mountain Middle School, and the Park City School District administrative building. These facilities also serve as community gathering places offering youth and adult continuing education opportunities, aquatic center programs, and after school programs. School fields also provide additional space for community recreational opportunities.

The George S. and Dolores Doré Eccles Center (Eccles Center) for the Performing Arts is a joint-use facility with the Park City School District and is co-located with Park City High School. The Eccles Center hosts plays, concerts, and speaker events year-round.

South of SR-248, directly across from Park City High School, is the Church of Jesus Christ of Latter-day Saints seminary building. A crosswalk is in place for students from Park City High School to cross SR-248, and a new underpass was constructed in 2019. Students in the ninth grade from Treasure Mountain Junior High School can access the seminary building using an underpass. No other churches or religious facilities are located in the study area.

Active transportation opportunities within the study area include sidewalks, trails, pathways, and bike routes. These opportunities also provide access to trails beyond the city limits.

Utilities in the study area include gas, electricity, water, and sewer. These utilities are located either in the SR-248 roadway footprint or next to the road. The Quinn's Junction Water Treatment Plant is located in the study area south of SR-248 at Richardson Flat Road. In general, SR-248 is considered a major emergency response route because it is a major arterial road that provides access to the Intermountain Health Care Park City Medical Center located at the east end of the study area on Round Valley Drive.

The proposed design alternatives would have limited impacts on the social environment. No housing units, schools, the Eccles Center, or the administrative building would be impacted by any alternative. Each alternative would require several commercial relocations affecting local businesses on the west end of the area (seven for the SELB, seven for the CELB, and eight for the LRT). Under the SELB alternative, minor impacts would occur to Prospector Park (3,560 square feet) and City Park (2,985 square feet); the other alternatives would not impact any parks. The Rail Trail would not be impacted by any of the proposed alternatives, but portions of the Kearns Pathway, which parallel Kearns Boulevard to the north and south, would be impacted by all alternatives. However, impacted locations would be reconstructed. Local area access would be maintained, and active transportation features, including crosswalks, sidewalks, and pathways would be replaced as part of each alternative. Specific utility impacts will be evaluated for each alternative during the NEPA phase.

5.11 PEDESTRIANS AND BICYCLISTS

Pedestrian and bicycle resources include sidewalks, pathways, bike lanes, and bike routes. The Park City Trails Master Plan Update (2008) identifies existing pedestrian and bicycle facilities in the study area as part of a "Spine System" that serves as the primary walking/biking route through the area. Together, the various sidewalks, trails, pathways, and routes which are made up of these systems provide an interconnected system for walking and biking through the community and for accessing trails beyond the city limits. In order for the Spine System to be fully functional, PCMC incorporates interconnected sidewalks and trails located along major thoroughfares including SR-248.

Numerous pedestrian and bicycle facilities have been constructed to facilitate inter- and intra-community connectivity in the study area. North-south bicycle facilities, including those along Monitor Drive, Comstock Drive, Sidewinder Drive, and Prospector Avenue, provide connectivity from both Kearns Pathway and the Rail Trail to SR-248. A designated east-west bicycle lane exists between Wyatt Earp Way and just west of Richardson Flat Road along SR-248. Pedestrians and bicyclists can move safely from the Kearns Pathway on the north side of SR-248 to the Rail Trail on the south side by way of tunnels at Comstock Drive and Richardson Flat Road. Sidewalk facilities are available on both sides of Bonanza Drive between SR-248 and Iron Horse Drive. Dedicated bike lanes are available on both sides of Bonanza Drive from SR-248 to Deer Valley Drive. The Kearns Pathway and Rail Trail both run parallel to SR-248 within the study area. A multi-use trail runs adjacent to the east side of Bonanza Drive between the Rail Trail and Iron Horse Drive, where it crosses to the west side of Bonanza Drive via an underpass. The path continues south along the west side of Bonanza Drive and Deer Valley Drive to Heber Avenue. Existing pedestrian and bicycle facilities are identified in Table 8.

Table 8. Pedestrian and Bicyclist Facilities in the Study Area

FACILITY NAME	DESCRIPTION	USER TYPE
Kearns Pathway	An asphalt paved shared-use path for biking, walking, and jogging.	Serves both recreational and commuter use, although primary use of trail is transportation. Classified as a Class 1 bicycle trail.
Historic Union Pacific Rail Trail (Rail Trail)	An asphalt paved shared-use path that parallels SR-248.	Serves both recreational and commuter use.
Multi-use Path	An asphalt paved shared-use path that parallels Bonanza Drive and Deer Valley Drive. Popular neighborhood resource for biking, walking, and jogging.	Serves both recreational and commuter use, although primary use of trail is transportation. Classified as a Class 1 bicycle trail.
Bicycle Lane	4 foot on-road bicycle lanes on SR-248 between Wyatt Earp Way and Round Valley Drive. 4-foot on-road bicycle lanes on Monitor Drive, Bonanza Drive, Prospector Avenue, and Sidewinder Drive.	Skilled cyclist riding with automobile traffic.
Crosswalk	Round Valley Drive	Pedestrian
Crosswalk	Park City High School/The Church of Jesus Christ of Latter-day Saints Seminary Building (with beacon)	Pedestrian
Crosswalk	Bonanza Drive and SR-248 intersection	Pedestrian
Crosswalk	Bonanza Drive and Munchkin Road intersection	Pedestrian
Crosswalk	Bonanza Drive and Iron Horse Drive intersection	Pedestrian

Underpass (Planned)	Comstock Drive	Pedestrian/cyclist link to Kearns Parkway
Underpass	Richardson Flat Road	Pedestrian/cyclist link to Kearns Parkway

The Historic Union Pacific Rail Trail will not be impacted by any of the alternatives, but portions of the multi-use path and Kearns Pathway will be impacted by all alternatives (see Table 9). All crosswalks, bicycle lanes, paths, and underpasses would be replaced as part of each alternative, and local area access would be maintained.

Table 9. Potential Pedestrian and Bicyclist Impacts by Alternative

RESOURCE	ON-CORRIDOR IMPACTS (ACRES)		
	LRT	SELB	CELB
Multi-use Path	0.37	0.2	0.23
Kearns Pathway (north of Kearns Blvd)	0.46	0.48	0.4
Kearns Pathway (south of Kearns Blvd)	0.28	0.2	0.26

5.12 AIR QUALITY

The National Ambient Air Quality Standards (NAAQS) define limits for ambient concentrations of regulated air pollutants. Areas that exceed the NAAQS for a certain pollutant are considered nonattainment areas. If a nonattainment area begins to comply with NAAQS limits, it is redesignated as a maintenance area.

The study area is in a part of Summit County that is in attainment for all criteria pollutants. As a result, there are no applicable regional conformity requirements, and no additional project-level analysis would be required for any of the alternatives during a future NEPA phase. An air quality summary memo would be provided.

5.13 NOISE AND VIBRATION

A noise and vibration screening was conducted to identify sensitive land uses in the study vicinity. The study area consists of residential neighborhoods and industrial, commercial, and community properties. In accordance with the Federal Transit Administration (FTA) Traffic Noise and Vibration Impact Assessment Manual (FTA Manual), most commercial and industrial uses are not considered noise sensitive. Businesses can be considered noise-sensitive if low noise levels are an important part of operations. The screening identified noise-sensitive land uses within the screening area, including one Category 1, numerous Category 2, and ten Category 3 noise-sensitive land uses. Noise-sensitive land use categories are defined as:

- Category 1 – High sensitivity land use types where quiet is an essential element of its intended purpose (e.g., outdoor amphitheaters, concert pavilions, recording studios, and concert halls).
- Category 2 – Residential buildings, including hotels and hospitals.
- Category 3 – Institutional land use types such as schools, libraries, theaters, churches, cemeteries, monuments, museums, campgrounds, and recreational facilities.

The Category 1 receiver is the Eccles Center on the Park City High School campus and is located 420 feet from SR-248.

The screening also identified vibration-sensitive land uses within the screening area, including numerous Category 2 and five Category 3 vibration-sensitive land uses within the screening area. Vibration-sensitive land use categories are defined as:

- Category 1 – High sensitivity land use types, including research and manufacturing facilities with vibration-sensitive equipment.
- Category 2 – Residential buildings, including hotels and hospitals.
- Category 3 – Institutions and offices, such as schools, churches, and doctor's offices.

A more formal and comprehensive noise and vibration analysis will be conducted during the NEPA phase to identify any noise or vibration impacts to the identified sensitive land-use areas.

5.14 WILDLIFE AND ENDANGERED SPECIES

Proposed, candidate, threatened, and endangered species are protected under the Endangered Species Act (ESA) of 1973 as amended (16 U.S.C. 1531 et seq.) and administered by the U.S. Fish and Wildlife Service (USFWS). The Migratory Bird Treaty Act of 1918 as amended (16 U.S.C. 703–712) prohibits taking any migratory birds, their eggs, feathers, or nests. The Bald and Golden Eagle Protection Act of 1940 affords additional protection to all bald and golden eagles. The migratory bird species protected by the Migratory Bird Treaty Act are listed in 50 CFR 10.13 and include waterfowl; songbirds; and species such as eagles, hawks, and owls, among others.

The Utah Division of Wildlife Resources (UDWR) of the Utah Department of Natural Resources has developed the Utah Sensitive Species list, which contains species that are categorized as "Species of Special Concern" and species that are "Conservation Agreement Species." Species included on this list have been identified as being vulnerable to population and/or habitat loss and may also be federally listed. Non-federally listed species included on the Utah Sensitive Species list are not afforded the same level of protection as those listed under the ESA; rather, the intent is to develop conservation and management measures such that federal listing is not necessary.

Of the habitat types present in the study area, raptors are most likely to nest and roost in the riparian scrub-shrub habitat. Power poles also serve as potential raptor nesting habitat throughout the study area. The other habitat types serve as foraging and migration habitat for raptor species. Because portions of the study area contain emergent marsh and open water, potential habitat use includes breeding, nesting, brood rearing, feeding, and shelter by migratory birds and waterfowl. However, the study area contains very little habitat, and the habitat that is present is adjacent to the existing road corridor.

The USFWS Information for Planning and Consultation (IPaC) resource list for the study area includes one threatened plant (Ute ladies'-tresses), two threatened mammal species (Canada lynx and Northern American wolverine), and one candidate for listing (monarch butterfly).

Ute ladies'-tresses is the only listed threatened or endangered species with the potential for suitable habitat occurring in the study area. Ute ladies'-tresses was recorded within 0.5 miles of the study area in 2023.There is suitable habitat within or near the study area for Canada lynx or Northern American wolverine. There may be suitable habitat within the study area for Monarch Butterfly. There are no designated or proposed critical habitat within the study area.

Information gathered from the Utah Natural Heritage Program (UNHP) has recorded occurrences of two species protected under a Conservation Agreement (CA), Bonneville cutthroat trout and Columbia spotted frog, within a 0.5-mile radius of the study area. Greater sage-grouse has also been recorded within 0.5 miles of the study area. There is the potential for suitable habitat for Bonneville cutthroat trout and Columbia spotted frog to occur in Silver Creek. The last recorded occurrence for Columbia spotted frog was 1931. No recorded date was given for Bonneville cutthroat trout. A greater sage-grouse lek is present approximately 2.6 miles east of the study area. However, the study area is not within a Greater Sage-grouse Management Area. The last recorded occurrence of greater sage-grouse within 0.5 miles of the study area was 2008.

During the NEPA process, a habitat assessment should be conducted to identify any suitable habitat for Ute ladies'-tresses in the study area that includes a 300-foot buffer to comply with USFWS survey protocol. If suitable habitat is identified within the study area or 300-foot buffer, presence/absence surveys will need to take place for three consecutive flowering seasons (August) and a Biological Assessment would need to be submitted to USFWS.

6 SUMMARY TABLES

Table 10 summarizes the potential ROW impacts by alternative. Table 11 summarizes the environmental resources that may be impacted, and Table 12 summarizes hazardous materials that may be impacted. More detailed analyses of impacts will be conducted during the NEPA process.

Table 10. Potential Property Impacts by Alternative

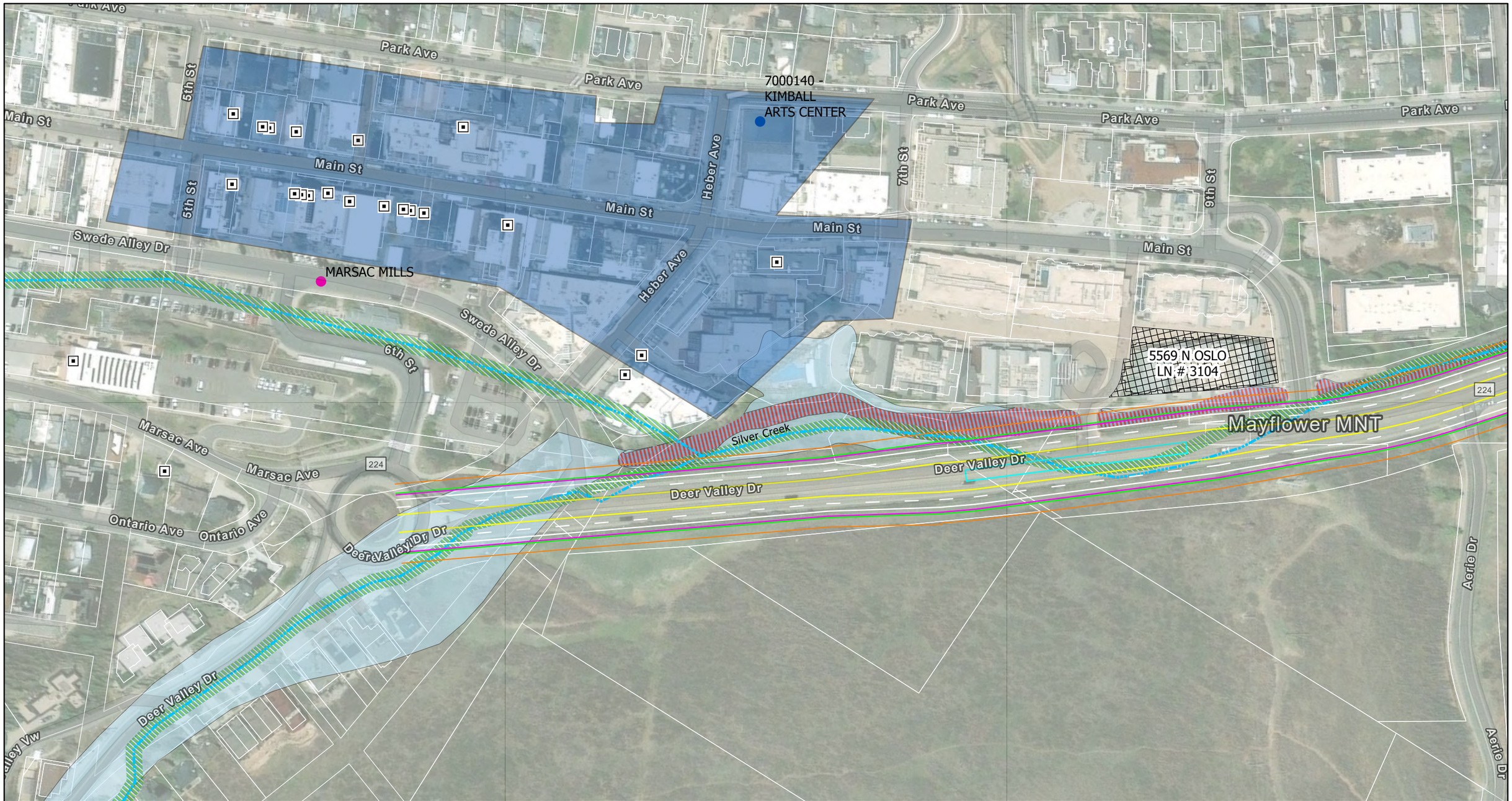
	ON-CORRIDOR		
	LRT	SELB	CELB
Number of Potentially Affected Parcels	8 commercial relocations	7 commercial relocations	7 commercial relocations

Table 11. Potentially Impacted Environmental Resources Listed by Alternative

ENVIRONMENTAL RESOURCE	MEASUREMENT OF IMPACTS	ON-CORRIDOR IMPACTS		
		LRT	SELB	CELB
Farmland (of Statewide Importance)	Acres	6.09	4.91	6.03
Wetlands	Acres	2.61	2.54	2.45
Streams	Linear Feet	6,302	6,731	6,182

Table 12. Potential Impacts to Hazardous Materials

TYPE	SITE NAME	ADDRESS	EPA ID/ DERR ID	ON-CORRIDOR IMPACTS		
				LRT	SELB	CELB
NPL	Richardson Flat Tailing Superfund Site	1 mile east of Park City near US-40 NW ¼ sec 1 T2S R 4E Park City, UT 84060	UTD980952840	0.0 acres	0.0 acres	0.0 acres
LUST	Ski Rail LLC	1555 Lower Iron Horse Loop	7000123	Direct Impact	Direct Impact	Direct Impact
UST	Maverick #317	1635 Bonanza Drive	7000065	Direct Impact	Direct Impact	No Direct Impact
LUST	School Bus Garage	2250 E Hwy 248	7000037	Direct Impact	Direct Impact	Direct Impact
UST	The 1725 Bonanza Partnership	1725 Bonanza	7000121	Direct Impact	Direct Impact	Direct Impact
LUST	Bottom Vehicle Main Shop	1375 Munchkin Ln	7000033	Direct Impact	Direct Impact	Direct Impact

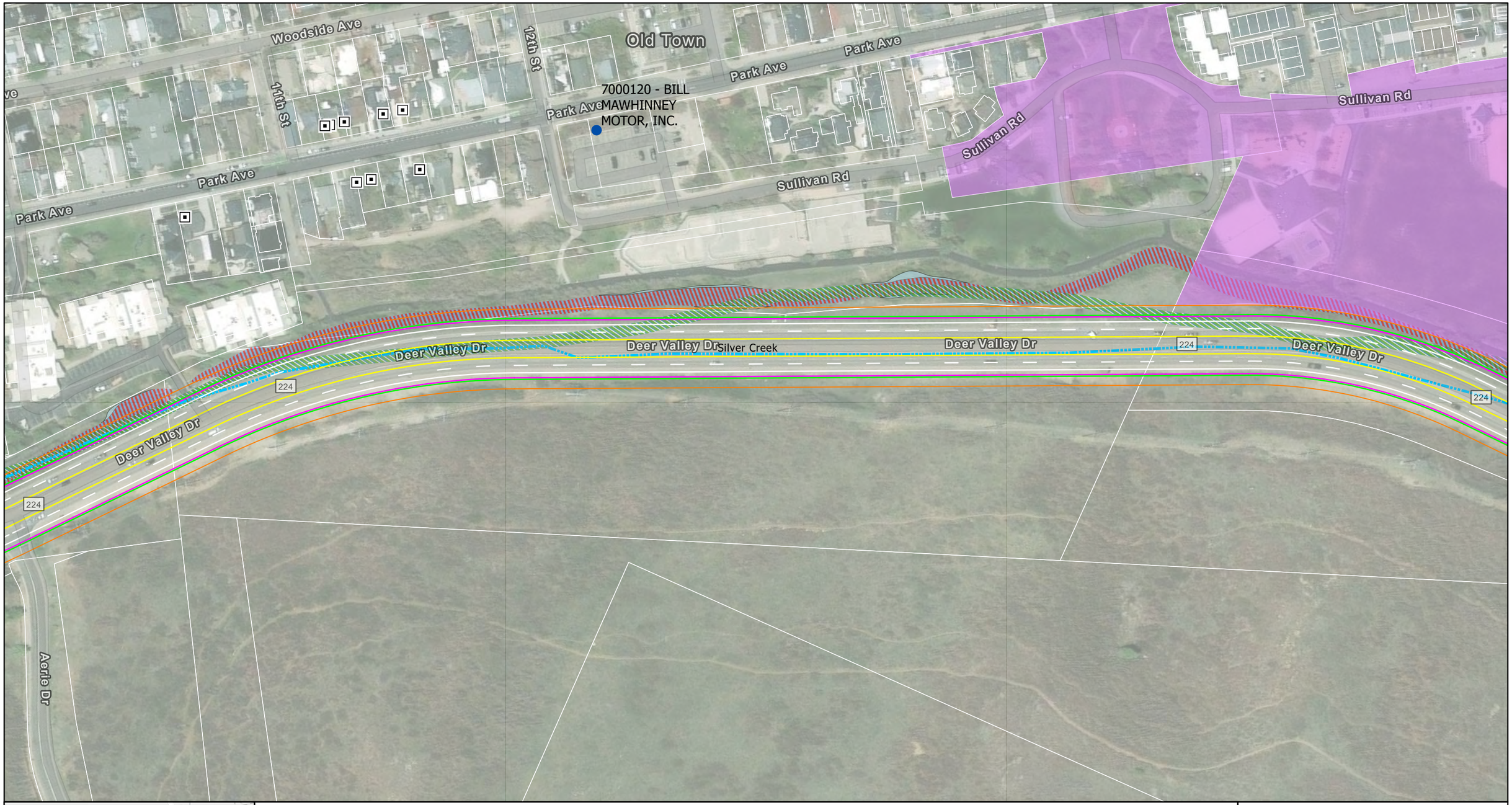


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Light Rail Alternative

Environmental Considerations

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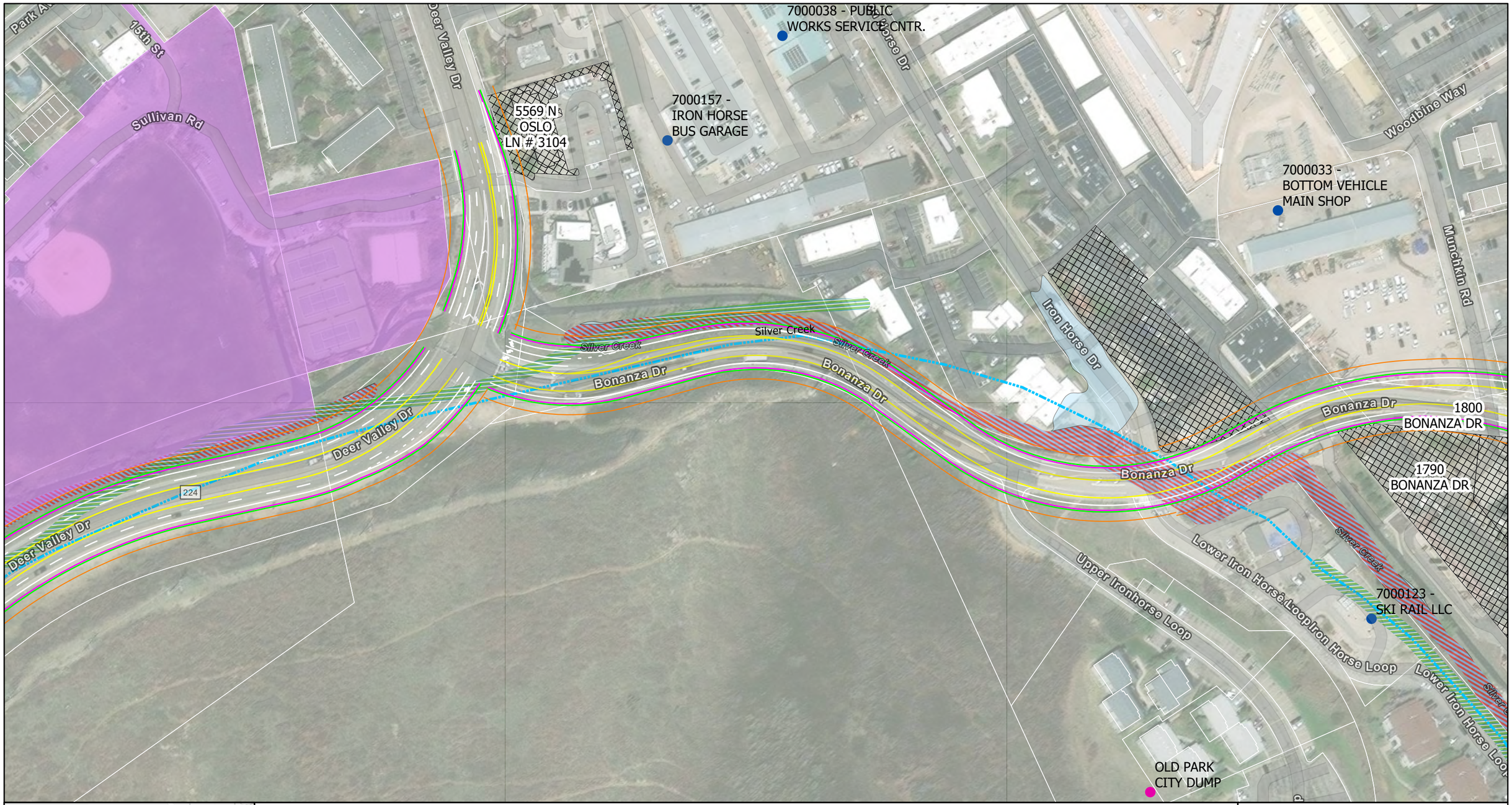


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Light Rail Alternative

Environmental Considerations

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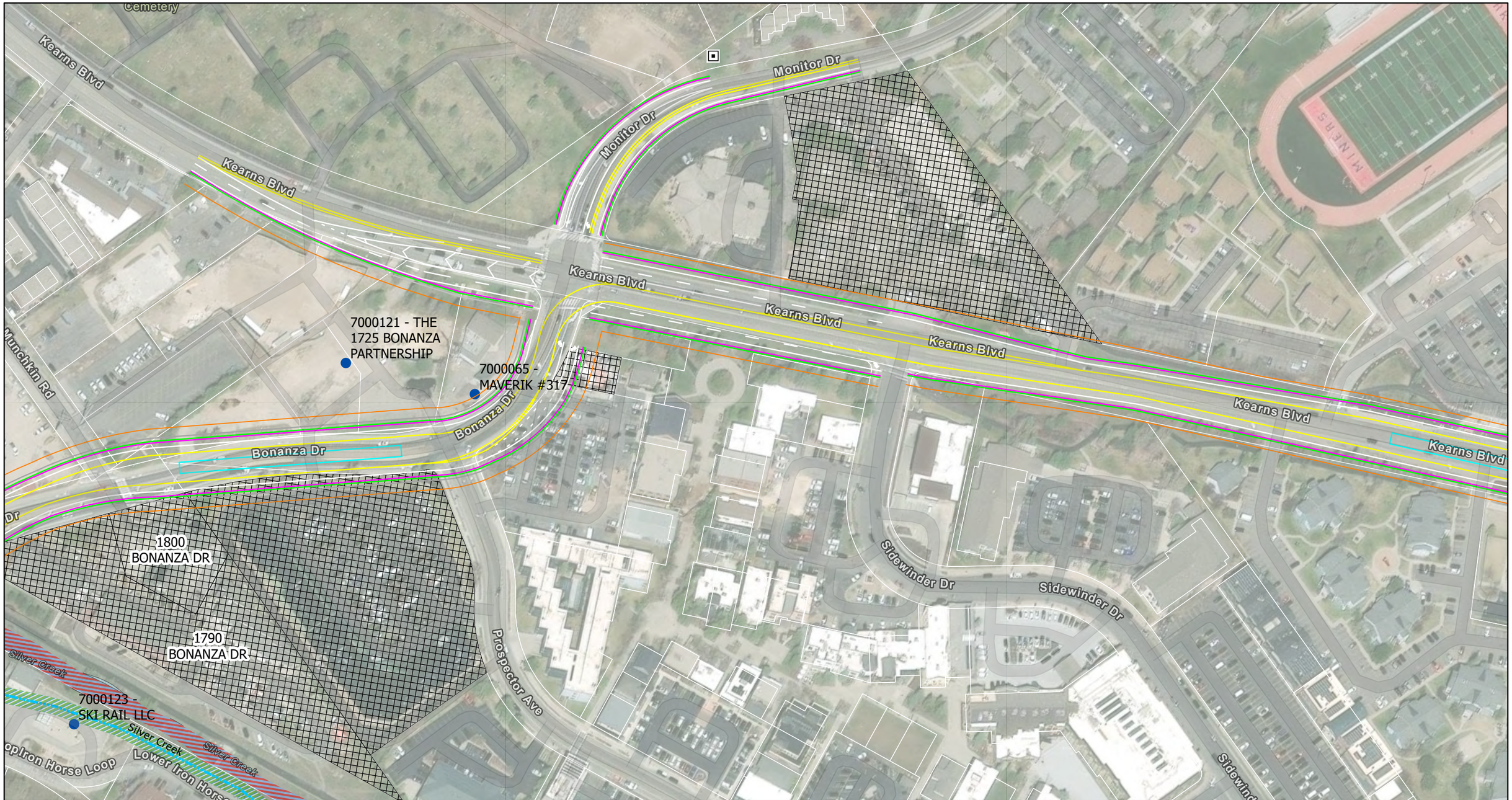


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Light Rail Alternative

Environmental Considerations

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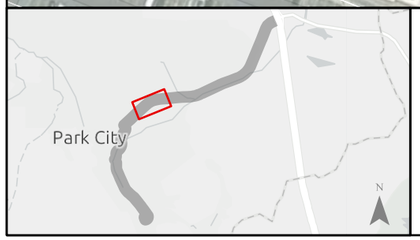
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Light Rail Alternative

Environmental Considerations

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- Hazardous Waste and Used Oil Facility
- National Priorities List
- Underground Storage Tank/Leaking Underground Storage Tank
- Superfund
- Tier 2
- Toxic Release Inventory
- Historic Structures Eligible for the NRHP
- Stream
- Farmland of Statewide Importance
- Historic District
- Regulatory Floodway
- Special Flood Hazard Area
- Richardson Flats Tailings Operable Units
- Section 6(f) Property
- Wetlands
- Potential Commercial Impacts (Light Rail)

N

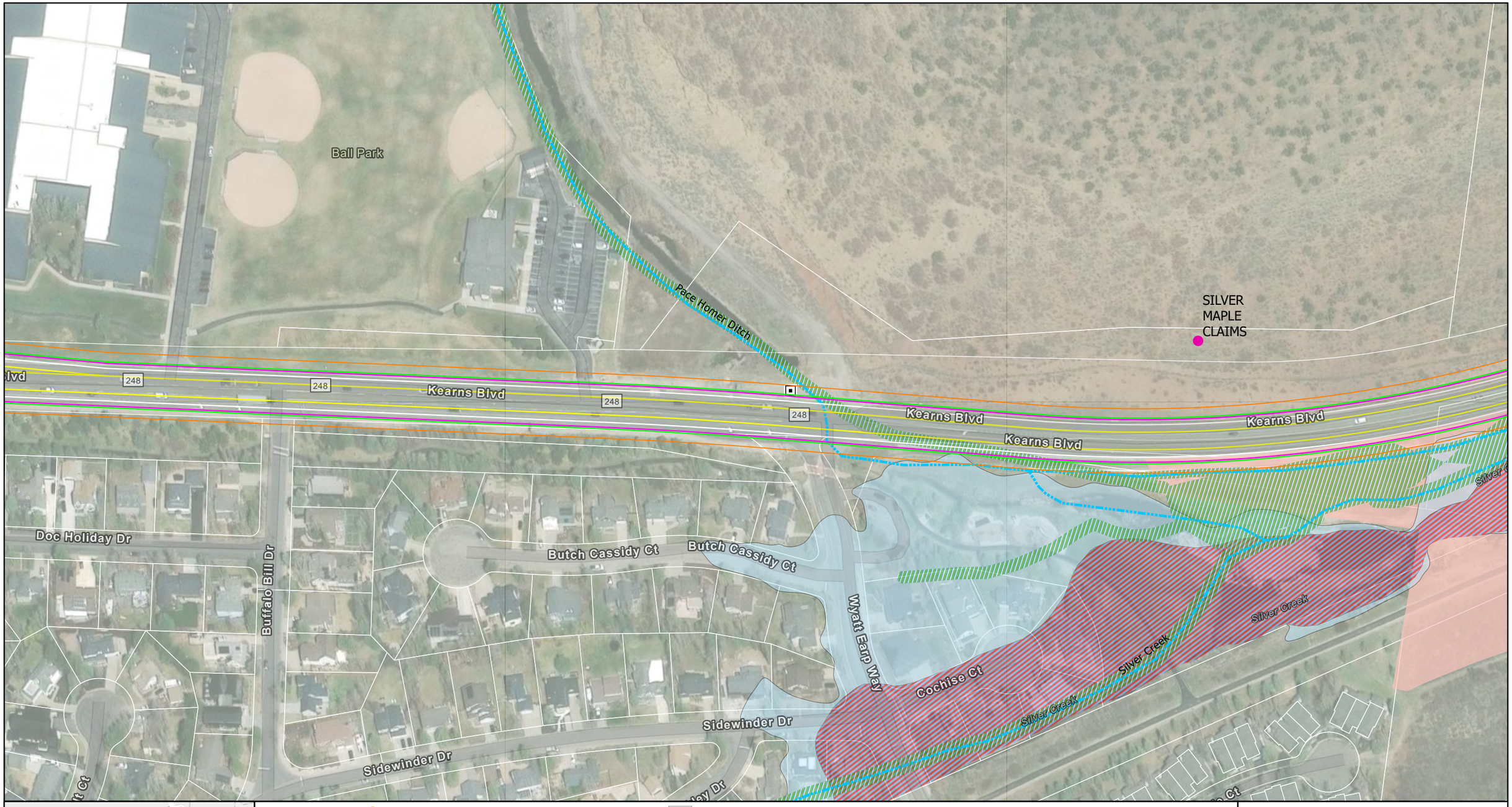
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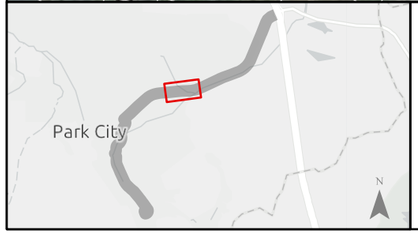
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Light Rail Alternative

Environmental Considerations

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- Hazardous Waste and Used Oil Facility
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- Wetlands
- Potential Commercial Impacts (Light Rail)

N

0 75 150 300 Feet

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Light Rail Alternative

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Kearns Blvd

Silver Creek



- Hazardous Waste and Used Oil Facility
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- Section 6(f) Property
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- Potential Commercial Impacts (Light Rail)

N

0 75 150 300 Feet

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Light Rail Alternative

Environmental Considerations

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Kearns Blvd
Kearns Blvd
Kearns Blvd
Kearns Blvd
Kearns Blvd
Kearns Blvd
Kearns Blvd
248
Richardson Flat Rd
Silver Creek
Silver Creek
Silver Creek
Silver Creek
Silver Creek
Silver Creek
Silver Creek
Park City Municipal
(Quinn's Junction)

Park City

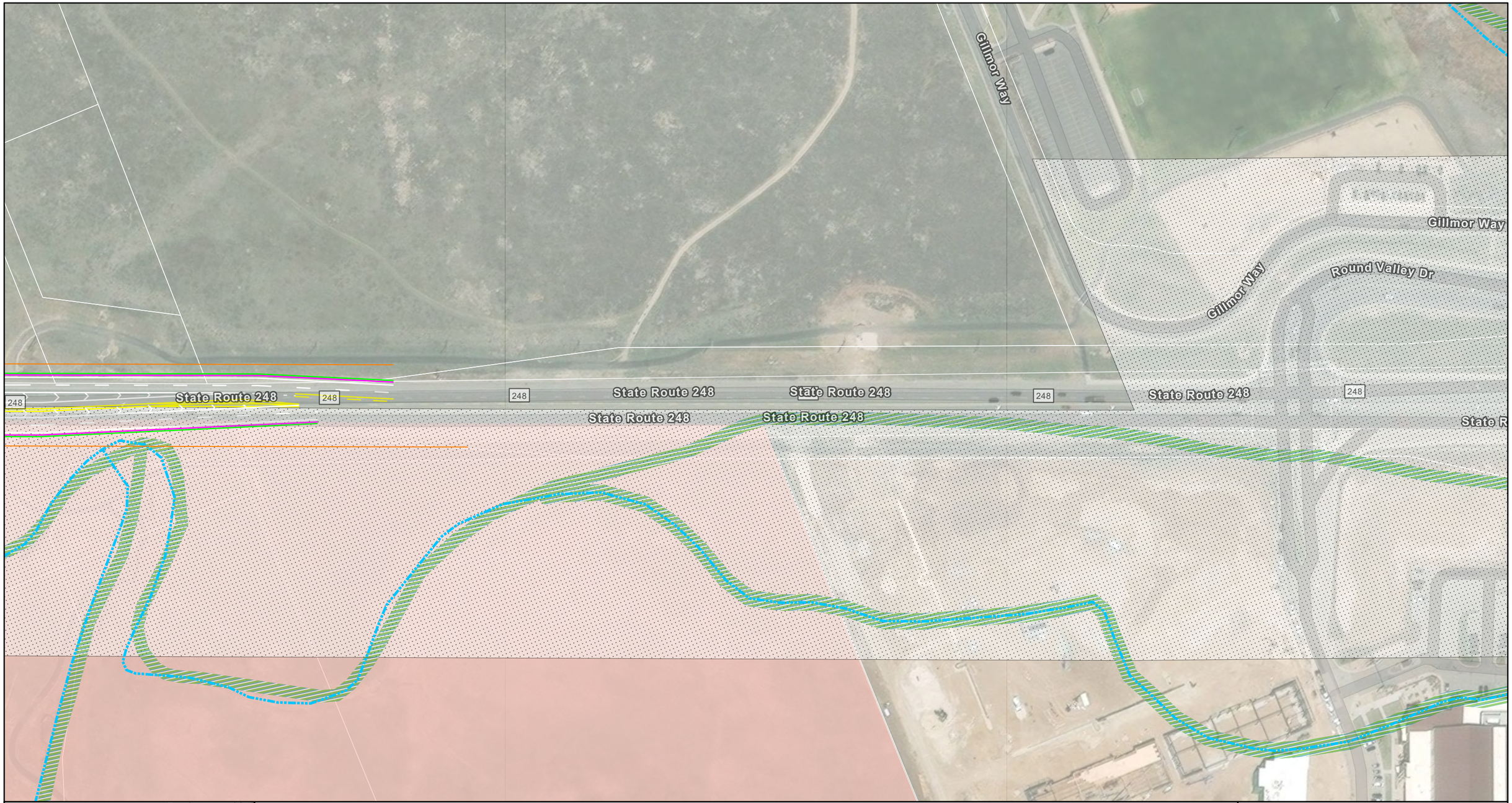
- Hazardous Waste and Used Oil Facility
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N

0 75 150 300 Feet

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Light Rail Alternative
Environmental Considerations
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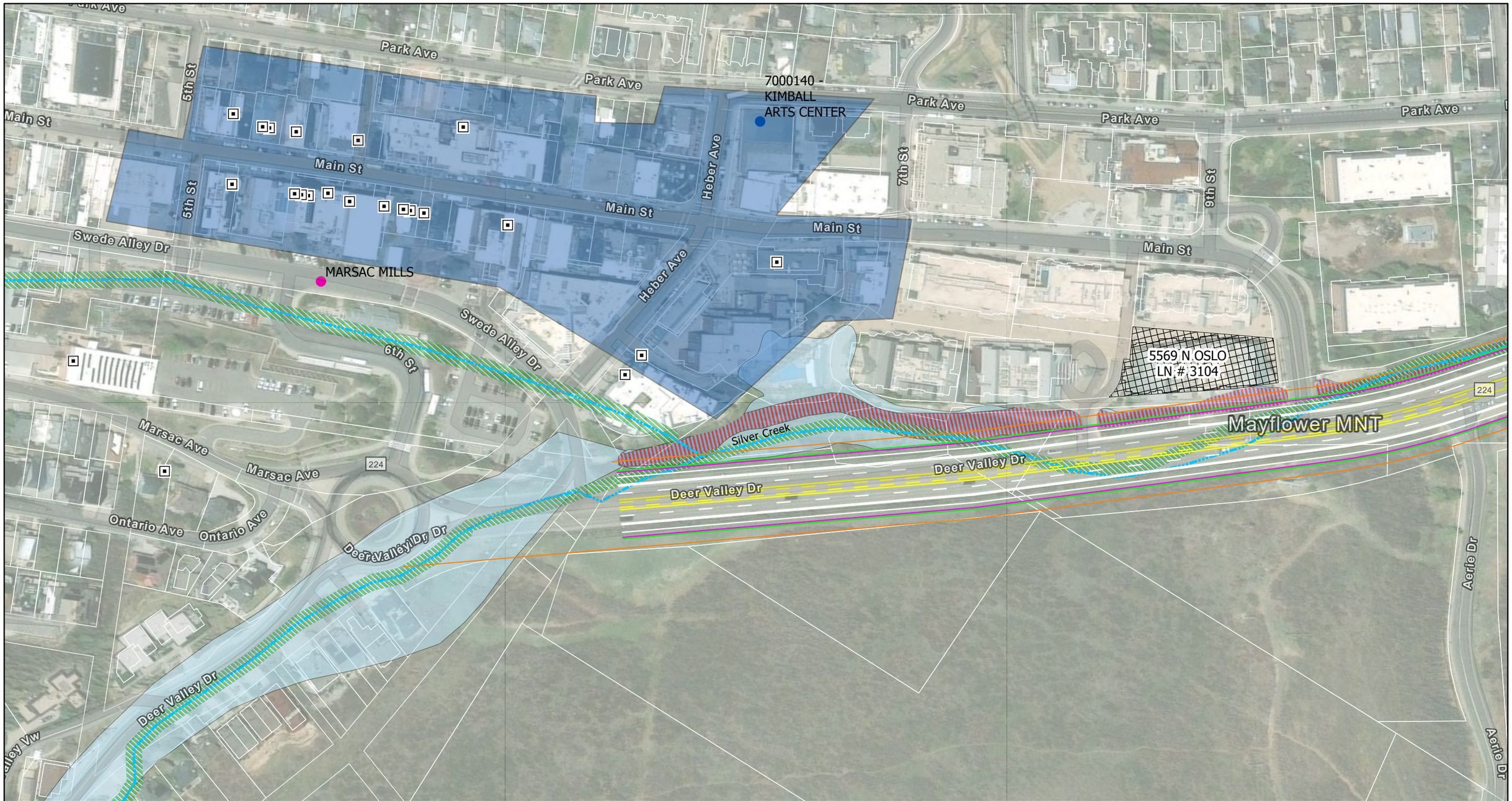


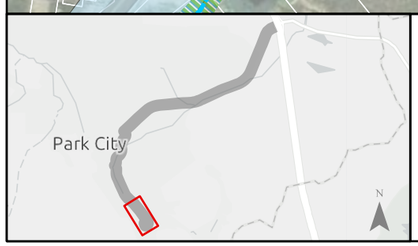
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Light Rail Alternative

Environmental Considerations

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- Hazardous Waste and Used Oil Facility
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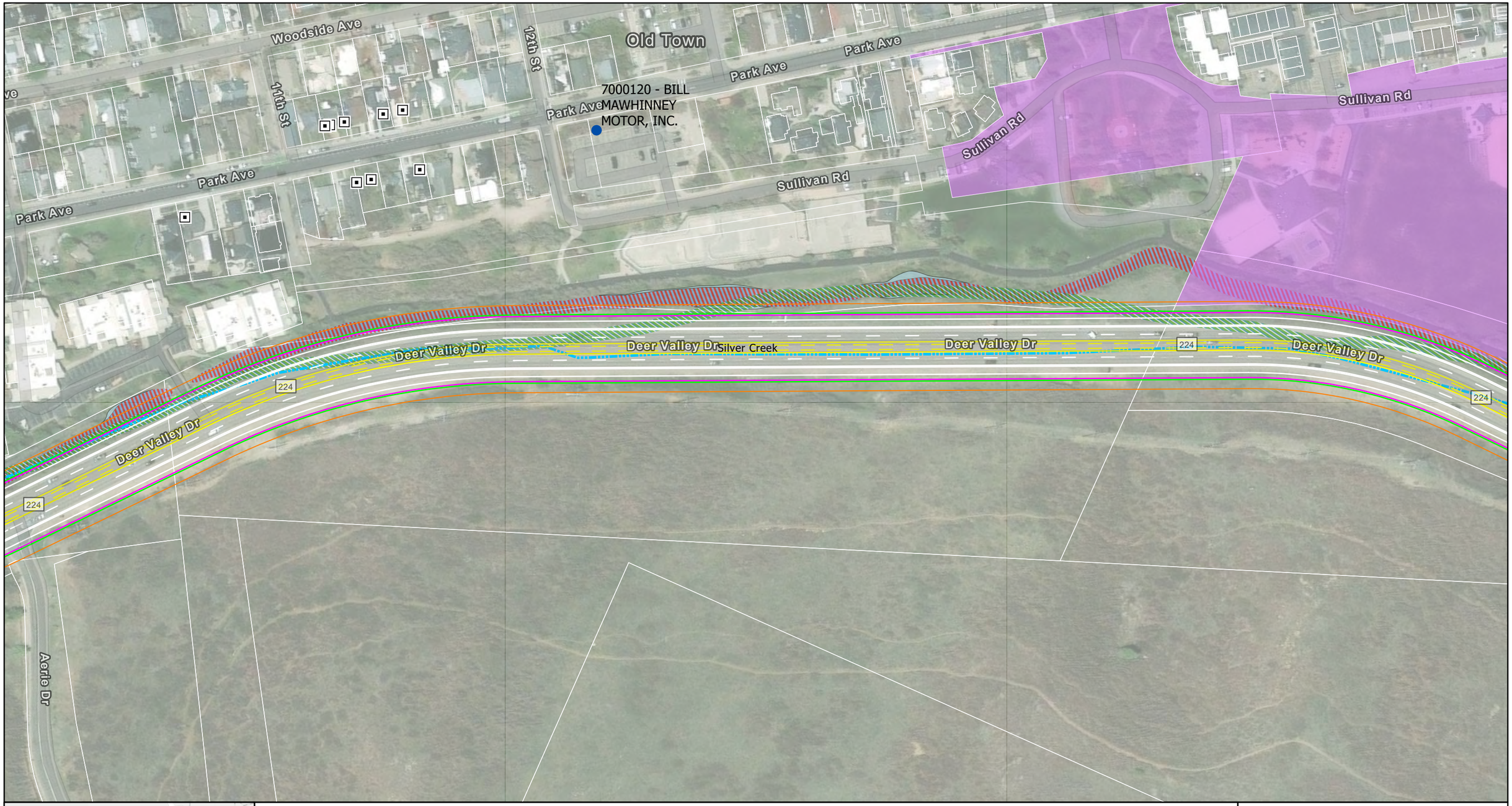
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Side Running ELB Alternative

Environmental Considerations

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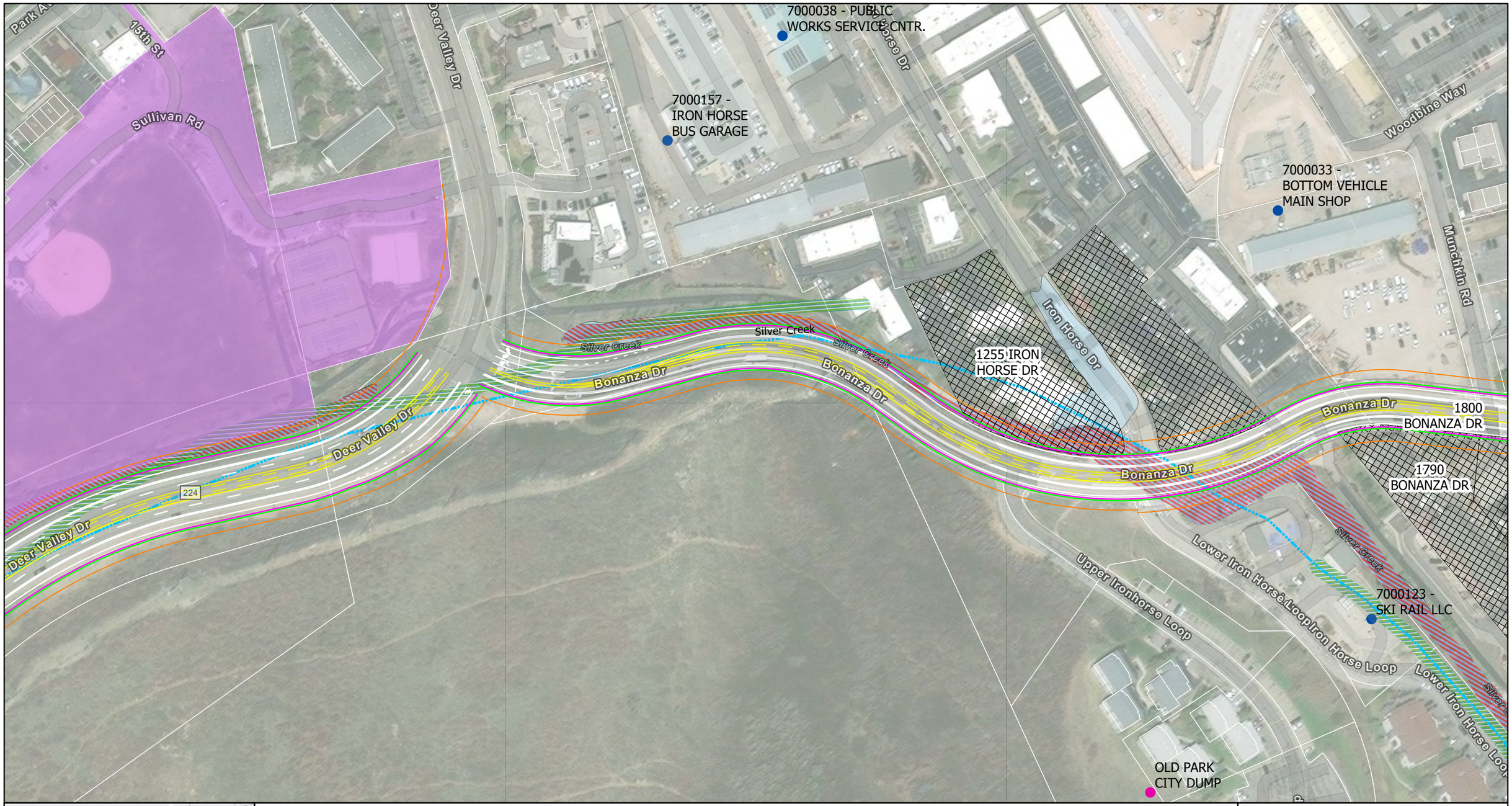


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Side Running ELB Alternative

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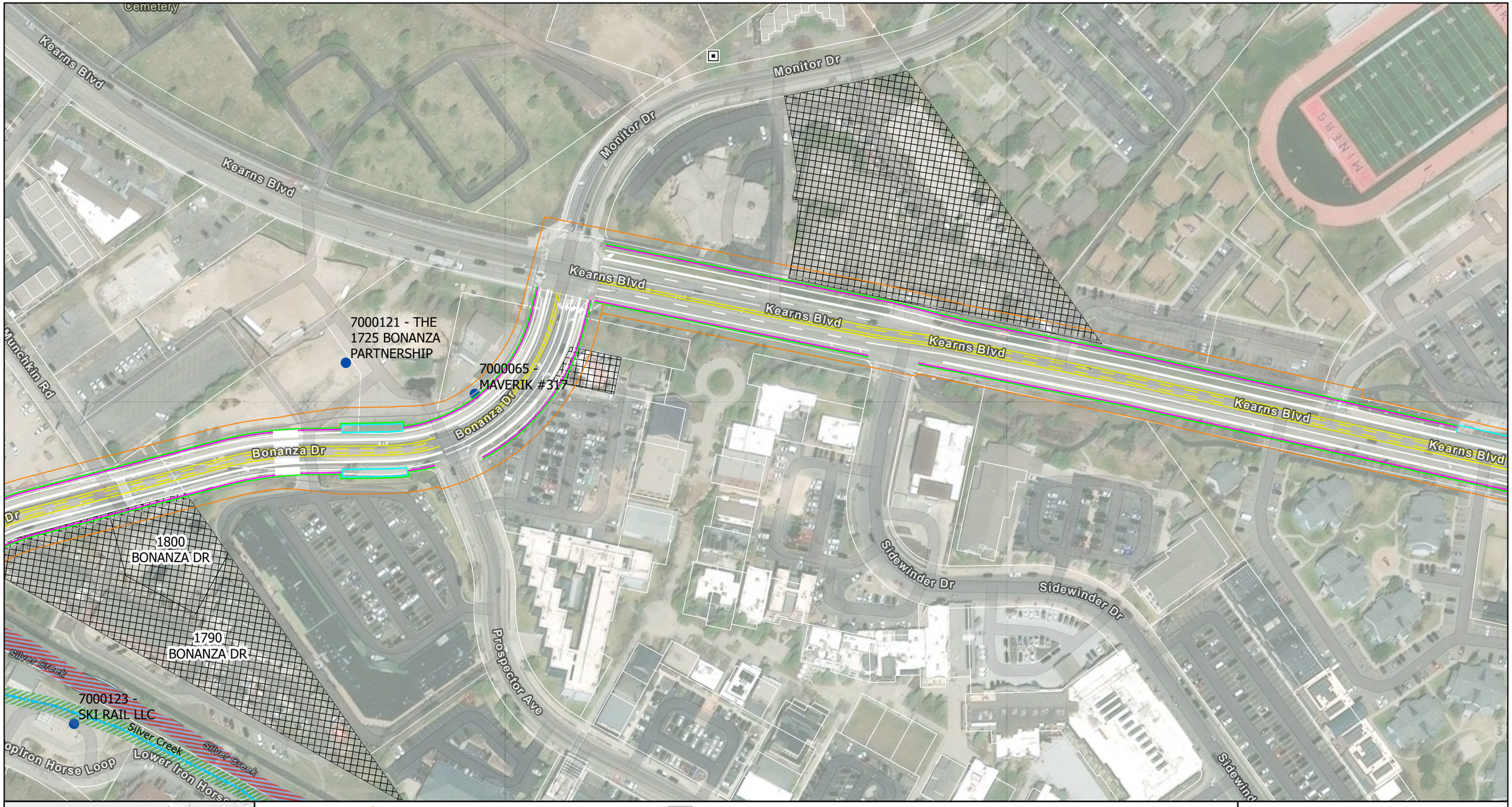


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Side Running ELB Alternative

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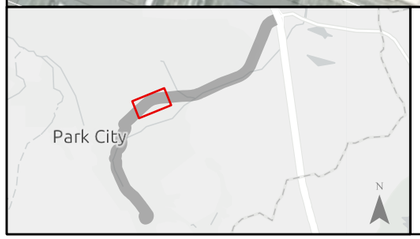
Re·create 248

Side Running ELB Alternative

Environmental Considerations

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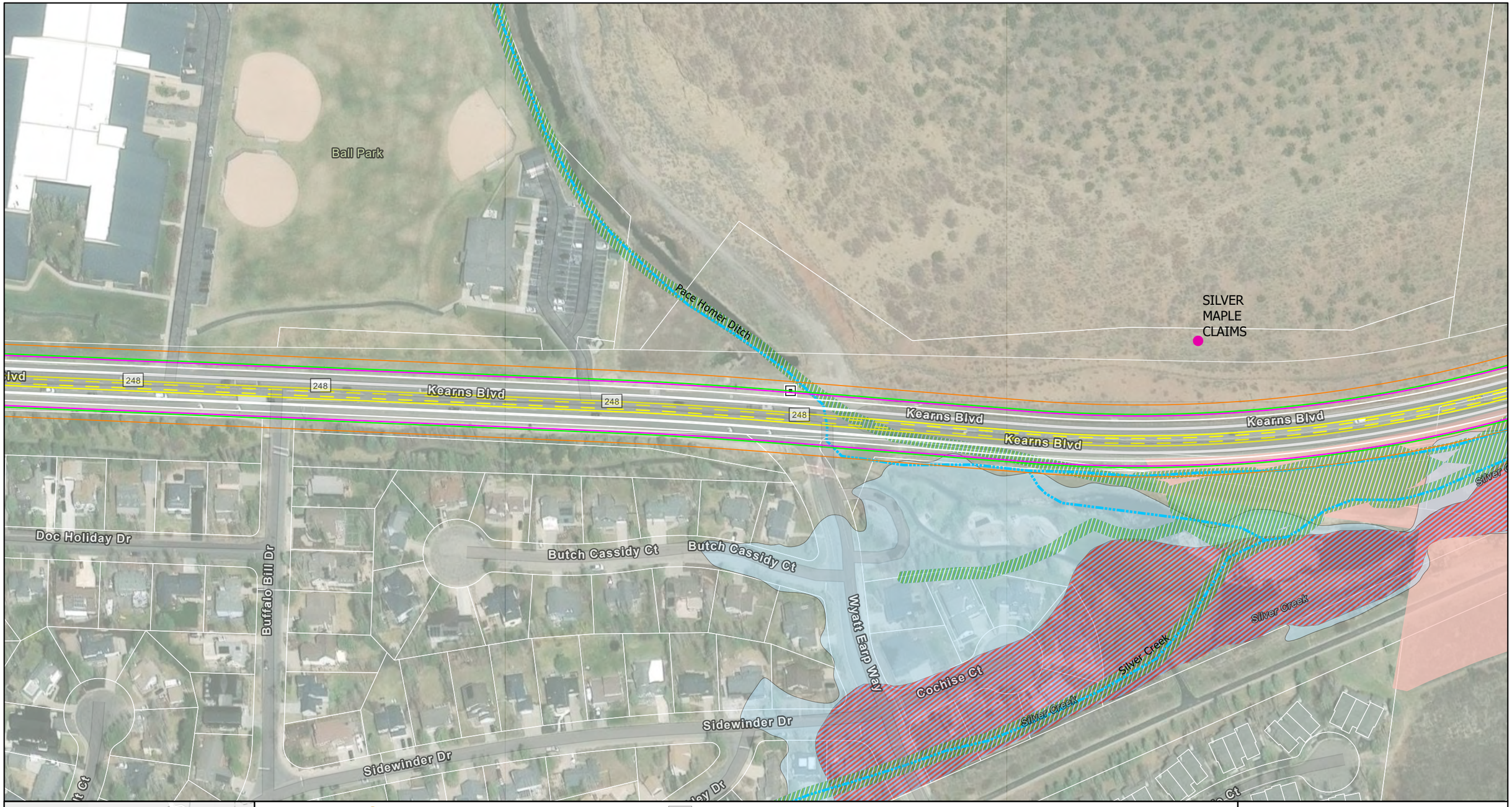
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Side Running ELB Alternative

Environmental Considerations

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N

- Hazardous Waste and Used Oil Facility
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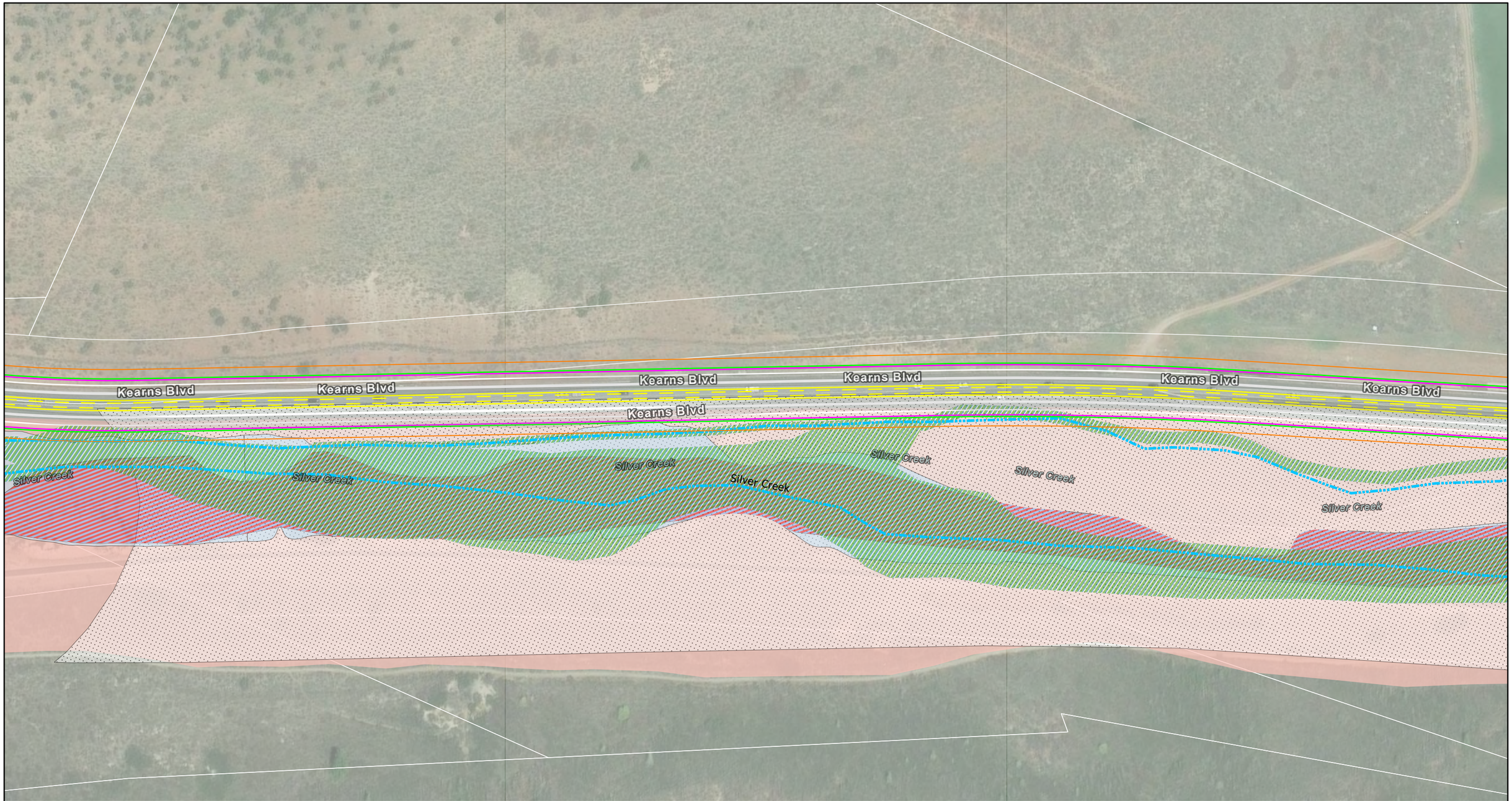
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Side Running ELB Alternative

Environmental Considerations

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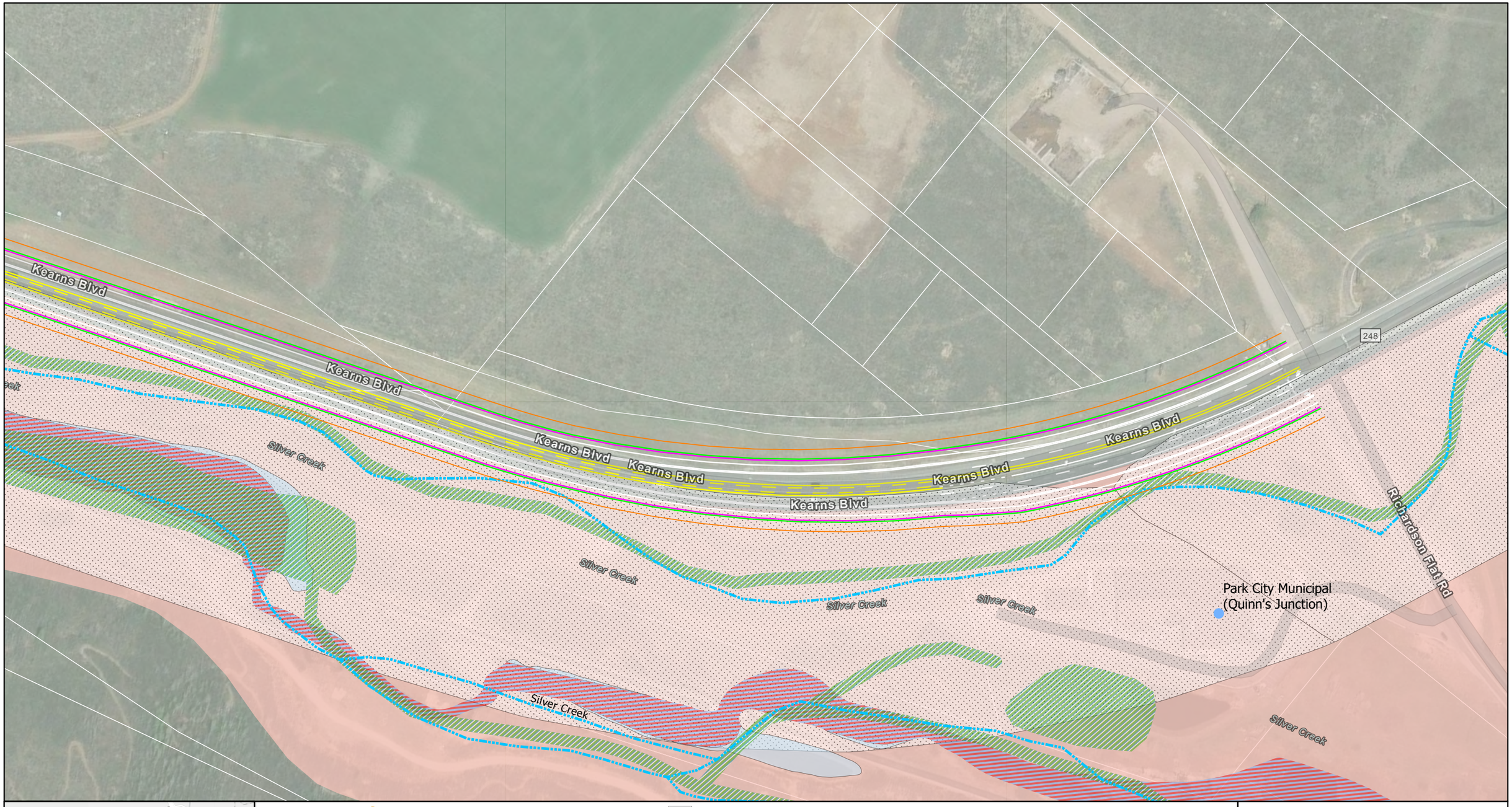


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Side Running ELB Alternative

Environmental Considerations

Map 7 of 9

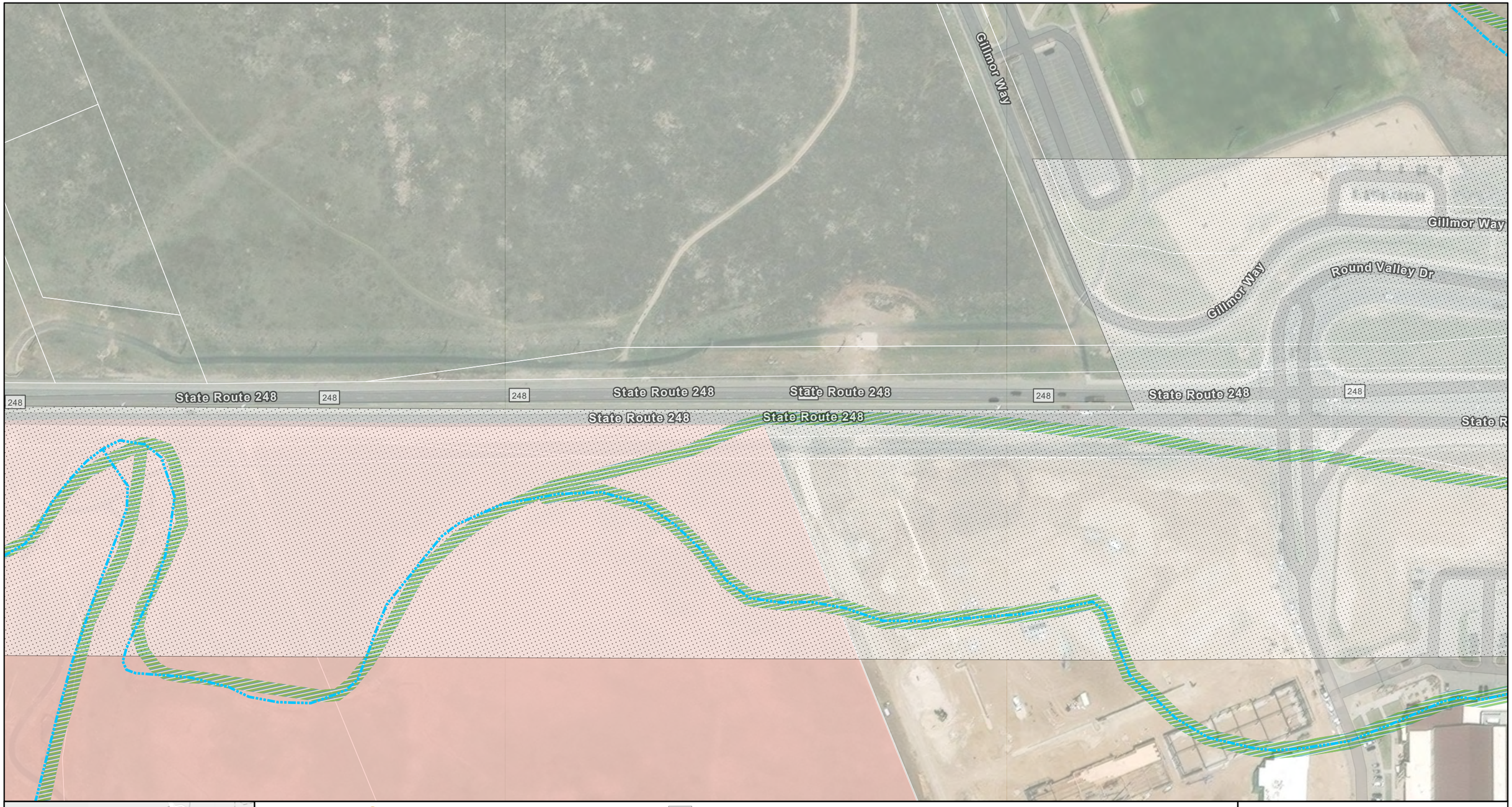


Re·create 248

Side Running ELB Alternative

Environmental Considerations

Map 8 of 9

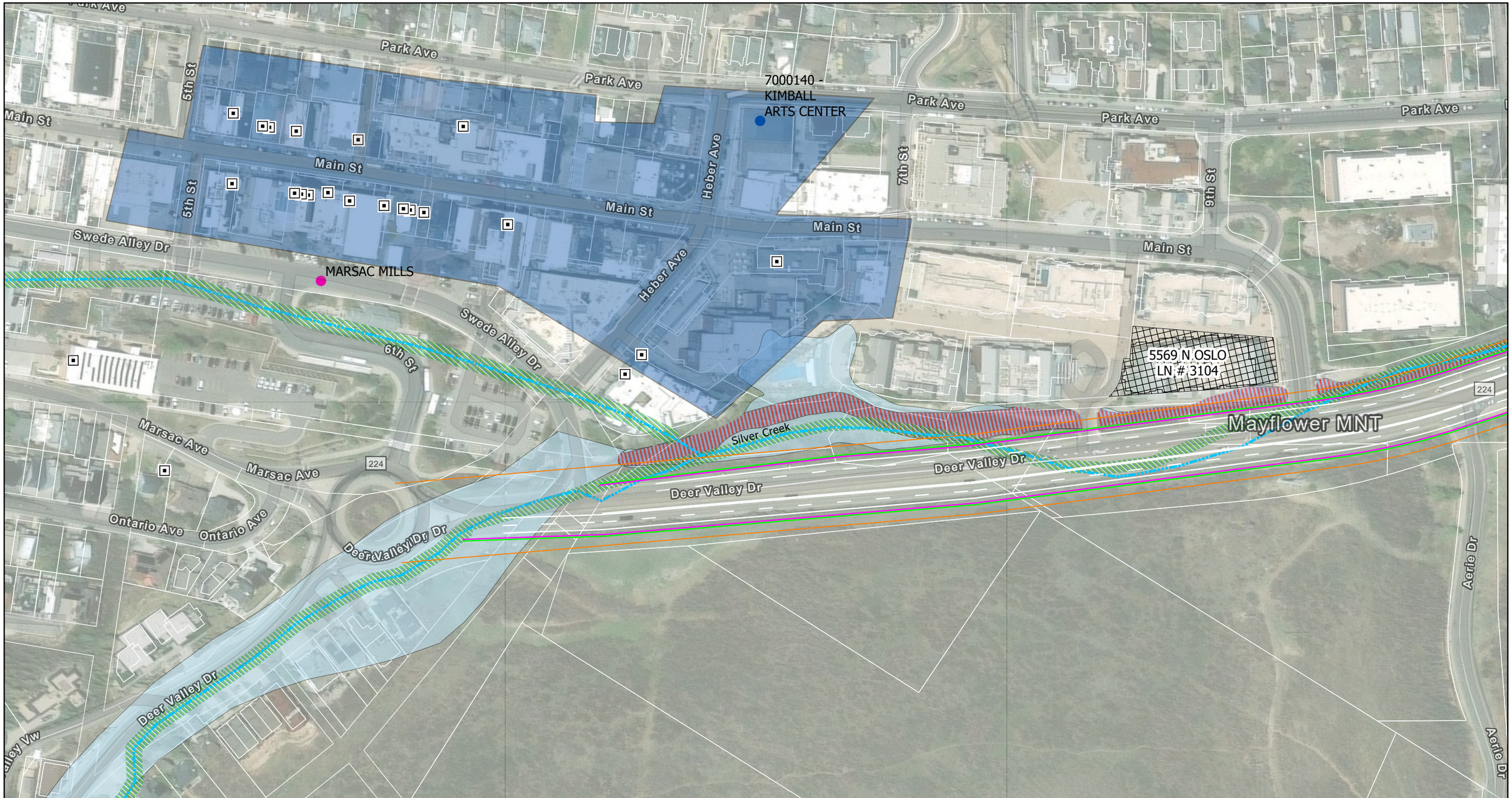


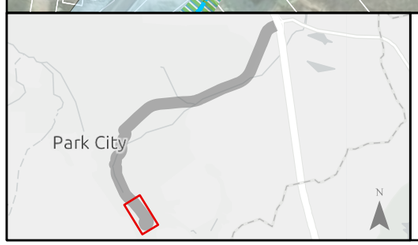
Re·create 248

Side Running ELB Alternative

Environmental Considerations

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- Hazardous Waste and Used Oil Facility
- National Priorities List
- Underground Storage Tank/Leaking Underground Storage Tank
- Superfund
- Tier 2
- Toxic Release Inventory
- Historic Structures Eligible for the NRHP
- Stream
- Farmland of Statewide Importance
- Historic District
- Regulatory Floodway
- Special Flood Hazard Area
- Richardson Flats Tailings Operable Units
- Section 6(f) Property
- Wetlands
- Potential Commercial Impacts (CELB)

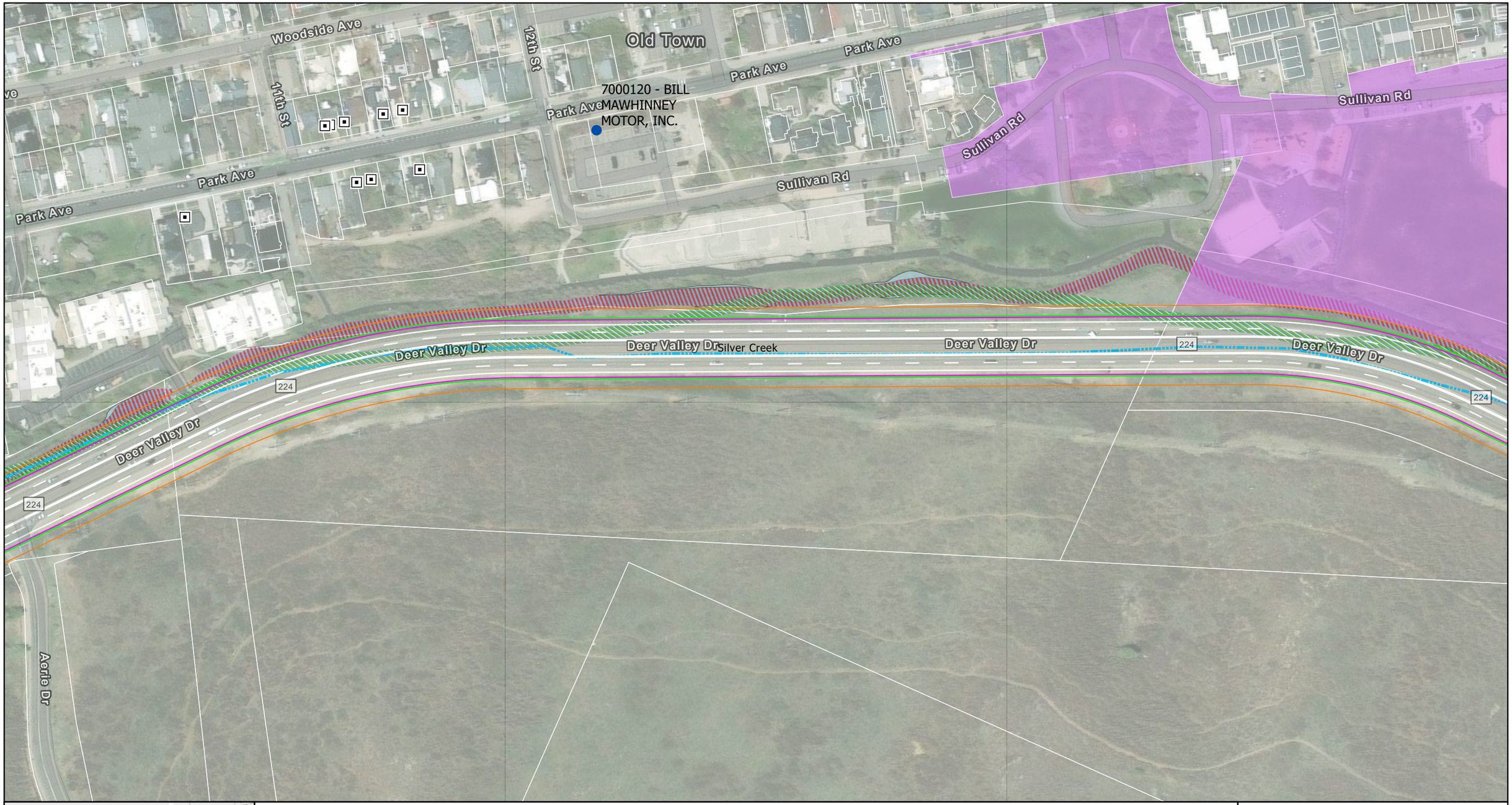
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Center Running ELB Alternative

Environmental Considerations

Map 1 of 9

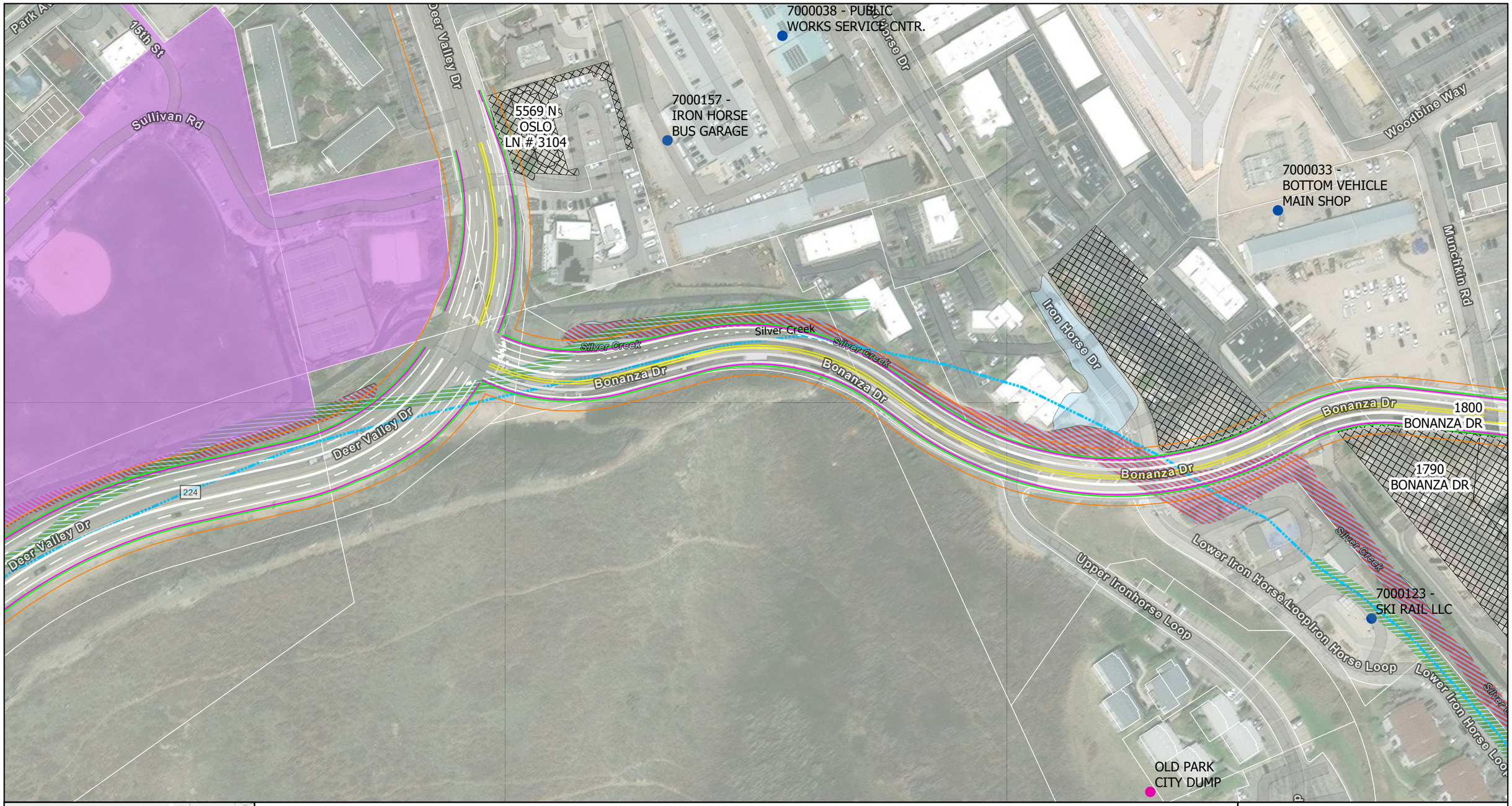


Re·create 248

Center Running ELB Alternative

Environmental Considerations

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- Hazardous Waste and Used Oil Facility
- National Priorities List
- Underground Storage Tank/Leaking Underground Storage Tank
- Superfund
- Tier 2
- Toxic Release Inventory
- Historic Structures Eligible for the NRHP
- Stream
- Farmland of Statewide Importance
- Historic District
- Regulatory Floodway
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- Section 6(f) Property
- Wetlands
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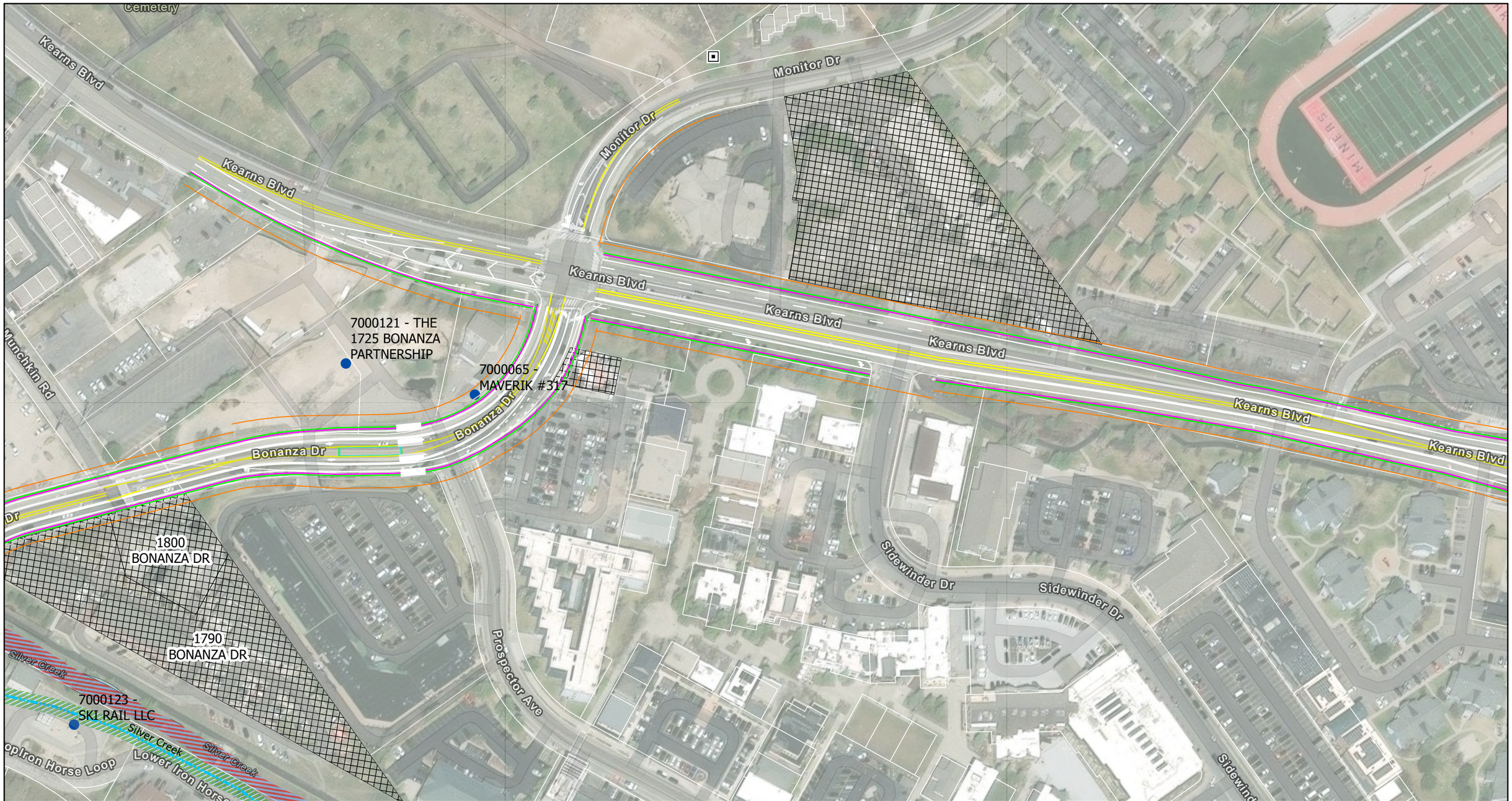
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Center Running ELB Alternative

Environmental Considerations

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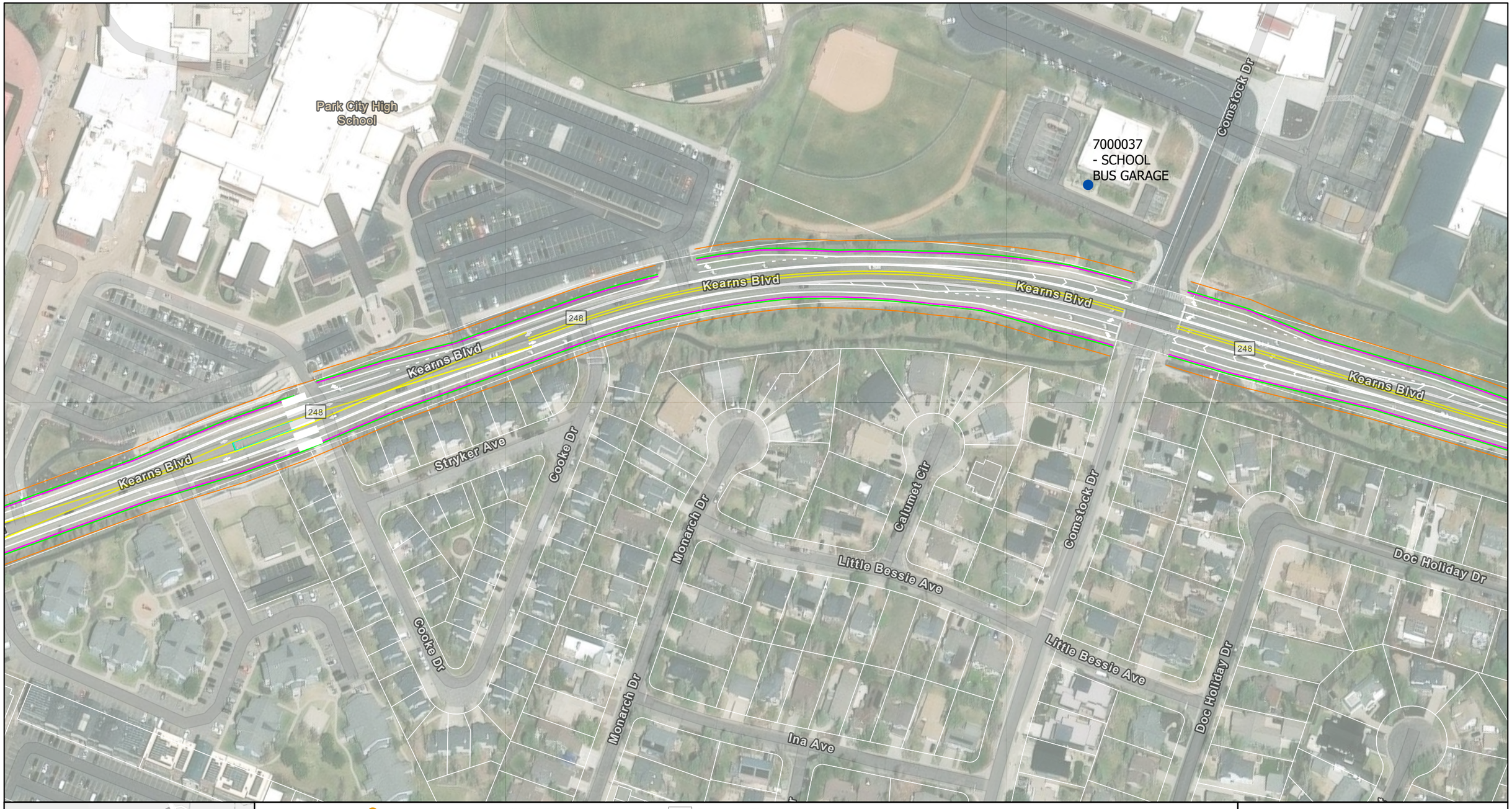


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Center Running ELB Alternative

Environmental Considerations

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- Hazardous Waste and Used Oil Facility
- National Priorities List
- Underground Storage Tank/Leaking Underground Storage Tank
- Superfund
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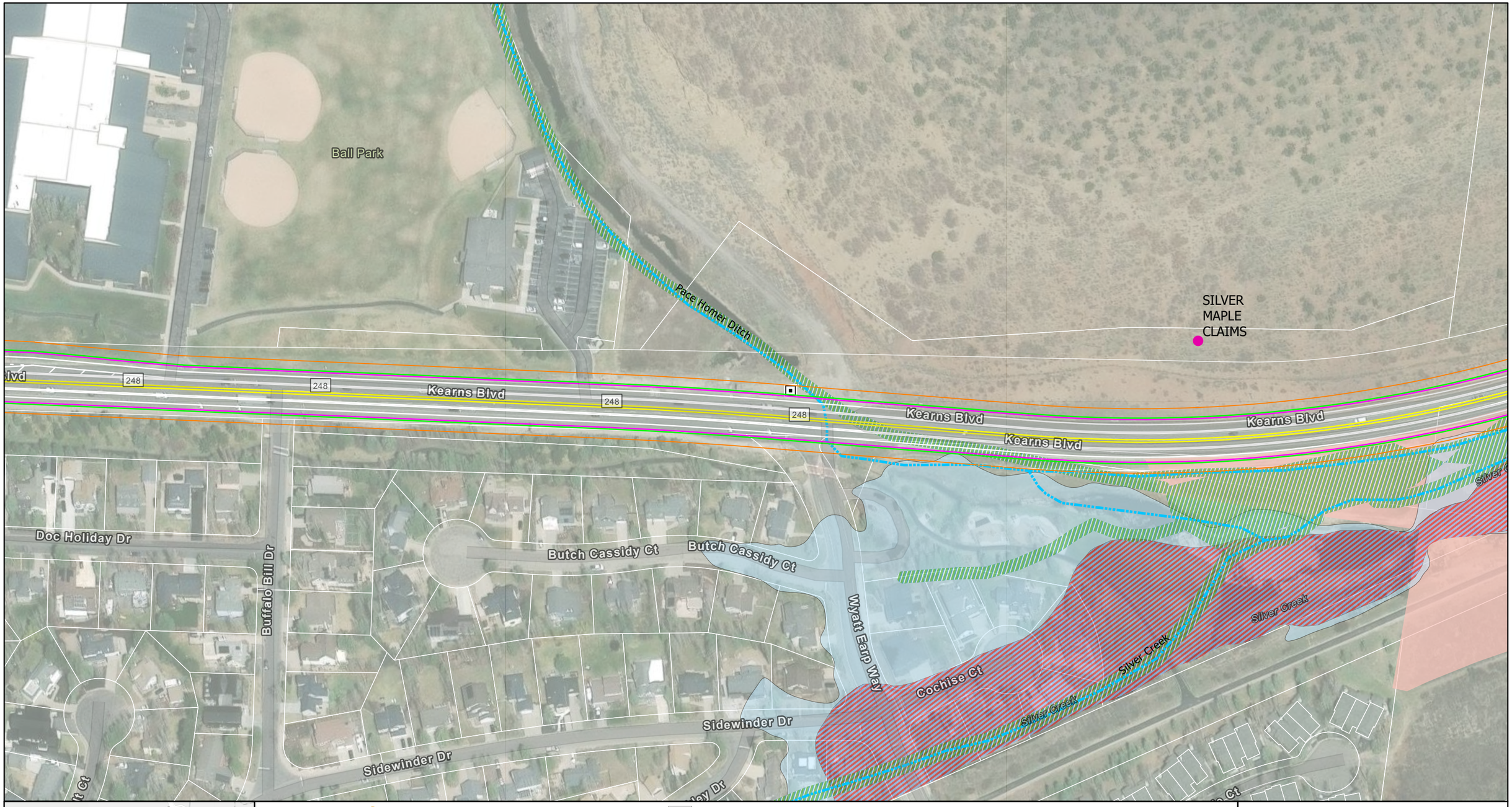
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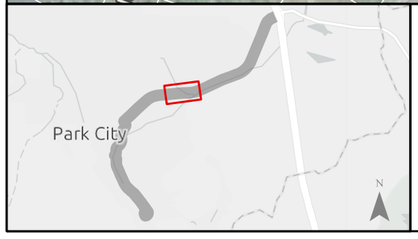
Re-create 248

Center Running ELB Alternative

Environmental Considerations

Map 5 of 9





N

- Hazardous Waste and Used Oil Facility
- National Priorities List
- Underground Storage Tank/Leaking Underground Storage Tank
- Superfund
- Tier 2
- Toxic Release Inventory
- Historic Structures Eligible for the NRHP
- Stream
- Farmland of Statewide Importance
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- Regulatory Floodway
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- Section 6(f) Property
- Wetlands
- Potential Commercial Impacts (CELB)

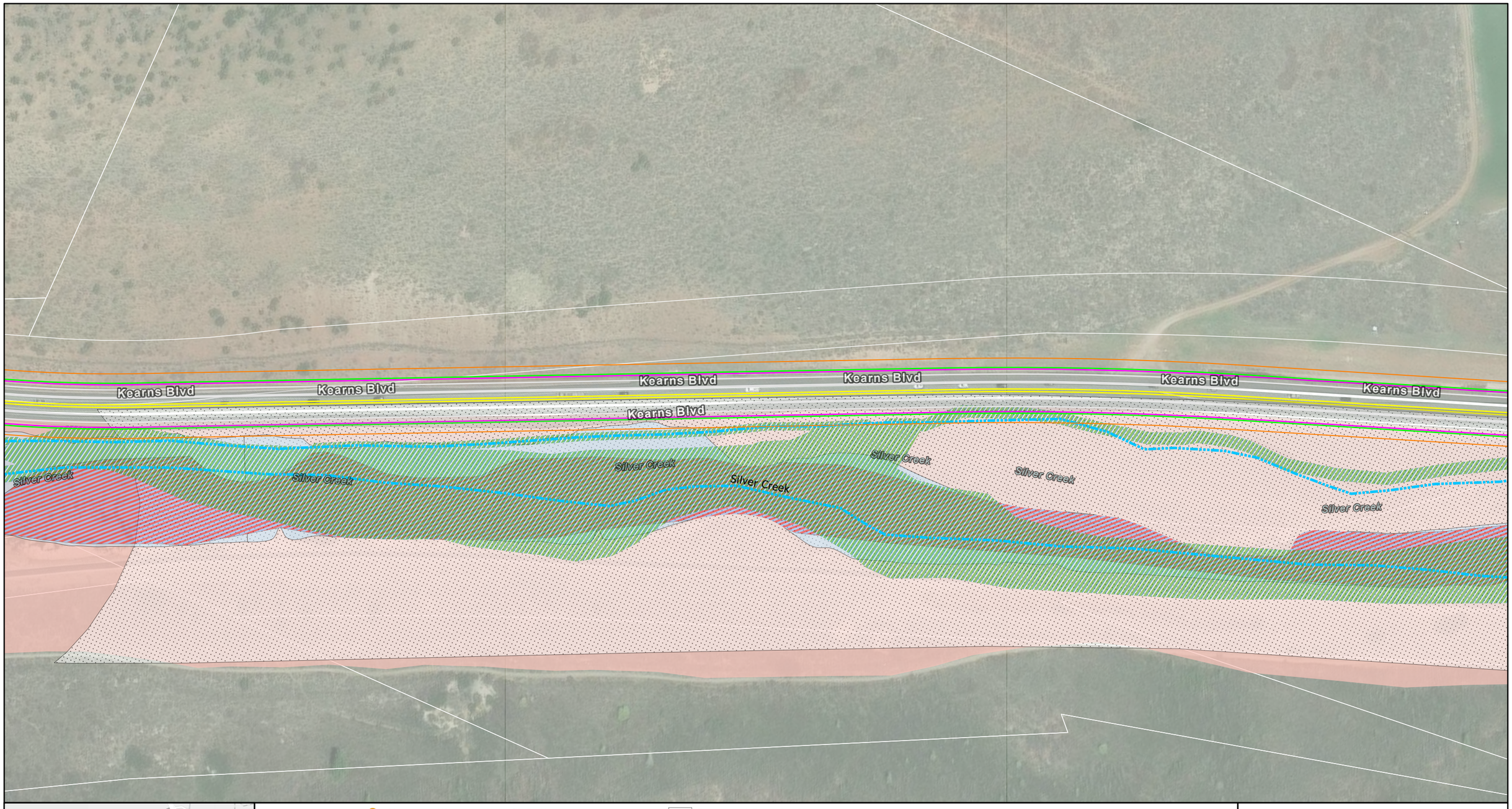
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Center Running ELB Alternative

Environmental Considerations

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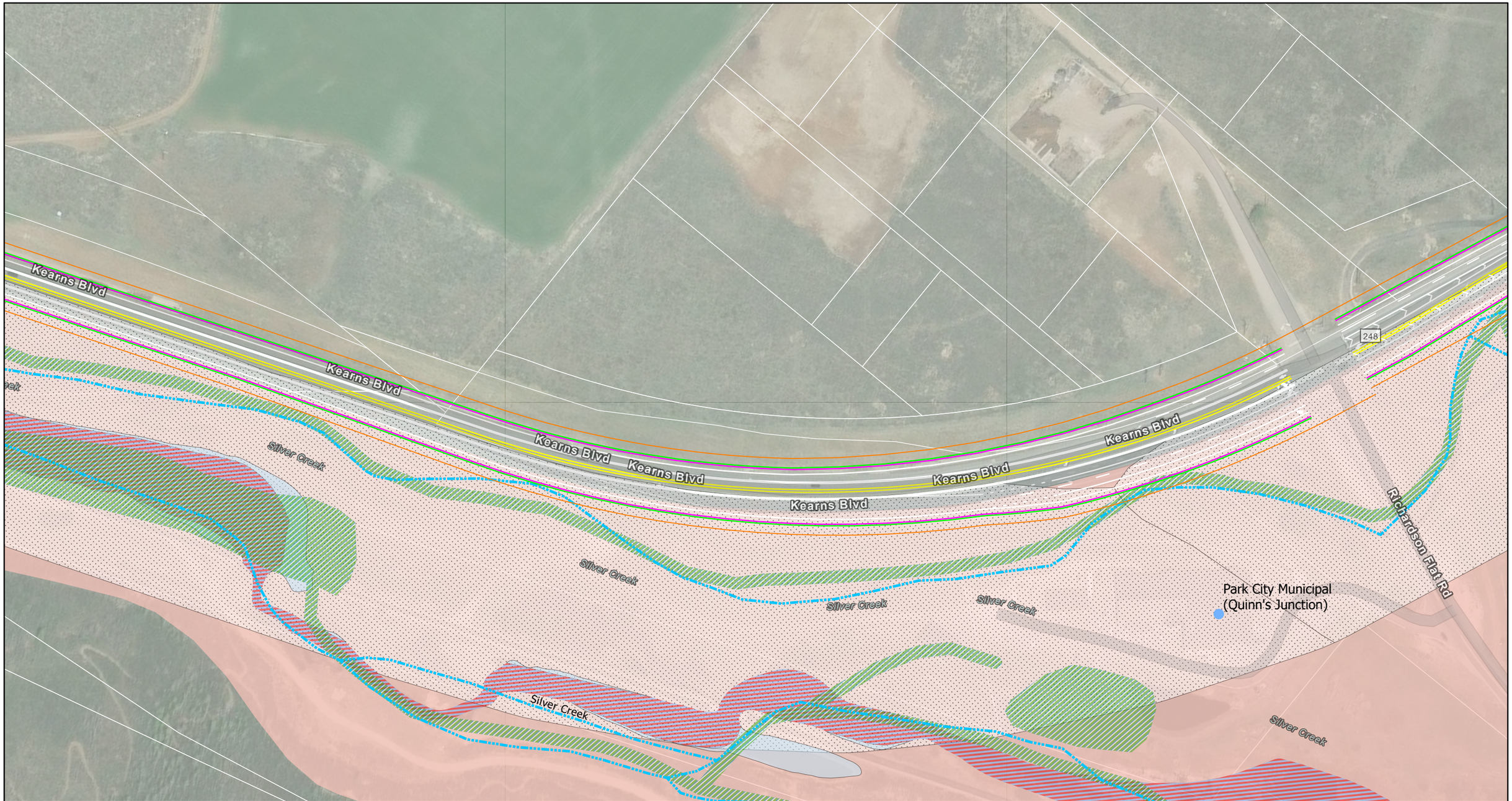


Re·create 248

Center Running ELB Alternative

Environmental Considerations

Map 7 of 9

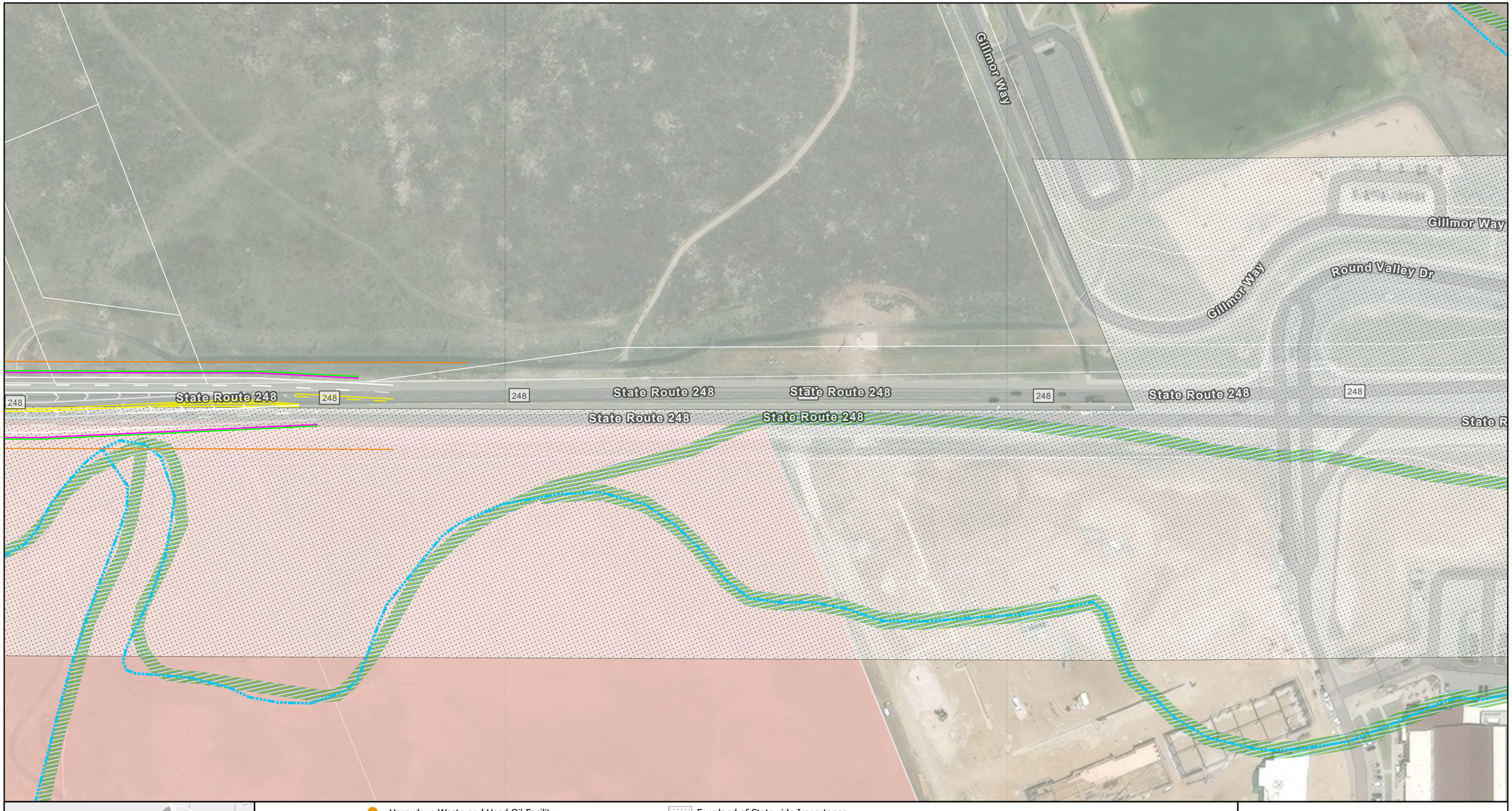


Re·create 248

Center Running ELB Alternative

Environmental Considerations

Map 8 of 9



Re·create 248

Center Running ELB Alternative

Environmental Considerations

Map 9 of 9

APPENDIX C: PRELIMINARY RIDERSHIP FORECAST MEMORANDUM

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PARK CITY RE-CREATE 248 STOPS MODELING



November 2025

Park City Municipal Corporation

Report Title:

Park City Re-Create 248 STOPS Modeling

Report Prepared by:

RSG

Report Prepared for:

Park City Municipal Corporation

For additional information regarding this report, or for questions about permissions or use of findings contained therein, please contact:

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1.0 PROJECT OVERVIEW

The Park City Municipal Corporation ("PCMC") in Park City, Utah is conducting the Recreate 248 Transit Study ("Study") to explore transit opportunities connecting travelers from east Summit County to Park City. The project corridor consists of SR-248, Bonanza Dr, and Deer Valley Dr and extends from Old Town Transit Center in downtown Park City to US-40 and Richardson Flat Park and Ride east of Park City, displayed in Figure 1. The corridor is a key east-west access corridor for Park City and connects key destinations in Park City, including downtown Park City and Park City High School.

The study involves exploring Exclusive-Lane Bus (ELB) or Light Rail (LRT) service along the project corridor. As shown in Figure 2, Park City is presently served by Park City Transit (PCT) and High Valley Transit (HVT). Many transit routes traverse parts of the project corridor, and PCT route 6 is the existing route that traverses the entire corridor and that the ELB will replace.

This report details the implementation of an FTA STOPS model for the ELB and LRT service along the project corridor for two frequency scenarios each.

FIGURE 1: RECREATE 248 TRANSIT STUDY PROJECT CORRIDOR

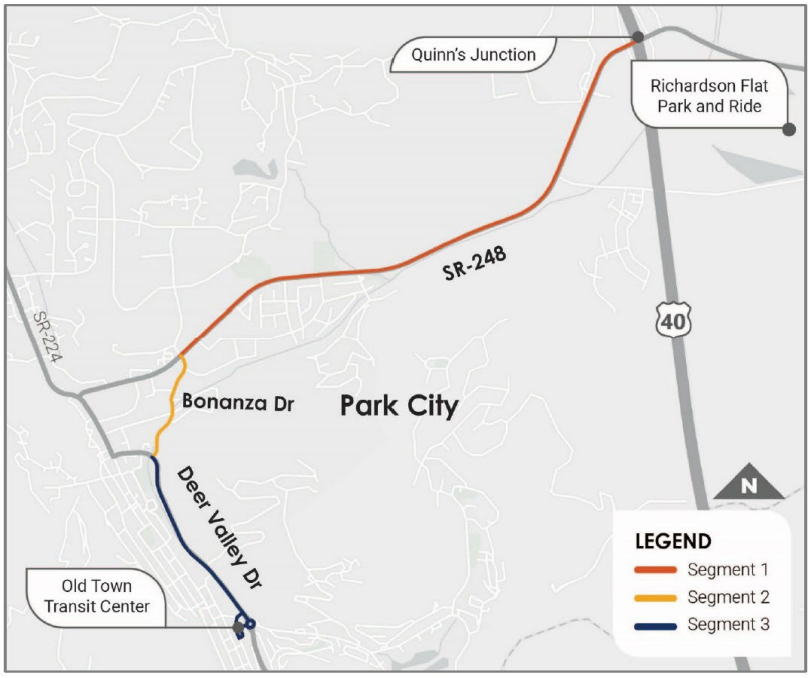
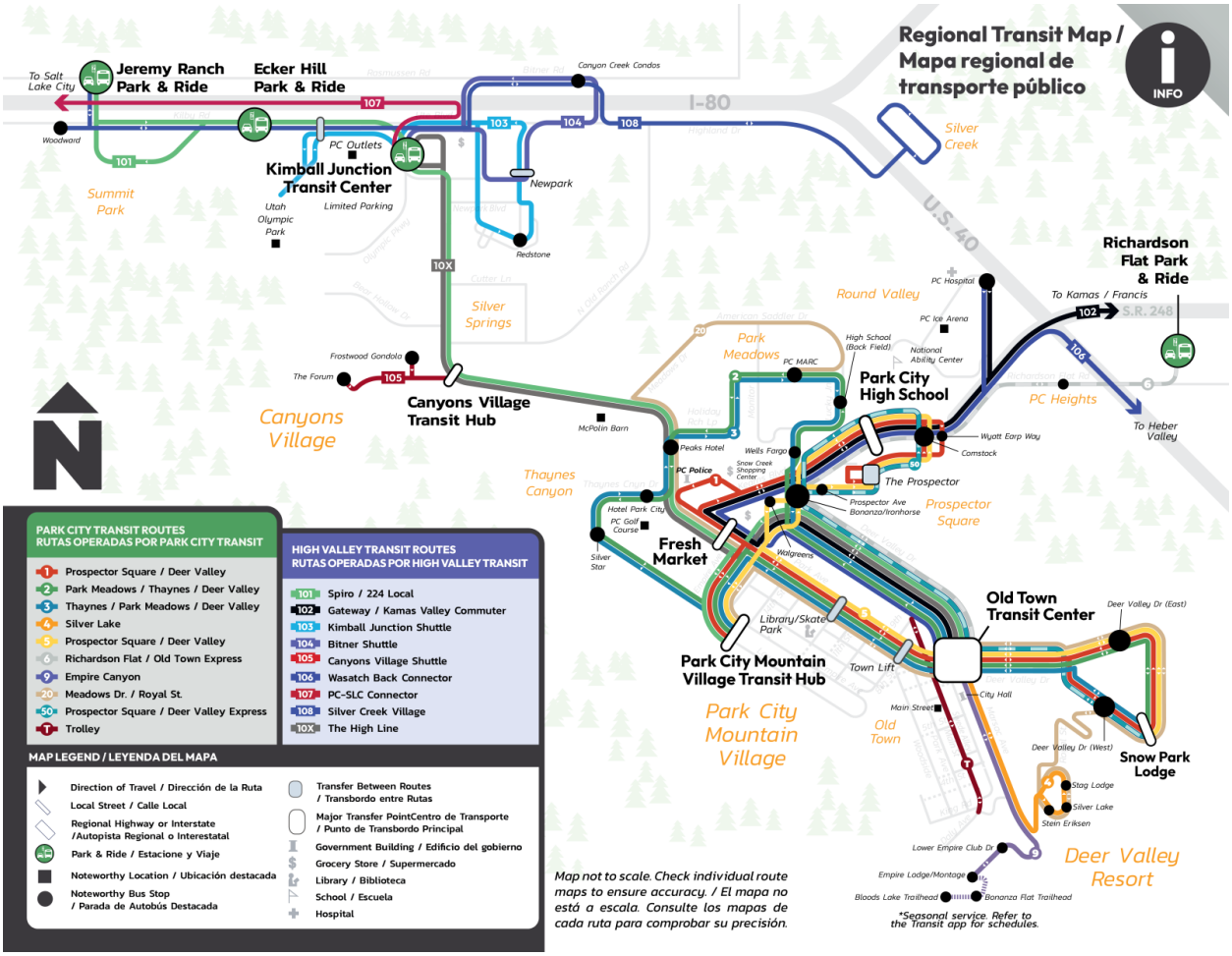


FIGURE 2: PARK CITY TRANSIT AND HIGH VALLEY TRANSIT ROUTE MAP



2.0 MODEL DEVELOPMENT

Simplified Trips on Projects Software (STOPS) is an FTA tool that allows transit agencies to evaluate ridership on a proposed system improvement with a reduced set of model inputs, mainly U.S. Census data, Metropolitan Planning Organization (MPO) demographic forecasts, and trip characteristics from an origin-destination survey. This simplified modeling framework is calibrated within the distinct regions of the United States to ensure model outputs are consistent with observed behavior in the modeled region.

The project team developed a synthetic STOPS model to forecast ridership on the proposed project in 2025 (base year) and in 2045 (future year). A synthetic model does not utilize a transit survey, but rather, uses the 2012-2016 Census Transportation Planning Products (CTPP) Journey-to-Work (JTW) flows to estimate travel demand.

2.1 STOPS INPUT DATA

The following section summarizes the various data inputs used in the Recreate 248 STOPS modeling effort.

Route and Stop Counts

The project team received PCT and HVT ridership counts from PCMC. The project team then conducted data processing to develop average weekday ridership count for the month of February 2025. This month of data is selected to represent the typical winter peak season in Park City without Sundance Festival travel, which occurs in January. Figure 3 shows seasonal variations in transit ridership

As shown in Table 1, the total average weekday ridership of both PCT and HVT is 16,293, with that of PCT being 8,616 and that of HVT being 7,678. This count does not include any gondolas in Park City.

The highest ridership routes are HVT Route 101 between downtown Park City and Jeremy Ranch Park & Ride (2,503), HVT Route 10X between downtown Park City and Kimball Junction Transit Center (2,386), and PCT Route 1 between Prospector Square and Deer Valley (2,260). PCT Route 6, the route to be replaced by ELB/LRT in the project corridor, has an average weekday ridership of 74.

FIGURE 3: SEASONAL VARIATIONS IN TRANSIT RIDERSHIP

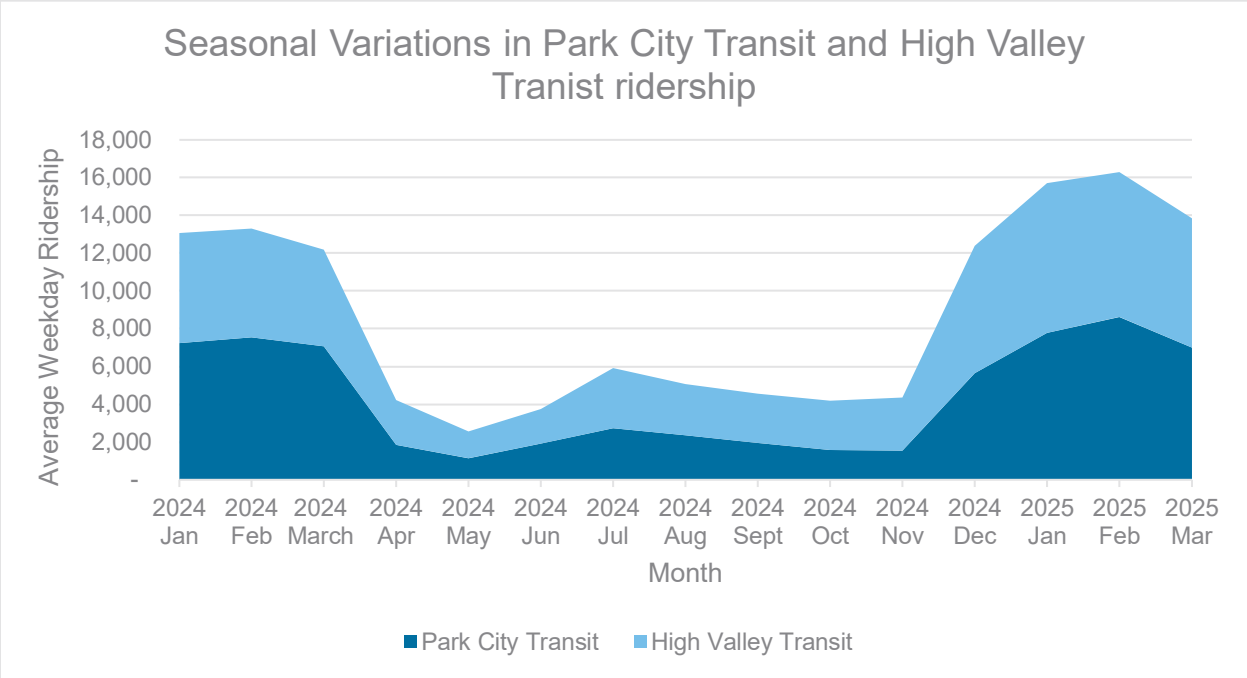


TABLE 1: AVERAGE WEEKDAY RIDERSHIP BY ROUTE (2025 FEB)

Park City Transit (PCT)		High Valley Transit (HVT)	
Routes	Ridership	Routes	Ridership
01 Red	2,260	101 Spiro / 224 Local	2,503
02 Green	1,300	102 Gateway / Kamas Valley Commuter	57
03 Blue	1,065	103 Kimball Junction Circulator	318
04 Orange	393	103b	28
05 Yellow	1,023	104 Bitner Connector	495
06 Express	74	105 Canyons Village Shuttle	418
07 Express	392	106 Wasatch Back Connector	267
07 Grey	475	107 PC-SLC Commuter	343
08 Brown	298	108 Silver Creek Village	337
08 Express	162	109	525
09 Purple	312	10X The High Line	2,386
20 Tan	88		
50 Teal	510		
Citywide	58		
Trolley	205		
Total	8,616	Total	7,678

GTFS Transit Services Data

The project team used existing GTFS data for both PCT and HVT. Section 3.0 describes this process in detail.

MPO Population and Employment

The project team downloaded MPO population and employment data for Summit County and Wasatch County from the Mountainland Association of Governments (MAG). Table 2 contains their respective population and employment numbers for 2024 and 2045. The STOPS model application sets 2024 population as the base year and 2045 as the horizon year. Both counties are expected to grow in population and employment by at least 20%. Notably, Wasatch County population is forecasted to grow by 64%, or an increase of almost 25,000 people. Over 15,000 of this increase is forecasted in the towns of Heber and Midway. Figure 4 displays population growth by TAZ, showing that much of the high growth TAZs are in and around Heber. Figure 5 shows employment growth by TAZ.

TABLE 2: POPULATION AND EMPLOYMENT GROWTH BY CITY 2024-2045

COUNTY	CITY	POP 2024	POP 2045	POP GROWTH	EMP 2024	EMP 2045	EMP GROWTH
Summit County	Park City	9,008	9,950	10%	18,096	21,752	20%
Summit County	Kamas	2,148	3,548	65%	1,483	1,784	20%
Summit County	Francis	1,870	3,243	73%	169	203	20%
Summit County	Oakley	1,674	2,948	76%	279	336	20%
Summit County	Coalville	1,634	2,521	54%	1,823	2,190	20%
Summit County	Henefer	903	1,468	63%	34	42	24%
Summit County	Balance of Summit County	26,766	30,747	15%	19,582	23,524	20%
Summit County	**Total**	**44,003**	**54,425**	**24%**	**41,466**	**49,831**	**20%**
Wasatch County	Heber	19,363	30,372	57%	11,104	14,343	29%
Wasatch County	Midway	6,951	11,206	61%	2,041	2,636	29%
Wasatch County	Hideout	1,165	2,190	88%	32	41	28%
Wasatch County	Daniel	965	1,945	102%	367	473	29%
Wasatch County	Charleston	753	1,504	100%	282	364	29%
Wasatch County	Wallsburg	349	371	6%	8	11	38%
Wasatch County	Independence	123	202	64%	3	4	33%
Wasatch County	Balance of Wasatch County	8,616	14,975	74%	2,795	3,613	29%
Wasatch County	**Total**	**38,285**	**62,765**	**64%**	**16,632**	**21,485**	**29%**
Total	***Total***	***82,288***	***117,190***	***42%***	***58,098***	***71,316***	***23%***

FIGURE 4: PROJECTED POPULATION GROWTH 2024-2045 BY TAZ

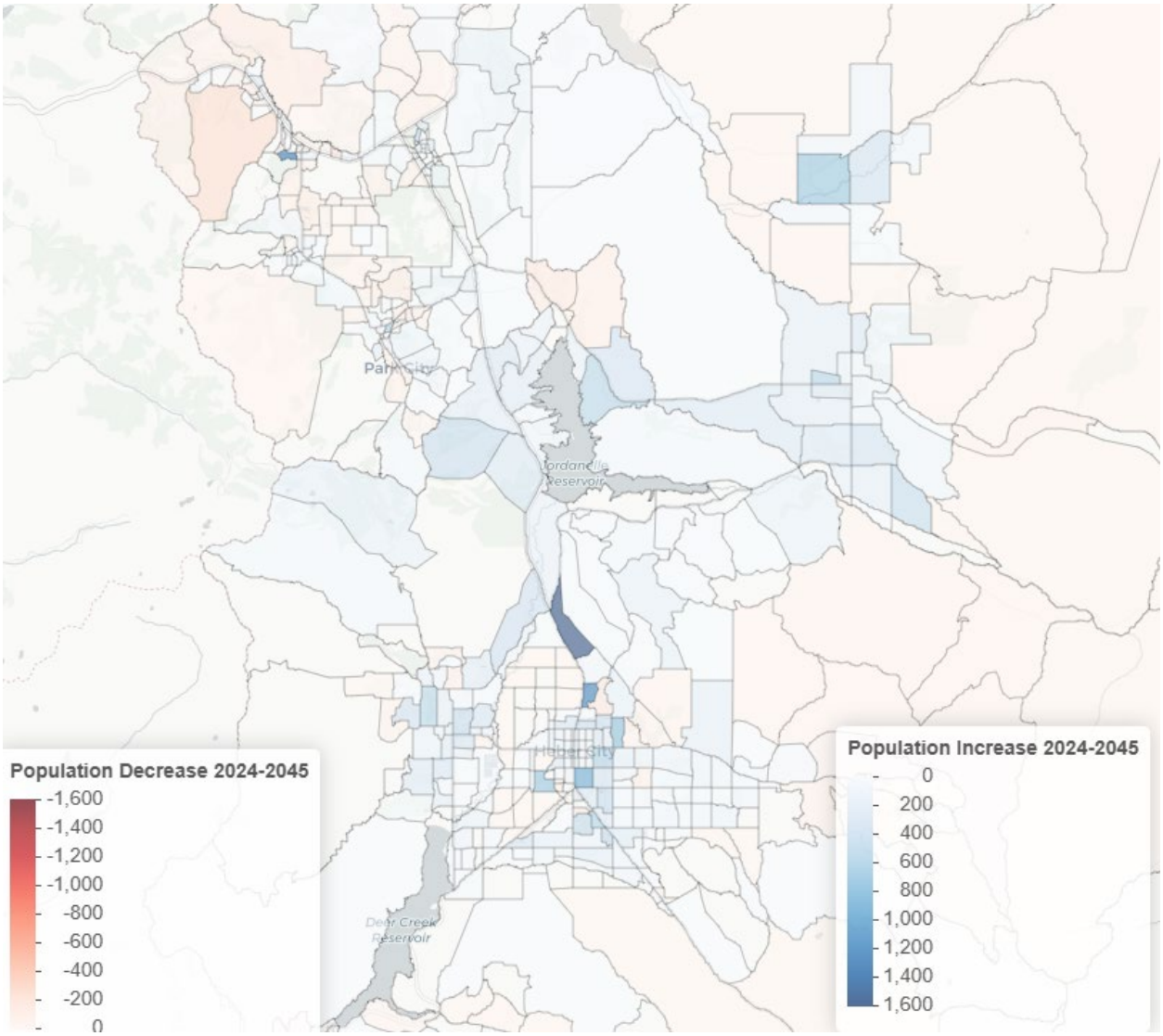
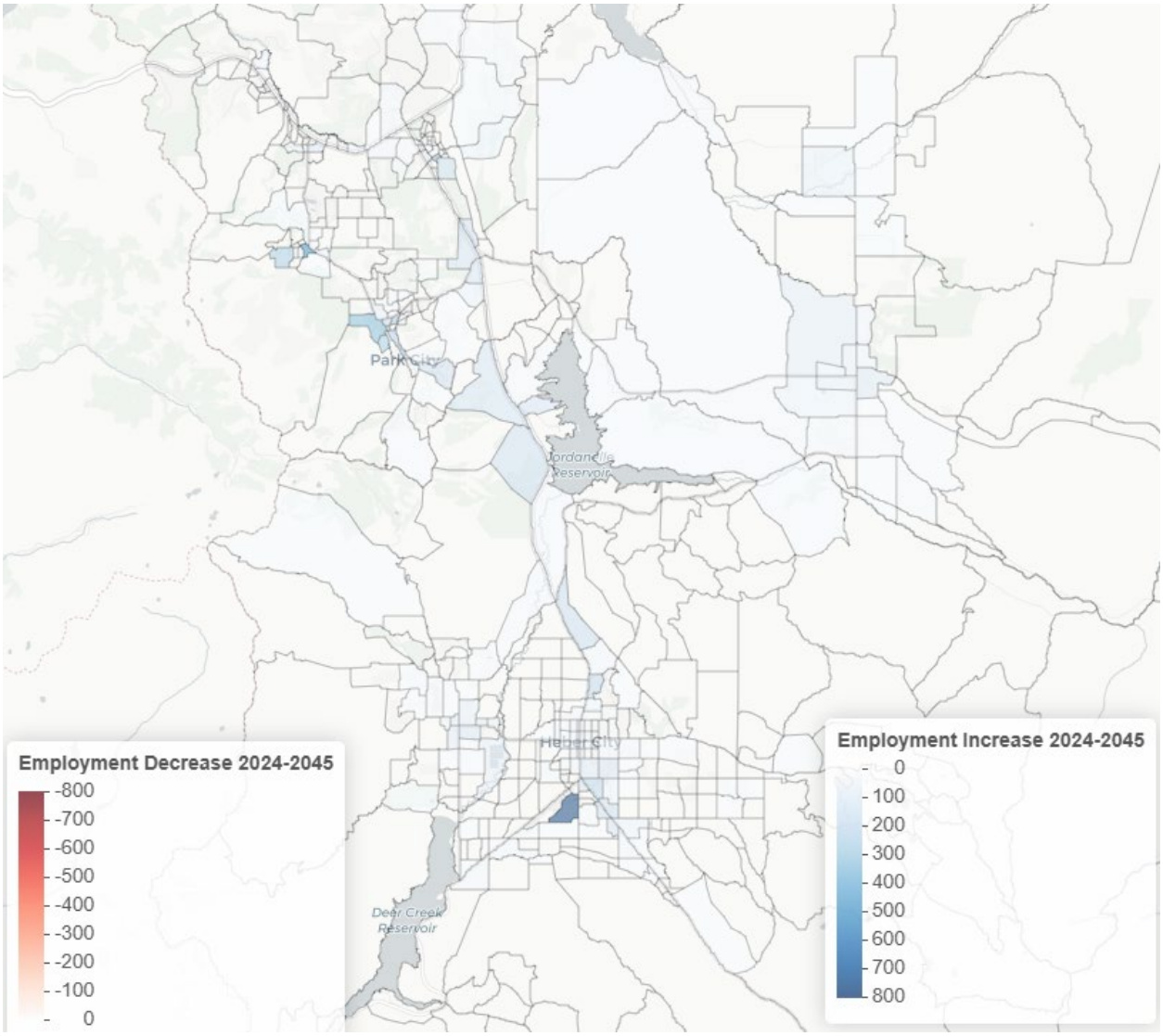


FIGURE 5: PROJECTED EMPLOYMENT GROWTH 2024-2045 BY TAZ



MPO Highway Skim File

The project team received highway skims from PCMC which provides travel distance and time between zones. The project team used the AM peak hour highway skims for STOPS modeling. With 2024 skims designated as current year, 2032 skims as operating year, 2042 skims as 10-year projections, and 2050 skims as 20-year projections.

Walk Shape File

The project team obtained a walk shapefile from FTA for use in STOPS modeling.

Census Travel Demand Data

The project team used the 2012-2016 American Community Survey (ACS) Census Transportation Planning Products (CTPP) data prepared by the FTA at the state level for use in STOPS modeling.

The existing transit survey data did not meet STOPS input requirements, so it was used only to assess model performance in the calibration stage.

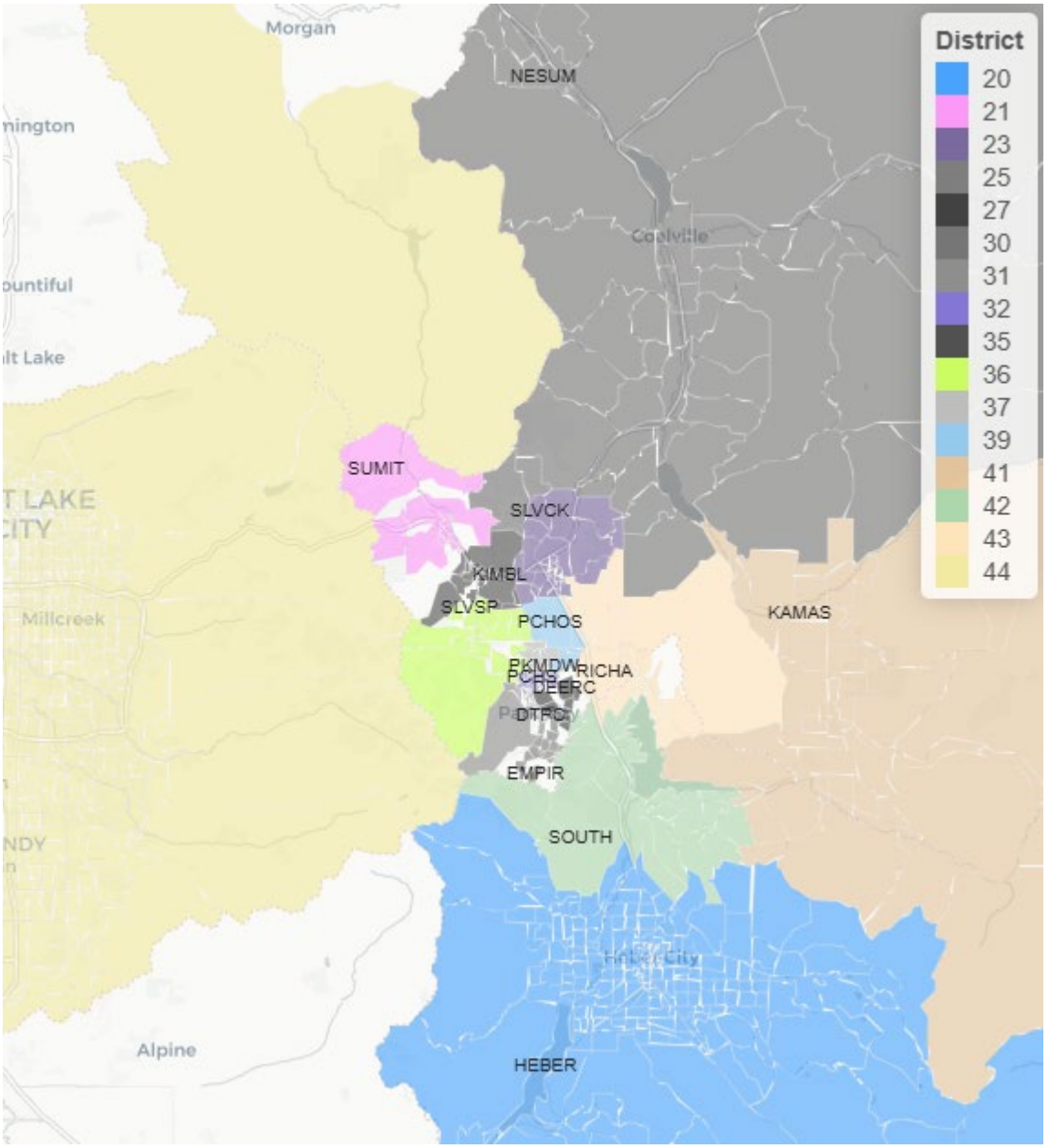
Zones

The project team used the MPO traffic analysis zones (TAZs) as the base zone system for STOPS modeling. These zones are more granular than the Census 2012-2016 ACS Zones. The project team then refined the zone system by selectively subdividing zones and removing uninhabited mountain areas from the zone system. Further subdivision increases geographical granularity in key areas such as downtown Park City and are intended to improve the modelling of transit access. Selective area removal prevents instances of population and employment placed in unrealistic areas.

Districts

Districts are groups of zones used for STOPS model calibration. Districts should generally observe natural and jurisdictional boundaries and represent areas with similar levels of transit service and accessibility. The zones and districts are shown in Figure 6.

FIGURE 6: MAP OF STOPS DISTRICTS



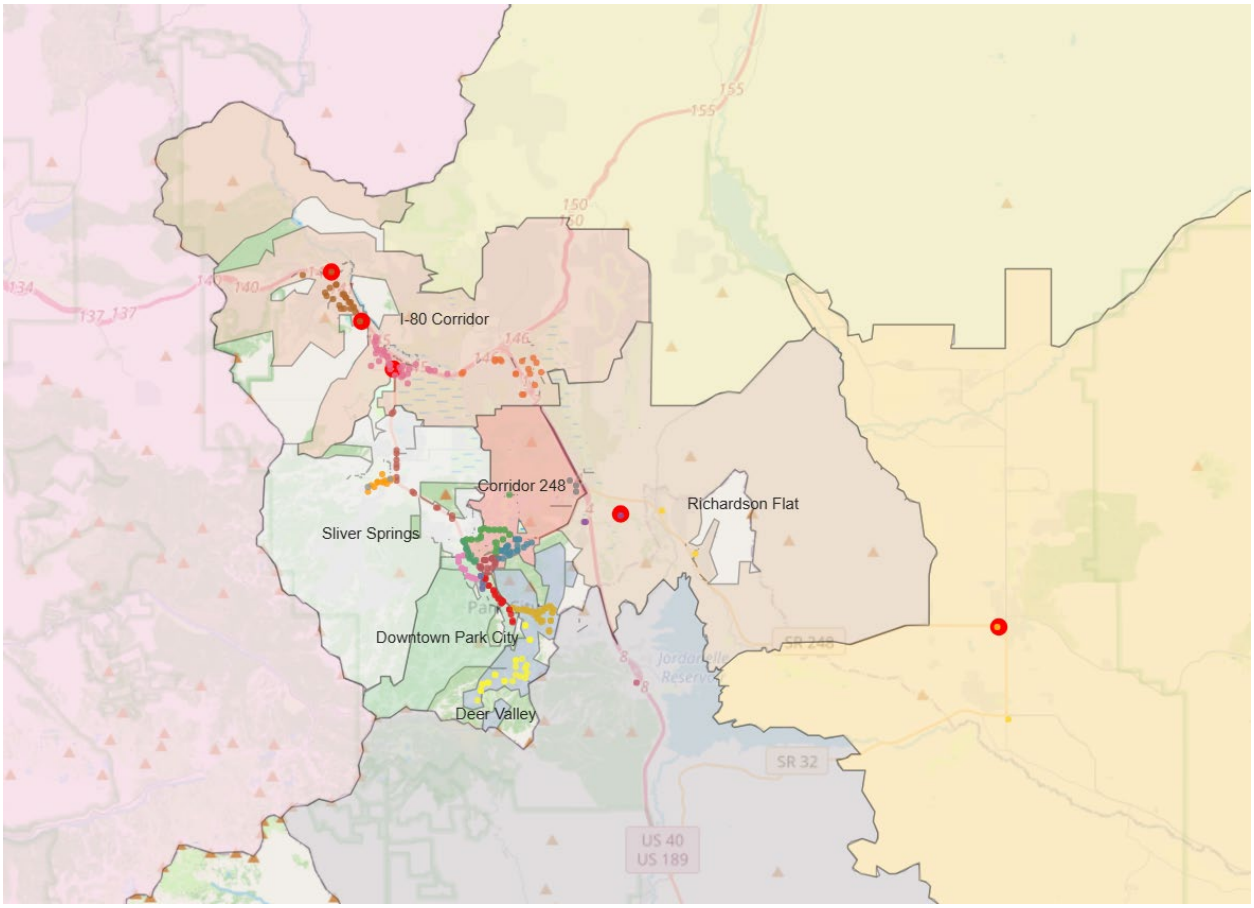
Superzones and Markets

The project team also developed “superzones,” which represent general geographical areas of interest and are used for reporting. Table 3 shows the correspondence of STOPS districts to superzones. Figure 7 shows the superzone structure used.

TABLE 3: SUPERZONE - DISTRICT CORRESPONDENCE TABLE

DISTRICT	DISTRICT NAME	SUPERZONE
20	HEBER	Heber-South
21	SUMIT	I-80 Corridor
23	SLVCK	I-80 Corridor
25	EMPIR	Deer Valley
27	DEERC	Deer Valley
30	NESUM	North
31	DTPC	Downtown Park City
32	PCHS	Corridor 248
35	KIMBL	I-80 Corridor
36	SLVSP	Silver Springs
37	PKMDW	Corridor 248
39	PCHOS	Corridor 248
41	KAMAS	Kamas
42	SOUTH	Heber-South
43	RICHA	Richardson Flat
44	SLC	Salt Lake City

FIGURE 7: MAP OF SUPERZONES USED FOR PRODUCTION-ATTRACTION TABLES



In addition to superzones, the project team further consolidated the superzone to superzone structure into “Markets.” These markets describe general transit flows in the region such as trips that start and end within park city or trips from Salt Lake City to the general downtown Park City and ski resort area. Table 4 shows the superzone combinations that define all of the markets.

TABLE 4: MARKET DEFINITIONS

SUPERZONE 1	SUPERZONE 2	MARKET
I-80 Corridor	Downtown Park City	I-80 (Kimball) - Park City/Resorts
I-80 Corridor	Corridor 248	I-80 (Kimball) - Park City/Resorts
I-80 Corridor	Silver Springs	I-80 (Kimball) - Park City/Resorts
I-80 Corridor	Deer Valley	I-80 (Kimball) - Park City/Resorts
Corridor 248	Downtown Park City	248 Corridor - Park City/Resorts
Corridor 248	Corridor 248	248 Corridor - Park City/Resorts
Corridor 248	Silver Springs	248 Corridor - Park City/Resorts
Corridor 248	Deer Valley	248 Corridor - Park City/Resorts
Downtown Park City	Downtown Park City	Within Downtown
Downtown Park City	Deer Valley	Downtown Park City - Resorts
Downtown Park City	Silver Springs	Downtown Park City - Resorts
Heber-South	Downtown Park City	Other - Park City/Resorts
Heber-South	Corridor 248	Other - Park City/Resorts
Heber-South	Silver Springs	Other - Park City/Resorts
Heber-South	Deer Valley	Other - Park City/Resorts
North	Downtown Park City	Other - Park City/Resorts
North	Corridor 248	Other - Park City/Resorts
North	Silver Springs	Other - Park City/Resorts
North	Deer Valley	Other - Park City/Resorts
Kamas	Downtown Park City	Other - Park City/Resorts
Kamas	Corridor 248	Other - Park City/Resorts
Kamas	Silver Springs	Other - Park City/Resorts
Kamas	Deer Valley	Other - Park City/Resorts
Richardson Flat	Downtown Park City	Richardson Flat - Park City/Resorts
Richardson Flat	Corridor 248	Richardson Flat - Park City/Resorts
Richardson Flat	Silver Springs	Richardson Flat - Park City/Resorts
Richardson Flat	Deer Valley	Richardson Flat - Park City/Resorts
Deer Valley	Deer Valley	Downtown Park City - Resorts
Silver Springs	Silver Springs	Downtown Park City - Resorts
I-80 Corridor	I-80 Corridor	Within I-80 Corridor
Salt Lake City	Downtown Park City	Salt Lake City - Park City/Resorts
Salt Lake City	Corridor 248	Salt Lake City - Park City/Resorts
Salt Lake City	Silver Springs	Salt Lake City - Park City/Resorts
Salt Lake City	Deer Valley	Salt Lake City - Park City/Resorts
Salt Lake City	Salt Lake City	SLC-Other
Salt Lake City	I-80 Corridor	SLC-Other
Salt Lake City	Heber-South	SLC-Other
Salt Lake City	Kamas	SLC-Other
Salt Lake City	Richardson Flat	SLC-Other

2.2 STOPS PARAMETERS AND CALIBRATION

Table 5 shows the parameters used for STOPS modeling. Most of the parameters are commonly used default values. Two significant modifications were made:

1. The partial fixed guideway setting is set to 0.2 for Exclusive-Lane Bus (ELB) and 0.7 for Light rail (LRT). These are commonly used values for these service types.

2. The Count Factor Limit is adjusted from 1.5 (default) to 5.0. This accounts for additional calibration typically required for synthetic models.

TABLE 5: STOPS PARAMETERS

STOPS PARAMETER	SETTING
STOPS Mode	1 (Synthetic)
CTPP Calibration Approach	02 Prod and Attraction Dist.
Group Calibration Approach	12 - OD Matrix Adj. (Rte&Stop)
GTFS Connectors	01 Default
Fraction of Transfer Penalty	1.0
Additional PNR Penalty	0.0
Full Fixed Guideway Setting	1.0
Partial Fixed Guideway Setting	0.2 for ELB, 0.7 for LRT
Ratio of Unlinked to Linked Transit Trips	1.4
Walk Weight	1.0
KNR Transit, PNR Transit, and PNR Bus	1.0
Auto Time Adjustment Factor	1.0
Auto Constant	0.0
PNR and Calibration Settings	v2.52 defaults
Count Factor Limit	5.0

The project team tested multiple model configurations containing different geographies. Initial modelling efforts include only Summit County and Wasatch County, and were unable to generate a reasonably calibrated model, particularly with respect to route counts and station group boardings. This is likely due to the limitations of using the 2012-2016 ACS CTPP instead of a transit survey for generating travel demand in STOPS modeling. The 2012-2016 ACS CTPP is a pre-COVID work-trip based approach that is not representative of the unique Park City travel market, which includes substantial leisure travel.

The project team found that including the travel demand of Salt Lake County led to a better calibration. This inclusion captured more trips from Salt Lake County to Park City, a key market for the Richardson Flat Park and Ride. However, it had the unintended effect of introducing travel demand within Salt Lake County into the project corridor and ridership forecast. These trips were obviously unreasonable and significantly impacted model outputs.

Recognizing the limitations of travel demand data, the project team determined that including Salt Lake County travel demand into STOPS modeling was necessary at this stage. Where possible, the project team removed trips within Salt Lake County from the results in this report.

The results, therefore, carry uncertainty and represent a high-level estimate of potential transit demand for early planning stages. Improved STOPS modeling is necessary for FTA CIG grant applications and other implementation efforts and should be conducted in the next phase of study.

Transit Market Comparison to Onboard Survey

The best known understanding of transit patterns (Origin location to Destination Location or Production Location to Attraction Location) comes from a systemwide survey conducted in 2019. This survey was not conducted with rigorous origin-destination study standards and therefore is not ideal to use as a reference for trip patterns. A primary issue is the origin and destination location questions were unclear and could have easily been understood as board and alight location. However, a comparison between the STOPS results and the survey is the best comparison we have for transit flows.

Table 6 shows the distribution of survey trips Park City markets in the modeled “existing scenario”. The modeled distribution of trips across Park City markets generally align with survey findings, with key markets being 248 Corridor – Park City, Downtown Park City – Resorts, and I-80 (Kimball) – Park City. The model has a much higher number of transit trips between zones that don’t include the downtown Park City area, particularly trips within the I-80 corridor and within the Silver Springs district. These trips likely didn’t register in the survey as most people answering the survey questions answered with their board/alight stop rather than the area from which they were actually coming from or going to, or may be a result of changes to the transit network between 2019 and 2025. The main takeaway from this comparison is that the model does a reasonable job representing the 3 largest non-other markets. Table 7 shows the full production/attraction table for the survey (realistically an origin-destination table) and Table 8 shows the full production/attraction table for the existing STOPS model.

TABLE 6: TRANSIT ORIGIN-DESTINATION DEMAND CALIBRATION

PARK CITY MARKETS	2019 SURVEY (WINTER WEEKDAY)		MODEL ESTIMATE (EXISTING CONDITION)	
I-80 (Kimball) - Park City/Resorts	92	23%	2,288	17%
Richardson Flat - Park City/Resorts	4	1%	194	1%
Salt Lake City - Park City/Resorts	1	0%	300	2%
Other - Park City/Resorts	7	2%	972	7%
248 Corridor - Park City/Resorts	113	28%	2,485	19%
Downtown Park City - Resorts	109	27%	2,643	20%
Within Downtown	45	11%	793	6%
Other (Intra-SLC trips removed)	31	8%	3,626	27%
Total	*402*	*100%*	*13,301*	*100%*

TABLE 7: SURVEY OD TABLE

PRODUCTION \ ATTRACTION SUPERZONE	NORTH	SALT LAKE CITY	I-80 CORRIDOR	SILVER SPRINGS	KAMAS	RICHARDSON FLAT	CORRIDOR 248	DOWNTOWN PARK CITY	DEER VALLEY	HEBER-SOUTH	*TOTAL*
North											*0*
Salt Lake City									1		*1*
I-80 Corridor			15	11	1	1	10	13	2		*53*
Silver Springs			15	5			6	15	1		*42*
Kamas							1				*1*
Richardson Flat											*0*
Corridor 248			9	2	2	2	9	15	8		*47*
Downtown Park City			11	15	2	2	37	45	24		*136*
Deer Valley			21	8	1		36	45	10		*121*
Heber-South							1				*1*
TOTAL	*0*	*0*	*71*	*41*	*6*	*5*	*100*	*133*	*46*	*0*	*402*

TABLE 8: EXISTING MODEL OD TABLE

PRODUCTION \ ATTRACTION SUPERZONE	NORTH	SALT LAKE CITY	I-80 CORRIDOR	SILVER SPRINGS	KAMAS	RICHARDSON FLAT	CORRIDOR 248	DOWNTOWN PARK CITY	DEER VALLEY	HEBER-SOUTH	*TOTAL*
North	0	15	64	176	1	2	16	40	41	0	*355*
Salt Lake City	0	-	50	54	0	0	27	38	31	7	*207*
I-80 Corridor	0	390	1,083	608	0	5	262	416	519	2	*3,285*
Silver Springs	0	40	315	1,296	4	0	336	882	431	0	*3,304*
Kamas	0	18	11	1	14	5	50	24	95	9	*227*
Richardson Flat	0	0	15	4	8	0	62	23	105	9	*226*
Corridor 248	0	56	36	348	0	0	417	76	470	0	*1,403*
Downtown Park City	0	44	79	306	0	0	630	793	712	0	*2,564*
Deer Valley	0	10	53	14	0	0	208	224	519	0	*1,028*
Heber-South	0	43	19	45	1	1	38	62	380	113	*702*
TOTAL	*0*	*616*	*1,725*	*2,852*	*28*	*13*	*2,046*	*2,578*	*3,303*	*140*	*13,301*

**Removed SLC-SLC trips*

3.0 EXISTING, NO-BUILD AND BUILD SCENARIOS

This section details the existing, no-build, and build GTFS networks used as inputs to the STOPS model.

3.1 EXISTING

The existing scenario represents the existing condition and is used for STOPS model calibration. The existing model year uses February 2025 transit services and ridership counts. This includes all existing winter PCT and HVT routes. The existing scenario does not include any proposed ELB/LRT improvements.

The project team obtained existing winter GTFS files from PCMC and HVT. The service day used for STOPS modeling is February 5, 2025 (Wednesday).

3.2 NO-BUILD

The no-build scenario in the current year is identical to the existing scenario. The 2045 horizon year no-build scenario retains the existing network and assumes no proposed improvements while accounting for population and employment growth alongside any changes to auto travel times between the base year and the future year. The no-build scenario serves as a counter-factual in evaluating the performance of the proposed improvements.

3.3 BUILD

The build scenarios reflect the proposed improvements both the current year and horizon year (2045). Four scenarios/alternatives are modeled, as listed in Table 9, covering two modes and two service headways for the proposed route. All alternatives have the same proposed route serving four stations: Richardson Flat Park & Ride, Park City High School, Bonanza and Prospector Ave, and Old Town Transit Center (OTTC).

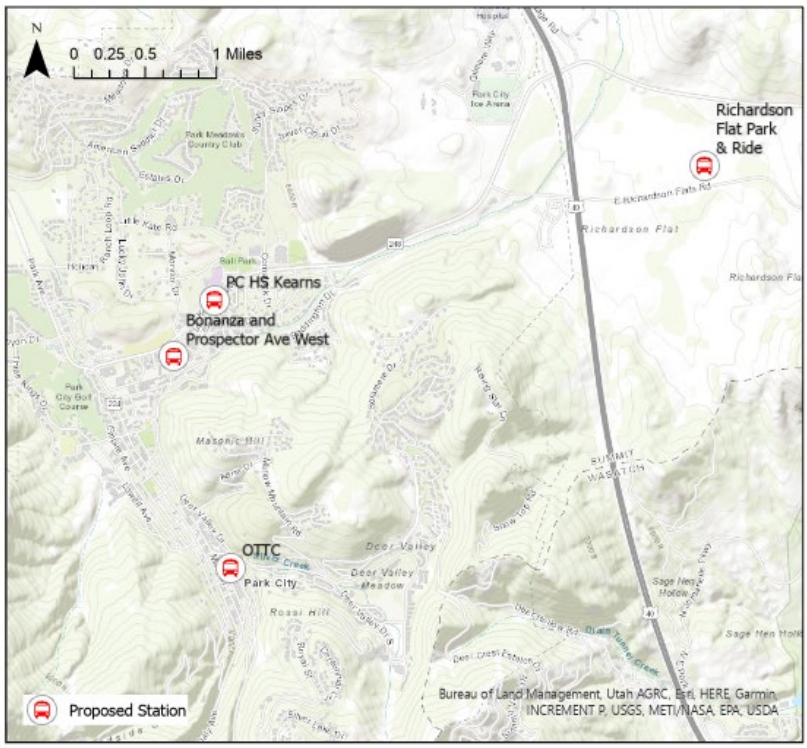
Exclusive Lane Bus (ELB) and Light Rail (LRT) services are assumed to have the same travel speed, covering the 4.7 mile route in 12-13 minutes between 6am and 11:30pm. STOPS accounts for their differences through the use of Partial Fixed Guideway (PFG) Factor, which is set of 0.2 for ELB and 0.7 for LRT. A higher PFG factor is used to represent a higher attractiveness of the service beyond travel speed. This encompasses factors typically associated with fixed guideway transit services such as more visibility to occasional travelers, reliability, improved amenities.

In all the build scenarios, the existing PCT Route 6 is assumed to be replaced by the improved service. Project station locations are displayed on a map in Figure 8.

TABLE 9: BUILD ALTERNATIVES

MAJOR FEATURE	ALT 1: ELB10	ALT 2: LRT10	ALT 3: ELB30	ALT 4: LRT30
Mode	ELB	LRT	ELB	LRT
Partial Fixed Guideway Factor	0.2	0.7	0.2	0.7
Headway	10 mins	10 mins	30 mins	30 mins
Richardson Flat to OTTC Travel Time	13 mins	13 mins	13 mins	13 mins
OTTC to Richardson Flat Travel Time	12 mins	12 mins	12 mins	12 mins

FIGURE 8: PROJECT STATION LOCATIONS (SAME FOR ALL ALTERNATIVES)



4.0 RIDERSHIP RESULTS

This section includes STOPS model results for the 2025 base year and the 2045 future year. Table 10 and Table 14 outline high-level ridership statistics in the 2025 base year and 2045 future year for all four build alternatives. Intra-Salt City Lake trips were manually removed from these statistics (around 700 unlinked trips and 1,400 linked trips).

The model results represent average daily ridership in the month of February, the peak month for ridership in Park City.

The model results suggest that the project would carry 800-3,400 average weekday riders in the existing year and 900-3,200 average weekday riders in the future year depending on the scenario. More than half of these trips are from existing transit riders who switched from another route. The model suggests that the project would generate 100-1,040 new riders in the existing year and 110 - 990 new riders in the future year.

Model results are more dependent on the transit mode than frequency. Both LRT alternatives are projected to carry more riders than either of the ELB alternatives, and LRT alternatives are expected to generate a higher proportion of new riders. This result relies on the assumption that LRT is more desirable than ELB even when they have the same travel time and frequency. It should be noted that the model was not calibrated using any non-bus fixed-guideway ridership counts. The model may overestimate the impact of LRT desirability on ridership.

The following is a description of each metric reported for analysis:

- Linked Transit Trips represent the total number of projected transit trips, inclusive of Park City Transit, High Valley Transit, Canyon Village Chair Lift, and exclusive of other transit operators, and any projects trips traveling both to and from Salt Lake City.
- Unlinked Transit Trips represent the number of projected boardings across all included transit services.
- Incremental Transit Trips measure the difference in transit trips between the no-build scenario and the build scenario. This represents the additional transit trips induced by the proposed project.
- “Linked Trips on Project” measures the number of trips on the proposed project. This includes both new riders and existing riders that would switch from another route (such as PCT Route 6).

While the results provide high level analysis of project ridership, the project team strongly recommends developing a model that is based on a quality onboard origin-destination survey to refine these results.

4.1 CURRENT YEAR RESULTS

This section presents ridership results for the current year scenarios. Current year high level results are located in Table 10, while Table 11 shows current year results by markets, and Table 12 contains current year results by route. Current year project STOPS boardings can be found in Table 13.

TABLE 10: CURRENT YEAR HIGH LEVEL RESULTS

2025 AVERAGE WEEKDAY RESULTS	ELB10	LRT10	ELB30	LRT30
Linked Transit Trips*	13,500	14,346	13,399	14,023
Unlinked Transit Trips*	19,742	21,262	19,573	20,419
Incremental Transit Trips: Linked*	190	1,040	100	720
Incremental Transit Trips: Unlinked*	300	1,800	100	1,000
Linked Trips on Project*	1,600	3,400	800	2,400
Change in Vehicle-Miles*	-189	-1,429	-87	-730

**Removed SLC-SLC trips*

TABLE 11: CURRENT YEAR RESULTS BY MARKETS (10 MINUTE HEADWAY SCENARIOS)

PARK CITY MARKETS	SURVEY	EXISTING MODEL	NO-BUILD	ELB 10 INCREMENTAL	ELB10 ON PROJECT	LRT10 INCREMENTAL	LRT10 ON PROJECT
I-80 (Kimball) - Park City/Resorts	92	2,288	2,288	17	144	132	425
Richardson Flat - Park City/Resorts	4	194	194	14	78	55	136
Salt Lake City - Park City/Resorts	1	300	300	5	99	56	162
Other - Park City/Resorts	7	972	972	83	543	306	903
248 Corridor - Park City/Resorts	113	2,485	2,485	63	659	386	1,361
Downtown Park City - Resorts	109	2,643	2,643	2	14	40	158
Within Downtown	45	793	793	0	2	5	18
Other	31	3,626	3,626	6	109	55	192
Total	*402*	*13,301*	*13,301*	*190*	***1,648***	*1,035*	***3,355***

**Removed SLC-SLC trips*

TABLE 12: CURRENT YEAR RESULTS BY ROUTE

ROUTE NAME	COUNT	EXISTING	NO BUILD CURRENT	ELB10 CURRENT	LRT10 CURRENT	ELB30 CURRENT	LRT30 CURRENT
--lift-Ski Lift	0	2,110	2,110	2,092	2,096	2,104	2,104
--1-Prospector Square / Deer V	2,259	2,076	2,076	1,931	1,739	1,986	1,758
--101-Spiro / 224 Local	2,503	2,729	2,729	2,680	2,709	2,731	2,667
--102-Gateway / Kamas Valley C	56	152	152	132	124	140	131
--103-Kimball Junction Circula	318	281	281	281	281	281	281
--103B-Kimball Junction Circul	28	13	13	13	13	13	13
--104-Bitner Connector	494	385	385	385	382	385	383
--105-Canyons Village Shuttle	417	196	196	196	196	196	196
--106-Wasatch Back Connector	267	294	294	300	299	300	301
--107-PC-SLC Commuter	342	1,979	1,979	2,017	2,210	2,007	2,092
--108-Silver Creek Village	337	680	680	690	692	676	667
--10X-The High Line	2,386	2,358	2,358	2,629	2,624	2,612	2,561
--Trolley	205	202	202	203	200	202	200
--2-Park Meadows / Thaynes / D	1,299	1,087	1,087	889	801	1,045	887
--20-Meadows Dr. / Royal St.	87	86	86	76	75	82	81
--109-Snowball Express	525	599	599	297	290	314	309
--3-Thaynes / Park Meadows / D	1,065	1,029	1,029	933	815	994	858
--4-Silver Lake	393	388	388	455	560	454	566
--5-Prospector Square / Deer V	1,022	986	986	937	796	930	790
--50-Prospector Sq / Deer Vall	509	471	471	326	219	377	247
--06 ELB	0	0	0	2,111		1,139	
--6-Richardson Flat / Old Town	74	274	274	0	0	0	0
--7-Richardson Flat / PC Mtn.	867	992	992	326	245	666	616
--8-Richardson Flat / Deer Val	460	459	459	212	174	333	272
--9-Empire Canyon	311	294	294	318	349	293	292
--90-Citywide	58	0	0	0	0	0	0
--06 LRT	0	0	0		4,061		2,832

TABLE 13: CURRENT YEAR PROJECT STOP BOARDINGS

STATION BOARDINGS	ELB10	LRT10	ELB30	LRT30
Richardson Flat Park and Ride	469	918	283	684
PC HS	198	437	130	346
Bonanza and Prospect	319	701	123	513
OTTC	665	1,304	293	899
Total	1,651	3,359	828	2,442

**Removed SLC-SLC trips*

4.2 HORIZON YEAR RESULTS

This section presents ridership results for the horizon year (2045) scenarios. In terms of trips on project and incremental trips, horizon year results do not differ drastically from current year results. This is somewhat unexpected, and it is likely that to produce better results, a more robust incremental STOPS model application based on a recent origin-destination survey may be needed.

TABLE 14: HORIZON YEAR HIGH LEVEL RESULTS

2045 AVERAGE WEEKDAY RESULTS	ELB10	LRT10	ELB30	LRT30
Linked Transit Trips*	15,219	16,012	15,120	15,714
Unlinked Transit Trips*	22,250	23,942	22,109	23,062
Incremental Transit Trips: Linked*	200	990	110	690
Incremental Transit Trips: Unlinked*	300	2,000	200	1,100
Linked Trips on Project*	1,600	3,200	900	2,300
Change in Vehicle-Miles*	-800	-2,789	-479	-1,761

**Removed SLC-SLC trips*

TABLE 15: HORIZON YEAR RESULTS BY MARKET

PARK CITY MARKETS	SURVEY	EXISTING MODEL	NO-BUILD	ELB 10 INCREMENTAL	ELB10 ON PROJECT	LRT10 INCREMENTAL	LRT10 ON PROJECT
I-80 (Kimball) - Park City/Resorts	92	2,288	2,427	11	102	86	294
Richardson Flat - Park City/Resorts	4	194	226	14	92	62	167
Salt Lake City - Park City/Resorts	1	300	360	3	77	42	129
Other - Park City/Resorts	7	972	1,234	123	763	421	1,234
248 Corridor - Park City/Resorts	113	2,485	2,754	43	455	274	956
Downtown Park City - Resorts	109	2,643	2,352	1	16	36	137
Within Downtown	45	793	895	0	2	5	20
Other	31	3,626	4,767	8	126	67	225
Total	*402*	*13,301*	*15,015*	*203*	***1,633***	*993*	***3,162***

**Removed SLC-SLC trips*

TABLE 16: HORIZON YEAR RESULTS BY ROUTE

ROUTE NAME	COUNT	EXISTING	NO BUILD (HORIZON YEAR 2045)	ELB10 (HORIZON YEAR 2045)	LRT10 (HORIZON YEAR 2045)	ELB30 (HORIZON YEAR 2045)	LRT30 (HORIZON YEAR 2045)
--lift-Ski Lift	0	2,110	3,027	3,003	3,006	3,020	3,020
--1-Prospector Square / Deer V	2,259	2,076	3,150	2,932	2,780	3,021	2,818
--101-Spiro / 224 Local	2,503	2,729	2,738	2,695	2,765	2,753	2,702
--102-Gateway / Kamas Valley C	56	152	158	139	132	147	138
--103-Kimball Junction Circula	318	281	330	330	330	330	330
--103B-Kimball Junction Circul	28	13	19	19	19	19	19
--104-Bitner Connector	494	385	315	315	312	315	313
--105-Canyons Village Shuttle	417	196	217	217	217	217	217
--106-Wasatch Back Connector	267	294	339	346	344	347	348
--107-PC-SLC Commuter	342	1,979	2,288	2,333	2,558	2,320	2,416
--108-Silver Creek Village	337	680	769	774	775	766	759
--10X-The High Line	2,386	2,358	2,824	3,191	3,239	3,145	3,145
--Trolley	205	202	214	214	212	214	213
--2-Park Meadows / Thaynes / D	1,299	1,087	886	776	709	854	760
--20-Meadows Dr. / Royal St.	87	86	65	47	47	49	49
--109-Snowball Express	525	599	565	253	253	261	262
--3-Thaynes / Park Meadows / D	1,065	1,029	852	767	679	827	709
--4-Silver Lake	393	388	325	439	636	438	640
--5-Prospector Square / Deer V	1,022	986	1,005	973	803	970	797
--50-Prospector Sq / Deer Vall	509	471	327	229	152	259	170
--06 ELB	0	0	0	2,139		1,243	
--6-Richardson Flat / Old Town	74	274	368	0	0	0	0
--7-Richardson Flat / PC Mtn.	867	992	1,165	394	296	780	722
--8-Richardson Flat / Deer Val	460	459	526	261	231	373	316
--9-Empire Canyon	311	294	217	237	262	216	215
--90-Citywide	58	0	0	0	0	0	0
--06 LRT	0	0	0		3,958		2,755

TABLE 17: HORIZON YEAR PROJECT STOP BOARDINGS

STATION BOARDINGS	ELB10 (2045)	LRT10 (2045)	ELB30 (2045)	LRT30 (2045)
Richardson Flat Park and Ride	565	1,052	366	802
PC HS	150	334	99	254
Bonanza and Prospect	245	539	99	396
OTTC	675	1,252	347	881
Total	1,634	3,177	910	2,332

**Removed SLC-SLC trips*

4.3 DETAILED CURRENT YEAR PRODUCTION-ATTRACTION TABLES

This section includes superzone to superzone production-attraction tables for the current year results. Future year results are not included in this section because the patterns do not differ enough for such results to add value.

Table 18 through Table 21 show Linked Trips on Project for each of the scenarios. “Linked Trips on Project” measures the number of trips on the proposed project. This includes both new riders and existing riders that would switch from another route (such as PCT Route 6).

TABLE 18: CURRENT YEAR LINKED TRIPS ON PROJECT ELB 10

PRODUCTION \ ATTRACTION SUPERZONE	NORTH	SALT LAKE CITY	I-80 CORRIDOR	SILVER SPRINGS	KAMAS	RICHARDSON FLAT	CORRIDOR 248	DOWNTOWN PARK CITY	DEER VALLEY	HEBER-SOUTH	*TOTAL*
North	0	3	6	2	1	1	17	29	22	1	*82*
Salt Lake City	0	-	26	20	0	0	28	26	25	8	*133*
I-80 Corridor	0	0	0	0	0	1	84	33	25	0	*143*
Silver Springs	0	0	0	0	0	0	21	13	4	0	*38*
Kamas	0	4	9	1	4	0	40	27	69	4	*158*
Richardson Flat	0	0	3	2	0	0	27	20	29	3	*84*
Corridor 248	0	0	2	1	0	0	63	24	188	0	*278*
Downtown Park City	0	0	0	0	0	0	300	2	0	0	*302*
Deer Valley	0	0	0	0	0	0	62	1	0	0	*63*
Heber-South	0	15	9	6	1	0	24	72	234	6	*367*
TOTAL	*0*	*22*	*55*	*32*	*6*	*2*	*666*	*247*	*596*	*22*	*1,648*

**Removed SLC-SLC trips*

TABLE 19: CURRENT YEAR LINKED TRIPS ON PROJECT LRT 10

PRODUCTION \ ATTRACTION SUPERZONE	NORTH	SALT LAKE CITY	I-80 CORRIDOR	SILVER SPRINGS	KAMAS	RICHARDSON FLAT	CORRIDOR 248	DOWNTOWN PARK CITY	DEER VALLEY	HEBER-SOUTH	*TOTAL*
North	0	7	8	3	1	1	28	56	42	1	*147*
Salt Lake City	0	-	37	28	0	0	43	54	37	9	*208*
I-80 Corridor	0	0	0	0	0	2	168	147	106	0	*423*
Silver Springs	0	0	0	0	0	0	48	102	24	0	*174*
Kamas	0	8	14	1	5	0	60	45	114	6	*253*
Richardson Flat	0	0	6	3	0	0	45	35	53	7	*149*
Corridor 248	0	0	4	2	0	0	223	48	360	0	*637*
Downtown Park City	0	0	0	0	0	0	521	18	19	0	*558*
Deer Valley	0	0	0	0	0	0	159	18	19	0	*196*
Heber-South	0	33	13	11	1	0	39	103	401	9	*610*
TOTAL	*0*	*48*	*82*	*48*	*7*	*3*	*1,334*	*626*	*1,175*	*32*	*3,355*

**Removed SLC-SLC trips*

TABLE 20: CURRENT YEAR LINKED TRIPS ON PROJECT ELB 30

PRODUCTION \ ATTRACTION SUPERZONE	NORTH	SALT LAKE CITY	I-80 CORRIDOR	SILVER SPRINGS	KAMAS	RICHARDSON FLAT	CORRIDOR 248	DOWNTOWN PARK CITY	DEER VALLEY	HEBER-SOUTH	*TOTAL*
North	0	1	2	1	1	1	13	23	13	1	*56*
Salt Lake City	0	-	10	2	0	0	21	15	10	8	*66*
I-80 Corridor	0	0	0	0	0	1	56	16	4	0	*77*
Silver Springs	0	0	0	0	0	0	23	7	1	0	*31*
Kamas	0	2	0	0	3	0	33	23	30	4	*95*
Richardson Flat	0	0	1	0	0	0	21	17	18	3	*60*
Corridor 248	0	0	0	0	0	0	45	18	43	0	*106*
Downtown Park City	0	0	0	0	0	0	79	1	0	0	*80*
Deer Valley	0	0	0	0	0	0	33	1	0	0	*34*
Heber-South	0	3	2	2	1	0	18	63	130	6	*225*
TOTAL	*0*	*6*	*15*	*5*	*5*	*2*	*342*	*184*	*249*	*22*	*830*

**Removed SLC-SLC trips*

TABLE 21: CURRENT YEAR LINKED TRIPS ON PROJECT LRT 30

PRODUCTION \ ATTRACTION SUPERZONE	NORTH	SALT LAKE CITY	I-80 CORRIDOR	SILVER SPRINGS	KAMAS	RICHARDSON FLAT	CORRIDOR 248	DOWNTOWN PARK CITY	DEER VALLEY	HEBER-SOUTH	*TOTAL*
North	0	1	3	1	1	1	24	51	32	1	*115*
Salt Lake City	0	-	12	3	0	1	38	46	23	9	*132*
I-80 Corridor	0	0	0	0	0	2	133	118	73	0	*326*
Silver Springs	0	0	0	0	0	0	54	81	13	0	*148*
Kamas	0	2	1	1	4	0	55	40	69	6	*178*
Richardson Flat	0	0	2	1	0	0	41	32	36	7	*119*
Corridor 248	0	0	0	0	0	0	188	40	193	0	*421*
Downtown Park City	0	0	0	0	0	0	373	12	17	0	*402*
Deer Valley	0	0	0	0	0	0	129	13	16	0	*158*
Heber-South	0	5	3	3	1	0	34	92	296	9	*443*
TOTAL	*0*	*8*	*21*	*9*	*6*	*4*	*1,069*	*525*	*768*	*32*	*2,442*

**Removed SLC-SLC trips*

Table 22 through Table 25 show Incremental Linked Trips for each of the scenarios. Incremental Linked Trips measure the difference in linked transit trips between the no-build scenario and the build scenario. This represents the additional transit trips induced by the proposed project.

TABLE 22: CURRENT YEAR INCREMENTAL LINKED TRIPS ELB 10

PRODUCTION \ ATTRACTION SUPERZONE	NORTH	SALT LAKE CITY	I-80 CORRIDOR	SILVER SPRINGS	KAMAS	RICHARDSON FLAT	CORRIDOR 248	DOWNTOWN PARK CITY	DEER VALLEY	HEBER-SOUTH	*TOTAL*
North	0	0	0	0	0	0	4	4	3	0	*11*
Salt Lake City	0	-	0	-9	0	0	5	5	4	1	*6*
I-80 Corridor	0	0	0	0	0	0	13	3	1	0	*17*
Silver Springs	0	0	0	0	0	0	2	2	-1	0	*3*
Kamas	0	0	1	0	1	0	5	9	13	1	*30*
Richardson Flat	0	0	0	-1	0	0	4	7	4	0	*14*
Corridor 248	0	0	0	0	0	0	8	3	13	0	*24*
Downtown Park City	0	0	0	0	0	0	31	0	0	0	*31*
Deer Valley	0	0	0	0	0	0	6	0	0	0	*6*
Heber-South	0	1	0	-5	0	0	4	17	29	2	*48*
TOTAL	*0*	*1*	*1*	*-15*	*1*	*0*	*82*	*50*	*66*	*4*	*190*

**Removed SLC-SLC trips*

TABLE 23: CURRENT YEAR INCREMENTAL LINKED TRIPS LRT 10

PRODUCTION \ ATTRACTION SUPERZONE	NORTH	SALT LAKE CITY	I-80 CORRIDOR	SILVER SPRINGS	KAMAS	RICHARDSON FLAT	CORRIDOR 248	DOWNTOWN PARK CITY	DEER VALLEY	HEBER-SOUTH	*TOTAL*
North	0	3	3	1	0	0	12	22	13	0	*54*
Salt Lake City	0	-	8	-1	0	0	19	24	14	1	*65*
I-80 Corridor	0	0	0	0	0	1	64	45	22	0	*132*
Silver Springs	0	0	0	0	0	0	13	29	4	0	*46*
Kamas	0	2	5	0	2	0	22	24	42	2	*99*
Richardson Flat	0	0	1	0	0	0	20	20	15	2	*58*
Corridor 248	0	0	1	0	0	0	68	16	69	0	*154*
Downtown Park City	0	0	0	0	0	0	172	5	3	0	*180*
Deer Valley	0	0	0	0	0	0	48	5	3	0	*56*
Heber-South	0	12	4	-2	0	0	15	46	111	5	*191*
TOTAL	*0*	*17*	*22*	*-2*	*2*	*1*	*453*	*236*	*296*	*10*	*1,035*

**Removed SLC-SLC trips*

TABLE 24: CURRENT YEAR INCREMENTAL LINKED TRIPS ELB 30

PRODUCTION \ ATTRACTION SUPERZONE	NORTH	SALT LAKE CITY	I-80 CORRIDOR	SILVER SPRINGS	KAMAS	RICHARDSON FLAT	CORRIDOR 248	DOWNTOWN PARK CITY	DEER VALLEY	HEBER-SOUTH	TOTAL
North	0	0	0	0	0	0	2	2	1	0	*5*
Salt Lake City	0	-	-1	-4	0	0	3	3	2	1	*4*
I-80 Corridor	0	0	0	0	0	0	9	1	0	0	*10*
Silver Springs	0	0	0	0	0	0	2	1	-1	0	*2*
Kamas	0	0	0	0	0	0	3	6	4	1	*14*
Richardson Flat	0	0	0	0	0	0	2	5	3	0	*10*
Corridor 248	0	0	0	0	0	0	6	3	2	0	*11*
Downtown Park City	0	0	0	0	0	0	6	0	0	0	*6*
Deer Valley	0	0	0	0	0	0	3	0	0	0	*3*
Heber-South	0	1	0	-2	0	0	2	11	16	2	*30*
TOTAL	*0*	*1*	*-1*	*-6*	*0*	*0*	*38*	*32*	*27*	*4*	*95*

**Removed SLC-SLC trips*

TABLE 25: CURRENT YEAR INCREMENTAL LINKED TRIPS LRT 30

PRODUCTION \ ATTRACTION SUPERZONE	NORTH	SALT LAKE CITY	I-80 CORRIDOR	SILVER SPRINGS	KAMAS	RICHARDSON FLAT	CORRIDOR 248	DOWNTOWN PARK CITY	DEER VALLEY	HEBER-SOUTH	TOTAL
North	0	0	1	0	0	0	11	19	10	0	*41*
Salt Lake City	0	-	1	-3	0	0	16	18	7	1	*40*
I-80 Corridor	0	0	0	0	0	1	50	34	14	0	*99*
Silver Springs	0	0	0	0	0	0	14	21	2	0	*37*
Kamas	0	1	0	0	2	0	19	20	25	2	*69*
Richardson Flat	0	0	0	0	0	0	17	17	10	2	*46*
Corridor 248	0	0	0	0	0	0	56	13	31	0	*100*
Downtown Park City	0	0	0	0	0	0	103	3	3	0	*109*
Deer Valley	0	0	0	0	0	0	36	3	3	0	*42*
Heber-South	0	2	0	-2	0	0	13	37	78	5	*133*
TOTAL	*0*	*3*	*2*	*-5*	*2*	*1*	*335*	*185*	*183*	*10*	*716*

**Removed SLC-SLC trips*

Table 26 through Table 29 show change in vehicle miles traveled (VMT) for each of the scenarios. STOPS calculates change in VMT based on a reduction in transit trips – assuming that the trip would have been made with driving if it were not made in transit. The VMT is calculated based on incremental transit trips and is therefore the change in VMT between the no-build and build scenarios.

TABLE 26: CURRENT YEAR CHANGE IN VMT ELB 10

PRODUCTION \ ATTRACTION SUPERZONE	NORTH	SALT LAKE CITY	I-80 CORRIDOR	SILVER SPRINGS	KAMAS	RICHARDSON FLAT	CORRIDOR 248	DOWNTOWN PARK CITY	DEER VALLEY	HEBER-SOUTH	*TOTAL*
North	0	-4	-1	1	-1	1	-19	40	-13	-3	*1*
Salt Lake City	0	-	27	-57	0	6	20	90	77	-3	*160*
I-80 Corridor	0	0	0	0	-1	0	141	148	130	0	*418*
Silver Springs	0	0	0	0	0	0	15	19	-20	0	*14*
Kamas	0	-5	-5	-1	3	1	-6	-59	-119	8	*-183*
Richardson Flat	0	0	-1	6	0	0	-23	-35	-30	-4	*-87*
Corridor 248	0	0	0	0	0	0	-5	-7	-43	0	*-55*
Downtown Park City	0	0	0	0	0	0	-45	1	0	0	*-44*
Deer Valley	0	0	0	0	0	0	-21	0	0	0	*-21*
Heber-South	0	-26	0	13	-1	0	-2	-136	-274	15	*-411*
TOTAL	*0*	*-35*	*20*	*-38*	*0*	*8*	*55*	*61*	*-292*	*13*	*-208*

**Removed SLC-SLC trips*

TABLE 27: CURRENT YEAR CHANGE IN VMT LRT 10

PRODUCTION \ ATTRACTION SUPERZONE	NORTH	SALT LAKE CITY	I-80 CORRIDOR	SILVER SPRINGS	KAMAS	RICHARDSON FLAT	CORRIDOR 248	DOWNTOWN PARK CITY	DEER VALLEY	HEBER-SOUTH	*TOTAL*
North	0	-30	-9	-6	-2	0	-83	-21	-73	-6	*-230*
Salt Lake City	0	-	134	-1	0	6	60	204	107	-5	*505*
I-80 Corridor	0	0	0	0	-2	-2	180	543	463	-1	*1,181*
Silver Springs	0	0	0	0	1	0	42	180	5	0	*228*
Kamas	0	-37	-43	-3	8	1	-77	-177	-407	3	*-732*
Richardson Flat	0	-1	-23	-1	0	0	-94	-104	-111	-29	*-363*
Corridor 248	0	0	-8	-1	0	0	-38	-29	-201	0	*-277*
Downtown Park City	0	0	0	0	0	0	-250	25	2	0	*-223*
Deer Valley	0	0	0	0	0	0	-146	9	4	0	*-133*
Heber-South	0	-208	-9	9	-2	0	-10	-355	-990	37	*-1,528*
TOTAL	*0*	*-276*	*42*	*-3*	*3*	*5*	*-416*	*275*	*-1,201*	*-1*	*-1,572*

**Removed SLC-SLC trips*

TABLE 28: CURRENT YEAR CHANGE IN VMT ELB 30

PRODUCTION \ ATTRACTION SUPERZONE	NORTH	SALT LAKE CITY	I-80 CORRIDOR	SILVER SPRINGS	KAMAS	RICHARDSON FLAT	CORRIDOR 248	DOWNTOWN PARK CITY	DEER VALLEY	HEBER-SOUTH	*TOTAL*
North	0	-1	1	2	0	1	-10	27	-14	-3	*3*
Salt Lake City	0	-	-12	-25	0	0	11	46	53	-3	*70*
I-80 Corridor	0	0	0	0	0	0	133	73	18	0	*224*
Silver Springs	0	0	0	0	0	0	5	5	-24	0	*-14*
Kamas	0	-3	3	0	1	1	1	-43	-36	8	*-68*
Richardson Flat	0	0	0	3	0	0	-13	-24	-21	-4	*-59*
Corridor 248	0	0	1	1	0	0	-3	-6	-12	0	*-19*
Downtown Park City	0	0	0	0	0	0	-9	0	0	0	*-9*
Deer Valley	0	0	0	0	0	0	-11	0	0	0	*-11*
Heber-South	0	-9	-2	13	0	0	-1	-84	-145	15	*-213*
TOTAL	*0*	*-13*	*-9*	*-6*	*1*	*2*	*103*	*-6*	*-181*	*13*	*-96*

**Removed SLC-SLC trips*

TABLE 29: CURRENT YEAR CHANGE IN VMT LRT 30

PRODUCTION \ ATTRACTION SUPERZONE	NORTH	SALT LAKE CITY	I-80 CORRIDOR	SILVER SPRINGS	KAMAS	RICHARDSON FLAT	CORRIDOR 248	DOWNTOWN PARK CITY	DEER VALLEY	HEBER-SOUTH	*TOTAL*
North	0	-5	-2	-1	-1	0	-69	-16	-58	-6	*-158*
Salt Lake City	0	-	3	-16	0	-3	50	173	74	-5	*276*
I-80 Corridor	0	0	0	0	-1	-2	230	447	325	-1	*998*
Silver Springs	0	0	0	0	1	0	8	153	-8	0	*154*
Kamas	0	-15	1	-2	6	1	-64	-149	-222	3	*-441*
Richardson Flat	0	-1	-7	1	0	0	-79	-87	-80	-29	*-282*
Corridor 248	0	0	1	1	0	0	-25	-23	-101	0	*-147*
Downtown Park City	0	0	0	0	0	0	-151	16	-2	0	*-137*
Deer Valley	0	0	0	0	0	0	-107	8	2	0	*-97*
Heber-South	0	-40	-8	9	-1	0	-8	-284	-674	37	*-969*
TOTAL	*0*	*-61*	*-12*	*-8*	*4*	*-4*	*-215*	*238*	*-744*	*-1*	*-803*

**Removed SLC-SLC trips*

5.0 CONCLUSIONS

This section summarizes the main conclusions from this modelling process. STOPS modeling in the Park City area was relatively difficult, primarily due to the lack of sufficient on-board origin-destination study. Because of this, the models needed to rely on STOPS synthetic mode which relies on the CTPP journey-to-work transit flows in the Park City area. These flows are problematic for several reasons including (1) they represent the time period from 2012-2016, nearly 10 years ago, (2) they are based on work travel which may be less relevant to the Park City transit system and (3) the FTA has started to suggest that project sponsors do not use the synthetic mode of STOPS. That said, the models produced here reasonably represent current transit patterns to the best of our understanding particularly as related to existing route counts.

Overall, the synthetic STOPS model provides a reasonable representation of observed transit activity in the study area for early planning purposes. Using recent route- and stop-level ridership counts, the model generally replicates existing route totals and stop boardings, supporting its use for high-level comparisons across alternatives.

At the market level, modeled origin–destination patterns generally align with the 2019 winter survey for the largest transit flows. However, this comparison should be interpreted cautiously because the survey questions did not clearly distinguish between origin/destination locations and board/alight locations, which may contribute to differences between the survey and modeled results.

The model is less reliable for behavioral dimensions that were not well supported by available data or are not well represented by synthetic demand inputs. In particular, trip purpose is not well captured, given that Park City travel includes substantial seasonal and leisure travel that may not align with STOPS' regionally calibrated assumptions and the survey's trip-purpose questions were not collected to origin–destination study standards. Similarly, access mode results should be interpreted with caution because the model was not calibrated to access mode, and the available survey data did not provide a robust basis for doing so.

Finally, the modeling configuration that best matched observed conditions required including Salt Lake County demand, which introduced some unreasonable intra-Salt Lake City trips. These were removed from reported summaries where feasible, but their presence underscores the uncertainty associated with the synthetic approach and reinforces that results should be treated as high-level estimates suitable for early-stage planning.

The main takeaways from the STOPS modeling process should be as follows:

- This modeling effort is likely not rigorous enough to submit results for FTA funding
- A future model should be built with a quality on board origin destination study underpinning a STOPS model incremental mode

- The trips-on-project and incremental trips results are likely reasonable. The study team believes this to be true because the majority of the trips-on-project are generally replacing existing transit trips, and the trips patterns in the exiting model, particularly around Park City, reasonably approximate the trip patterns from the OD survey. A small amount of incremental trips should be expected, as the new service will be faster, more frequent and perceived as better than existing service.
- The model should not be interpreted as having a great picture of the park and ride landscape, including the amount of park and ride vs drop-off trips and the origin locations of Park and Ride trips.

APPENDIX D: PRELIMINARY CAPITAL AND OPERATING COSTS

Horrocks.

Re-create 248 Transit Study
Summary of ROM Capital Cost Estimates by Alternative
12/1/2025

	Light Rail (Center-Running)	Exclusive-Lane Bus (Center-Running)	Exclusive-Lane Bus (Side-Running)
Base Construction Cost for 2030 construction year (includes 30% contingency)	$387,000,000.00	$317,000,000.00	$233,000,000.00
Construction Cost per Mile Low Range (2030 Construction Year)	$65,000,000.00	$53,000,000.00	$39,000,000.00
Construction Cost per Mile High Range (2030 Construction Year)	$121,000,000.00	$99,000,000.00	$73,000,000.00
Construction Cost Low Range (2030 Construction Year)	$291,000,000.00	$238,000,000.00	$175,000,000.00
Construction Cost High Range (2030 Construction Year)	$542,000,000.00	$444,000,000.00	$327,000,000.00

Preliminary construction costs do not include vehicle costs, maintenance facility costs, right-of-way costs, professional services (NEPA/Preliminary Engineering, or Final Design).

** potential vehicle cost ROM	$72M	$0M	$0M
** potential maintenance facility cost ROM	$25M to $45M	$0M	$0M
*** potential ROW cost ROM	$9M to $12M	$7M to $9M	$7M to $9M
**** potential professional services ROM	$40M	$33M	$25M

Low range per mile is -25% of base construction cost divided by 4.5 miles
High range per mile is +40% of base construction cost divided by 4.5 miles

Low range is -25% of base construction cost
High range is +40% of base construction cost

Re-create 248 Transit Study
Summary of Summary of Operating Cost Estimates by Mode
12/1/2025

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source: National Transit Summaries and Trends 2018 Edition

Publication is one of the FTA's National Transit Database Annual Data Products. Reflects data from agencies operating in an Urbanized Area (UZA). UZA is a densely populated area of 50,000 people or more.

https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/ntd/data-product/134401/2018-ntst_1.pdf

Cost per hour (operating expense/total vehicle revenue hour) **Exhibit 32**

BRT	LRT	
$197.42	$312.09	average cost per hour in 2018

Operating expenses include vehicle operations, vehicle maintenance, facility maintenance, general administration
ex: driver labor, fuel/energy, vehicle maintenance, tires, general admin salaries, ticketing/fare collection, security)

LRT = 1.58 X more expensive to operate per vehicle revenue hour

Cost per mile (operating expense/total vehicle revenue mile)(range of average costs across agencies)

BRT	LRT	
$11-16	$14-29	
$13.5	$21.5	avg. of above range

LRT = 1.59 x more expensive to operate per vehicle revenue mile

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source: APTA 2025 Public Transportation Fact Book

https://www.apta.com/wp-content/uploads/APTA-2025-Public-Transportation-Fact-Book.pdf

Operating Costs Among Modes (cost per vehicle revenue mile), 2023 **Figure 32**

All Bus Modes	LRT/ Streetcar
$14	$28

LRT = 2x more expensive to operate per vehicle revenue mile

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source: 2018 Valley to Mountain Alternatives Analysis - SR-224

Operating Cost Estimate (cost per mile)

BRT	LRT

$8	$18

LRT = 2.25x more expensive to operate per revenue mile

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source: COTA East-West Corridor High Capacity Transit Plan Initial Screening- 2021
https://linkuscolumbus.com/wp-content/uploads/2021/04/COTA_East-West-HCT-Initial-Screening_Final.pdf

Typical Operating Cost per Hour **Table 6**
(source NTD - Transit Agency Profiles FY 2019)

BRT	LRT
$100-$199	$200-400

LRT = 2 x more expensive to operate per hour

National Weighted Average Operating Cost per Hour (FY19) **Table 6**
(source NTD - Transit Agency Profiles FY 2019)

BRT	LRT
$170	$330

LRT = 1.94 x more expensive to operate per hour

APPENDIX E: NOISE AND VIBRATION MEMORANDUM

Re-create 248

NOISE AND VIBRATION SCREENING ASSESSMENT

November 2025

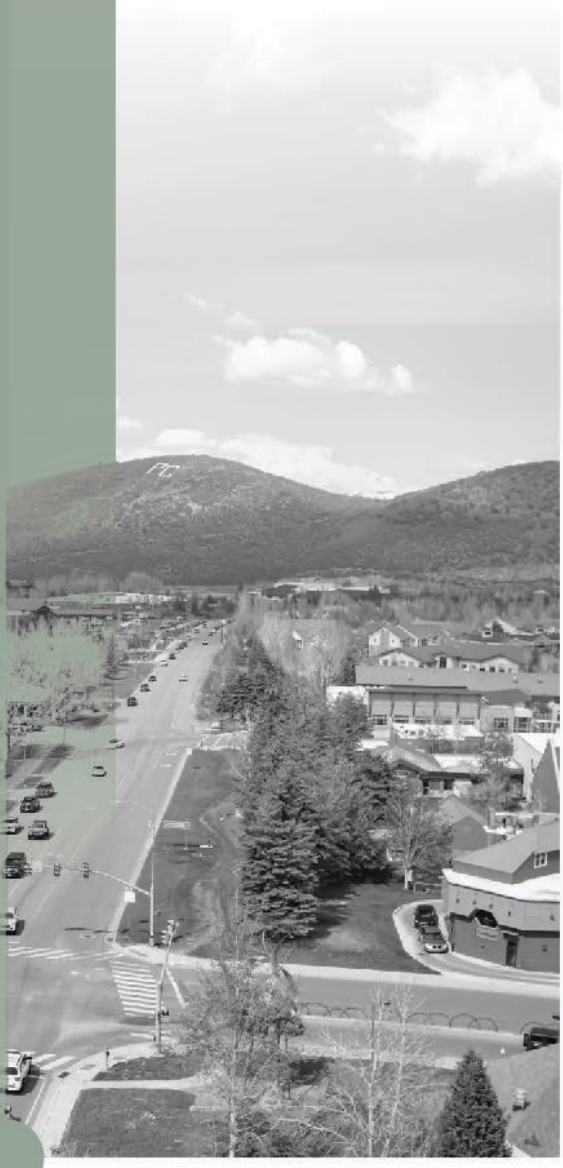


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Acronyms and Abbreviations

ELB	Exclusive-Lane Buses
FTA	Federal Transit Administration
HVT	High Valley Transit
LPA	locally preferred alternative
LRT	Light Rail Transit
OTTC	Old Town Transit Center
PCMC	Park City Municipal Corporation
PCT	Park City Transit
Rail Trail	Historic Union Pacific Rail Trail
Re-create 248	Re-create 248 Transit Study
SRTP	Short Range Transit Plan
UDOT	Utah Department of Transportation

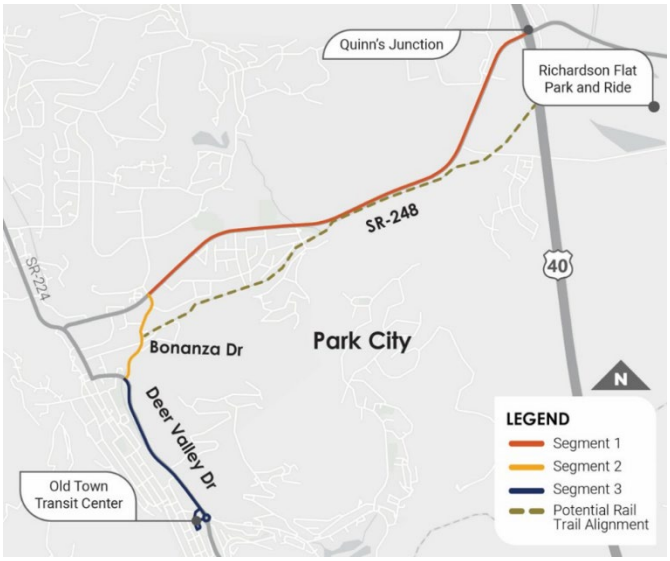
1 INTRODUCTION AND SUMMARY

1.1 INTRODUCTION

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

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

Figure 1. Noise and Vibration Screening Results



1.2 SUMMARY OF RESULTS

The results of the screening assessment indicate that there would be the potential for noise impacts for both the Exclusive-Lane Buses (ELB) and Light Rail Transit (LRT) alternatives, but the number of potential noise impacts is approximately double for the LRT alternative. For vibration, there would be no potential impacts for the ELB alternative, but there would be the potential for vibration impacts for the LRT alternative.

2 METHODOLOGY

The noise and vibration assessment for the SR 248 project followed the screening procedures contained in Section 4.3 (noise) and Section 6.3 (vibration) of the Federal Transit Administration (FTA) noise and vibration guidance manual (FTA 2018). The screening procedure is designed to identify locations where a proposed project has the potential to create noise or vibration impacts. If no noise- or vibration-sensitive land uses are present within the screening distances for the proposed project, then no further assessment is necessary. For locations with noise- or vibration- sensitive land uses within the screening distances, further assessments are required to determine the potential for impact during the environmental phase of the project.

It is important to note that locations identified in this assessment are not noise or vibration impacts, but locations with the potential for impact. This information can be used to identify locations where additional assessment should be conducted and can also be used to provide an order of magnitude comparison between alternatives or transit modes.

2.1 NOISE

For the noise screening assessment, the methodology takes into account the FTA noise impact criteria, the type of project utilizing standard operational assumptions and places all noise sensitive land uses in a single category. The screening distances are shown in Table 4-7 in the FTA guidance manual for a variety of project types. The “unobstructed” distance is used in areas where there are no defined rows of buildings that would provide shielding of noise for buildings behind them, and the “intervening buildings” distance is used when there is a row of buildings identified within the screening distance that would provide some noise shielding. The noise screening distances, and equivalent FTA project types for each alternative are shown in Table 1.

2.2 VIBRATION

For the vibration screening assessment, the methodology takes into account the vibration impact criteria, the type of project utilizing standard operational assumptions and the sensitivity of the nearby buildings. The screening distances are shown in Table 6-8 in the FTA guidance manual. For rubber-tired vehicles, such as ELB, vibration is typically not a concern, unless the project is in close proximity to highly sensitivity vibration locations, which are not present near this project. For LRT, the screening distances are different for Category 2 (residences) and Category 3 (institutional) buildings. The vibration screening distances are shown in Table 1.

Table 1. Noise and Vibration Screening Distances

TRANSPORTATION MODE	FTA NOISE PROJECT TYPE	NOISE SCREENING DISTANCE UNOBSTRUCTED, FT	NOISE SCREENING DISTANCE INTERVENING BUILDINGS, FT	FTA VIBRATION TYPE	VIBRATION SCREENING DISTANCE CATEGORY 2, FT	VIBRATION SCREENING DISTANCE CATEGORY 3, FT
Exclusive Bus Lanes	ELB	200	100	Bus Projects*	--	--
Light Rail	LRT	350	175	LRT	150	100
*Vibration impacts are unlikely for projects that involve rubber-tire vehicles.						

Source: FTA, 2018

3 RESULTS

The screening assessment was carried out for noise for both the ELB and LRT alternatives for the proposed project. Noise and vibration sensitive land use within 350 feet of the alternatives (the largest screening distance) was identified through a combination of GIS review and a windshield survey of the area. Noise and vibration sensitive land uses included single-family and multi-family residences, schools, and a museum. The screening distances shown in Table 1 were applied for both the ELB and LRT alternatives, and the number of sensitive receptors within the screening distances were tabulated.

3.1 EXCLUSIVE BUS LANES (ELB)

The results of the screening assessment for ELB are shown in Figures 2 through 4 and summarized in Table 2. The results show that there are 66 noise sensitive receptors and no vibration sensitive receptors within the screening distances. The receptors include Treasure Mountain Junior High School, The Church of Jesus Christ of Latter-day Saints Seminary, PC Tots, Parkside Apartments, Aspen Village Apartments, Park Regency Resort, Town Pointe Condos, Park Station Condominiums, Marriot Summit Watch, Deer Valley Den, Main & SKY Park City Utah, Studio 580, the Park City Museum and single-family residences.

3.2 LIGHT RAIL ALTERNATIVE (LRT)

The results of the screening assessment for LRT are shown in Figures 5 through 7 for noise and Figures 8 through 10 for vibration and summarized in Table 2. The results show that there are 138 noise sensitive receptors and 40 vibration sensitive receptors. The receptors within the noise screening distance include all the receptors identified for the ELB alternative and the Park City Learning Center, Park City High School, and Coalition Lodge. The receptors within the vibration screening distance include Aspen Village Apartments, Town Pointe Condos, Park Station Condominiums, Marriot Summit Watch, Main & SKY Park City Utah, Studio 580, the Park City Museum and single-family residences.

Table 2. Noise and Vibration Screening Results

ALTERNATIVE	NOISE SENSITIVE RECEPTORS WITHIN SCREENING DISTANCE	VIBRATION SESITIVE RECEPTORS WITHIN SCREENING DISTANCE
Dedicated Bus Lanes	66	0
Light Rail	138	40

Source: CSA, 2025

4 NEXT STEP

The next step in the noise and vibration analysis will be to conduct an FTA noise and vibration impact assessment for the alternative chosen during this stage of the project. Depending on the alternative selected, noise and vibration measurements may be conducted to characterize the existing conditions. The noise and vibration assessment will include the number and type of vehicles, hours of operation, headways, speeds, detailed location of the guideway/lane and other operational information. The results of the assessment will be used to determine the locations and severity of any noise or vibration impacts and any potential mitigation measures, if required.

REFERENCES

Federal Transit Administration, Transit Noise and Vibration Impact Assessment Manual, FTA Report No. 0123, September 2018.

Figure 2. ELB Noise Receptors 1 of 3

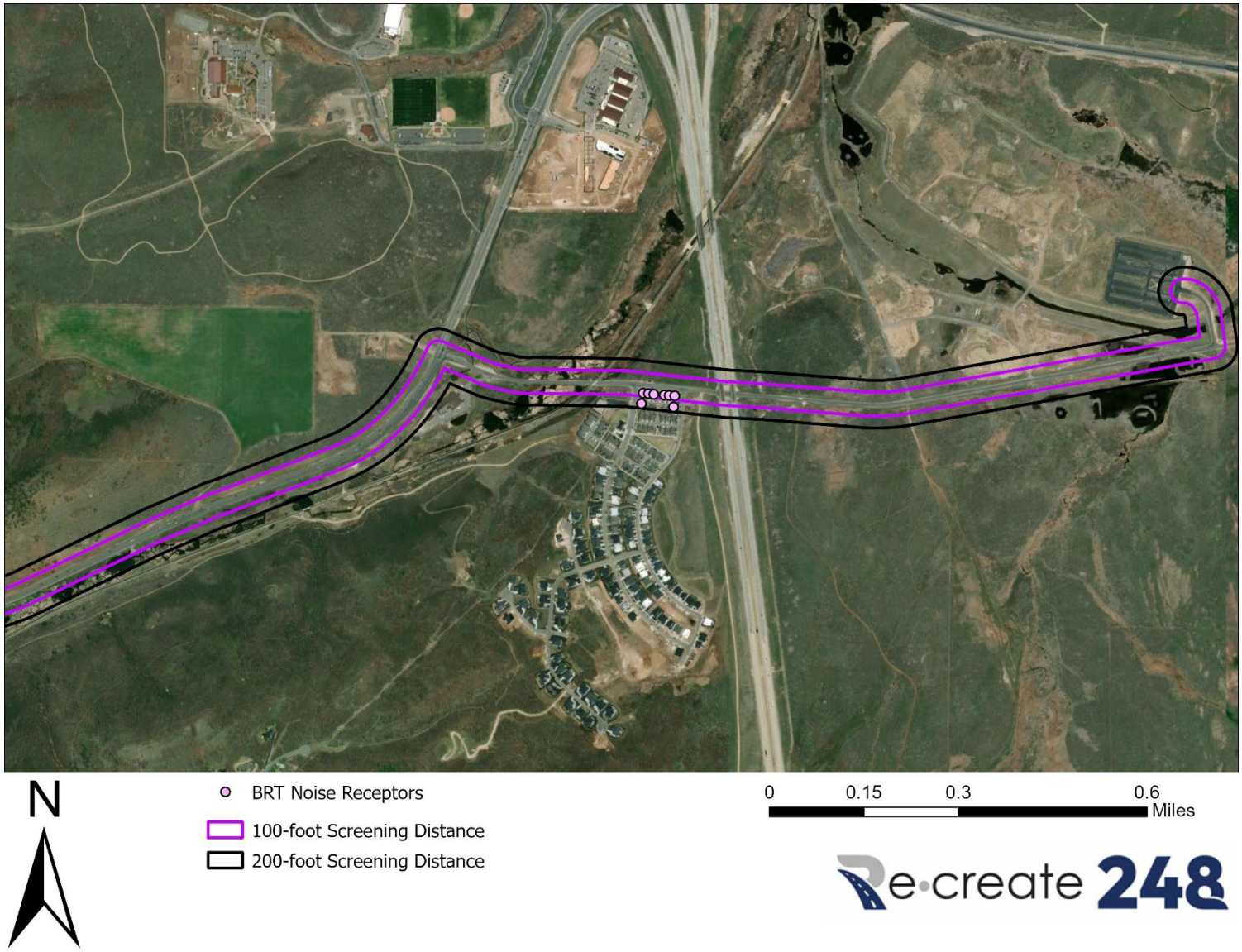


Figure 3. ELB Noise Receptors 2 of 3

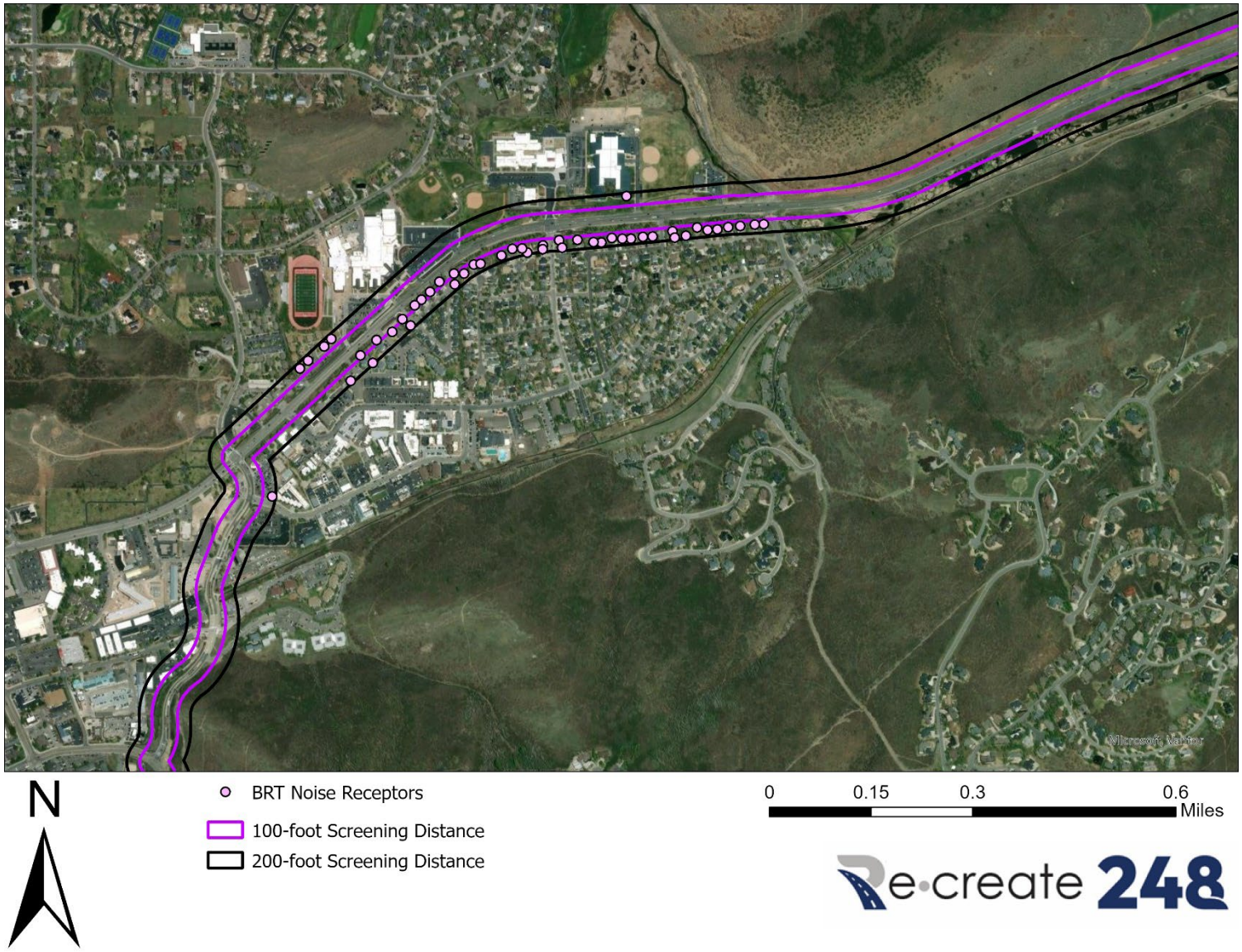


Figure 4. ELB Noise Receptors 3 of 3

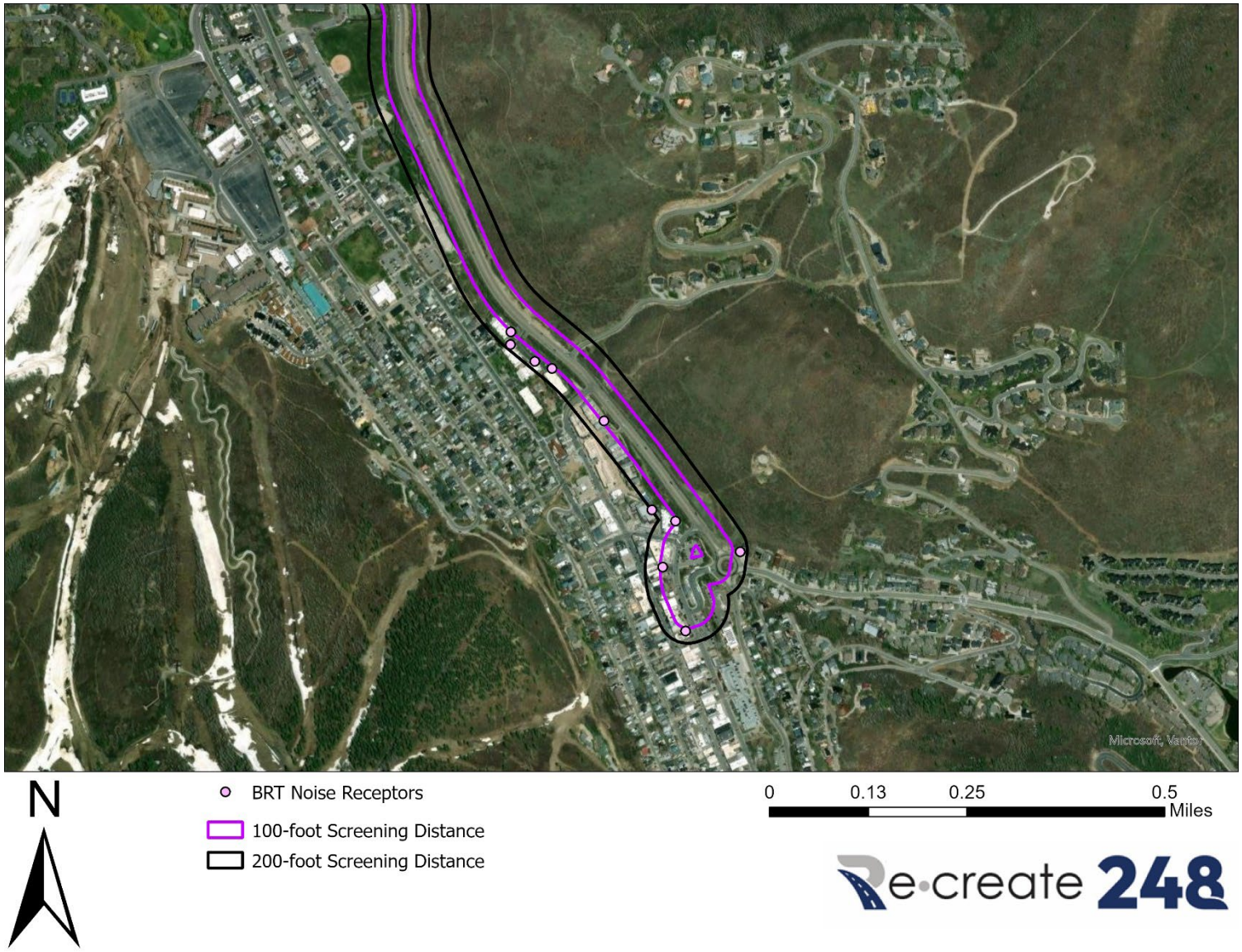


Figure 5. LRT Noise Receptors 1 of 3

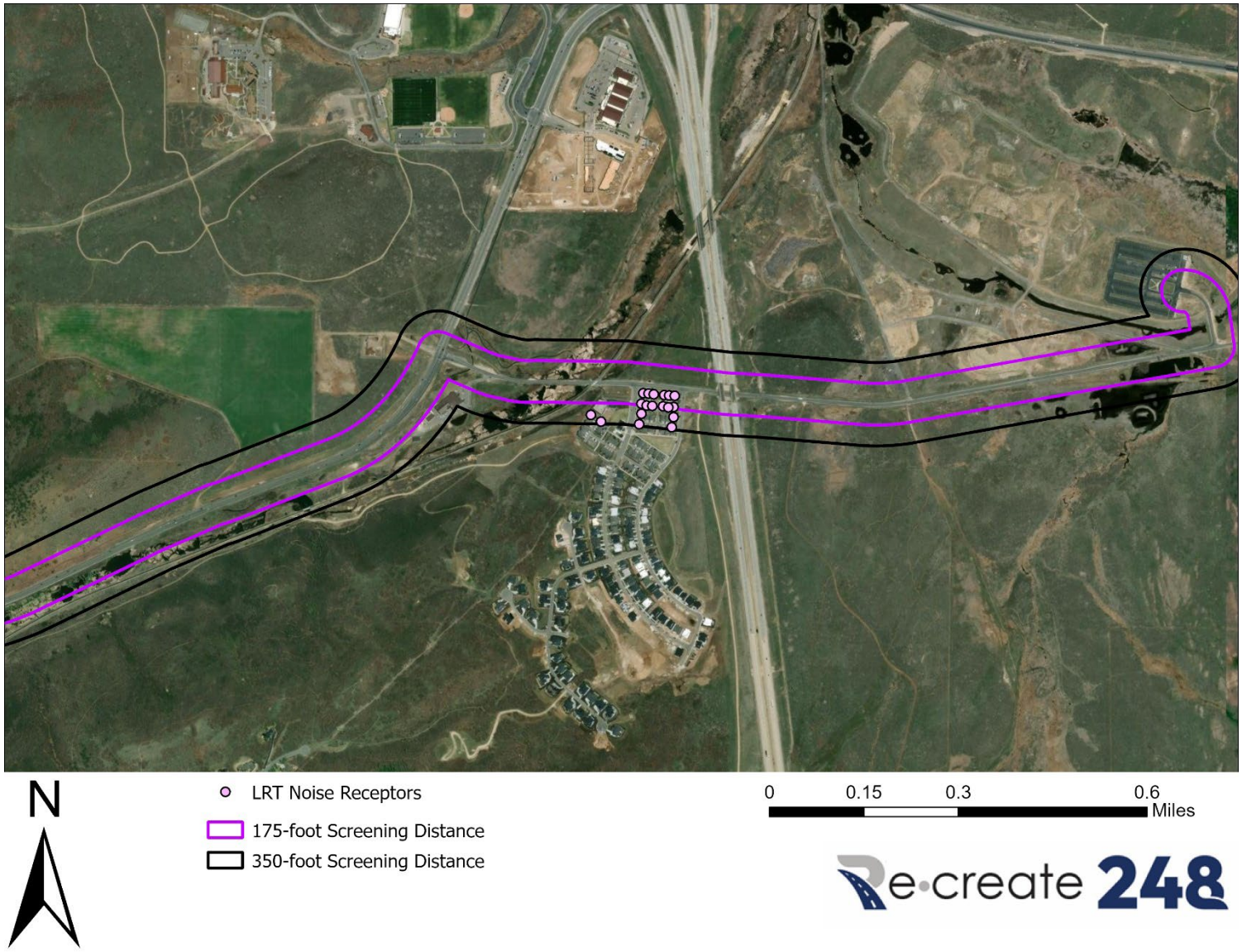


Figure 6. LRT Noise Receptors 2 of 3

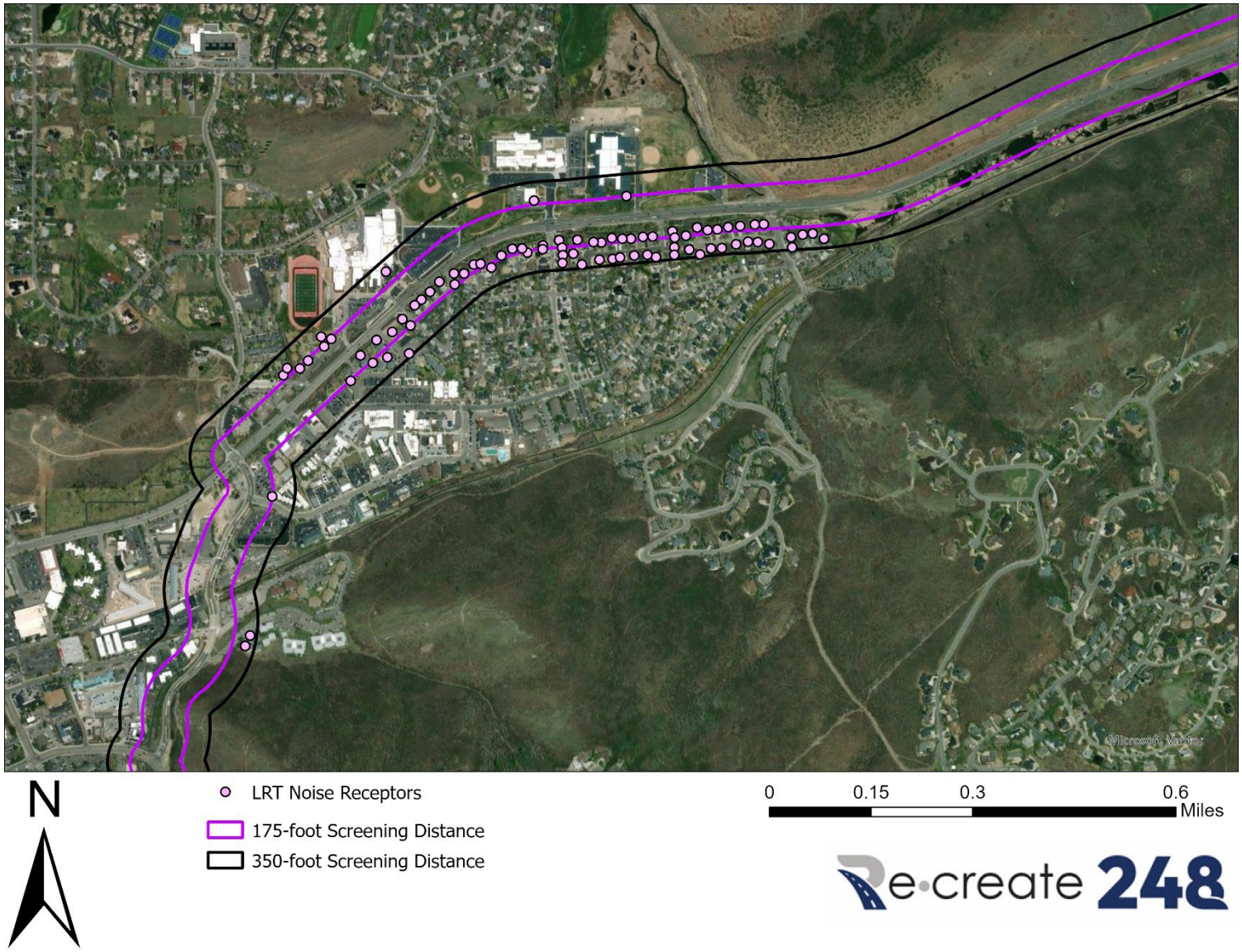


Figure 7. LRT Noise Receptors 3 of 3

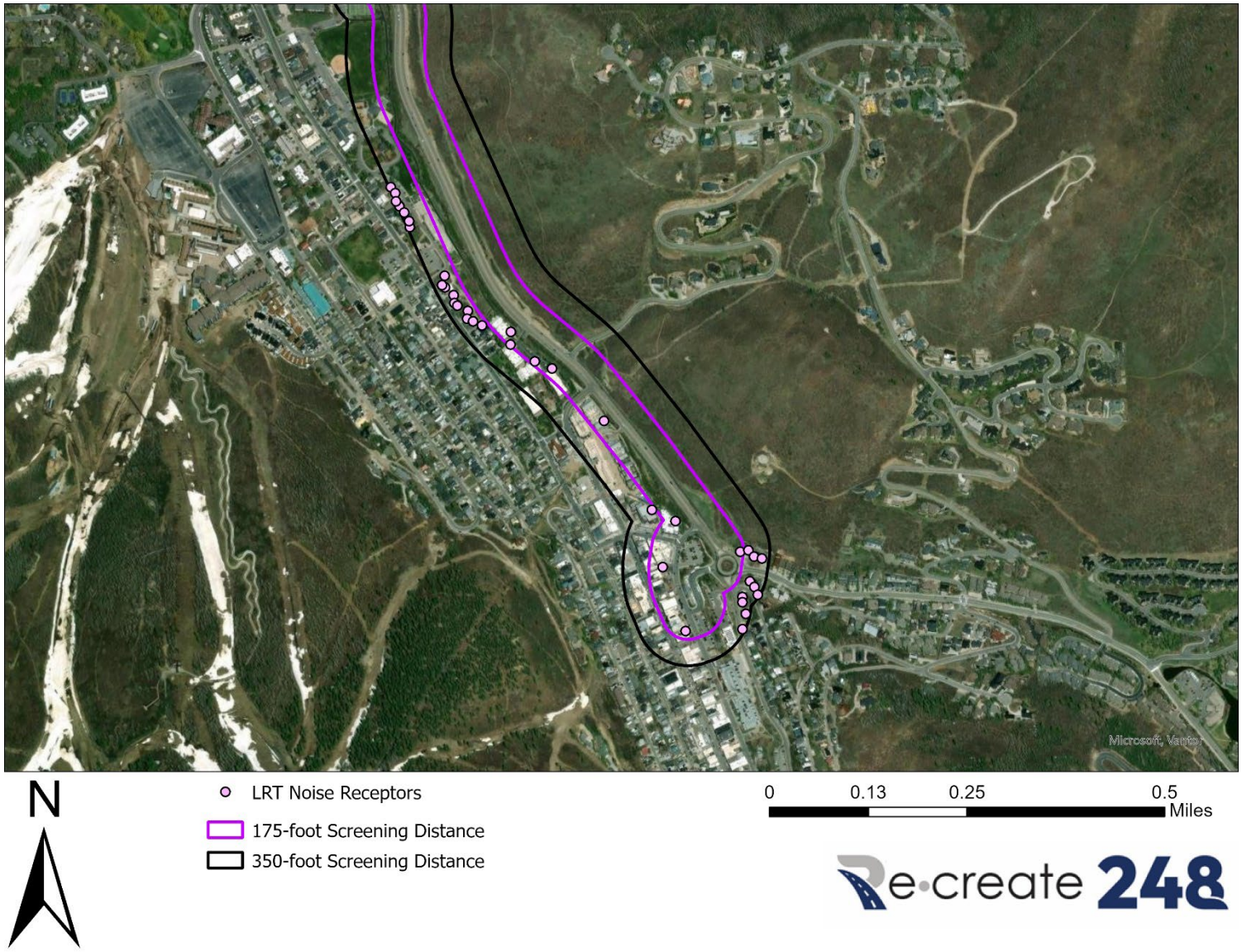


Figure 8. LRT Vibration Receptors 1 of 3

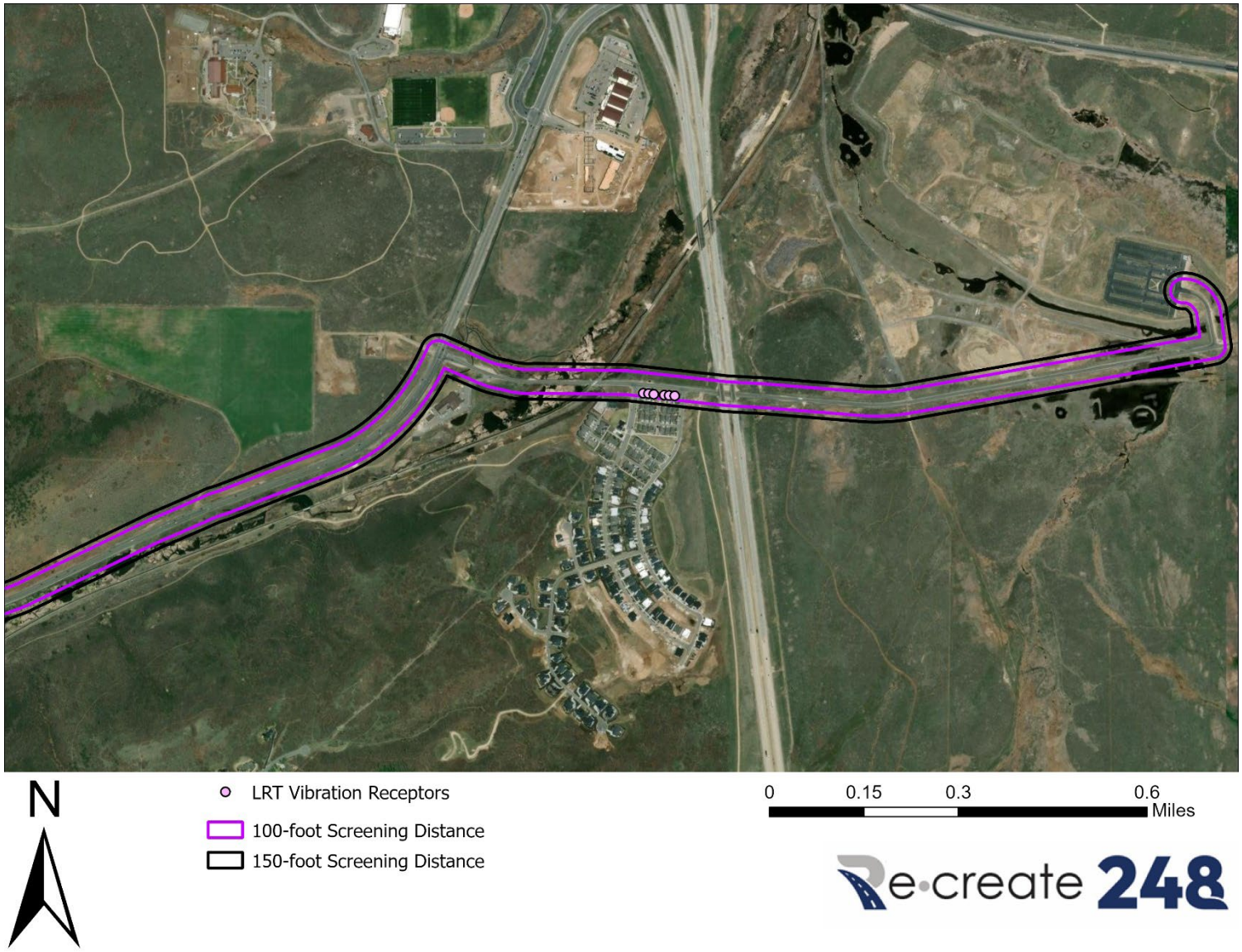


Figure 9. LRT Vibration Receptors 2 of 3

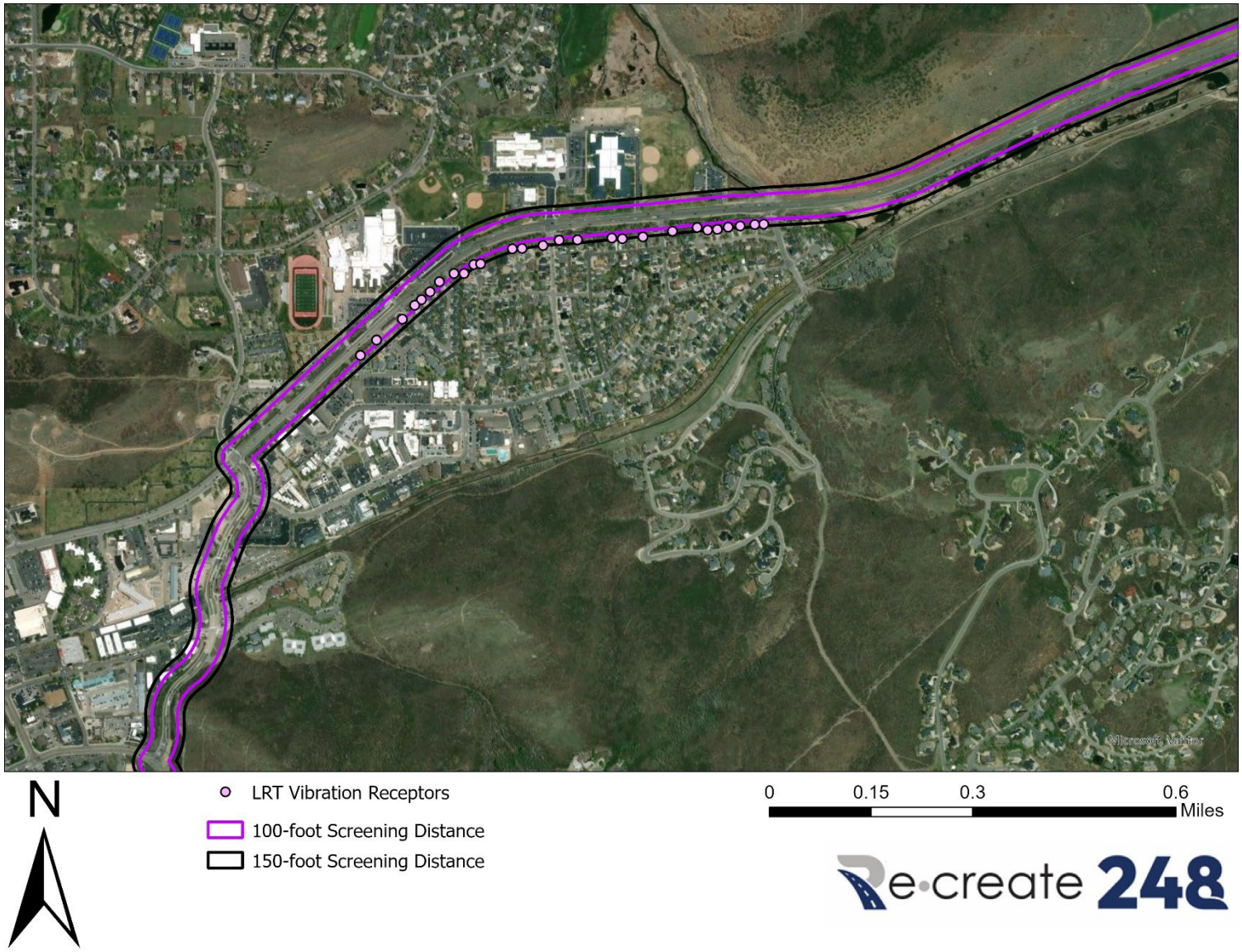
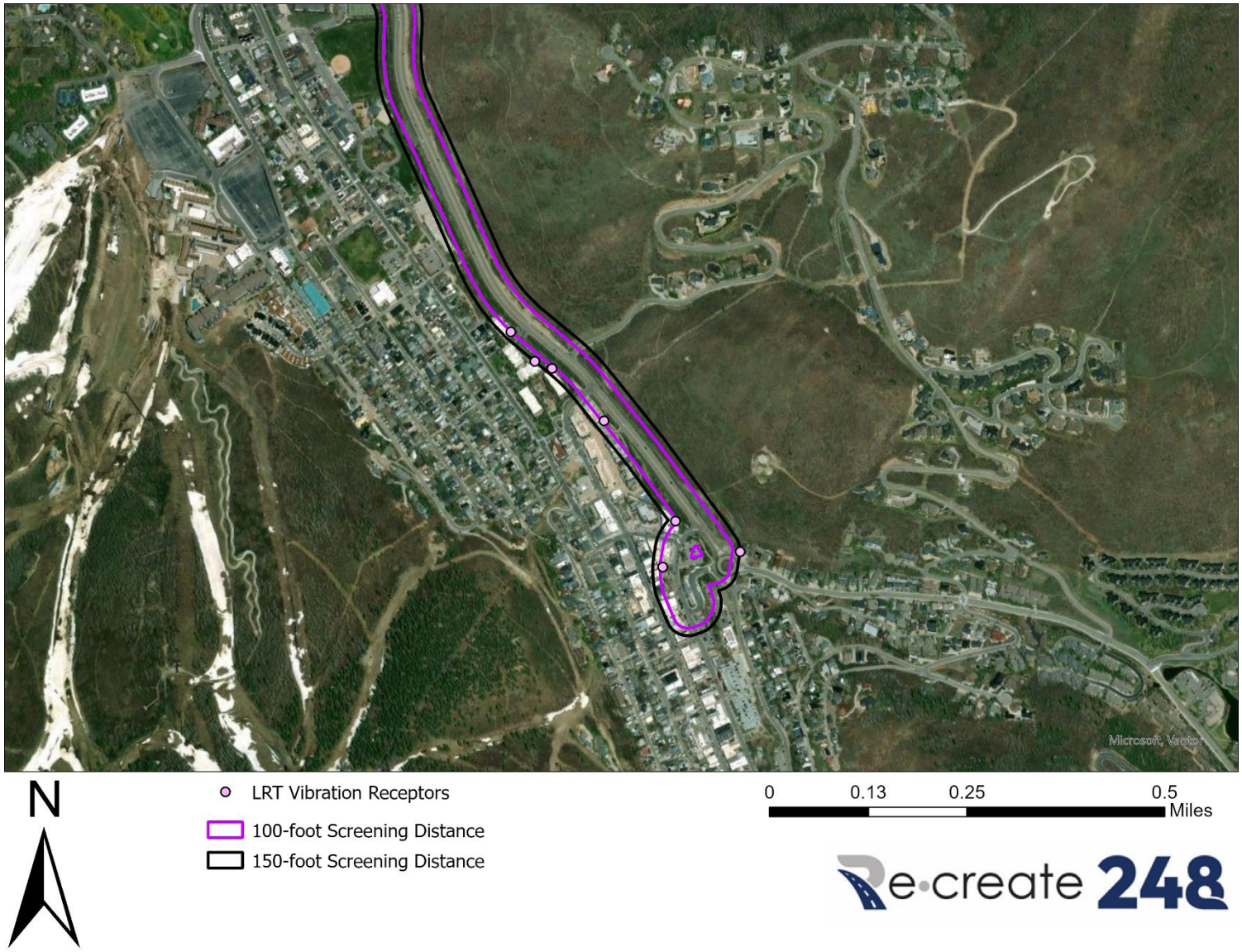


Figure 10. LRT Vibration Receptors 3 of 3



Docusign Envelope ID: 4F06514F-5244-41A8-A376-496B162DEDCE

Resolution [04-2026]

A RESOLUTION ACKNOWLEDGING THE COMPLETION OF THE RE-CREATE 248 TRANSIT STUDY AND FORMALLY ADOPTING THE DEDICATED EXCLUSIVE BUS LANES ALTERNATIVE AS THE LOCALLY PREFERRED ALTERNATIVE (LPA).

WHEREAS, Park City has completed the Re-Create 248 Transit Study, evaluating a range of multimodal transportation improvements between the Richardson Flat Park & Ride and the Old Town Transit Center; and

WHEREAS, the study identifies Dedicated Exclusive Bus Lanes as the alternative that best advances the City's goals for improved regional transit reliability, travel time competitiveness, sustainability, safety, and long-term mobility; and

WHEREAS, the City Council desires to establish the Dedicated Exclusive Bus Lanes as the Locally Preferred Alternative to support advancement of transit-focused enhancements along the State Route 248 corridor, Bonanza Drive, and State Route 224/Deer Valley Drive; and

WHEREAS, project staff will continue to evaluate and pursue opportunities to minimize and reduce impacts to private property associated with the Re-Create 248 Project;

WHEREAS, Park City staff will engage with corridor residents, business owners, and other affected stakeholders throughout project development to gather input and work collaboratively to inform design decisions that respond to community context, access needs, and neighborhood character;

WHEREAS, adoption of the LPA enables Park City to initiate the National Environmental Policy Act (NEPA) process with the Utah Department of Transportation (UDOT), the Federal Transit Administration (FTA), and other partner agencies; and

WHEREAS, the City acknowledges that the detailed design, configuration, and operational components of the project may be refined throughout the NEPA process and subsequent project development phases to ensure that the final design meets regulatory requirements, engineering standards, community context, and environmental considerations;

BE IT RESOLVED BY THE CITY COUNCIL OF PARK CITY, UTAH, THAT:

1. The Dedicated Exclusive Bus Lanes alternative identified in the Re-Create 248 Transit Study is hereby adopted as the Locally Preferred Alternative (LPA) for the SR-248 / Bonanza Drive / SR-224 / Deer Valley Drive corridor, with primary service extending between the Quinns junction area and the Old Town Transit Center. The City directs staff to proceed into the National Environmental Policy Act (NEPA) process, coordinating with partner agencies and stakeholders as required.

Docusign Envelope ID: 4F06514F-5244-41A8-A376-496B162DEDCE

2. The City affirms that the design and operational elements of the project may evolve as part of NEPA and future project development phases, and commits to continued public engagement and transparent updates as the project advances.

Passed and adopted this 20th day of January, 2026

PARK CITY MUNICIPAL CORPORATION

Signed by:
6D948D93B56E496...
Mayor Ryan Dickey

Attest:

Signed by:
C9DF6154F095464...
Marissa Marleau, Deputy City Recorder

Approved as to form:

Signed by:
Margaret Plane
F7277F6B85C4467...
Margaret Plane, City Attorney

City Council
Staff Report

Subject: General Plan Implementation
Authors: Nan Larsen, Senior Planner
Alec Barton, Senior Planner
Date: February 26, 2026
Type of Item: Work Session

Recommendation
Review recommendations from the Historic Preservation Board and Planning Commission to begin implementing the General Plan and provide direction on items to prioritize this year.

Background
On September 25, 2025, the City Council adopted the General Plan, which establishes an annual review process with Historic Preservation Board and Planning Commission implementation recommendations, and City Council direction.

The Historic Preservation Board and Planning Commission conducted a series of work sessions to recommend potential priorities to implement this year (Exhibit A).

Additionally, there are two Land Management Code (LMC) amendments in progress:

- **Traffic Mitigation** – Proposed developments with more than 25 new vehicle trips during peak hours submit a Traffic Impact Study (TIS) in coordination with the Engineering Department. The TIS supports staff and Planning Commission review of traffic considerations, evaluation of existing street capacity, and proposed mitigations through site design and enhancements to multi-modal options like pedestrian, bike, trail, and transit connections. The Engineering Department is updating TIS requirements, and Planning staff is drafting amendments to the LMC to establish criteria and metrics that support mitigation of traffic impacts resulting from new developments and redevelopments.[1]
- **Bonanza Park Mixed-Use District** – The Planning team is preparing to return to Council for a March work session to review the Bonanza Park Small Area Plan and the proposed Bonanza Park Mixed-Use District to outline next steps.

For a summary of LMC amendments enacted in 2025 and 2026, please see Exhibit B.

Analysis
The Planning Commission recommends the Council consider prioritizing updates to:

[1] The Planning Commission held work sessions to discuss the proposed TIS updates and TDM program on August 27, 2025 (Meeting Packet, Item 5.B; Minutes, p. 12) and January 14, 2026 (Meeting Packet, Item 5.A; Minutes, p. 2).

I. **Open Space Preservation -** Integrate and update Wildland Urban Interface and Waterwise Landscaping requirements and update “Open Space” definition and criteria.
II. **Affordable Housing -** Update the Affordable Master Planned Development Code and establish allowances for seasonal housing to incentivize affordable housing.
III. **Community Character -** Review regulations for compatible infill in residential areas outside Historic Districts.
IV. **Transportation -** Update parking requirements to prohibit separate leasing of parking, to replace parking minimums with maximums, and to allow flexibility to replace excess surface parking. Evaluate a potential pilot parking program for residents to access transit.
V. **Sustainability -** Incentivize a zero-emissions stretch code, require landfill diversion in construction mitigation plans, and create remediation criteria for sites that contain contaminated soil but are outside the Soils Ordinance Boundary.
VI. **Emerging Technology -** Update Telecommunications Facilities to accommodate and regulate emerging technologies, including small wireless facilities and smart infrastructure.

Each item is summarized below:

(I) Integrate and update Wildland Urban Interface and Waterwise Landscaping requirements and update “Open Space” definition and criteria.

The Wildland Urban Interface (WUI) is a high-risk wildfire area where development and wildland vegetation meet. The General Plan recommends proactive wildfire risk identification and mitigation in these areas:

> *Integrate wildfire mitigation techniques like Defense Zones into the city’s landscaping standards.*
>
> *Update building design and material standards to increase wildfire resiliency.*

Additionally, the General Plan recommends updates to landscaping standards to ensure water conservation:

> *Continue updating land use regulations to reflect best practices for water-wise landscaping, including examples like native plantings and drip irrigation systems.*

The Challenge: The City’s WUI and water-wise landscaping requirements are not integrated and regulations on materials may prohibit fire-resistant materials.

In 2020, the City adopted the 2006 Utah Wildland Urban Interface (WUI) Code, adding Firewise designations to the plant list in Municipal Code Section 14-1-5, defining

"Defensible Space" and "Firewise Landscapes/Landscaping," and implementing WUI standards for the Sensitive Lands Overlay, Annexations, and Master Planned Developments (Ordinance No. 2020-35).

In 2023, the City amended landscaping standards to implement best water-wise practices (Ordinance No. 2023-10).[2] However, these are codified in LMC § 15-5-5 *Architectural Design Guidelines and Landscaping* separate from WUI landscaping regulations in Municipal Code Chapter 11-21. This requires property owners and applicants to review and apply two distinct sections of code.

The Opportunity: With highest priority, the Planning Commission recommends updates to LMC § 15-5-5 to:

- Better integrate WUI and water-wise landscaping standards and ensure best practices are reflected.
- Allow fire-resistant materials for home exteriors and roofing materials when certain compatibility criteria are met.

Also, the General Plan recommends protecting open space:

> *Creating additional site planning requirements to site development in a way that preserves vegetation, slopes, landforms, and the like.*
>
> *Updating land use regulations related to impermeable surface area of lots to ensure proper drainage, hydrology, and mitigation of heat island effect.*
>
> *Advancing planning efforts to recontour and revegetate contaminated soils to promote natural drainage patterns, stabilize the soil, and prevent erosion.*

The Challenge: The Planning Commission reviews Open Space considerations as part of the Conditional Use[3] and Master Planned Development[4] reviews. However, while the LMC defines three types of "Open Space" in Section 15-15-1, clarification on whether these areas must be open to the public and other considerations are not outlined. Additionally, contaminated soils outside of the Soils Ordinance Boundary is not addressed.

The Opportunity: The Planning Commission identified the need to update and clarify the definitions of "Open Space" to reflect the intent and expectation of the type, location, and accessibility of "Open Space" in new development and how contaminated soils can be addressed through new code criteria addressing areas outside the Soils Ordinance Boundary.

Departments	Planning, Building, and Trails & Open Space

[2] As the focus on water conservation continues at the State Legislature and Water Conservation Districts where updates are required to qualify for rebates, staff will continue to update the LMC as needed.
[3] LMC Section 15-1-10
[4] LMC Section 15-6-5(D)

Community Engagement	Homeowner association outreach, open houses for resident input, and dedicated informational webpage
Resources	These amendments can be completed internally without consultant services.

(II) Update the Affordable Master Planned Development Code and establish allowances for seasonal housing to incentivize affordable housing.

The General Plan recommends establishing a variety of housing options for all residents, including:

> *Regular evaluation of the Affordable Master Planned Development Code to ensure compatible projects and to update to reflect current market conditions.*

The Challenge: In 1984, the LMC was updated to grant bonus density for projects providing affordable housing. However, in 37 years, this was not enough to incentivize affordable housing development by a private developer or through a public-private partnership. In 2021, the City Council adopted Ordinance No. 2021-10, establishing a new Affordable Master Planned Development (AMPD) code that reduces setbacks and open space with a potential for reduced parking, and increases building height, for developments that include more than 50% of the residential square footage as deed restricted affordable units. Later in 2021, the City Council extended these incentives to the Historic Commercial Districts (Ordinance No. 2021-18).

The Opportunity: Since adoption in 2021, the Planning Commission approved two AMPDs with one completed (EngineHouse) and one pending financing (HOPA). The Planning Commission recommends review of the AMPD code to evaluate opportunities for updates to address lessons learned and to consider current market conditions.

The General Plan also recommends updates to the code to accommodate seasonal workforce housing:

> *Creating land use regulations for seasonal workforce housing typologies like single-room occupancy or dormitory-style projects that reflect best practices, provide quality amenities for tenants, and are compatible in scale, massing, and design.*

The Challenge: The City's Affordable Housing Resolution No. 12-2025 establishes criteria for dormitory and single-room occupancy seasonal units for developments constructed to satisfy inclusionary zoning requirements.

The Opportunity: The LMC does not establish clarity on the zones where these may be allowed, the review process, or criteria to establish baseline requirements. Updating the LMC to reflect the allowances in the City's Affordable Housing Resolution may

incentivize seasonal workforce development.

Departments	Planning and Housing
Community Engagement	Open houses for input, a dedicated informational webpage, and outreach and stakeholder meetings with major employers and developers.
Resources	Most of the research and evaluation can be completed internally. Limited consultant services would be obtained for updates to the financial and feasibility analysis.

(III) Review regulations for compatible infill in residential areas outside Historic Districts.

The General Plan recommends protecting the community character:

Prioritize high quality design in new developments and redevelopment that respects the existing scale, style, and massing of buildings.

Identify the attributes that make Park City unique and protect by incorporating regulations into the current zoning code.

Define design elements for each neighborhood that reinforce neighborhood identity and sense of place.

Incentivize high quality design that respects the existing character and scale of Park City.

The Challenge: Most of the acreage zoned for residential development is already subdivided. Some subdivisions approved in the 1970s through 1990s regulated building envelopes, maximum home square footage, and limits of disturbance through CC&Rs rather than through zoning or plat notes. These CC&Rs can be modified by homeowner associations or homeowner associations may be dissolved or CC&Rs unenforced.

Without plat notes, Zoning District regulations regarding setbacks and building height shape massing. As a result, some of the new homes constructed to replace demolished homes or built on vacant lots may be substantially larger than the other structures within the neighborhood.

Additionally, the state has limited design review[5] for one- and two-family dwellings, and shifted plat reviews for new homes to an administrative process, limiting the potential for regulating compatible massing through plat notes.

[5] UCA Section 10-20-618

The Opportunity: The Planning Commission recommends evaluation of updates to the LMC regulations outside of the Historic Districts to shape compatible residential neighborhood infill, including:

- A potential maximum building footprint based on lot size.
- A potential maximum building footprint for lots that are proposed to be combined.

Community Engagement	Amendments for compatible infill require research and analysis of each subdivision and Zoning District, as well as resident engagement and input. Neighborhood Character Plans could be established in partnership with residents to inform LMC updates (Exhibit C).
Resources	This could be completed internally.

(IV) Update parking requirements.

The General Plan recommends:

> *Updating the parking code to prohibit the leasing of parking spaces for uses other than those intended for the development.*
>
> *Updating the LMC to include parking maximums instead of parking minimums.*
>
> *Eliminating excess surface parking lots in core areas, such as in Old Town, to make room for streetscape elements, active transportation, and transit.*

The Challenge: The LMC could be clarified to prohibit leasing of parking required for approved uses for off-site or alternate uses, unless specifically approved. Online apps and platforms are now providing opportunities for private leasing of parking spaces for uses other than those required by original approvals. As paid parking is implemented to mitigate traffic impacts, parking in areas near transit stops or for carpooling at locations intended for other uses is not addressed in our code.

Additionally, the parking requirements for certain uses have not been updated in decades and evaluation is needed to reflect current parking demands and best practices.

The Opportunity: The Planning Commission recommends the City Council consider updates to LMC Chapter 15-3 *Off-Street Parking* to:

- Prohibit the leasing of parking spaces for Uses other than those intended for the development.
- Replace minimum parking requirements with maximum parking allowances.
- Consider incentives for existing developments to allow flexibility to replace

excess surface parking with sidewalk and trail easements, transit improvements, uses that activate the space, and publicly accessible or green community outdoor spaces.

Community Engagement	A dedicated informational webpage, public notice, and public work sessions and public hearings.
Resources	This could be completed internally.

In addition to LMC amendments, consider a pilot parking permit program that provides residents access to transit stops in their neighborhood.

The General Plan recommends prioritization of an efficient and effective transit system that provides convenient, predictable, and reliable connections for visitors, the workforce, and residents with consideration to establish a parking permit program to allow residents in areas not proximate to a transit stop to park near a transit stop in their neighborhood.

The Challenge: Residents in certain neighborhoods are not able to walk to a transit stop due to distance, steep slopes and narrow roads, and other factors.

The Opportunity: Explore limited parking options near transit stops for residents not proximate to transit to provide access to transit. The City Council could adopt a pilot parking permit program in one or more neighborhoods and evaluate its effectiveness. Neighborhoods where resident parking near transit is specifically recommended in the General Plan include Lower Deer Valley, Masonic Hill, Old Town, Park Meadows, and Thaynes.

Internal Departments	Planning, Parking, Transit
Community Engagement	Early engagement with residents to evaluate concerns and opportunities.

(V) Incentivize a zero-emissions stretch code and require landfill diversion in construction mitigation plans.

The General Plan recommends:

> *Requiring waste reduction in construction mitigation plans through strategies such as minimizing the amount of materials where possible and waste diversion through material reuse, sorting, and recycling procedures.*
>
> *Adopting a Zero Emissions Stretch Code that is integrated with ASHRAE 90.1 standard and International Energy Conservation Code best practices to*

promote greater energy efficiency and emission reduction than the base energy code.

The Challenge: The General Plan establishes goals and actions to further the strategies and outcomes outlined in the Sustainability Department's 2021 Strategic Action Plan for Building Decarbonization in Park City and Summit County to achieve carbon neutrality and run on 100% renewable energy by 2030 (Resolution 32-2018).

There are state limitations on municipal energy code requirements that exceed those adopted by the state, however, updating the code to provide incentives for projects that meet energy conservation standards as part of the Master Planned Development or Conditional Use Permit review.

The Opportunity: The Planning Commission recommends prioritizing these updates to incentivize projects that reduce waste and meet enhanced energy conservation standards.

Internal Departments	Planning, Sustainability, Building, and Environmental Services
Community Engagement	A dedicated informational webpage, public notice, and public work sessions and public hearings.

(VI) Update Telecommunications Facilities to accommodate and regulate emerging technologies, including small wireless facilities and smart infrastructure.

The General Plan recommends supporting the integration of Smart City Infrastructure:

Promote co-location of small wireless facilities on existing structures and integrate aesthetically into the built environment, reducing the need for future macro towers.

Ensure the City's land use regulations accommodate emerging technologies, including small wireless facilities and smart infrastructure.

The Challenge: LMC Section 15-4-14 outlines requirements for Telecommunication Facilities that were last substantially updated in 2002 and may not fully address emerging technologies (Ordinance No. 02-47).

The Opportunity: The Development Review Committee (DRC) works with applicants to identify appropriate facilities for co-location of wireless infrastructure. However, co-location is not required in the LMC, and additional updates to these regulations could support efforts to require co-location, reduce macro towers, and protect viewsheds. Additionally, updates could evaluate criteria required for new development to ensure conduit is provided for future fiber and other installations to support emerging technologies.

Internal Departments	Information Technology, Water, Public Works, and Engineering

QUESTIONS FOR COUNCIL:

Are there code amendments not outlined in this report the City Council would like staff and the Planning Commission to evaluate this year?

Are there code amendments recommended by the Planning Commission the City Council would like to remove from prioritization this year?

Is the City Council supportive of the Planning Commission's recommended prioritizations for 2026? If so, are there amendments the Council would like staff and the Commission to address first?

The Historic Preservation Board recommends the Council consider prioritizing updates to:

I. Establish compatible design standards and financial and regulatory incentives for ski-era historic resources.
II. Establish criteria to evaluate applications for Material Deconstruction, Panelization, Lifting, Reconstructing and Demolition.
III. Explore opportunities to incentivize reuse and renovation of Historic Structures.

Each item is summarized below:

(I) Establish compatible design standards and financial and regulatory incentives for ski-era historic resources.

For the Historic Districts, the General Plan recommends:

Establishing a range of options to incentivize the preservation of the documented historic resources associated with the ski era.

Continuing to regularly assess and evaluate the regulations for Historic Districts and Historic Sites in the LMC for consistency and potential modifications that further preservation efforts while supporting a degree of flexibility.

Periodically reviewing newly constructed infill projects for suitability and compatibility of infill development within the Historic Districts.

The Challenge: The LMC lacks design standards for 1960s and 70s ski era structures and instead requires proposed renovation or rehabilitation of ski era residences to comply with mining era design standards. This creates challenges when remodeling or updating ski-era structures.

The Opportunity: The Historic Preservation Board recommends prioritizing

implementation of incentives and compatible design standards for preservation of 1960s and 70s historic ski-era Structures. Consistent with the limitations of UCA Section 10-20-618, updates to the LMC could include design guidelines for specific 1960s and 70s ski-era architectural styles identified through the Survey process.

(II) Establish criteria to evaluate applications for Material Deconstruction, Panelization, Lifting, Reconstructing and Demolition.

For Historic Districts, the General Plan recommends:

Annual evaluation and updates as needed to maintain regulatory consistency and to reflect changes and developments in available materials and best practices for sustainability.

The Challenge: Details and criteria important to the review of historic preservation projects are found in LMC Chapter 15-15 *Definitions* and are difficult for applicants to locate.

The Opportunity: The Historic Preservation Board recommends shifting the details and criteria currently in the *Definitions* section to LMC Chapter 15-11 *Historic Preservation* for easy and clear reference and updating this criteria to support detailed Board review of proposed modifications to Historic Sites.

(III) Explore opportunities to incentivize reuse and renovation of Historic Structures.

The General Plan recommends:

Evaluation of a potential Carbon Tax or LMC update to incentivize the reuse and renovation of existing and historic structures rather than demolition.

The Challenge: The existing incentive for reuse and renovation of historic structures is the Historic District Grant Program, a matching grant program that is limited to $127,136 each year.

The Opportunity: The Historic Preservation Board recommends researching and implementing updates to the LMC to effectively encourage the reuse and renovation of Historic Structures to avoid demolition, including potential allowances for flexibility of uses. For example, previous versions of the LMC allowed for boutique hotels in limited areas within Old Town to encourage investment in vacant Historic Sites.

Historic Preservation code amendments in progress include:

Evaluation of streetscape standards and analysis of the influence of site design – the General Plan recommends analyzing the influence of site design and architecture as part of the review, including the impact of setbacks, fence height

and fence location on the streetscape and the pedestrian experience. The Board has conducted several work sessions to formalize a recommendation for amendments to the LMC for Planning Commission and City Council consideration.
Illustrating the Code – The Board recommends illustrating Historic District regulations for clarity and consistency. Staff is obtaining consultant services for professional illustrations.

QUESTIONS FOR COUNCIL:

Are there code amendments not outlined in this report the City Council would like staff and the Historic Preservation Board to evaluate this year?

Are there code amendments recommended by the Historic Preservation Board the City Council would like to remove from prioritization this year?

Is the City Council supportive of the Historic Preservation Board's recommended prioritizations for 2026? If so, are there amendments the Council would like staff and the Board to address first?

Exhibits
A: Planning Commission and Historic Preservation Board Work Sessions
B: Land Management Code Amendments Enacted in 2025-2026
C: Neighborhood Character Plan Outline

Exhibit A: Historic Preservation Board and Planning Commission Work Sessions

Date	Meeting Information	Topics Discussed
10/8/2025	***Planning Commission*** Meeting Packet, Item 6.A Minutes, p. 18	• Compatible infill outside Historic Districts • Telecommunications Facilities
11/12/2025	***Planning Commission*** Meeting Packet, Item 7.A Minutes, p. 22	• Sustainability • Moderate-Income Housing
12/3/2025	***Historic Preservation Board*** Meeting Packet, Item 6.D Minutes, p. 10	• LMC amendments • Historic resources • Historic District Grant Program
12/10/2025	***Planning Commission*** Meeting Packet, Item 6.B Minutes, p. 33	• Transportation • Economic Development
1/7/2026	***Historic Preservation Board*** Meeting Packet, Item 6.B Minutes, p. 6	• LMC amendments • Historic resources • Historic District Grant Program
1/28/2026	***Planning Commission*** Meeting Packet, Item 6.A Meeting Recording	• Water and Open Space preservation • Implementation priorities

2025 Land Management Code Amendments

On June 5, 2025, the City Council approved Ordinance No. 2025-11 amending the LMC:

- **Child Care Facilities** – Shifts permit review from the Planning Commission to staff and allows for flexible parking arrangements, establishes consistent and updated review criteria, and updates provisions to align with recent changes to state regulations.
- **Steep Slope Conditional Use Permits in Historic Districts** – Establishes geotechnical criteria reviewed by the Building and Engineering Departments prior to Planning Commission review, establishes consistent maximum interior height regulations, and clarifies retaining wall and terracing regulations.
- **Radon Mitigation** – Requires accommodation of future radon systems in new buildings and additions so future owners can easily retrofit buildings if high radon levels are detected.
- **Historic District Materials** – Removes the requirement for new buildings to be painted opaque and establishes an advisory committee to assist in the creation of a list of materials that may be used on non-historic structures.
- **Maximum Driveway Widths in Non-Historic Districts** – Establishes an exception to the maximum 27-foot driveway width for Single-Family Dwellings and Duplexes when needed to provide safe ingress/egress to garages.
- **Changes to Reflect Updates to State Code** – Updates Food Truck and Mobile Business permits, business license review timelines, and subdivision processes for Single-Family, Duplex, and Townhomes and lot line adjustments.

On December 11, 2025, the City Council approved Ordinance No. 2025-23 amending the LMC:

- **Continuations** – Updates Planning Commission authority to respond to applicant requests to continue publicly noticed items to a later date.
- **House Bill 368** – Aligns LMC with changes to Utah Code regarding complete applications, noticing requirements, annexation references, and public meeting clarification for variances and appeals.

2026 Land Management Code Amendments

On February 3, 2026, the City Council approved Ordinance No. 2026-03 amending the LMC to allow Public Transit Amenity Areas to be constructed and maintained in Front Setbacks in five Zoning Districts.

Exhibit C: Neighborhood Character ~~Report Best Practices and Examples~~ Plan Outline

This draft ~~Neighborhood Character Report Best Practices and Examples Outline~~

~~Principle~~ Neighborhood Character Report Best Practices and Examples Outline

provides an example template for a neighborhood character plan ~~treatment~~ to document ~~for~~ neighborhood character ~~and the primary tool for~~to support compatible infill within those ~~communities~~neighborhoods. Establishes goals ~~for a community~~ grounded in research, inventory, documentation, and analysis.

Contents ~~of CLR~~

Introduction, which provides the administrative context of the project.

1. Management Summary
2. Historic Overview
3. Scope of Work and Methodology
4. Description of Study Boundaries
5. Summary of Findings~~.~~

Part I

1. Site history
2. Existing conditions
3. Analysis and evaluation

Part II: Community Vision

1. Intent of the Neighborhood Character Plan
2. ~~Articulates~~ Ggoals to implement community vision~~.~~
3. Outlines ~~objects~~ objectives to meet identified community goals

Overview of Neighborhood Characteristics

Landscape characteristics include tangible and intangible aspects of a neighborhood from when the analysis is conducted. The aspects identified individually and collectively give a neighborhood established character and aid in the understanding of its identity and infill compatibility. The characteristics may range from large-scale patterns and relationships to site details and materials. Not all characteristics are always present in every neighborhood.

1. Natural Systems and Features
    a. Natural aspects that often include the development and form of landscape
2. Spatial Organization

   a. Arrangement of elements create the ground, vertical and overhead plans that define and create spaces.
3. Land Use
   a. Organization, form, and shape of the landscaping in response to land uses.
4. Cultural Traditions
   a. Practices that influence land use, patterns of division, building forms, and use of materials
5. Cluster Arrangement
   a. Location of building and structures in the landscape~~.~~
6. Circulation
   a. Spaces, features, and materials that constitute systems of movement
7. Topography
   a. Configuration of the surface characterized by features and orientation.
8. Buildings and Structures
   a. Setbacks
   b. Façade
      i. Void to~~v~~ solid ratio
      ii. Material
      iii. Size and shape of window
      iv. entrance
9. Hardscape
   a. Material
   b. Design
   c. Location
   d. Pathways
   e. Storm drains
10. Vegetation
   a. Tree location
   b. Tree species
   c. Type of landscaping
   d. Height of landscaping
   e. Impacts on visibility
   f. Impacts on screening
   g. Indigenous or introduced trees, shrubs, ground covers, and herbaceous materials.
11. Views and Vistas

Exhibit C: Neighborhood Character ~~Report Best Practices and Examples~~ Plan Outline

a. Features that create or allow a range of vision which can be natural or designed and controlled.

12. Misc. Structures
    a. Water Features
    b. Planters
    c. Ballards
    d. Lighting
    ~~e.~~ Signs

~~13. Archeological Site?~~

~~a. Sites containing surface and subsurface remnants related to historic or prehistoric land use.~~

e.

Example of Neighborhood Character Plans: ~~_____~~

Ogden ~~– Example~~

https://ogdencity.gov/541/City-Plans

~~Community Plans 1990-2016~~

~~Background~~

~~1. Population~~

~~2. Land/Use Zoning~~

~~3. Development History~~

~~4. Rental Occupancy~~

~~5. Residential Housing Styles~~

~~Community Comments~~

~~1. Held one public meeting and consolidated public comments~~

~~Community Vision~~

~~1. Community Identity~~

Exhibit C: Neighborhood Character ~~Report Best Practices and Examples~~ Plan Outline

~~2. Land Use~~

~~3. Parks and Recreation~~

~~4. Transportation~~

~~5. Plan Objectives~~

~~6. Maps Identifying Community Vision~~

City Council
Staff Communications Report

Subject: Memorandum of Agreement Regarding Green Business Program Partnership
Author: Celia Peterson
Department: Sustainability
Date: 02/26/2026

Summary

Through the attached Memorandum of Agreement (MOA), Park City has partnered with the Park City Community Foundation, Park City Chamber & Visitors Bureau and Summit County to formalize governance, funding, and roles for the Green Business Program (GBP) through December 31, 2027. The GBP supports local businesses in adopting and showcasing sustainable practices related to energy, water, waste reduction, transportation, and community engagement.

The MOA implements recommendations from a 2024–2025 strategic planning process and establishes Summit County as the program home and lead implementer, supported by a part-time Program Coordinator. The agreement clarifies partner responsibilities, creates a shared annual base budget of $80,000, and provides a clear financial and administrative framework to ensure efficient and consistent program delivery.

Park City Municipal's annual financial contribution under the MOA is $10,000. Approval of this agreement advances City Council goals related to energy, waste reduction, sustainable tourism, and support for local businesses.

Background

The Green Business Program was launched by Recycle Utah in 2016 to support local businesses in adopting and showcasing sustainable practices. Since 2021, the GBP has operated as an informal collaboration among Park City Municipal, Summit County, the Chamber, Recycle Utah, and the Park City Community Foundation.

Partners, including Recycle Utah, developed the program to provide Park City and Summit County businesses with:

- Technical guidance and resources;
- On-site walkthroughs and verification;
- Networking and learning opportunities; and
- Public recognition of participating businesses (link).

Businesses are able to earn Bronze, Silver or Gold certification for implemented sustainability actions. The program's website provides guidance and resources for over 200 actions related to energy efficiency, water conservation, waste reduction, sustainable transportation and thriving community.

In 2024, a Sustainable Tourism Grant was used to evaluate opportunities to streamline and strengthen the GBP. A third-party strategic planning process, funded by the grant, recommended clarifying governance, securing a stable budget, consolidating day-to-day management under a single coordinator, and housing the GBP within Summit County.

The attached MOA implements those recommendations and establishes a formal partnership structure, funding commitments, and shared responsibilities.

Purpose of the Agreement
The MOA formalizes collaboration among the four partners to:

- Ensure consistent, efficient delivery of the GBP.
- Provide stable funding for program staffing and operations;
- Clarify roles, responsibilities, and decision-making processes; and
- Align the GBP with local sustainability, climate, and sustainable tourism goals.

Governance and Roles
Under the MOA:

- Summit County will serve as the Program home and lead implementer, managing the budget, contracting with a part-time Program Coordinator, and overseeing day-to-day operations.
- Park City Municipal Corporation will align the GBP with City sustainability goals, assist Park City businesses as requested, and support grant writing efforts.
- Park City Chamber & Visitors Bureau will support business outreach, promotion, and alignment with sustainable tourism goals.
- Park City Community Foundation will administer a dedicated fund for the Program, collect partner contributions, distribute funds to the County, and support nonprofit engagement and fundraising.

A Steering Committee with staff representatives from each partner will meet at least quarterly to provide guidance and coordinate collaboration.

Funding
The partners commit to a shared base budget of $80,000 annually for 2026 and 2027. The program will be reassessed at the end of 2027. For Park City Municipal, the annual contribution is $10,000, consistent with current sustainability partnership investments.

Funds will primarily support:

- A part-time GBP Coordinator;
- Certification management and website tools;
- Outreach, marketing, and events; and
- Program administration.

The Sustainability Department will use existing budget to cover this expense.

Exhibits

A *Memorandum of Agreement Regarding Green Business Program Partnership and Funding*

MEMORANDUM OF AGREEMENT
REGARDING GREEN BUSINESS PROGRAM PARNTERSHIP AND FUNDING
Between
Park City Municipal Corporation,
Park City Community Foundation,
Park City Chamber & Visitors Bureau,
and
Summit County

THIS MEMORANDUM OF AGREEMENT, (the "MOA") is made and entered into this (29) day of (January) 2026, by and between **SUMMIT COUNTY**, a political subdivision of the State of Utah, hereinafter referred to as the **"County"**, **PARK CITY MUNICIPAL CORPORATION**, a Utah municipal corporation, hereinafter referred to as "**PCMC**", **PARK CITY CHAMBER OF COMMERCE & VISITORS BUREAU**, a Utah non-profit corporation hereinafter referred to as "**Chamber**", and **PARK CITY COMMUNITY FOUNDATION**, a Utah non-profit corporation, hereinafter referred to as "**PCCF**". County, PCMC, Chamber, and PCCF are hereafter sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, the Parties are long-standing collaborators on sustainability and climate change action initiatives within Summit County; and

WHEREAS, starting in 2016, Recycle Utah ("RU") launched the Green Business Program (the "Program") which supports local businesses in setting goals and adopting sustainability actions; and

WHEREAS, since 2021, the Program has expanded and changed to be managed as an informal collaboration between the Parties; and

WHEREAS, in 2024, recognizing an opportunity to streamline Program implementation, clarify the Program's purpose and mission, and align the Program with the Parties' sustainability goals, the Parties collaborated to apply for a Sustainable Tourism Grant from the Chamber's Sustainable Tourism Grant program, with RU as the applicant; and

WHEREAS, after the Program was selected to receive a Sustainable Tourism Grant, the Parties developed and issued a competitive Request for Proposals for a strategic planning consultant, through RU, and Crestline Consulting was selected as the Strategic Planner; and

WHEREAS, the Parties actively participated in and contributed to the strategic planning process led by Crestline Consulting throughout Fall 2024; and

WHEREAS, the strategic planning process, which concluded in January 2025, issued major recommendations such as: securing a program budget through partner contributions and eventually also external sources, concentrating the work to implement the program under a Program coordinator

with continued in-kind support from the Parties, and housing the Program under County's Health Department; and

WHEREAS, the Parties agree to implement the major recommendations from the strategic planning process, having used calendar year 2025 as a time to clarify expectations, secure funds, and, at the same time, continue to run the Program with stewardship shifting to the County; and

WHEREAS, the Parties desire to enter into this MOA whereby their respective responsibilities are outlined.

NOW THEREFORE, in consideration of the mutual promises set forth herein the Parties agree as follows:

1. Program Budget
    a. Purpose: To support streamlined and impactful implementation of the Green Business Program, the partners agree that a budget is necessary to support (1) program staffing and (2) other expenses. Program staffing funds will be used to support the County in engaging a part-time contractor to be the Green Business Program Coordinator, with the possibility that this position could later be filled with a full-time County employee (with any non-Program related additional duties to be funded by the County). Other Program expenses will include, but are not limited to, certification management, outreach and marketing, program administration, and annual events. Additional details on the Program budget are provided in Attachment A. All Program expenses, including for the part-time contractor, will be funded by Summit County pursuant to its Procurement Policies in Summit County Code Title 1 Chapter 16.
    b. Target budget: the Parties agree to contribute a total annual base Program budget of $80,000 with the option of contributing additional funds for special projects. Contribution amounts are established in Attachment A. Each Party agrees to pay its annual financial contribution as outlined in Attachment A.
    c. Financial roles of Parties: County, PCMC, Chamber, and PCCF agree to support the Program financially according to the respective amounts set forth in Attachment A ("Program Funds"), which is incorporated in its entirety herein by reference. In addition to these financial contributions, the following financial roles have been agreed to:
        i. PCCF will collect Program Funds from itself, Chamber, and PCMC by March 31 each year and hold these funds in a reserve fund dedicated to the Program. This MOA shall serve as the basis upon which PCCF can invoice, and Chamber and PCMC can make their respective payments.
        ii. PCCF will cover the costs associated with its hosting and maintaining a Field of Interest Fund for the Program (estimated at approximately $4,000 per year).
        iii. County will expend its contribution (from its budget allocation) for Program purposes, including the staffing and other program expenses outlined in Attachment A.
        iv. PCCF will make quarterly distributions from the Program Funds to County within thirty (30) days following January 1, April 1, July 1, and October 1 of each calendar year. Distribution amounts to be consistent with and in proportion

to each Party's required annual contribution in Attachment A.

v. County has discretion to allow for fee increases in contract with Program Coordinator.

vi. All partners defer to County to award Program Coordinator COLA and merit increases as budget allows and agree to consider future budget and financial contribution increases that share the cost of inflation, COLA, and merit across the partners. This subparagraph shall only apply upon such time as the Program Coordinator is no longer a contractor but is a County employee.

d. Treatment of excess budget funds: the Parties agree that any Program budget funds in excess of what is spent in any given year shall be retained within the Program budget for uses such as a rainy-day fund, unexpected Program expenses, future special projects, and other uses determined by consensus by the Parties.

e. Use and expenditure: County will directly oversee and manage expenditures of the Program budget, including processing and paying invoices from the contract Program Coordinator and paying for other program expenses incurred. Costs that vary more than 50% from the anticipated budget uses outlined in Attachment A will be discussed with the Parties during quarterly Steering Committee meetings. New or unexpected costs associated with the Program shall be considered by the Parties, including which Party is best to cover the new or unexpected expense. If, at any time, the Parties determine it would make sense for another Party to make an expenditure on behalf of the Program, this expense should be considered in determining future financial contributions of the Parties.

2. Program Structure and Purpose: The Program enables businesses in Park City and Summit County to earn a bronze, silver, or gold Green Business Certification to showcase a business's environmental actions. The Program will support any business in Summit County seeking certification and will assist with promoting Program-oriented work and accomplishments businesses have completed. All eligible businesses, and not just Program certified businesses, can access networking and learning opportunities offered by the Program, including: quarterly lunch and learns, the Program newsletter, and resources compiled and available on the Program website.

   To earn certification, a business must complete four steps: (1) create an account on the Program website and share a profile approved by Program staff, (2) indicate what sustainability-related actions the business has taken or plans to take by going through a sector-specific Program checklist on the Program website, (3) upon attaining a first, or a new level of certification, Program staff will schedule a walkthrough of that business to verify the business's submitted actions and will assist in planning next environmental action steps, (4) once Program staff have approved the actions a business identifies in its checklist, and if the business has earned enough points, the business will be awarded a certification (bronze, silver, or gold) and be provided materials to help the business promote its certification.

   The Program checklist includes over 150 possible actions across the categories of energy, water, materials, transportation, and community. For each action, the Program provides information to explain the what, why, and how to support businesses in completing the

conservation or sustainability action. Where resources exist, the Program may connect a business with a technical service provider (e.g. the Program can connect a business with representatives from the Wattsmart and/or Thermwise programs for a business to receive a free energy walkthrough).

To celebrate and bring visibility to certified businesses the Program also facilitates press releases, a directory of certified businesses, and occasional awards.

Green Business Programs are a common tool used by local, regional, and state government agencies to encourage and recognize sustainable business practices. The Parties have designed the Program to reflect best practices from the many hundreds of similar programs throughout the Country, while maintaining a unique program that is tailored to meet the needs of local businesses and reflect the sustainability priorities of the community.

3. Roles and responsibilities of Parties. All Parties agree to contribute to the success of the Program while providing County and the Program Coordinator with resources necessary to implement the program in alignment with the Programs vision, mission, and values, and with the goal of being efficient and responsible with the Program budget. The Parties recognize the County's outsized overhead role as program home and agree to make staff available to respond to requests for assistance from the County and the Program Coordinator, within reason. Per the strategic planning process, each partner will focus its non-financial support to the Program as follows:
    a. County
        i. Leads Request for Proposals process for contract Program Coordinator
        ii. Liaises with Program Coordinator regarding fulfillment of contract obligations and timelines.
        iii. Via contract Program Coordinator:
            1. Leads organization and Program implementation
            2. Serves as main point of contact for Program, including for participating businesses and other inquiries
            3. Organizes Steering Committee meetings and documents meeting minutes, decisions, and next steps
            4. Ensures program serves its overall purpose
            5. Coordinates program budget
            6. Maintains Program
            7. Develops and implements communication and outreach materials with support from Summit County Communications and Public Engagement Department staff
        iv. Provides updates on the Program budget during Steering Committee meetings (see Section 4 regarding the Steering Committee) and will submit a budget status summary to PCCF twice per year.
        v. Maintains Program communications and website platforms
        vi. Hosts Program website domain
        vii. Aligns Program with County environmental sustainability goals*
        viii. Leads pursuit of fundraising and other external funding sources with support

from all Parties
   ix. Authority to terminate contract with Program Coordinator based on performance evaluation or insufficient Program funds to cover position
b. PCMC
   i. Aligns Program with PCMC environmental sustainability goals*
   ii. Assists businesses within PCMC city limits as requested by Program Coordinator
   iii. Supports fundraising and grant writing efforts
c. Chamber
   i. Aligns Program with sustainable tourism goals*
   ii. Provides business outreach, supports business engagement in programs and events, and program promotion
   iii. Supports fundraising and grant writing efforts
   iv. Turns over logo and branding files to County allowing for shared use among all Parties
d. PCCF
   i. Maintains special fund for Program
   ii. Conducts non-profit outreach to increase awareness and participation from the non-profit sector
   iii. Supports fundraising and grant writing efforts
   iv. Serves as lead applicant and contributes to fundraising and grant writing efforts that are available only to nonprofit recipients or when otherwise deemed best for the Program
   v. Aligns program with Climate Fund goals*
   vi. Transfers ownership of Program website domain to County

A diagram showing this organizational structure is provided in Attachment B.

A Party will be found that it cannot fulfill its in-kind role as outlined in this MOA if either (a) said Party proactively informs the other Parties of this change in capacity, or (b) the other Parties determine so by a majority vote of the Steering Committee (see Section 4 on voting of the Steering Committee). Upon determination that a Party cannot fulfill its in-kind role, the Parties shall determine an interim solution for up to one (1) year agreed to in a separate agreement. If after one year, said Party is still not able to fulfill its in-kind role, the MOA should be amended to reflect removal of that Party from the agreement and any corresponding change to remaining Parties' roles and responsibilities.

*County, PCMC, Chamber, and PCCF have all adopted different climate change action and sustainability goals including, but not limited to, the following:

- Greenhouse gas emissions reduction and increasing renewable energy use (County and PCMC)
- Waste reduction and diversion (County, PCMC, Chamber, PCCF)
- Energy and water efficiency and conservation (County, PCMC, Chamber)
- Increased access and availability of alternative, active, and public transportation options

for all who live, work, and visit the community (County, PCMC, Chamber)

4. Joint responsibilities. All Parties are responsible for working together to ensure the successful implementation of the Program in alignment with the Program vision, mission and values. Parties are expected to collaborate openly and keep each other informed of material developments within the community and their own organization that may be beneficial for all Parties to know, and specifically, to share information with the Program Coordinator. All Parties recognize the necessity for a dedicated program budget and agree to pursue fundraising opportunities as a group. All Parties are expected to contribute to the promotion of the program, including increasing awareness, advertising Program related events and other calls to action, and connecting interested parties to the Program Coordinator. While the Program Coordinator should be the main point of contact, any Party can use its discretion to determine when it is most efficient and logical to respond directly to questions, concerns, complaints, or comments about the Program. While the implementation strategy for the Program means that the Program Coordinator will most frequently be the face and voice of the Program, all Parties are expected to represent the Program professionally and responsibly. Ideas for Program changes, special initiatives or focus areas, and changes to the Program structure should be discussed openly among the Parties with those conversations led by members of the Steering Committee (see Attachment B). Feedback on the performance of any single Party on their contributions to the Program and regarding the Program Coordinator's performance should be brought forward for discussion among all Parties, while maintaining sensitivity to personnel management within the purvey of any single Party.

5. Steering Committee structure. A Steering Committee (Attachment B) comprised of staff from each Party will meet at least quarterly during the term of this Agreement. The contract Green Business Program Coordinator will schedule and organize each Steering Committee meeting with County staff stepping in to assist as needed. Each Party may send more than one representative to each Steering Committee meeting. The structure of Steering Committee meetings may be informal while staying on topic. The majority of Program business and activities do not require official decisions by the Steering Committee. At any time, a Party may request a vote on an issue if the Party's request is seconded by another Party. Decisions put to a vote shall be decided by simple majority of attending Steering Committee members. Parties are encouraged but not required to limit requests for votes to the following topics:
    a. Changes to the Program mission, vision, values, or other core identifying features
    b. Addition or removal of actions items for Program certification
    c. Addition or removal of business sector certification options
    d. Winners of Program awards
    e. Alterations to the Program logo or other core marketing assets
    f. Selection of external funding strategies to formally pursue
    g. Assignment of a lead applicant on a grant or other fundraising opportunity other than PCCF or County
    h. Expenditures causing more than 100% variance than expected budget uses across the categories in Table 2

The Parties may choose, on an ad-hoc basis, to invite Community Members to advise and consult with the Steering Committee. A Community Member may be an individual and/or organization. Any Community Members invited to advise the Steering Committee are expected to become familiar with the Program structure and purpose.

6. Advisory Committee and Technical Stakeholders. The Parties have expressed interest in pursuing additional roles for other stakeholders as recommended by the Program strategic planning consultant, including an Advisory Committee and Technical Stakeholder Group as shown in Attachment B. The actual formation of these groups and recruitment of stakeholders to serve on them will be a project of the Parties and Program Coordinator that can proceed outside of the Scope of this Agreement.

7. Term. The term of this MOA shall expire on December 31, 2027. Any Party may terminate this MOA, with or without cause, upon at least thirty (90) days' advance written notice to the other Parties, in which event an accounting shall be made of all funds, whether spent, unspent, or encumbered, as of the effective date of termination. Any Party may offer to renew, extend, or renegotiate this MOA. Upon termination of this MOA, County retains the right to continue implementing the Green Business Program, including continuing to draw down Program budget funds for expenses incurred to do so.

8. Relationship of Parties. Nothing in this MOA shall be construed or interpreted as creating a joint venture or legal partnership relationship between the Parties. Except as expressly provided by this MOU, neither Party shall have, nor shall it hold itself out as having any right, power, or authority to create any contract or obligation, either express or implied, on behalf of, in the name of, or binding upon the other Party, or to pledge the other Party's credit or extend credit in the other Party's name, unless the other Party consents thereto in advance in writing. Neither Party shall disseminate any written or oral press releases, advertisements or other communications representing itself as an authorized representative of the other Party. Except as expressly provided herein, neither Party shall have the right to exercise any control whatsoever over the activities or operations of the other Party.

9. Indemnification; Liability. County and PCMC are governmental entities subject to the Governmental Immunity Act of Utah, Utah Code §§ 63G-7-101 through 904. Each Party agrees to indemnify, defend, and save harmless the other from and against all claims, suits and costs, including attorney fees for injury or damage of any kind, arising out the negligent acts, errors, or omissions of the indemnifying Party's officers, agents, contractors or employees in the performance of this MOA. Nothing in this paragraph is intended to create additional rights to third parties or to waive any provision of the Governmental Immunity Act of Utah, provided said Act applies to the action or omission giving rise to the protections in this paragraph. The indemnification in this paragraph shall survive the expiration or termination of this MOA.

10. Compliance with Laws. Each Party will comply with all applicable federal, state and local laws, rules and regulations which may apply to the performance of their respective obligations under this MOA, including the County's Privacy Policy.

11. Counterparts. For convenience of the Parties hereto, this MOA may be executed in one or more counterparts, each of which shall be deemed an original for all purposes.

12. Assignment. Any attempted transfer or assignment of the rights or obligations of either Party under this MOA shall be null and void unless approved, in writing, by the other Party prior to such transfer or assignment.

13. Notices. Any notice required or authorized to be given hereunder or any other communications between the Parties provided for under the terms of this MOA shall be in writing (unless otherwise provided) and shall be served personally, or by reputable express courier service or by facsimile or electronic mail transmission addressed to the relevant Party at the address stated above or at any other address provided by that Party to the other as its address for service. Any notice so given personally shall be deemed to have been served on delivery, any notice so given by express courier service shall be deemed to have been served two business days after the same shall have been delivered to the relevant courier, and any notice so given by facsimile transmission shall be deemed to have been received on dispatch.

14. Modification. This MOA may not be modified except by express amendment hereto, in writing, signed by the Parties.

15. Choice of Law. This MOA shall be governed by and construed and enforced in accordance with the laws of the State of Utah.

16. If any provision of this MOA is adjudged to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions will not in any way be affected or impaired, and the Parties will use their best efforts to substitute a valid, legal, and enforceable provision which, insofar as practical, implements the purposes of this MOA.

17. Any disagreement, dispute, or claim arising out of or relating to this MOA which cannot be settled by the Parties hereto shall first be attempted to be settled through mediation before any Party may file an action in court. This paragraph shall survive the expiration or earlier termination of this MOA.

18. Entire Agreement. This MOA contains the entire agreement of the Parties hereto with respect to its subject matter, and supersedes any prior written or oral agreements between them concerning the subject matter contained herein

[SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed by their duly authorized officers as of the day and year first above written.

SUMMIT COUNTY

By: _____ Date:_____
Shayne Scott, County Manager

Approved as to form:

_____ Date:_____
Ryan P.C. Stack
Deputy Summit County Attorney

PARK CITY MUNICIPAL CORPORATION

By: _____ Date:_____
Ryan Dickey, Mayor

Approved as to form:

_____ Date:_____
City Attorney's Office

Attest:

_____ Date:_____
City Recorder

PARK CITY CHAMBER OF COMMERCE, CONVENTION AND VISITORS BUREAU

By: Jennifer Wesselhoff Date: January 29, 2026
Jennifer Wesselhoff, President/CEO

PARK CITY COMMUNITY FOUNDATION

By: _____ Date: February 10, 2026
Joel Zarrow, Executive Director

Attachment A
Proposed Initial and Future Green Business Program Budget and Funding Sources

Program Budget and Funding Sources				
Funding Source		**2026**	**2027**	**2028 & beyond***
Parties	County	$10,000	$10,000	*$15,000*
	PCMC	$10,000	$10,000	*$15,000*
	Chamber	$30,000	$30,000	*$30,000*
	PCCF	$30,000	$30,000	*$30,000*
External Sources	Grants, sponsors, etc	*Will be sought*	*Will be sought*	*Will be sought*
Funding for special projects	Chamber	$10,000	-	TBD
Base Budget Total		**$80,000**	**$80,000**	***$90,000***
Base Budget + Special Projects		**$90,000**	**$80,000**	***$90,000***
Administrative Fees for Field of Interest Fund	PCCF	$4,000 (cost covered internally by PCCF)	$4,000 (cost covered internally by PCCF)	*$4,000* (cost covered internally by PCCF)

Table 1. Funding sources for the term of the MOA (2026 and 2027) and beyond. *Program budget and funding sources for 2028 and beyond will be subject to renewal and extension discussions between the Parties as the term of the original MOA is through 2027. The additional expense absorbed by PCCF to cover its fee administering and maintaining the Field of Interest Fund for the Program is included.

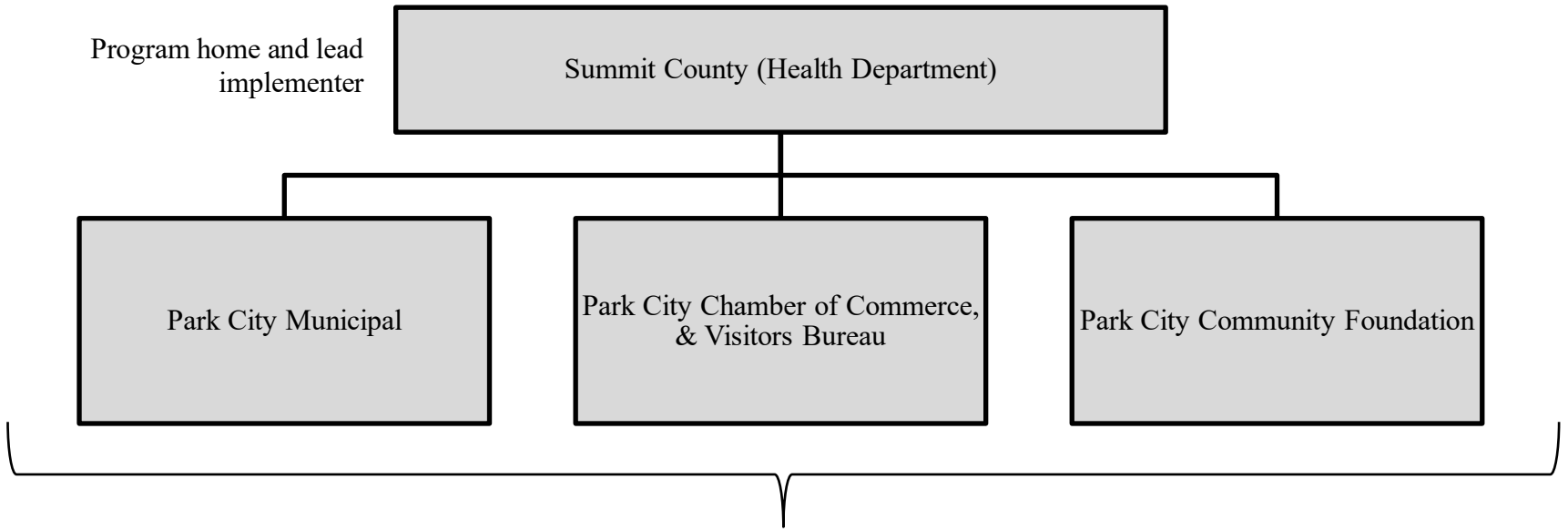
Proposed Initial Expenses					
Category	**Item**	**Rate / unit cost**	**Quantity**	**Total**	**Expenses cover**
Personnel (Contract Program Coordinator)	Wage/hr	50*	1040	$52,000	Hourly rate and annual fee adjustments for contract Program Coordinator engaged by County. Special project to evaluate overlap of GBP and Mountain Ideal designation and identify opportunities for alignment
	Additional wage for Chamber funded special project	*50	200	$10,000	
	Base subtotal			**$52,000**	
	Base + special project subtotal			**$62,000**	
Certification Management	Certification collateral	50	100	$5,000	Door stickers & signage provided to certified businesses. Costs to maintain annual website and/or subscribe to 3rd party tracker. Rebates (in the future) to assist businesses in adopting actions
	Website / online tracker	13000	1	$13,000	
	Rebates / incentives**	-	-	-	
	Subtotal			**$18,000**	
Outreach &	Advertising	7000	0.5	$3,500	Advertising like KPCW and TownLift ads,

marketing	Tech stack	1000	1	$1,000	social media boosting. Tech stack like CRM and email marketing platform
			Subtotal	**$4,500**	
Program Admin	Annual dues	2000	1	$2,000	Membership dues to join the Green Business Network and (in the future) attend annual conference (https://www.greenbusinessnetwork.org/)
	Conference travel**	-	-	-	
			Subtotal	**$2,000**	
Annual events	Venue rental**	-	-	-	Venue rental costs (in the future) and food, beverage for events, including Lunch & Learns and annual awards event. Cost of awards provided to recipients
	Food & beverage	500	5	$2,500	
	Awards	250	4	$1,000	
			Subtotal	**$3,500**	
			Base Budget	**$80,000**	
			Based Budget + Special Projects	**$90,000**	

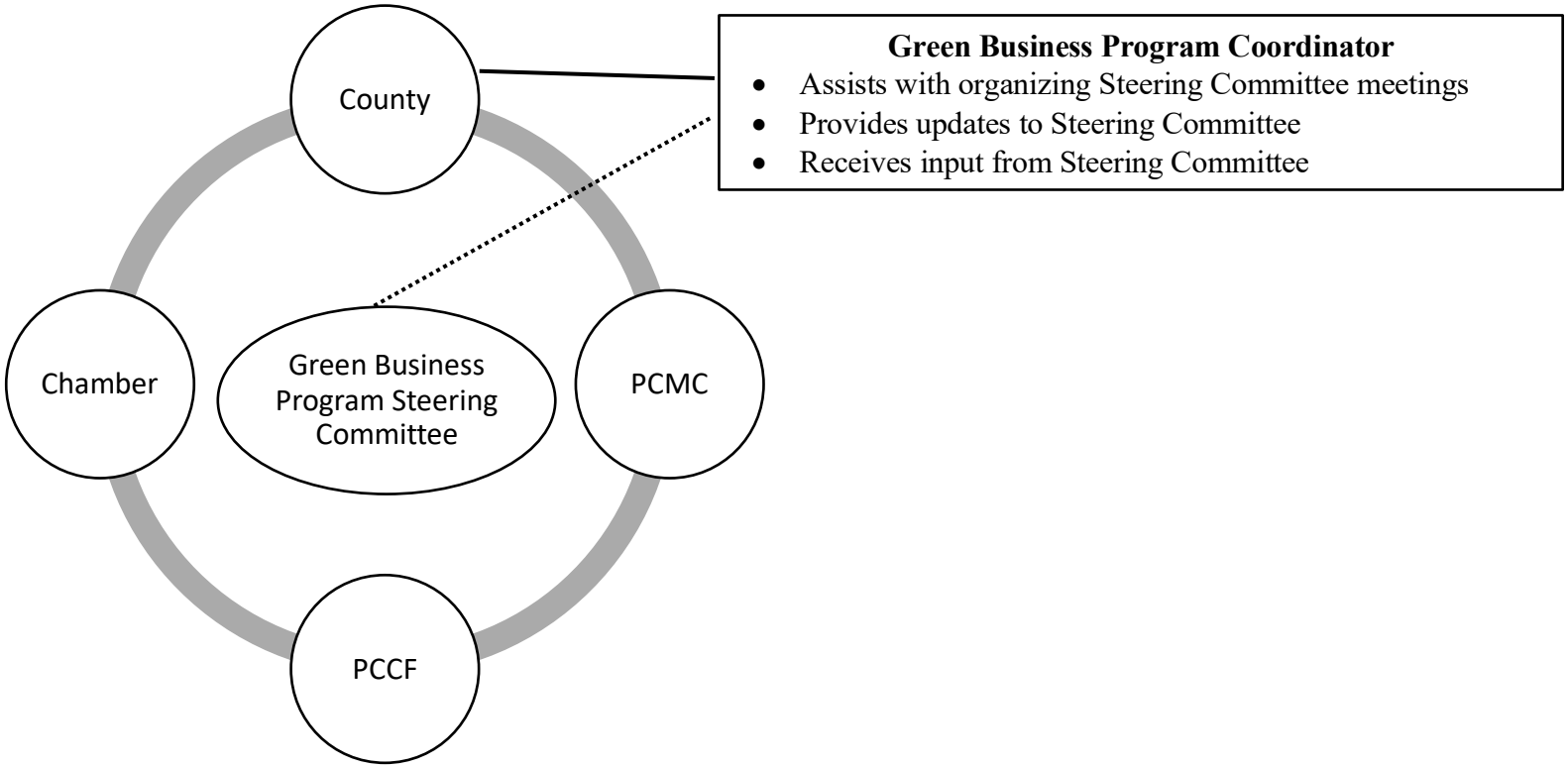
Table 2. Estimated personnel and other program expenses for the Green Business Program. *Rate for contract Green Business Program up to $50/hr, depending on qualifications, may be advertised as lower or at an equivalent contract total (not hourly) at discretion of the County. **Some anticipated expenses like rebates to participating businesses, conference travel, and venue rental have been deemed important by the partners and will be allocated funding as the budget allows but are not initially anticipated to be covered by the $80,000 program budget.

Attachment B
Proposed and Initial Green Business Program Organizational Structure

Visual 1: The Green Business Program implementation structure



Visual 2: Green Business Program Steering Committee membership and relationship to the Green Business Program Coordinator



The solid line represents the direct relationship between the County and the Program Coordinator. The Steering Committee does not directly supervise or manage the Program Coordinator.

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

January 15, 2026

The Council of Park City, Summit County, Utah, met in open meeting on January 15, 2026, at 3:15 p.m. in the Council Chambers.

Council Member Ciraco moved to close the meeting to discuss security at 3:17 p.m. Council Member Zegarra seconded the motion.

RESULT: APPROVED
AYES: Council Members Ciraco, Toly, and Zegarra
EXCUSED: Council Member Parigian

Council Member Parigian arrived at 3:28 p.m.

CLOSED SESSION

Council Member Ciraco moved to adjourn from Closed Meeting at 3:40 p.m. Council Member Zegarra seconded the motion.

RESULT: APPROVED
AYES: Council Members Ciraco, Parigian, Toly, and Zegarra

WORK SESSION

Senior Center Site Design and Programming Discussion:
Matt Lee, Project Manager, Craig Weakley, Senior Citizen representative, and Anne Mooney and Seth Striefel, Sparano+Mooney Architecture, presented this item. Lee reviewed the direction given at the November 6, 2025, meeting. He displayed some updated options. Option One would include 38 surface stalls and 30 underground parking stalls. He noted achallenge with this option would be the trees would have to be replaced in-kind. Option Two had 22 underground parking stalls and 47 surface stalls with a 7,500 square foot building footprint. Option Three had 47 surface stalls, and this configuration would allow for a different building footprint and more open space could be maintained on the north side. Option Four had minimal parking, with 28 surface stalls.

Striefel displayed a parking diagram and noted if the underground parking was elevated to eliminate the need for ventilation, there would be a need for an elevator and ADA

ramp. Lee added the plumbing would have to be inside the ground floor because of the elevated garage and that would only save $50,000, which was a relatively small number.

Lee indicated the surface parking costs would be much cheaper than having underground parking. He explained the facility needs based on meetings with the senior citizens and he displayed the programming and space allotment for a 16,000 square foot building, a 10,000 square foot building, and a 13,000 square foot building. Weakley indicated with a 10,000 square foot building, the multipurpose space would be the same as they currently had and would not meet their programming needs. Lee reviewed the cost estimates for the parking options and square footage options.

Council Member Ciraco asked if lunch was served four days a week to which Weakley affirmed and noted lunch was about an hour long. Council Member Ciraco asked about programming times in the future. Weakley stated the facility was open 9:30 a.m.-4:30 p.m., but there was interest in having longer hours with more activities. Council Member Ciraco felt a bigger building should have more utilization. He asked if the dining room could be used for other purposes. Weakley stated they discussed that but there were challenges with set up and breakdown. He thought there could be an opportunity in the early morning or late afternoon to have musical performances. But things like line dancing would require a full breakdown. Council Member Ciraco suggested cutting the surface parking in Option One by 12 spaces and stated that scenario would give the site more open space. He asked if the patio in Option One could be enclosed in the future to expand the center, to which Striefel affirmed.

Council Member Toly indicated she visited senior centers in Salt Lake County, and many offered breakfast and a cafeteria style offering so people could come and take home food, and she asked if that was considered for the Park City Seniors. Weakley indicated they offered lunch four days a week and that was funded by Summit County. They hoped to expand it, but it would come down to the County providing the funding for it. Council Member Toly referred to Option Three and stated there had been talk about using the existing parking stalls on Sullivan Road, which fit six to eight vehicles. Option Four had 28 surface stalls but the space on Sullivan Road could be expanded to accommodate more vehicles. She asked if the 16,000 square foot building option was all interior space and did not include a deck, to which Striefel affirmed. Lee clarified that if parking continued along Sullivan Road, they could have a total of 55 stalls.

Council Member Parigian asked why the kitchen was configured at 1,500 square feet. Striefel stated he consulted with someone on commercial kitchens and to feed 100 people that space was required. Council Member Zegarra asked what could happen with a 1,700 square foot space versus a 3,500 square foot space. Weakley indicated the smaller space would limit class sizes to 15 people, where now the demand was 40 people per class. The 1,700 could accommodate 28 people. With the bigger space, they could divide it and have 4 different classes going on simultaneously. He stated a 10,000

square foot building didn't meet their needs and indicated 13,000 was not the ideal but they could make it work.

Council Member Ciraco noted underground parking should not come out of the building budget for the seniors. He preferred Option One for parking flexibility and future expansion flexibility. He would like to take out 12 surface parking spots, which would leave 57 stalls. The 7,500 square feet footprint worked, but the 10,000 square feet footprint would give seniors more ground floor space and he preferred that.

Council Member Toly did not want underground parking because it always cost more than projected. She preferred spending the money on the center and not on the parking. She supported Option Three with parking at code, up to the 47 planned stalls. She hoped the center would be 13,000-16,000 square feet. Council Member Parigian supported Option Three because of the savings in parking. He felt parking for the seniors should not be under-parked. He supported some additional parking to the north of the property. He favored a 13,000 square foot building with an additional deck.

Council Member Zegarra supported Option Three and asked if a 16,000 square foot building required a bigger footprint, to which Lee affirmed. Stiefel stated a 13,000 might have a bigger ground floor. He indicated the 13,000 would give them flexibility in the HDDR and design reviews. Council Member Zegarra stated he supported 13,000-16,000 square feet. Council Member Parigian indicated he would only support Option Three with 57 parking spots. Mayor Dickey stated there was consensus with Option Three, and directed staff to explore options for additional parking with the13,000 square foot building footprint. Mooney indicated they would design for 13,000-15,000 and then they could present design options with a cost per square foot so additional features could be added if desired. A deck was envisioned and was not included in the square footage.

Discuss the 2026 Legislative Platform:

Margaret Plane indicated the Legislative session would run from January 20 - March 6. She noted the City's tracking sheet would link to ULCT's tracking sheet. She heard the budget would be tight and the focus would be on land use, property tax, water, building enforcement, code enforcement, fire, etc. Department heads would be talking with their organizations about the bills affecting Park City.

Michelle Downard, Strategic Initiatives Advisor, stated City staff would be heavily involved in the session. The platform was put in place for when decisions needed to be made in between Council meetings. The City generally supported bills that supported financial independence, protecting local resources, maintaining local control, supporting fair and proportional representation on regional and local boards, and bills that were equitable and provided access to resources to all residents and visitors to the City.

Mayor Dickey stated the legislative platform had been consistent over the years. Council Member Toly noted she sat on a board that was looking at different housing

policies. This was an election year so many of the legislators were running for reelection. Council Member Ciraco stated there was talk of tweaking the primary residence property tax exemption and asserted that could be a good thing for the City since many homes were secondary residences. Plane indicated 15% of the residences in the City were primary residences so that burden would shift. Council Member Ciraco noted there was talk on infrastructure bills to facilitate new housing projects and he hoped the state would pass those this year.

COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Questions and Comments:

Council Member Zegarra indicated he had been onboarding with staff and was learning a lot. He also attended the Utah League of Cities and Towns (ULCT) training for newly elected officials and was grateful for that. Council Member Parigian stated this was a time for a new start with City Council and appointing a new Council member would set the stage for the next four years. Council Member Toly noted the next Council meeting would be next Tuesday due to the start of the Sundance Film Festival. Council Member Ciraco appreciated the work Council Member Zegarra was putting in to get up to speed on the issues facing the City. He referred to the childcare scholarship program and stated staff needed clarity on the Council's preference for funding options. Michelle Downard indicated she would come back on February 3rd to talk about adjustments to the criteria to provide more support to providers. She noted it was difficult to look at childcare outside of the other requests for budget distributions. If the City wanted to sunset the program, she advised that they be notified early so families could prepare.

Mayor Dickey stated he attended the Wasatch Back newly elected officials training from ULCT that was held in the Council Chambers. Leaders from Summit and Wasatch Counties were in attendance and there was talk from everyone that they would like to work together.

REGULAR MEETING

I. ROLL CALL

Attendee Name	Status
Mayor Ryan Dickey Council Member Bill Ciraco Council Member Ed Parigian Council Member Tana Toly Council Member Diego Zegarra Jodi Emery, Acting City Manager Margaret Plane, City Attorney Michelle Kellogg, City Recorder	**Present**
None	**Excused**

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

Mayor Dickey opened the meeting for any who wished to speak or submit comments on items not on the agenda.

Carol MacFarlane stated she owned a house here since 2015 and was thankful she lived in a small town. She was thankful for the Council members. She requested the Council appoint Jack Rubin to the Council and she listed his experience.

Ellenore Baker 84060 endorsed Jack Rubin for the City Council because of his values. She heard around town Rubin did not support women, and she was here to rebuff that. There were important issues facing the City and they needed to have better outcomes with more voices.

Brian George 84060 stated half the town voted for Jack Rubin and half of the town wanted to see the vacant Council seat filled by him.

John Greenfield 84060 congratulated Mayor Dickey, and Council Members Toly, and Zegarra on their election. He was excited to see who would fill the vacant seat. He noted a herd of elk came to PC Heights and he hoped they would return.

Lynn Fey advocated for Jack Rubin and listed all his qualities. She noted half the town wanted him as mayor so appointing him would allow representation from the entire town.

Stuart Goldner 84060 stated the MARC was considering the discontinuation of the tennis pass and they stated it was being done to provide more space for other people. He knew a lot of pros took up court time and most of the out-of- city people were there taking lessons. He thought it was unfair to prioritize that over the use by residents.

Olivia Boger eComment: “I am writing to express my strong support for Jack Rubin’s application to serve on City Council. My name is Olivia Boger. I am an Old Town resident and a mother of two, raising my family in Park City with the hope that it will continue to prioritize what makes it special: open space, a true small-town feel, ease of daily life, and thoughtful stewardship of PC's shared assets. Jack ran his campaign on elevating resident voices within City Hall, and I believe that perspective is exactly what Park City needs on City Council right now. He would bring a grounded, resident-centered approach that listens carefully and keeps long-term livability front and center. Jack also has clear community backing. He lost the mayoral race by just seven votes, demonstrating strong voter support. In contrast to other applicants who have not earned that mandate, Jack has already shown that residents want him representing them. Appointing Jack to City Council feels both appropriate and aligned with the will of the community. I hope you will give his application your strongest consideration.”

Nicholas Getz eComment: “I respectfully submit this written public comment regarding the proposed elimination of the PC MARC Racquet Sports Pass, as reflected in recent meeting materials and agenda discussions. I am one of approximately 60 residents who currently hold this pass and use the facility regularly, particularly for tennis. Transitioning exclusively to an hourly fee structure materially increases the cost of consistent use. While occasional users may experience little impact, residents who play multiple times per week would face a significant cost increase that discourages regular participation and undermines affordability. This issue is not related to court availability or booking access. Rather, the rationale appears primarily driven by administrative simplification. From a resident perspective, operational convenience should not outweigh community access, equity, and long-term participation in healthy recreation. I encourage the MARC and Council to reconsider this approach. Based on research into the reservation platform provider, the system is capable of supporting both hourly fees and a membership-style pass simultaneously. This creates a practical solution that allows casual users to continue paying hourly while preserving a pass option for frequent local users, with minimal operational complexity. Additionally, I recommend that ZIP codes 84098 and 84060 be explicitly included in eligibility for the pass. These areas represent core members of the local community who regularly use and support the facility. Inclusion would promote fairness, consistency, and broader community access. I would also like to note that I did not receive the survey referenced in the decision process, nor did several other high utilizers of the pass. As primary stakeholders, our feedback would have been valuable in evaluating the true impact of this change. It is also my understanding that the MARC did not consult with or utilize the advisory services of the Recreation Advisory Board prior to advancing this recommendation. Given the Board’s role in representing community interests and providing informed guidance, its involvement would strengthen the decision-making process. For these reasons, I respectfully request that the Council reject the recommendation as currently proposed and direct the MARC to explore options that preserve a pass structure while maintaining affordable hourly access, engage the Recreation Advisory Board, and ensure equitable inclusion for residents in ZIP codes 84098 and 84060. This approach would better balance accessibility, fairness, community input, and operational efficiency. Thank you for your time and continued service to our community. Sincerely, Nick Getz Appendix: Cost Comparison and Equity Impact Current Pass Pricing Annual Pass: $1,463 6-Month Pass: $935 3-Month Pass: $572 1-Month Pass: $242 Break-Even vs. Hourly Rate (Assuming 2 Hours per Day at $36/hour) Annual Pass: ~20 days 6-Month Pass: ~13 days 3-Month Pass: ~8 days 1-Month Pass: ~3 days Hourly Court Fees (Indoor – Resident Rate: $36/hour) Daily Use (Max Allowed): ~60.8 hours/month → ~$2,190/month → ~$26,000+ annually Moderate Local Use (3 days/week, 2 hours/day): ~26.1 hours/month → ~$939/month → ~$11,200 annually Even moderate, consistent use quickly exceeds the cost of a monthly, quarterly, or annual pass. Moving exclusively to hourly pricing materially increases costs for local residents who rely on regular access, directly impacting affordability and equity.”

Mayor Dickey closed the public input portion of the meeting.

III. APPOINTMENT

1. Appointment of New City Council Member to Fill the Seat Vacated by Ryan Mayor Dickey:

Mayor Dickey explained the rules for voting for an applicant to fill the vacated Council seat. Council Member Ciraco stated there was an election and the community got to voice who they wanted to represent them. He thought if there was a special election, Jack Rubin would be the winner. Council Member Toly indicated she looked at all the candidates with an eye for what was important to her. She wanted someone who respected Park City and understood their stewardship for the community. They should respect business and tourists. She wanted someone who came to Council meetings and had a perspective that was different but complimentary to hers. She thought the person who rose to the top was Molly Miller.

Council Member Parigian stated this process should be objective and subjective, such as election results and temperament. Some people thought another woman was needed on the Council, but he thought that was not necessarily true. He favored two people: Jack Rubin and John Frontero. Council Member Zegarra was grateful for all those who applied to fill the vacancy and indicated this was a hard decision. The candidate for him was Molly Miller.

Council Member Ciraco stated the Council talked about equity and inclusion for the past two years and he felt he could represent women since he had acted as the mother in his household for the past decade. He thought the Council wanted to advance the entirety for this community. He looked for maturity. Council Member Parigian stated Frontero was a current member of the Planning Commission, and he was a pragmatic thinker and committed. Jack Rubin earned half of the mayoral vote, and he was also a pragmatic thinker.

First vote: Council Members Toly and Zegarra voted for Molly Miller. Council Members Ciraco and Parigian voted for Jack Rubin.

Mayor Dickey noted there was a tie vote. He stated that he had respect for Jack Rubin, but Molly Miller would bring perspective that wasn't on the Council, and she had been showing up on boards and commissions and Council meetings. She was there asking questions. He felt aligned with her values and priorities. He heard from the community that projects were stuck, and he wanted to move projects forward.

Mayor Dickey broke the tie by voting for Molly Miller.

Council Member Parigian stated everyone knew this would be the result and it was a continuation of the last four years, and he felt it was ridiculous. Council Member Ciraco indicated there was no closed session to deliberate this. He explained that he gave Miller feedback on her campaign and felt she politicized her role on a City board.

Voting Round Two: Council Members Toly and Zegarra voted for Molly Miller. Council Members Ciraco and Parigian voted for Jack Rubin. Mayor Dickey broke the tie by voting for Molly Miller.

It was indicated Miller would be sworn in at the January 20th Council meeting.

IV. PRESENTATION

1. Consideration to Approve Resolution 02-2026, a Resolution Supporting America250 Utah and Recognizing and Approving the Park City, Utah 250 Community Committee:

Chris Abbott, America250 Utah Commission, stated they were excited to bring this celebration to Utah, and they wanted to educate, engage, and unite people. He reviewed various programs the commission was sponsoring throughout the year. He encouraged the City to take the things the community normally does and bring an America250 flair to them for this year.

Council Member Ciraco moved to approve Resolution 02-2026, a resolution supporting America250 Utah and recognizing and approving the Park City, Utah 250 Community Committee. Council Member Toly seconded the motion.

RESULT: APPROVED
AYES: Council Members Ciraco, Parigian, Toly, and Zegarra

V. CONSENT AGENDA

1. Request to Approve Type 2 Convention Sales Licenses for Operation during the 2026 Sundance Film Festival:

2. Request to Approve a Grazing License between the City and Michael F. Pace for the Use of 129.38 acres on Parcel Numbers SS-28-A-1-X and SS-27-B-X:

Council Member Parigian moved to approve the Consent Agenda. Council Member Toly seconded the motion.

RESULT: APPROVED
AYES: Council Members Ciraco, Parigian, Toly, and Zegarra

VI. NEW BUSINESS

1. Consideration to Approve Resolution 03-2026, a Resolution Approving the Proposed Consent Agreement from Pesky Porcupine, LLC, Regarding Pending Third District Court Case Nos. 240500344, 240500559, and 240500569 (consolidated into 240500559), Regarding Land Use Approvals for a Single-Family House at 220 King Road in Park City, Utah:

Mitch Stephens, Outside Counsel for Park City, stated this litigation addressed three lawsuits. The first originated with a decision by the Planning Commission. The decision was appealed by the adjoining property owner within the City's process. The appeal was denied by the Appeal Board so the adjoining property owner appealed to the district court. In response to that lawsuit the City argued the court should accept the decision made by the Planning Commission and Appeal Board. This was similar to what was in the first part of the Consent Agreement, which was to accept the decision by the Planning Commission and Appeal Board.

The second and third lawsuits originated from the decision made by the Planning Director. After conducting an Historic District Design Review (HDDR) of this property, the plans were approved, subject to 24 conditions of approval. That decision was appealed and went to the City's Board of Adjustment (BOA). Neither the property owner nor the adjoining property owner was satisfied with the answer from the BOA and both filed lawsuits in the District Court. The Consent Agreement proposes resolving those lawsuits by returning to the decision reached by the Planning Director, including the 24 conditions of approval. In addition, the agreement would also mandate additional landscaping to mitigate visual impacts, require the owner to provide road safety and infrastructure improvements, and have the property owner, not the City, pay for any future litigation expenses that resulted from entry into the Consent Agreement if Council chooses.

Stephens indicated the agreement did not address the private lawsuit between the property owners, so those cases would continue. There was a hearing scheduled for one of the three cases on January 29th for the first lawsuit (Planning Commission lawsuit). There was no hearing scheduled for the other cases. Stephens stated consent agreements were part of the Utah code.

Eric Lee, Counsel for the Hermanns, stated he submitted a letter about what his clients had to say about the agreement. He asserted there was no compelling reason to decide tonight, and the Council should wait for the court's decision on January 29th. He thought Pesky wanted the Consent Agreement because of the upcoming court decision. With the agreement, Pesky would push for a building permit and push for construction regardless of the court cases. This would force the Hermanns to initiate new expensive proceedings in court to stop construction. Lee listed possible court filings that would take place as a result of approving the Consent Agreement. He noted that tabling the Consent Agreement would avoid further litigation and status quo would be maintained. He stated the Council could approve the Consent Agreement after the hearing on the 29th without consequence.

Council Member Ciraco stated the prior Council asked that the parties go to mediation, and he asked if there was a resolution in the mediation, to which Lee stated there was not. Council Member Ciraco noted the mediation discussion went public. He thought the City needed to bring the community together. Lee indicated the Consent Agreement would unnecessarily escalate the dispute.

Council Member Zegarra asked to know the substantive changes made to the house plans. Stephens stated the original submission went through the Planning process and BOA. It was an iterative process and had changed as it went through the City's processes.

Wade Budge, representing Pesky Porcupine/Prince family, stated this agreement would resolve the dispute between them and the City. With the first lawsuit, they were aligned with Park City, and with the other two, they were opposed to the City on one and aligned with Park City on the other one. He didn't think the City should spend time and money over a neighbor dispute. Regarding Council Member Zegarra's question, they would agree to the requirements made by the staff. He stated this home was similar in type and size as the other homes in the neighborhood.

Council Member Parigian asked if the Consent Agreement required the same conditions as the Planning Commission made, to which Budge affirmed and stated they also agreed to additional landscaping buffers and to provide road safety and infrastructure improvements.

Council Member Toly asked Dave Thacker, Chief Building Official, about the safety of a house built on steep slopes. Thacker indicated before construction, they required a geotechnical report, which would provide information on slope and excavation. Then they determine what type of shoring would be needed. He reviewed that the inspections were required to ensure the shoring wall was built to code. Council Member Toly asked if there were examples of this happening in other areas of the community. Thacker stated any steep slope would go through this process and indicated there were steep slope lots in Old Town and Mont Blanc.

Council Member Parigian asked why this couldn't be delayed until after the court decision. Stephens indicated Council could decide when to consider it. The hearing in two weeks was limited to the Planning Commission case. He couldn't say when it would all be resolved unless the Consent Agreement was signed today. He thought the Consent Agreement would make most of the litigation mute. He added that if the Consent Agreement was passed tonight, he anticipated that the judge would look at the Consent Agreement on the 29th and evaluate that.

Mayor Dickey opened public input.

Susan Fredston 84060 stated they voted for the Council to protect what made the City unique. She lived in Old Town for 20 years and prior to that they lived in Deer Valley and never had a problem with neighbors until now. They asked that their neighbors build to code. They didn't want a 22,000 square foot mansion in Old Town.

Rory Murphy 84060 indicated he was told that unless the Council ruled in favor of the agreement tonight, the state legislature would revoke Old Town's historic status. He hoped this wasn't the case.

Eric Hermann 84060 stated the majority of people who voted for the Council did not want this home in Old Town. Mr. Prince would do anything to not have the court decide this case. Hermann also noted there were three parties, but he was not included in the Consent Agreement. He felt this would set a precedent for other wealthy residents. He indicated the City would lose nothing by waiting two weeks and urged the Council to continue this item.

Nick Shapper 84098 stated he had been watching Park City for 50 years. The state legislature passed the consent agreement bill in 2025, which was suspicious. This went back to why the Council was elected, which was to maintain the culture and soul of the City. He asked if this home made the City a better place. Matthew Prince was not the last billionaire to come to Park City, so he urged the Council to save the soul of the City.

Pat Sweeney reviewed the process for Sweeney Properties, and indicated it took less time back then. He felt the Prince request was reasonable. He supported this resolution.

John Stafsholt stated decades of work had been done to create a process to protect the community. The result was an HR-1 MPD that ruled those lots. This MPD was enforced and had strong restrictions. The approval process was in place and should be respected. The agreement would set aside the BOA decision and sidestep the approval process for decades past. He asked the Council to think about the precedent it would set for future developers with deep pockets. He requested that the Council renegotiate the agreement.

Mike Sweeney wanted to make sure the City maintained the character that his family helped grow over the last 100 years. He didn't want the Council to destroy skiing into Park City.

Matthew Prince indicated they needed to get the Consent Agreement for his kids so they could have a home they felt comfortable in. He thanked the staff for being professional and impartial. This was not a new build. There used to be two homes on that land. He wanted to find a way through this. He wanted the City to step out of the way and let the neighbors settle their dispute.

Larra Murdock worked in Park City since 1998, and she saw how much development had changed everything. She stated big homes continued to be built here and she didn't understand why a grotesque sized house had to be built here. She wanted this to go to court.

Laura Morawski, Larra Murdock, Aaron Williams, Allison Kozeny eComment: "At the first meeting of this new Council, you are being asked to vote on a matter that will define the character of Park City. Do we enforce the rule of law, our historic guidelines, and our land management code equally on all citizens? Will we be bullied into allowing a billionaire's mansion on the side of Treasure Hill which the community strongly opposes? Do not overturn the decision of your own municipal body, the Board of

Adjustment, which denied approval of the project. After 2 years, this dispute is finally scheduled to be heard by the 3rd District Court in two weeks. Let it go to court!"

Rich Wyman read his eComment: "I'm here to urge you to reject the proposed consent agreement for 220 King Road and allow this matter to proceed to court, where a judge can weigh the facts, apply the law, and make an impartial decision. Park City is special because of its people and the historic character of Old Town. Those values didn't happen by accident. They exist because this community has repeatedly chosen to uphold clear standards, consistent rules, and a fair process—regardless of who is involved. For several years, the proposed development at 220 King Road has moved slowly and contentiously through City Hall. There have been approvals, denials, revisions, and disputes. That is exactly how a rigorous land-use process is supposed to work. When disagreements reach an impasse, the courts exist for a reason. What concerns me deeply is the message this consent agreement would send. If the City settles now—under intense pressure from extremely wealthy property owners and powerful political interests—it signals that influence can override process. It tells everyday residents that the rules are flexible for the powerful and rigid for everyone else. That is not the Park City we believe in. The rule of law must apply equally in this community. Not differently for billionaires. Not differently for connected developers. And not differently because litigation is uncomfortable or politically inconvenient. Old Town is not just real estate. It's our shared history, our neighborhood fabric, and the reason people fall in love with this city in the first place. When large-scale projects are proposed that fundamentally alter that character, residents have a right to expect careful scrutiny—and to trust that the City will stand by its own standards. Letting this case go to court is not a failure. It is a demonstration of confidence in the process you've sworn to uphold. A judge can evaluate the facts, interpret the code, and determine what is lawful. That outcome—whatever it may be—will carry legitimacy because it was reached without political pressure or backroom compromise. Tonight, you have a choice: • Accept a settlement that many residents see as capitulation, or • Stand firm, defend your ordinances, and let the judicial system do its job. I respectfully ask you to choose the latter. Stand up for Park City's residents. Stand up for Old Town. Stand up for equal application of the law. Reject the consent agreement and let the court decide."

Mayor Dickey closed public input.

Council Member Ciraco stated the City had a lot of needs, so he wanted to bring the parties to a resolution. He didn't want the City to be in between the two neighbors. He felt the impact of the home was subjective, but the additional screening would shield the home to a certain extent. Council Member Parigian indicated a home was not size dependent so this issue was ridiculous. Council Member Toly wanted to protect the historic district and protect local control.

Council Member Zegarra felt this was a hard decision and it was messy. Mayor Dickey supported the Council, but he wanted the house to meet code. These plans now met the code. He noted the appeal authority was now removed from the Board of

Adjustment since they didn't hear these appeals very often. He thought now was the time to approve the Consent Agreement. Council Member Ciraco stated he wouldn't judge what size house people wanted to live in. This house was approved by the Planning Commission and upheld by the Board of Appeals.

Council Member Ciraco moved to approve Resolution 03-2026, a resolution approving the proposed Consent Agreement from Pesky Porcupine, LLC, regarding Pending Third District Court Case Nos. 240500344, 240500559, and 240500569 (consolidated into 240500559), regarding land use approvals for a single-family house at 220 King Road in Park City, Utah. Council Member Toly seconded the motion.

RESULT: APPROVED
AYES: Council Members Ciraco, Toly, and Zegarra
NAY: Council Member Parigian

VII. ADJOURNMENT

With no further business, the meeting was adjourned.

_____
Michelle Kellogg, City Recorder

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

January 20, 2026

The Council of Park City, Summit County, Utah, met in open meeting on January 20, 2026, at 4:15 p.m. in the Council Chambers.

CLOSED SESSION

Council Member Ciraco moved to close the meeting to discuss property and litigation at 4:17 p.m. Council Member Zegarra seconded the motion.

RESULT: APPROVED
AYES: Council Members Ciraco, Miller, Parigian, Toly, and Zegarra

Council Member Toly moved to adjourn from Closed Meeting at 5:22 p.m. Council Member Zegarra seconded the motion.

RESULT: APPROVED
AYES: Council Members Ciraco, Miller, Parigian, Toly, and Zegarra

REGULAR MEETING

I. ROLL CALL

Attendee Name	Status
Mayor Ryan Dickey Council Member Bill Ciraco Council Member Molly Miller Council Member Ed Parigian Council Member Tana Toly Council Member Diego Zegarra Jodi Emery, Acting City Manager Margaret Plane, City Attorney Marissa Marleau, Deputy City Recorder	**Present**
None	**Excused**

II. SWEARING IN CEREMONY

1. Swearing In of a Council Member of the Park City Council for a Term Expiring January 3, 2028:

Council Member-Elect Miller was sworn in by Deputy City Recorder Marissa Marleau.

III. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Questions and Comments:

Council Member Miller expressed that she was honored to be appointed and was excited to get to work. Council Member Ciraco apologized to the community for the lack of snow and noted upcoming travel plans. Council Member Zegarra was excited that Park City would get to enjoy one last Sundance Film Festival and encouraged everyone to take public transit to reduce traffic accordingly during this time. Council Member Toly noted that the Legislative season had begun.

Staff Communications Reports:

1. Municipal Sign Code Updates:

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

Mayor Dickey opened the meeting for any who wished to speak or submit comments on items not on the agenda.

Deb Stafsholt, 84060, provided a packet for Council review. She referenced last week's Council meeting and believed that Option Three was a prudent choice given the parking challenges. She cited that the library's annual year-end report included 261,720 visitors, excluding PC Tots, Lucky Ones coffee, and staff members, so the need for parking at the new Senior Center location, as well as the surrounding area, was gross, and she hoped that Council would consider increasing the parking when considering these facts.

Mayor Dickey closed the public input portion of the meeting.

V. CONSENT AGENDA

1. Request to Approve Type 2 Convention Sales Licenses for Operation during the 2026 Sundance Film Festival:

2. Request to Approve Ordinance 2026-02, an Ordinance Adopting the Revised Accommodations, Youth Protection, Drug Testing, and Driving on City Business and Use of City Vehicles Policies

3. Request to Authorize the City Manager to Execute a Professional Services Agreement, in a Form Approved by the City Attorney, with Bowen Collins and Associates Inc., Not to Exceed $200,000, for General Engineering Services:

4. Request to Authorize and Amendment to the Exclusive Negotiation Agreement with Brinshore Development, LLC, in a Form Approved by the City Attorney, to Proceed in Good Faith to Negotiate the Development Agreements to Support the Bonanza 5-Acre Site Redevelopment Partnership.

Council Member Ciraco clarified that the extension was for 60-day extension.

Council Member Toly moved to approve the Consent Agenda. Council Member Ciraco seconded the motion.

RESULT: APPROVED
AYES: Council Members Ciraco, Miller, Parigian, Toly, and Zegarra

VI. OLD BUSINESS

1. Re-Create 248 Transit Study: Alternative Selection:

Connor Campobasso, Tim Sanderson, and Julia Collins, Transportation Planning Team, introduced the Re-create 248 project and stated they would address feedback from the previous Council meeting. The team collectively reviewed the project history, defined the Locally Preferred Alternative (LPA) and why it's helpful, discussed how the future footprint would answer questions and reduce impacts, and asked the Council to consider action on the LPA resolution. Campobasso stated that through Level One screening, they were able to narrow it down to two alternatives: exclusive bus lanes and light rail. Staff recommended side-running bus lanes because they would provide operational flexibility, reduce the impact, and would be compatible with the current system. Campobasso indicated that the LPA was the transit option selected by the community to move forward, which is both a critical step to access grant funding, as well as a shared milestone that can be used across FTA, Utah Olympic Committee, and partners. In addition, it also allows for reimbursement of project costs from LPA adoption forward. Most importantly, selecting the LPA means that if Park City were to get a federal grant in the future, everything from the LPA adoption and forward will be federally reimbursable.

Campobasso stated that the next phases of the project will include selecting a concept to advance. They would refine the design and move the concept to the NEPA review process. He furthered that the team met with HOAs and several business owners regarding property impacts and they are committed to working with them throughout the process. Mayor Dickey asked staff to further define the difference between a dedicated side-running bus and a BRT. Campobasso stated that the stops would look similar to the A-Fresh Market stop. Sanderson further explained that BRT is more of a concept, but that side-running bus lanes are dedicated to buses only, are out of mixed traffic, and have priority at intersections.

Council Member Toly inquired how Council will be involved in the conversations with commercial property owners who will be affected by project. Campobasso stated that many of the big picture concepts will present themselves during the NEPA stage, which is where staff will have more conversations with Council regarding impacts. Council Member Toly asked how this conversation would align with the conversation regarding the Bonanza 5-acre parcel. Chris Eggleton, Economic Development Director, stated that without moving forward with an LPA today, Brinshore Development, would not have the necessary information to make those considerations in the plans. Council Member Toly asked if staff would be meeting with Park City Mountain Resort, Deer Valley, and the Wintzers on the Iron Horse side of Bonanza Drive, to which Campobasso affirmed. Council Member Toly asked if reversible flex lanes could be included in this model. Campobasso stated that it is included and will be evaluated as a design consideration in the NEPA phase.

Council Member Ciraco stated that he shares similar concerns about private property owners but added that he would like to move forward with the LPA to see what options staff return with. Council Member Zegarra stated that he is comfortable moving forward because the project remains under Park City's control, consideration for wildlife is being given, meaningful funding options may now be pursued, and the LPA is not legally binding. Council Member Parigian asked what UDOT's core goals for this project are. Campobasso stated that it refers to the charter goals developed with UDOT, which means that their operations are maintained so that travel lanes are not reduced. Council Member Parigian asked how the chosen method was evaluated in order to determine that it was the most supported alternative by the community. Campobasso stated that there were several outreach events, workshops, visits to the Prospector community, and a year-long hotline for those with questions. Council Member Parigian inquired about the changes made since the last meeting. Campobasso stated that there were changes to the maps and outreach to business owners. Council Member Parigian asked why there is a rush to sign the LPA. Sanderson stated that Council direction was to move quickly and that staff is encouraging the LPA because that would mean the City is reimbursed for the project. Eggleton added that the LPA signals to the community and its partners the direction the Council would like to take. Council Member Parigian asked why the LPA decision requires a resolution. Sanderson stated that it shows the federal government and UDOT that Park City is committed to the project.

Mayor Dickey opened public input.

Craig Dennis, 84060, Prospector Square Property Owners Association Executive Director, stated that they were concerned about the turn at Albertos and Bonanza Park. They did not wish to see Re-Create 248 delay Bonanza any longer than it already has. He believed the language in the LPA regarding business relocation could be stronger and would like Council to take a deeper look at business impacts.

Tom Farkas, 84098, believes there is another alternative that merits further consideration: a single dedicated bus lane with alternating flow in the direction of rush-

hour traffic. He suggested reducing the speed limit from 55 mph to 45 mph, which would allow for narrower travel lanes.

Mayor Dickey closed public input.

Council Member Ciraco asked if the cost for the bus option was $150-$217 million. Campobasso stated that it was conservatively around $176-$300 million. Council Member Ciraco stated that he would like staff to do the best work possible and then let the Council decide whether that investment is worth the price tag above. He furthered that he would like staff to identify a location for a future wildlife crossing. Council Member Miller indicated that the funding is a persuasive argument and she supported the resolution. Council Member Parigian stated that he is not in alignment with widening the roads for the cost and for a service that will only be heavily used during one season. He did not support the resolution.

Council Member Toly stated that the Council cannot control growth around Park City, but they can ensure an easier way to get in, out, and around town, and she was ready to move forward with the resolution. Council Member Toly also hoped to see wildlife impacts considered and was in favor of the least impactful plan to the Bonanza area as a whole. Council Member Ciraco stated that whatever solution Council came to would be controversial and he expected to see public comment at each stage of the process. Mayor Dickey stated that selecting a locally preferred alternative was a major project milestone towards addressing the 248 corridor, especially with the Olympics only a few years away.

Council Member Zegarra moved to approve Council adoptiing a resolution in support of a locally preferred alternative as amended in the packet and the slides. Council Member Toly seconded the motion.

RESULT: APPROVED
AYES: Council Members Ciraco, Miller, Toly, and Zegarra
NAY: Council Member Parigian

Council Member Parigian was excused from the remainder of the meeting.

VII. NEW BUSINESS

1. Open and Public Meetings Act (OPMA), Government Records Access and Management Act (GRAMA), and Ethics Act Training:

Margaret Plane, City Attorney, presented on Open Public Meetings Act (OPMA), GRAMA, the State's Public Records Act, and Municipal Ethics Act (MOEEA). Plane presented a short video on the Open and Public Meetings Act, which ensures government actions and deliberations are conducted openly. Plane shared that Council Members may not text about any item on the agenda during an open and public City Council Meeting. She stated that in 2025, the City handled 581 GRAMA records

requests, and the Police Department received 933 requests. Plane furthered that there are four main GRAMA categories: Public, Controlled, Private, and Protected. She also stated that GRAMA has an appeal process if someone is unhappy with an access denial, a fee waiver request, or a request for the City to take more time to fulfill a request.

Plane stated that disclosure under Utah law occurs in written and oral forms. She furthered that Council Members may not accept gifts that would cause departure from the faithful and impartial discharge of duties, or gifts that are contingent on a specific action or past actions. Council Member Ciraco asked if there is a requirement or state-mandated requirement regarding retention of communications. Plane stated that transitory communications are concluded after the business obligation is over and thus do not need to be saved.

VIII. ADJOURNMENT

With no further business, the meeting was adjourned.

_____
Marissa Marleau, Deputy City Recorder

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

February 3, 2026

The Council of Park City, Summit County, Utah, met in open meeting on February 3, 2026, at 2:45 p.m. in the Council Chambers.

Council Member Toly moved to close the meeting to discuss property at 2:48 p.m. Council Member Zegarra seconded the motion.

RESULT: APPROVED
AYES: Council Members Miller, Parigian, Toly, and Zegarra
EXCUSED: Council Member Ciraco

CLOSED SESSION

Council Member Zegarra moved to adjourn from Closed Meeting at 4:05 p.m. Council Member Toly seconded the motion.

RESULT: APPROVED
AYES: Council Members Miller, Parigian, Toly, and Zegarra
EXCUSED: Council Member Ciraco

WORK SESSION

Discuss PCMC's Needs-Based Childcare Scholarship Program:
Michelle Downard, Strategic Initiatives Advisor, and Hans Jasperson, Nonprofit Services Advisory Committee Staff Liaison, presented this item. Downard indicated there was a request for childcare funding in the Emergent Needs Grant Program item that would be voted on later today. She reviewed the history of the City subsidizing childcare to make it more affordable for families in the workforce and for residents in the community. The Council originally allocated $1 million which lasted two years and she noted those funds were exhausted in December 2025. She felt to continue the program, the City would need to allocate $655,000 annually. Downard indicated that Summit County contributed almost $900,000 to help with childcare scholarships as well. There were also some bills at the Legislature this session addressing childcare. She recommended that this come back in the budget session so the Council could consider this funding with the City's other budgetary needs.

Downard broke down the funding and noted 10% of it went for provider incentives. She wanted the Council to consider expanding that to 20%. She met with the school district to learn how they expanded preschool in the district and she was impressed with all they did in this area. The proposed 20% provider incentives would not include the school district, but they would include for-profit and non-profit providers. She proposed giving each provider $100 per month for each Park City enrolled child, and this would replace the provider incentives for children receiving DWS childcare assistance. The estimated total for the proposed incentives was $70,900 annually. Downard indicated the Council could decide to implement the provider incentives retroactively or from February 2026 going forward.

Jasperson reviewed the support the City provided to PC Tots, including free rent at the library facility and public service contracts, which provided operational support to nonprofits. In early 2025, PC Tots applied for a public service contract to support teachers' salaries, curriculum and class materials. The Nonprofit Services Advisory Committee recommended a public service contract of $27,250 for FY25, and $50,000 for FY26 and FY27. The Council approved the FY25 amount but redirected the remaining funds to the Emergent Needs Fund. The majority of Council wanted to support PC Tots through the Childcare Scholarship program and noted if additional support for PC Tots did not materialize, they could apply to the Emergent Needs Grant Program for additional funding. At the time of this discussion, the eligibility requirements and payment thresholds for Emergent Needs grants had not been established. In December 2025, PC Tots applied for an Emergent Needs grant, and their request was based on an unanticipated 26% healthcare insurance premium increase. The committee separated PC Tots' request from the other requests because of the unique background.

Jasperson stated the Nonprofit Services Advisory Committee was seeking clarification on this issue. They offered two options: Option A – if childcare provider incentives are approved, they recommend awarding $15,000 in a one-time emergent needs grant. Option B- if Council does not approve childcare provider incentives, they recommend awarding PC Tots a public service contract of $50,000 for FY26 and FY27. He noted the provider incentive would help in the long-term, but PC Tots had this additional need. He stated both options could be funded with the funds in this year's budget and asked whether the committee could approve one of the options for PC Tots or if the Council had another option.

Downard indicated the City had the budget to fund childcare through the end of the fiscal year if the Council desired. She also asked for Council direction on whether to come back to discuss sunsetting or continuing the childcare program.

Council Member Parigian asked how the funding for providers equaled $70,900, to which Downard stated the incentive would only be for providers located in the City limits. Council Member Parigian asked how much a backflow preventer cost, which some providers' buildings needed, to which Downard stated $11,000 per commercial building.

Council Member Toly asked to know more about the bill at the Legislature regarding childcare. Downard stated the current one was mirroring the Big Beautiful Bill, (HB190) which would expand support and give tax incentives to employers who supported their employees with some type of childcare benefit. Generally, it was intended for large employers that could build facilities onsite. It would build on top of the incentives found in the Big Beautiful Bill. Council Member Toly asked why the cost of childcare was still high since 3-4 year olds were now attending preschool at the school district's program. Downard stated the capacity needs were less of a challenge, but as far as affordability, not all the children go to the preschool at the schools because they did not live in the school district. Tuition rates in the City and county-wide had not seen big tuition increases though. Council Member Toly asked what PC Tots would use the funding for if they received a public service contract. Jasperson stated the public service contract was needed to support teachers' salaries, curriculum and class materials, and he noted they had lost federal funding and were also expanding into another location, which made their fundraising lift higher at that time. Council Member Toly asked if PC Tots could apply for another public service contract in the next go-around if the City awarded the provider incentives and a one-time grant now. Jasperson stated that was what he wanted the Council to weigh-in on.

Council Member Miller asked how provider incentives would be used by other daycares, to which Downard stated there were no restrictions on those funds. Council Member Miller asked if PC Tots could apply for a public service contract in FY27 or if they would have to wait until FY28. Jasperson stated this was a unique situation so the Council could direct staff on the parameters. Mayor Dickey asked if the public service contract funds were depleted. Jasperson explained these contracts were issued biannually and the next round would be for FY28 and FY29. Any funds not allocated for FY26 and FY27 were assigned to the Emergent Needs Fund.

Council Member Miller did not want to increase the overall budget, and she favored Option B - $50,000 for FY26 and FY27, and visiting where the Council wanted to take the program in the future. Council Member Zegarra wanted to help families in the workforce and was looking for sustainable funding for the childcare scholarship program year-round. He supported Option B for now. Downard stated during the budget process, Council could support building childcare funding into the budget so it wouldn't be a repetitive annual request discussed separately.

Council Member Parigian recalled the Council wanted to make childcare an ongoing budget item. Downard stated they could bring that back, but she would like to see the Council's general level of support on what they would like to see discussed. Council Member Parigian didn't want to deplete the entire Emergent Needs Fund for PC Tots and asked if there was a hybrid solution. He supported Option A: increasing the funding by $32,000 for provider incentives and giving PC Tots $15,000. Jasperson noted the next public service contract wouldn't be until FY28. Council Member Parigian asked if PC Tots received funding every year. Jasperson stated there was $600,000 to allocate

every year and through FY27 $500,000 had been allocated. Council Member Parigian proposed giving $15,000 for this year and $50,000 for next year.

Council Member Toly requested a work session discussion on this during the budget process and include all the childcare options. Then the Council could determine how much to fund the program. She stated the Emergent Needs Fund was for emergencies. She supported Option B. Council Member Parigian agreed they needed to figure out the funding for the program.

Although Council Member Ciraco was excused, he emailed his thoughts on this item. He strongly believed that we should seek a permanent funding source for the existing program this budget planning cycle. His preference would be to focus on structural recurring funding to help support childcare affordability with reasonable expectations of families regarding investing in their children's care. He supported expanding the scholarship amounts modestly as long as it was equitable and applied to all providers, whether they were for profit or non-profit. He also supported the childcare providers incentive as detailed in the staff report and would consider any future funding that would support a parent paying their childcare tuition bill assuming all other benefits are maximized, including those that were in development at the Chamber and with their members which would leverage new Federal childcare tax laws.

Council Member Parigian indicated he was more aligned with Option B, but he didn't want to deplete all the funds with five months left in the fiscal year. He agreed with Council Member Toly's comments on getting it in the budget. Mayor Dickey summarized the Council supported Option B and during the budget process they would start with the $655,000 budget number and have a work session to understand what things needed to be done within the program to address the greatest needs. It was indicated the $50,000 allocation could be awarded tonight as an amendment to the Emergent Needs Grant item on the Consent Agenda.

Margaret Plane, City Attorney, indicated Council Member Miller used to be on the Nonprofit Services Advisory Committee and she would be recused from that Consent Agenda item. She noted that since this item would be removed from the Consent Agenda, the Council could discuss amending it to award the $50,000 for FY26 and FY27.

Council Member Parigian wanted to ensure that there would be funds to cover any emergencies that arose before the fiscal year end. Council Member Toly noted the Council found funds for emergencies and gave an example of the SNAP benefits last fall.

2026 Legislative Session Update:

Michelle Downard, Strategic Initiatives Advisor, stated they were a couple weeks into the session, and it was busy. Staff was monitoring the bills as they were filed. She tried to simplify the tracking sheet and noted the topics were similar to years' past, including

short term rentals, prohibitions for municipalities regarding short term rentals, childcare business tax credits, and a property tax modification bill. Plane indicated there were other bills that the Council and residents cared about, but the tracker was intended to address items that would directly affect the municipal government. There was SB97, which would revert reserves from the General Fund budget to a 25% cap. If this was passed, the City would transfer the additional funds to capital projects. There was an e-bike bill, which proposed robust regulations for bikes that went faster than 25 mph without human power. It also preserved local control in terms of policies or regulations based on if the device would be appropriate depending on the road or pathway.

Council Member Parigian asked why the state had a bill if there was local control. Plane stated that for the broader category of faster bikes, there would be a requirement to get a driver's license and a safety certificate for those under 16 years of age. Cartin added the City could determine where these electric vehicles were allowed. This would also include vehicles like electric scooters and other electric things in the market. He felt this was a good cleanup bill for electric mobility and non-electric mobility vehicles.

Council Member Toly stated the Chamber of Commerce was tracking tourism, wildlife, restaurant tax, and ID for alcohol revisions bills. She stated the public could track bills on UTIA.

COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Questions and Comments:

Council Member Toly stated the City had its last Sundance Film Festival and it was very busy. She felt the City went out in style. Council Member Parigian didn't think Council Questions and Comments should be in Work Session because nobody was in the chambers. Council Member Miller indicated she toured the EngineHouse Affordable Housing Project and was so impressed. She disclosed she served as vice chair of the Nonprofit Services Advisory Committee until her recent appointment to the Council, and would recuse herself from the Consent Agenda. Council Member Zegarra noted he went with Jodi Emery to the Colorado Association of Ski Towns (CAST) meeting held in Salida, Colorado, and he saw that the challenges the City faced were also challenges for other resort ski towns. Mayor Dickey asserted he was excited to work with this Council. He stated the Olympics were coming up and some activations would be coming to town to get people excited for the 2034 Olympics, which would take place here.

Staff Communications Reports:

1. November 2025 Sales Tax Report:

REGULAR MEETING

I. ROLL CALL

Attendee Name	Status
Mayor Ryan Dickey Council Member Molly Miller Council Member Ed Parigian Council Member Tana Toly Council Member Diego Zegarra Jodi Emery, Acting City Manager Cate Brabson, Deputy City Attorney Michelle Kellogg, City Recorder	**Present**
Council Member Bill Ciraco	**Excused**

III. CONSIDERATION OF MINUTES

1. Consideration to Approve the City Council Meeting Minutes from January 8 and 13, 2026:

Council Member Toly moved to approve the City Council meeting minutes from January 8 and 13, 2026. Council Member Zegarra seconded the motion.

RESULT: APPROVED
AYES: Council Members Miller, Parigian, Toly, and Zegarra
EXCUSED: Council Member Ciraco

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

Mayor Dickey opened the meeting for any who wished to speak or submit comments on items not on the agenda.

Ellen Kuck and the Youth Advisory Council stated they were at the Legislature last week and it was a great experience. Aiden stated the Utah League of Cities and Towns (ULCT) hosted a mock debate on housing and affordability. He was impressed with the discussion on shifting the focus from single homes to condos and townhomes. Different members of the group liked meeting other youth councils from around the state and the mock debates. Council Member Toly stated it was the third year that the youth council attended the Capitol, and it was great. She noted the youth council met once a month to discuss current issues facing the City.

Helen Nadel thanked the Council as the City ended its last Sundance Film Festival. She was also grateful the Council adopted the Arts Master Plan.

John Greenfield 84060 stated tonight's joint meeting with the Planning Commission was a reset. This reset didn't happen by coincidence, but because the residents pushed

back on this project. He felt public outreach was important and it led to better projects. He explained outreach versus engagement without outreach.

Sue Banerjee, PC Tots Executive Director, indicated stable funding was essential and childcare was community infrastructure. Childcare was a foundational system that other systems depended on. It helped provide increased income and women's workforce participation. She noted the workforce was not the same as the resident population and they came to the City to keep the City functioning. She asked the Council to provide stable funding for PC Tots, strengthen the City childcare program so it supports the workforce, and invest in all providers serving the workforce. These actions would strengthen economics for the City.

Virginia Solomon 84098 Summit Pride Foundation Board President, stated trans people could not play sports, eat at restaurants, and in some cases stay in their homes. Some trans people got fired from their jobs. They asked the Council to direct lobbyists to oppose the anti-trans bills at the Legislature.

Kris Campbell 84098, Summit Pride Foundation Board Member, stated there were three anti-trans bills to keep an eye on. HB404 which would carve out an exception to the fair housing act to allow discrimination against trans people in single-sex housing: HB174 which was a complete ban on health care for trans youth, and HB193, which would eliminate public funding for trans health care for adults, such as Medicaid. Two more bills were in Rules Committee: HB 196 would allow the Legislature to rename Class C roads to whatever they want, even though naming roads was a city's responsibility. Specifically, Harvey Milk Road is being proposed to change to Charlie Kirk Road. HB302 would put a further ban on Pride flags as a result of the Pride symbols on the Salt Lake City flag.

Mayor Dickey closed the public input portion of the meeting.

IV. CONSENT AGENDA

1. Request to Approve a Three-Year Lease Agreement with Stacy Witbeck, a Civil Construction Firm, for 1.8 Acres along State Route 224 to Allow for Laydown Yard Activities on the Property:

2. Request to Authorize the City Manager to Approve Contract Amendments with Utah State University Utah Conservation Corps, Ecology Bridge LLC, Optimo Landscaping and Snow Removal LLC, and Greenleaf Enterprises to Extend the Terms and Increase the Contract Amounts by $275.000, for a Total Not to Exceed $475,000, in a Form Approved by the City Attorney's Office, for Invasive Species Mitigation:

3. Request to Approve the 2026 City Sponsorship of the Following Special Events, and Authorize Final Staff Approval: Full Moon Snowshoe, Your Barn Door is Open, Barn Tours, and Scarecrow Festival:
4. Request to Approve the Nonprofit Services Advisory Committee's Recommendations for Emergent Community Needs Grant Awards for a Total of $55,150, to the Following Local Nonprofit Organizations: Hive Family Collective, National Ability Center, People's Health Clinic, Summit Community Gardens & Eats, Summit County Clubhouse, and WasteLess Solutions:

5. Request to Authorize the Acting City Manager to Execute an Amendment to Extend the Binding Exclusive Negotiation Clause for 90 Days, Ending May 11, 2026, with Wadsworth Acquisitions, LLC, to Pursue a Public-Private Partnership to Deliver an Indoor Pickleball Facility:

6. Request to Approve the Conveyance Agreement, in a Form Approved by the City Attorney's Office, to Acquire Lot 4 of the FJ Gillmor Subdivision from Summit County in Exchange for Park City's Waiver and Release of the "Up-to-10-Acre Obligation" from the 2017 Open Space Cooperation Agreement:

Council Member Toly moved to remove Items One, Four, and Six from the Consent Agenda. Council Member Zegarra seconded the motion.

RESULT: APPROVED
AYES: Council Members Miller, Parigian, Toly, and Zegarra
EXCUSED: Council Member Ciraco

Council Member Zegarra moved to approve Items Two, Three, and Five of the Consent Agenda. Council Member Toly seconded the motion.

RESULT: APPROVED
AYES: Council Members Miller, Parigian, Toly, and Zegarra
EXCUSED: Council Member Ciraco

1. Request to Approve a Three-Year Lease Agreement with Stacy Witbeck, a Civil Construction Firm, for 1.8 Acres along State Route 224 to Allow for Laydown Yard Activities on the Property:
Council Member Toly asked if this company had to restore the land after the three-year lease, to which Blair affirmed. Council Member Toly asked if the City could ask the contractor to assist in upgrades at the end of three years. She stated more parking by the McPolin Barn was needed, so that could be discussed in three years. She wanted the contractor to do that work since they got the lease for so little money. Cate Brabson stated it wouldn't be with this contractor, but the City would go through the procurement process for upgrades. Blair noted the lease was a market rate lease. Also, there was no designation on what to do with the revenue from the lease. Council Member Toly thought a conversation would be beneficial to beautify the area and add parking.

Council Member Parigian stated the elk statues were not decorative as noted in the staff report and he wanted that corrected as the project proceeded.

Council Member Toly moved to approve a three-year lease agreement with Stacy Witbeck, a civil construction firm, for 1.8 acres along State Route 224 to allow for laydown yard activities on the property. Council Member Miller seconded the motion.

RESULT: APPROVED
AYES: Council Members Miller, Parigian, Toly, and Zegarra
EXCUSED: Council Member Ciraco

4. Request to Approve the Nonprofit Services Advisory Committee's Recommendations for Emergent Community Needs Grant Awards for a Total of $55,150, to the Following Local Nonprofit Organizations: Hive Family Collective, National Ability Center, People's Health Clinic, Summit Community Gardens & Eats, Summit County Clubhouse, and WasteLess Solutions:

Council Member Miller recused herself from this item since she had previously served on the Nonprofit Services Advisory Committee. Mayor Dickey stated there was one amendment to note from the Work Session discussion.

Council Member Toly moved to approve the Nonprofit Services Advisory Committee's recommendations for Emergent Community Needs Grant Awards for a total of $55,150, to the following local nonprofit organizations: Hive Family Collective, National Ability Center, People's Health Clinic, Summit Community Gardens & Eats, Summit County Clubhouse, and WasteLess Solutions, with an amendment to award PC Tots $50,000 in FY26 and $50,000 in FY27. Council Member Zegarra seconded the motion.

RESULT: APPROVED
AYES: Council Members Parigian, Toly, and Zegarra
EXCUSED: Council Member Ciraco
RECUSED: Council Member Miller

6. Request to Approve the Conveyance Agreement, in a Form Approved by the City Attorney's Office, to Acquire Lot 4 of the FJ Gillmor Subdivision from Summit County in Exchange for Park City's Waiver and Release of the "Up-to-10-Acre Obligation" from the 2017 Open Space Cooperation Agreement:

Luke Cartin, Lands and Environmental Sustainability Director, stated this agreement would formalize the transfer of Lot 4 from the County to the City and the City would release its claim to property the county owned in order to move forward with transferring Lot 4 to Recycle Utah.

Council Member Zegarra moved to approve the conveyance agreement, in a form approved by the City Attorney's Office, to acquire Lot 4 of the FJ Gillmor Subdivision from Summit County in exchange for Park City's waiver and release of the "up-to-10-

acre obligation" from the 2017 Open Space Cooperation Agreement. Council Member Toly seconded the motion.

RESULT: APPROVED
AYES: Council Members Miller, Parigian, Toly, and Zegarra
EXCUSED: Council Member Ciraco

V. OLD BUSINESS

1. Clark Ranch Discussion with the Planning Commission:

Christin Van Dine, Rick Shand, Grant Tilson, John Frontero, and Seth Beal, Planning Commissioners, Jarrett Moe and Chris Day, Alexander Company, Sara Wineman, Housing Project Manager, and Meredith Covey, Planner, were present for this item. Mayor Dickey stated no vote would be taken tonight, but they would discuss where the best location for the 10-acre development would be. Wineman reviewed the preferred location would be chosen before they reinitiated the rezoning process with the Planning Commission. Covey explained how the development would need to comply with the code.

Day indicated the Alexander Company did a lot of work since last year on this project. He displayed two 10-acre options within the 15 acres for the location of the development. He noted they received good feedback at the Planning Commission meeting in October, 2025, including the density and mass of the project needed to be reduced significantly, the stormwater retention needed to be within the 10-acre boundary, and the development should be compatible with PC Heights next door. There weren't many parameters for building length and number of units as well as building height, so they set a baseline of metrics to show tonight. They reduced the project to lie fully within 10-acres, including stormwater retention, and reduced massing and density. The two options were the Triangle option and the Buffer option. With Triangle, the terrain was marginally flatter and there was reduced visibility from the commuter vantage. The constraints to this site included a higher cost per unit, more design challenges, reduced unit count, limited views/marketability, more road and infrastructure needs, increased risk of flooding, and more site disturbance.

The Buffer option would have a lower cost per unit, greater flexibility in site design and programming, more efficient road layout, more efficient stormwater management, improved use in relation to protected recreational open space, and less site disturbance. The constraints to this option included slightly steeper slopes and more visibility from a commuter vantage.

Day displayed building footprints for the sites. For building heights, they modeled 28 feet and 35 feet, which was comparable to PC Heights. Commissioner Shand asked why Triangle was a higher unit cost if it was flatter. Day stated there was additional road infrastructure and not a lot of flexibility for stormwater storage.

Commissioner Beal asked if only the larger buildings would be 35 feet tall. Day stated the larger apartment buildings were set at 35 feet and the townhomes were shorter. He noted there would be a variation of building heights. Commissioner Frontero stated the number of townhomes didn't change in the different scenarios, and he asked how much steeper the slope of the Buffer option was. Day indicated the civil engineer didn't think there would be much difference between the Triangle and the Buffer regarding steep slopes. Commissioner Frontero looked at the grading map he thought the townhomes would be more visible with Buffer. Commissioner Van Dine asked about the visuals from the residents' perspective, to which Day stated the Triangle units would not be as desirable.

Council Member Toly asked if the grading for the Buffer was similar to grading at PC Heights, to which Day stated the upper third of PC Heights would be the same grade as Buffer. Council Member Toly asked where the stormwater retention would go on the Buffer site. Day indicated there was space on the north side of the site. Council Member Toly asked if more townhomes could be added. Day stated the mix of attainable and market rate units would be a factor.

Commissioner Van Dine stated she didn't have a problem with 35 feet height for this development as long as they were getting affordable units. Commissioner Tilson referred to the access road connecting to the frontage road and asked if the slope of the crossing would change significantly between the Triangle and Buffer. Moe stated it would be easier to make the connection with the Buffer option but that could evolve as design progressed. Council Member Parigian asked if the Triangle would have less noise than Buffer, to which it was indicated it would not be much difference. Commissioner Shand asked how much less site disturbance there would be with Buffer. Day stated he would get back to them with that information.

Mayor Dickey liked the look of the design with the buildings broken up. He asked what factors drove the footprint of the Triangle Medium and the Buffer Small and Buffer Medium. Day indicated it came down to unit yield for the concepts.

Commissioner Van Dine asked for more mirroring of PC Heights and she preferred the Buffer Small or Buffer Medium options. She didn't think houses below the level of PC Heights was desirable. She also didn't want more roads built. Council Member Zegarra agreed with Commissioner Van Dine and supported Buffer. Commissioner Beal thought massing would be more visible and problematic the higher up the hill they were placed. He preferred Buffer, but he was conscious that as they were more visible, he would want to see less massing. Council Member Parigian stated Buffer had less site disturbance and asked how that was. Day stated there would be less infrastructure for roads. Moe explained there would be additional grading for cul-de-sacs and intersections with Triangle. Council Member Parigian indicated the entire 10 acres would be disturbed. He stated Triangle put all the open space together whereas Buffer split the open space.

Council Member Toly supported Buffer Small with a 28-foot maximum because she liked smaller buildings and fewer roads. She thought that would give the City flexibility to work on townhomes and the development was more of a townhome style. There would need to be more mitigation for stormwater if the Triangle option was chosen.

Commissioner Shand liked Buffer Small for the smaller buildings, and he didn't have a strong opinion on height until he saw massing. Council Member Parigian asked if anyone liked having all the extra open space contiguous to the conservation property. Commissioner Beal stated that was an advantage of the Triangle option. Council Member Miller preferred Buffer Small and didn't have an opinion on height. She didn't want people living in a ditch as proposed with Triangle. Commissioner Tilson preferred the Buffer Small because of the access road crossing that slope. Also, it matched the character of PC Heights and Park City in general. He thought architectural variation would make it look nice. Commissioner Frontero liked Buffer Small and stated smaller buildings and going up higher would be less impactful.

Council Member Parigian noted Buffer Small offered less units. He preferred Triangle because of the contiguous open space and he liked a varied height. Council Member Zegarra supported Buffer Small. Commissioner Van Dine preferred Buffer Small or Medium. Mayor Dickey asked about preference for height maximum. Council Member Zegarra was open to 35 feet. Several members favored varied heights. Commissioner Tilson preferred 28 feet. Commissioner Van Dine stated she supported 35 feet if they got more affordable units.

2. Consideration to Approve Next Steps for the Citywide Bus Stop Improvements Project:

Sydney Maves, Tim Sanderson, Julia Collins, Anna Maki, Steven Dennis, and Alex Roy, Transportation Planning Department, presented this item. Maves reviewed they were here to get direction on whether to proceed with a reduced project scope due to a funding gap or look at additional funding strategies to maintain the full scope. Roy stated they wanted projects that advanced a multimodal system. The bus stop improvements were a top project, and it received the most public outreach. Improved pathways separated from vehicle traffic was also a top priority and ebike and pedestrian safety received high feedback as well. Maves indicated they were updating 83 bus stops to enhance transit accessibility. They also wanted to provide ADA accessibility. They didn't consider making bus stop improvements on SR224 because of the BRT project there.

Maki reviewed the bus stop improvements project also included upgrades to adjacent bicycle and pedestrian facilities, including raised crosswalks, upgraded sidewalks and new multi-use pathways along the spine network. Maves stated they were working with homeowners for temporary construction easements to facilitate the improvements. Maki indicated that overall, they received positive feedback, but they did receive questions on visual impacts and landscaping.

Dennis displayed the available funding for the project with a breakdown of federal, state, and local funding, and noted there was a $2 million funding gap from the original estimate. Maves stated there were options to address the funding gap, and indicated they could eliminate two pathways, reduce the scope of the pathways, or maintain the full project scope. She indicated the Little Kate pathway was close to a school and it was on the Transit route, so that should be prioritized. She reviewed the timeline for next steps on this phase of the project. Sanderson emphasized this was a huge project and he thought there would be public comment from people who were concerned with specifics.

Council Member Toly asked why Little John Road was not chosen since it was on the back side of the schools. Maki indicated that section was not called out, possibly because it had existing sidewalks. Roy noted Little John didn't have as many bus stops as Little Kate. Council Member Toly asked if the Monitor pathway could be broken up. Roy stated they were slowing down on proceeding with the pathway on Monitor to consider consistency of the corridor. Council Member Toly asked if the budget included the funds for the easement compensation, to which Dennis affirmed. Council Member Toly asked if the LDS church parking lot could be used for construction staging. Dennis stated they didn't intend to stage material at the sites. Council Member Toly asked about the stops on Park Avenue. Dennis stated most of those stops would not get a covered shelter. They would improve the Town Lift stops by removing the parking shoulders and installing more ramps and crosswalks.

Council Member Parigian asked if there was a list of the 83 stops. Dennis stated it was online and he could send it to him. Council Member Parigian asked what would be done with the Sunflower stop. Dennis indicated they would not improve that site because the owners would not work with the City. Council Member Parigian asked what a non-permanent bus stop sign meant. Sanderson explained it was a flag down site. Council Member Parigian asked about the easements, to which Maves stated there was high probability of getting those easements from the property owners. Council Member Parigian stated he didn't get a notice for input for this project. Roy indicated the direct person outreach was for people directly impacted by the projects, but they had information at the fall and spring project open houses.

Council Member Miller asked how much time would be needed for the temporary construction easements, to which Maves stated one to three weeks. They were asking for up to a year on the easement. Council Member Miller stated the proposed multi-use pathways would also have an option for bikes to still be allowed on the street and she asked how that would be managed or enforced. Maki indicated there was not a lot of enforcement on pathways. They heard concern from residents on the use of bikes on the pathways, so it was worth having a policy discussion with Council on enforcement options. Currently, they relied on education. She noted the use on the road would be shared with traffic.

Council Member Zegarra stated the $2 million gap did not correspond with the $3 million displayed on the closing the funding gap slide. Dennis stated it would vary, but they predicted there would be a $2 million gap. Mayor Dickey asked if this would be a good time to do extra analysis on the pathways since there was a funding gap, to which Sanderson affirmed.

Mayor Dickey opened public input.

Alec Brackenridge 84060 didn't get outreach before December, but he thought the strip of land in front of his home was problematic for a bus stop. He stated that area took a lot of engineering, time, and money to address hardscaping, drainage, and landscaping. The path would go on top of the improvements they made in 2021, and those plans were approved by the City. They would also lose two parking spots in front of their garage. He hoped there were alternatives for this.

Hong McDonald 84060 stated she never heard about this project until December when she got something by certified mail. She distributed a handout and asked how the bus would make a hard right since it was 35 feet long and the road would be smaller. She also thought bikers would be weaving in and out, and she noted they didn't stop. She asserted sidewalks were needed on both sides of the street so aggressive dogs didn't attack other dogs that they would meet during walks. She indicated snow storage would also be a problem with this proposal. She asked that the City staff talk to more homeowners.

David Dobkin, Cash Subdivision HOA president, urged Council to not improve the stop on Cash Drive since it was not used. It made sense to use the funds to improve another stop along the route, and he suggested adding a stop at the intersection of Woodland View Drive and Royal Street East since that would provide easier access for those residents. He thought the data for the decision making was old. He gave suggestions for additional stops.

Michael Persky 84060 believed in the objective of the plan and indicated staff did a great job reaching out to homeowners. He agreed with Council Member Miller's comments. They were bikers and walkers, and he didn't see a multi-use bike path being as safe as what they had today. He thought it would be great to skip Monitor and use the funds for Silver King.

Katherine Fagin asked to make this item clearer on the Council agendas so people would know that the discussion would be on walkways and bike paths. She asked how the first and last mile to the bus stops were feasible in the winter in Park Meadows since you can't park on the roads in the winter. She reported on the status of the bus stops in Park Meadows, in varying degrees of completion. She wanted more scrutiny on the work and felt there was a better use of public funds, such as for the stops that only had a pole planted in dirt.

Mayor Dickey closed public input.

Council Member Toly asked why a multi-use path was chosen for only one side of the street over having sidewalks on each side of the street. Maki stated they looked at the right-of-way and width they had to work with. For Monitor, they looked at a cycle track and a sidewalk on one side of the road, which would have been separated, but the maintenance crew requested that it be all one level for snow shoveling. With that feedback, they looked at other options. The one level would not have a buffer from traffic and people would walk in the cycle track. She stated the current proposal had 2 feet of curb and 2.5 feet of shoulder so there would be separation from traffic for the cycle track. She explained a cycle track was a divided pathway for pedestrians and bicyclists. Roy stated there was a separated sidewalk and then a buffer and then another path for bike lanes, but this was not the current proposal. They wanted to maintain a buffer in the right-of-way so bikers could ride on the street. He noted they could look at these things on Monitor a little more if Council desired.

Council Member Toly asked about Mr. Brackenridge's concerns. Sanderson stated there was an existing bus stop at 10th and Park, and this was an opportunity to connect the existing pathway network with Park Avenue. Council Member Toly stated Brackenridge sent pictures of flowers and asked if those were in the City right-of-way, to which Sanderson stated some of them were and they would need a survey to determine the exact property line. It was indicated staff had also met with the neighbor to this property. Council Member Toly asked about the outreach with Cash HOA. Sanderson stated they reached out to the property manager. The original concept was to provide a shelter and a bench. The property manager stated they were not interested in the shelter and wanted the stop moved 15-20 feet because it blocked their signage. The stop was moved to comply with that request. Staff had met with concerned citizens of Cash and they were willing to move the stop, but the goal was to have a safe and accessible landing pad.

Council Member Parigian stated parking was at a premium in Old Town and he didn't want to take away 3-5 spots for a sidewalk that might not be useful. He felt this was for the visitors, and the residents got the short end of the stick. Council Member Toly indicated the Council approved a stairs project in 2022, and she asked if it went all the way from Lowell to Park Avenue. Sanderson stated they could look at that.

Mayor Dickey asked if Council wanted to bring back the 10th Street Stairs for reconsideration. Council agreed to talk about the history of the 10th Street Stairs Project, including what was improved, so they could give direction on what to improve, and for staff to continue discussing it with the homeowners. It was clarified that staff should not pull it out of the project, but she wanted to discuss it more.

Council Member Zegarra asked what the width of the rail trail was, to which Roy stated it was 10 feet wide. It was indicated this proposed pathway was 12 feet wide. Council Member Zegarra noted 80% of the funding of the project was from external sources,

and he thanked staff for getting those funds. Collins indicated they had applied for a $6 million grant from UDOT which would be used for active transportation, and they would hear if they got that this spring. She noted that could be another potential funding source for this project.

Council Member Zegarra supported Option 2.5, reducing the scope of the pathways, and looking for additional funding for the pathways Council Member Miller supported 2.5 and wanted to maintain fidelity on the plans that had been worked on for so long.

Council Member Parigian supported Option 1, eliminating both pathways and indicated $6.2 million was a third of the cost of a senior center. Council Member Toly supported Option 2, keeping the Little Kate pathway and eliminating the Monitor part of the project. Roy stated Option 2.5 was to keep Little Kate and reassess Monitor, but Monitor wouldn't be included in this project funding. Council Member Toly asked what the City could do if the Little Kate pathway didn't work. Sanderson stated they could fix it, but it would cost money. Council Member Toly was okay supporting Option 2.5.

Mayor Dickey summarized there were three votes for Option 2.5. Sanderson indicated they would come back to discuss 10th Street. They would proceed with Little Kate and table Monitor, but they would continue working on it.

VI. NEW BUSINESS

1. Consideration to Approve Ordinance No. 2026-03, an Ordinance Amending Land Management Code Chapters 15-2.4 Historic Residential – Medium Density District, 15-2.5 Historic Recreation Commercial District, 15-2.10 Estate District, 15-2.13 Residential Development District, 15-2.16 Recreation Commercial District, and Section 15-4-24 Public Transit Amenity Areas, to Allow Public Transit Amenity Areas to be Constructed and Maintained in Setbacks:

Alec Barton and Jaron Ehlers, Planning Department, presented this item. Barton indicated there were a number of bus stops outside the right-of-way and those required land use amendments. Ehlers reviewed the Planning Commission forwarded a positive recommendation for Public Transit Amenity Zones. At the time, the Council limited that scope. For Phases Two and Three of the Bus Stop Improvements, staff asked that this be brought back for Council's consideration. They also asked to bring to Council an exception to the code for public art height.

Barton reviewed there were five affected zoning districts. They would be an allowed use subject to an administrative permit by the Planning Director. This would also remove the requirement that trash receptacles be provided. The shelter heights would be reduced from 20 feet to 12 feet. One exception to this would be in the GC Zoning District. There was also an amendment for public art on top of the shelters up to four additional feet.

Mayor Dickey opened the public hearing. No comments were given. Mayor Dickey closed the public hearing.

Council Member Parigian clarified the amendments didn't give the City the right to construct bus stops, to which Dennis stated it would make bus stops an allowed use.

Council Member Toly moved to approve Ordinance No. 2026-03, an ordinance amending Land Management Code Chapters 15-2.4 Historic Residential – Medium Density District, 15-2.5 Historic Recreation Commercial District, 15-2.10 Estate District, 15-2.13 Residential Development District, 15-2.16 Recreation Commercial District, and Section 15-4-24 Public Transit Amenity Areas, to allow public transit amenity areas to be constructed and maintained in setbacks. Council Member Miller seconded the motion.

RESULT: APPROVED
AYES: Council Members Miller, Parigian, Toly, and Zegarra
EXCUSED: Council Member Ciraco

Council Member Miller moved to close the meeting to discuss personnel at 8:41 p.m. Council Member Zegarra seconded the motion.

RESULT: APPROVED
AYES: Council Members Miller, Parigian, Toly, and Zegarra
EXCUSED: Council Member Ciraco

CLOSED SESSION

Council Member Zegarra moved to adjourn from Closed Meeting at 9:00 p.m. Council Member Parigian seconded the motion.

RESULT: APPROVED
AYES: Council Members Miller, Parigian, Toly, and Zegarra
EXCUSED: Council Member Ciraco

VII. ADJOURNMENT

With no further business, the meeting was adjourned.

_____
Michelle Kellogg, City Recorder

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

February 13, 2026

The Council of Park City, Summit County, Utah, met virtually in open meeting on February 13, 2026, at 9:00 a.m.

SPECIAL MEETING

I. ROLL CALL

Attendee Name	Status
Mayor Ryan Dickey Council Member Bill Ciraco Council Member Molly Miller Council Member Ed Parigian Council Member Tana Toly Council Member Diego Zegarra Heather Sneddon, Acting City Manager Margaret Plane, City Attorney Michelle Kellogg, City Recorder	**Present**
None	**Excused**

Council Member Ciraco moved to close the meeting to discuss personnel at 9:05 a.m. Council Member Toly seconded the motion.

RESULT: APPROVED
AYES: Council Members Ciraco, Miller, Toly, and Zegarra

Council Member Parigian arrived at 9:08 a.m.

CLOSED SESSION

Council Member Ciraco moved to adjourn from Closed Meeting at 11:20 a.m. Council Member Parigian seconded the motion.

RESULT: APPROVED
AYES: Council Members Ciraco, Miller, Parigian, Toly, and Zegarra

III. ADJOURNMENT

With no further business, the meeting was adjourned.

_____
Michelle Kellogg, City Recorder

City Council Staff Report

Subject: Deer Valley Conservation Easement Amendment
Author: Luke Cartin
Department: Lands and Sustainability
Date: February 26, 2026

Executive Summary

Multiple sections of the Deer Valley Resort ski area are currently protected by conservation easements. In response to Deer Valley's recent expansion, a primary conservation easement has been updated and amended in coordination with all of the parties.Park City is a co-grantee of this easement, which ensures the continued protection of the property's conservation values and maintains public recreation access.

Staff recommends that the City Council approve the Mayor to sign this amended conservation easement.

Analysis

The original conservation easement for the Sunnyside Mining Claims, West Parcel, and East Parcel—located in and near Deer Valley—was first recorded in 2003 and subsequently amended in 2014 to clarify terms. The easement was required as part of the original Flagstaff Annexation approvals.

Deer Valley, Extel, the Summit Land Conservancy, and Park City collaborated on this proposed amendment to update the easement, reflecting recent changes associated with the resort's expansion as approved by the Planning Commission, and further clarifying its public access provisions.

Proposed Amendments:
Additional Land:

- The amendment adds 12.45 acres (described in Amendmenst A and B) to the conservation easement. This additional land is used by for ourdoor recreation, and adds in the protections and monitoring laid out in the easement.

Conservation Values:

- It adds “public outdoor recreation” as a conservation value, adding it to the existing conservation values of natural, scenic, wildlife and open space protections. This amendment lists public trails that are located within this easement (Exhibit C). It allows for winter season skiing and snowshoeing with certain restrictions in Upper Daly Canyon that are outside of the ski area operational zones (Exhibit D).

Ski Area related development and Public Access:

- The language reaffirms the ability to maintain trails, construct lifts, snowmaking, utilities and trails in the Developed Recreational Open Space (DROS) zone, and

allows for forest health and glading in the Undeveloped Recreational Open Space (UROS) lands, recognizing the amended DROS and UROS areas as approved by the Planning Commission..

- The amended easement also clarifies and expands public access, including limited winter uphill access in Upper Daly Canyon outside Deer Valley ski boundaries, and summer public biking and trail access.

Park City is listed as a co-grantee, and must sign the amended easement for it to come into effect.

Exhibits

Exhibit A: Amended Conservation Easement

WHEN RECORDED, RETURN TO:
Summit Land Conservancy
P.O. Box 1775
1650 Park Avenue, Suite 202
Park City, Utah 84060

Affecting Parcel Nos.: PCA-30; PCA-30-B; PCA-85-D; PCA-S-98-C;
PCA-S-98-D; PCA-S-98-O; PCA-S-98-R;
PCA-S-1138

SECOND AMENDMENT TO

GRANT OF CONSERVATION EASEMENT

(SKI AREA)

THIS SECOND AMENDMENT TO GRANT OF CONSERVATION EASEMENT (SKI AREA ("**Second Amendment**") is made this ____ day of _____ 2026, by and between Deer Valley Resort Company, LLC ("**Deer Valley**"), BLX Lease LLC ("**BLX**"), BLX Lease 2 LLC ("**BLX 2**" and together with BLX, "**Extell**"), Park City Municipal Corporation ("**City**"), and the Summit Land Conservancy, a Utah nonprofit corporation, formerly known as Conserving Our Open Lands ("**Conservancy**"). Hereafter, Deer Valley and Extell are referred to collectively as the "**Grantor**", and City and Conservancy are collectively the "**Grantee**". Grantor and Grantee are referred to individually as a "**Party**" and collectively as the "**Parties**".

WHEREAS, Deer Valley, City, and Conservancy together with United Park City Mines Company, as a predecessor owner of lands later acquired by Deer Valley, entered into a GRANT OF CONSERVATION EASEMENT (SKI AREA) recorded with the office of the Summit County Recorder as Instrument #00643790, Book 1502, Page 732 on January 7, 2003 ("**Original Easement**"), for the property described and defined in Exhibit A attached to the Original Easement as the "**Sunnyside Mining Claims Parcel**", the "**West Parcel**" and the "**East Parcel**" (collectively, the "**Original Easement Property**"); and

WHEREAS, Deer Valley, City, and Conservancy entered into an AMENDMENT TO GRANT OF CONSERVATION EASEMENT (SKI AREA) recorded with the office of the Summit County Recorder as Instrument #00994227, Book 2237, Page 1522 on April 29, 2014 (the "**First Amendment**" and together with the Original Easement, the "**Conservation Easement**"); and

WHEREAS, Deer Valley conveyed the Sunnyside Mining Claims Parcel to RH Mayflower, LLC, through a quitclaim deed recorded with the office of the Summit County Recorder as Instrument #01115226, Book 2520, Page 1875 on August 1, 2019, and BLX and BLX 2 are the successors-in-title to the Sunnyside Mining Claims Parcel; and

WHEREAS, BLX 2 is the owner of land underlying a newly developing ski resort area known as "**Deer Valley East Ski Area**," and has entered into a lease with Deer Valley by which Deer Valley has the right to operate Deer Valley East Ski Area; and

WHEREAS, lands within the Deer Valley East Ski Area are located within the approximate vicinity of the Sunnyside Mining Claims Parcel; and

WHEREAS, certain specific lands within the Deer Valley East Ski Area are subject to a conservation easement by and between BLX 2 and The Utah Open Lands Conservation Association, Inc., recorded with the office of the Summit County Recorder on August 1, 2023, as Entry #01207561, Book 2788, Page 1857 (the "**Forty-Fifth Star Conservation Easement**"); and

WHEREAS, Deer Valley is the owner of approximately 12.45 acres (0.41 acres of PCA-30, 11.32 acres of PCA-S-1138, and 0.72 acres of PCA-S-98-O) of real property near the Original Easement Property, which lands are described as the "**Additional Easement Property**" in Exhibit A attached hereto; and

WHEREAS, the Additional Easement Property is depicted in Exhibit B attached hereto; and

WHEREAS, the Additional Easement Property is comprised of lands that are used by skiers as part of the ski area, with natural surface hiking and biking trails (including the Ontario Loop trail), some of which are used by the general public in the non-winter months; and

WHEREAS, the Additional Easement Property has natural, scenic, open space, and wildlife conservation values similar to those found in the Original Easement Property, and the parties intend to protect the conservation values of the Additional Easement Property; and

WHEREAS, as part of the integration and joint skier use of the Deer Valley Ski Resort and Deer Valley East Ski Area, Deer Valley intends to construct and operate a new chairlift ("**Lift 7**") and ski runs on, over, and across the Sunnyside Mining Claims Parcel and a gondola that crosses the East Parcel and other lands owned or leased by Deer Valley; and

WHEREAS, the Sunnyside Mining Claims Parcel is currently mostly inaccessible to skiers of the Deer Valley Ski Resort, and is partially within an area that had been previously designated by an Open Space Management Plan adopted and administered by City as "Undeveloped Recreational Open Space (UROS)" ("**UROS**"); and

WHEREAS, City has approved lift improvements within an area that includes the Sunnyside Mining Claims Parcel, and City has updated City's Open Space Management Plan to accept an exchange of certain "Developed Recreational Open Space (DROS)" ("**DROS**") areas for UROS areas, resulting in the Sunnyside Mining Claims Parcel being redefined as DROS and certain areas within and without the Original Easement Property as UROS, as depicted in Exhibit E attached hereto; and

WHEREAS, the exchange UROS lands are depicted in Exhibit E as the "**Exchange UROS Lands**"; and

WHEREAS the DROS and UROS designations, as depicted and identified in Exhibit E, are determined by City, independent of the obligations, terms and conditions set forth in the Conservation Easement as amended by this Second Amendment, and such designations are not intended to create obligations on the Grantor or Grantee but, rather, are merely intended to assist the parties in identifying specific areas within the Property; and

WHEREAS, the Original Easement Property and Additional Easement Property have single-track, natural surface trails used frequently by the public for many years during the non-winter season for hiking and cross-country mountain biking; and

WHEREAS, trails are integral to the greater trail network extending across the Wasatch Back and Summit and Wasatch Counties; and

WHEREAS, the Original Easement Property includes part of Upper Daly Canyon, an area beyond the ski resort boundary and inaccessible to skiers of the Deer Valley Resort, that has been at times used by the general public for back-country skiing, snowshoeing and hiking in the winter season; and

WHEREAS, Grantor has acted in accordance with the terms and conditions set forth in the Conservation Easement since its creation and Grantor has acted consistent with the purposes and Conservation Values set forth therein, including, without limitation, as related to Lift 7; and

WHEREAS, the Parties have the opportunity, through this Second Amendment, to further the conservation values and purposes set forth in this Conservation Easement, which values align in many material respects with those conservation values in the Forty-Fifth Star Conservation Easement; and

WHEREAS, by this Second Amendment the Parties intend to amend the Conservation Easement to include public recreational access on identified non-winter season trails as one of the Conservation Values, to allow for human-powered, non-winter uses within the Original Easement Property and the Additional Easement Property, to allow for public recreational winter uses in certain portions of Upper Daly Canyon, but as limited, qualified, and restricted in the Conservation Easement as amended by this Second Amendment; and

WHEREAS, the Parties further intend to amend the Conservation Easement to provide notice to the Conservancy prior to the exercise of certain reserved rights described below and defined in the Conservation Easement as amended by this Second Amendment; and

WHEREAS, the Parties intend to amend the list of Reserved Use Rights in the Conservation Easement to include construction and operation of a new chairlift and ski runs over and across the Sunnyside Mining Claims Parcel and a gondola that crosses the East Parcel, together with associated improvements, trails, and equipment.

NOW THEREFORE, in consideration of the recitals set forth above, the Parties hereby amend the Conservation Easement as follows:

1. A new Section 1.1, "Definition and Exhibits", is added to the Conservation Easement as follows:

a. The term "Easement Agreement" in the preamble to the Conservation Easement, is hereby amended to mean the Conservation Easement as amended by the amendment recorded on April 29, 2014 as Instrument # 00994227, Book 2237, Page 1522 and this Second Amendment.

b. Exhibit A to Grant of Conservation Easement as attached to the Conservation Easement is hereby amended, restated and replaced by the Exhibit A attached hereto; provided, however, such action is not intended to relinquish any Grantee rights, if any, created by the Original Easement as related to that certain Marsac Patented Lode Mining Claim, Lot No. 61. All references in the Conservation Easement to the "Property" shall mean, collectively, the Original Easement Property and the Additional Easement Property, as described in Exhibit A attached to this Second Amendment.

c. Exhibit B, Exhibit C, Exhibit D and Exhibit E attached to this Second Amendment are incorporated into the Easement Agreement and are attached hereto.

d. The area designations identified in Exhibit E are controlled and determined by City, independent of the obligations, terms and conditions set forth in the Conservation Easement as amended by this Second Amendment. The Parties agree that any future changes to UROS or DROS designations may only be allowed if agreed to by Deer Valley as to the lands owned by Deer Valley, and for those lands owned by Extell then only be allowed if agreed to by Extell and, while Deer Valley remains the tenant of Extell, Deer Valley.

2. Section 1 "Purpose" in the Conservation Easement is deleted in its entirety and replaced with the following:

Conservation Purposes. The purpose of this Easement, subject to the Reserved Use Rights described in Section 3, is to protect in perpetuity the Conservation Values of the Property. The Conservation Values of the Property are natural, scenic open space, wildlife, and public outdoor recreational access as limited by and described in this Easement Agreement. It is the intent of this Easement Agreement to permit such uses of the Property as may be conducted consistent with the Conservation Values protected herein, including, without limitation, exercise of the Reserved Use Rights identified in Section 3 below.

3. Section 3 "Reserved Use Rights" in the Conservation Easement is amended and supplemented as follows:

a. Subsection 3(a) is hereby amended and restated as follows:

(a) The construction, development and operation of Ski-Related Development and other allowed uses as provided by the Development Agreement For Flagstaff Mountain, Bonanza Flats, Richardson Flats, the 20-Acre Quinn's Junction Parcel and Iron Mountain, dated June 24th, 1999, as amended,

including, without limitation, the continued use of the Property for such resort activities as have historically occurred within Deer Valley Resort.

b. Subsection 3(f) is hereby amended as follows: the phrase "operations; and" is hereby deleted and replaced with "operations;";

c. Subsection 3(g) is hereby amended as follows: the period after the word "Values" is hereby deleted and replaced with a semicolon; and

d. The following language is inserted immediately after Subsection 3(g):

(h) The maintenance and realignment of existing trails and trail features (berms, jumps, rails, bridges) located on the East Parcel and used for Deer Valley's commercial lift-served downhill mountain biking operation;

(i) The maintenance and construction of structures, sculptures and signs that provide points of interest for the public and guests of the ski resort such as Quincy's Cabin, Ruby's Roost, and the new structure on Mid Mountain Trail. Substantial structures such as platforms, play equipment, benches and shelters shall be made of natural and rustic materials, such as timber cut on the property, or from historic salvaged materials such as mining relics;

(j) The construction, development, operation, expansion and maintenance of ski lifts or access lifts (including without limitation chairlifts, gondolas, poma lifts, rope tows, surface conveyor belts, trains or funiculars), new and existing ski runs, snow-making equipment, snow-making retention areas, buildings, new and existing hiking and mountain biking trails (including without limitation trail features such as berms, jumps, rails and bridges), utilities, and associated infrastructure on any portion of the Property that is identified in Exhibit E as "DROS Lands," or as otherwise reasonably necessary to effectuate development and use of the Property as a ski resort, provided Deer Valley shall endeavor to give Conservancy thirty (30) days' prior written notice of its election to exercise such Reserved Use Rights described in this subsection (j) before beginning construction of any new improvements under this subsection (j); provided, however, such notice obligation shall not apply to ongoing maintenance, repair, replacement or operation of any improvement; and provided further, Grantor and Grantee acknowledge that the lands designated as "DROS Lands" by Park City, as shown in Exhibit E attached hereto, are overinclusive of the Property subject to this Easement Agreement and that the obligations set forth in this subsection (j), and elsewhere in this Easement Agreement, apply to the Property only; and provided further that such notice is only an accommodation for Grantee, and the failure to provide such notice shall not constitute a breach of this Easement Agreement or affect the right of Grantor to exercise such Reserved Use Rights; and

(k) Continued use of any portion of the Property identified in Exhibit E as UROS Lands and Exchange UROS Lands for glading; forest health

management practices, including fire protection; and existing ski and recreation uses.

(l) The temporary closure of Public Recreation Trails for the construction or maintenance of improvements or facilities, provided Deer Valley shall give Conservancy notice of any trail closure likely to extend beyond thirty (30) days.

4. Section 4 "Prohibited Uses and Practices" in the Conservation Easement is amended as follows:

   a. Subsection 4(a) is hereby amended as follows: the phrase "Rights; and" is hereby deleted and replaced with "Rights;";

   b. Subsection 4(b) is hereby amended as follows: the period after the word "control" is hereby deleted and replaced with a semicolon; and

   c. The following language is inserted immediately after Subsection 4(b):

   (c) Cutting or grading new ski runs or trails, not existing as of the date of this Second Amendment, within portions of the Property identified in Exhibit E as UROS Lands. Nothing in the foregoing prohibition shall prevent Grantor's activities of glading, forest health management practices, and existing ski and recreation uses within portions of the Property identified in Exhibit E as UROS Lands or Exchange UROS Lands; and

   (d) Division or subdivision of the Property, and any action that creates an actual or de facto subdivision of the Property; provided, however, that the subdivision or combining of parcels of the Property for only the purpose of minimizing land fragmentation; facilitating effective easement stewardship; converting historic mining claims descriptions into survey, parcel or lot descriptions; or consolidating, correcting or clarifying tax parcels for property tax assessment purposes, shall be permitted, provided the terms of this Conservation Easement shall remain in full force and effect with regard to any such subdivided or combined parcel(s) located within the Property.

5. Section 8 "Access" in the Conservation Easement is deleted in its entirety and replaced with the following Section 8:

   8(a) Except as allowed by Subsection 8(b) below, no right of access by the general public to any portion of the Property is conveyed or allowed by this Easement Agreement.

   8(b) Public Recreational Access. The Parties will allow or consent to limited public access to discrete portions of the Property as follows:

   (i) *Non-winter Season*. The non-winter season includes months where settled snow is non-existent or minimal, typically from May through

October. To the extent the single-track, natural surface trails listed in Exhibit C attached hereto (the "Public Recreation Trails") are located within the Property, such trails may continue to be maintained and improved by City, Grantor, Grantor's designee, and/or Grantee-selected designee such as a non-profit organization such as Mountain Trails Foundation, provided that all such maintenance activities must be coordinated and approved in advance by Deer Valley. Said Public Recreation Trails are part of a larger trail network designed for hiking and non-motorized human-powered cross-country mountain biking. In the event of new development or construction for ski resort or summer operations in areas within the Property where the Public Recreation Trails are located, Grantor agrees to reconstruct or realign the portions of such trails located within the Property in consultation with City and Conservancy.

(ii) *Winter Season*. The winter season includes months when the Property is snow-covered, typically from November through April. Certain areas in Upper Daly Canyon, northeast of the lower portion of Lady Morgan Express, may be used by the general public for backcountry skiing and snowshoeing. For purposes of clarity, Upper Daly Canyon means the area depicted and identified in Exhibit D as "Upper Daly Canyon." The use of snowmobiles or similar motorized vehicles on the Property is prohibited except as may be otherwise permitted by Deer Valley in writing. Grantee shall install and maintain a sign near the historic buildings on the "Daily Grind" road (in the location labeled "Sign" on Exhibit D attached hereto), which sign shall include the following language:

"*Limited out-of-bounds skiing is allowed in the area above this sign, but not in areas marked or designated for use by the Deer Valley Ski Resort. Every user of the out-of-bounds area above this sign assumes all risks, including natural and non-natural hazards, and acknowledges and agrees through its use that all use is at risk and does not create any liability for any property owner or Summit Land Conservancy*."

Subject to Section 9 of this Easement Agreement, Grantee does not have responsibilities or obligations for the maintenance of the Property or duty-of-care responsibilities to members of the public. Deer Valley may close any portion of the aforementioned Upper Daly Canyon area as Deer Valley may deem advisable for emergencies or emergency conditions.

(iii) All non-winter season and winter season public recreational uses described in this section shall be controlled by and subject to the reasonable rules and requirements of Grantor necessary for safe and effective winter and summer operations, including rules on the direction

of travel. Grantee acknowledges and agrees that Grantor may exclude the general public from access to the downhill bike trails constructed and maintained by Deer Valley as part of its commercial lift-served downhill bike summer operation and to the ski runs constructed and maintained by Deer Valley as part of its commercial lift-served ski resort winter operation. Grantee further acknowledges that use of the Public Recreation Trails described in this Section 8(b) and identified in Exhibit C is limited to hiking and non-motorized human-powered mountain biking only.

(iv) The Parties intend and agree that uses discussed in this Section 8 shall be for a "recreational purpose" as defined in Section 57-14-102 of the Utah Code Annotated and for a "recreational activity" as defined in Section 78B-4-509 of the Utah Code Annotated. Nothing in this Easement Agreement shall constitute a waiver of any portion of the Governmental Immunity Act of Utah (Utah Code §§ 63G-7-101, et seq.), the Utah Limitations on Landowner Liability Act (Utah Code §§ 57-14-101, et seq. (2023)), the Utah Recreation Land Use Immunity Act (Utah Code § 78B-4-509), Utah Code §§ 78B-4-401, et seq., or any defense arising from any of the foregoing. The Parties enter this Easement Agreement in reliance on the protections of the said laws. The provisions of this Easement Agreement do not constitute a dedication for public use of any portion of the Property; provided, however, the foregoing clause shall not impair the public's use of the Public Recreation Trails identified in Exhibit C as outlined in this Section 8(b) in this Section 5 of this Second Amendment.

6. Section 14 "Baseline Documentation" in the Conservation Easement is amended to insert the following sentence immediately after the last sentence of Section 14:

   The Parties acknowledge and agree that Conservancy desires to update the original Baseline Documentation referenced in the Conservation Easement. The Parties acknowledge that the Baseline update, executed and made effective as of the same time as the recording of this Second Amendment, provides additional information as to the condition of the Property.

7. Cooperation. Grantee represents to Grantor that as of the date of this Second Amendment, Grantor has cooperated with Grantee with respect to the Conservation Easement. Each Party hereto covenants with the other to cooperate in furthering the conservation values described in this Conservation Easement and to facilitate the recreation uses existing and planned for the ski area, including expressly installing and maintaining future lifts, other aerial transport, ski runs, other recreational uses, and associated equipment outside of the UROS Lands but within the Conservation Easement. Conservancy and Conservancy's staff expressly covenant to each Grantor not to disparage, or cooperate with or assist any other person in disparaging, Grantor with respect to Grantor's development and ongoing use of the Deer Valley ski area,

including the Deer Valley East Ski Area, including without limitation by making, or cooperating with or assisting any other person in making, public or private unreasonable accusations of noncompliance with the terms of the Conservation Easement. Notwithstanding the foregoing sentences, Grantee has the right to enforce the terms of the Easement and pursue remedies pursuant to Section 7 "Grantee's Remedies" of this Easement Agreement, including the right to bring an action if Grantor fails to cure a violation within the applicable time period. Grantor acknowledges that good-faith private communications with Grantor pertaining to a reasonably alleged breach of the Conservation Easement, related facts and enforcement activities may be considered disparaging, but will not be in breach of the covenant described in this section except to the extent such communications, facts, and enforcement activities are inconsistent with the terms of the Conservation Easement as amended by this Second Amendment.

8. Lift 7 Improvements. Grantee acknowledges that, because the Sunnyside Mining Claims Parcel is within the portion of the Property identified in Exhibit E as "DROS Lands," the Sunnyside Mining Claims Parcel is subject, without limitation, to the Reserved Use Rights set forth in subsection 3(j). Grantee further acknowledges that Grantor has constructed and is operating the Lift 7 chairlift, has constructed and intends to construct in the future ski runs and related improvements, facilities, and infrastructure on, over, and across the Sunnyside Mining Claims Parcel (the "**Sunnyside Ski Runs**"), and intends to construct and operate a gondola that crosses the East Parcel and other lands owned or leased by Deer Valley (the "**Gondola**"). Grantee further acknowledges and agrees that the Lift 7 chairlift, the Sunnyside Ski Runs, the Gondola, and any related improvements, facilities and infrastructure, now or in the future, are expressly permitted by the Conservation Easement Agreement and do not violate or otherwise conflict with the Conservation Values or purposes set forth in the Conservation Easement. Grantee forever waives any claim that Lift 7, the Sunnyside Ski Runs or the Gondola, and actions by Grantor with respect to Lift 7, the Sunnyside Ski Runs or the Gondola, are inconsistent with or in breach of the Conservation Easement.

9. General Provisions.

    a. Except as amended hereby, all terms and conditions of the Conservation Easement remain in full force and effect. Capitalized terms used herein, but not defined herein, shall have the meanings ascribed to them in the Conservation Easement. In the event of a conflict between the terms of the Conservation Easement and this Second Amendment, the terms of this Second Amendment shall prevail.

    b. This Second Amendment may be executed in any number of counterparts, each of which shall be deemed an original for all purposes.

c. The undersigned parties hereby represent that they have each caused this Second Amendment to be duly executed by their respective authorized officers or representatives on the date(s) set forth below.

d. Extell makes no representations or warranties as to title to the Original Easement Property or to any real property rights granted hereunder.

IN WITNESS WHEREOF, the Parties have executed this Second Amendment to Grant of Conservation Easement (Ski Area) as of the Effective Date.

[*Signatures and Acknowledgments Follow*]

BLX:

BLX Lease LLC,
a Delaware limited liability company

By: _____
Name: _____
Its: _____

STATE OF UTAH)
: ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by _____, the _____ of BLX Lease LLC, a Delaware limited liability company.

_____
NOTARY PUBLIC
Residing at: _____

My Commission Expires:
_____

[*Signatures and Acknowledgments Continue*]

BLX 2:

BLX Lease 2 LLC,
a Delaware limited liability company

By: _____
Name: _____
Its: _____

STATE OF UTAH)
: ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by _____, the _____ of BLX Lease 2 LLC, a Delaware limited liability company.

_____
NOTARY PUBLIC
Residing at: _____

My Commission Expires:
_____

[*Signatures and Acknowledgments Continue*]

Deer Valley:

Deer Valley Resort Company, LLC,
a Utah limited liability company

By: _____
Name: _____
Its: _____

STATE OF UTAH)
: ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by _____, the _____ of Deer Valley Resort Company, LLC, a Utah limited liability company.

_____
NOTARY PUBLIC
Residing at: _____

My Commission Expires:
_____

[*Signatures and Acknowledgments Continue*]

Conservancy:

Summit Land Conservancy, a Utah
nonprofit corporation

_____

STATE OF UTAH)
: ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by Cheryl Fox, Chief Executive Officer of Summit Land Conservancy, a Utah nonprofit corporation.

_____
NOTARY PUBLIC
Residing at: _____

My Commission Expires:

_____

[*Signatures and Acknowledgments Continue*]

City:

Park City Municipal Corporation

By:_____

Acknowledged by City Recorder:

_____

STATE OF UTAH)
: ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by _____, the _____ of Park City Municipal Corporation.

_____
NOTARY PUBLIC
Residing at: _____

My Commission Expires:
_____

STATE OF UTAH)
: ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by _____, the City Recorder of Park City Municipal Corporation.

_____
NOTARY PUBLIC
Residing at: _____

My Commission Expires:
_____

CONSENT AND ACKNOWLEDGMENT
OF
GUGGENHEIM LOAN SERVICES COMPANY, LLC

GUGGENHEIM LOAN SERVICES COMPANY, LLC ("**GUGGENHEIM**"), acknowledges, agrees with, and consents to the execution of that certain Second Amendment to Grant of Conservation Easement (the "**Second Amendment**") to which this Consent and Acknowledgment is attached**.** GUGGENHEIM further consents to and agrees to the recording of the Second Amendment by BLX LEASE LLC and BLX LEASE 2 LLC, as Grantor, and consents and agrees that the lien of that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of January 23, 2024, and recorded on January 23, 2024, as entry number 1214869 in Book 2807 at Page 487 of the Official Records of Wasatch County, State of Utah, together with any other instrument executed, filed, or recorded in connection therewith, and recorded against the Sunnyside Mining Claim, Mineral Survey No. 931, Uintah Mining District, Summit County, Utah, shall be subordinate to the Second Amendment and further subordinates all of its right, title, and interest in and to the said mining claim to the Second Amendment.

.

Dated: _____

[Signature appears on the next page.]

IN WITNESS WHEREOF the undersigned has executed this Consent and Acknowledgment as of the day and year first written hereinabove:

GUGGENHEIM LOAN SERVICES COMPANY, LLC, a Delaware limited liability company, as Administrative Agent

_____
By: _____
Its: _____

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On the ___ day of _____ in the year 202_, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or person upon behalf of which the individual acted, executed this instrument.

_____
NOTARY PUBLIC

EXHIBIT A
TO
GRANT OF CONSERVATION EASEMENT

Legal Description of the Property

ORIGINAL EASEMENT PROPERTY:

"Sunnyside Mining Claims Parcel"

CONSERVATION EASEMENT
SUNNYSIDE MINING CLAIM PARCEL

A parcel of land located in the northeast quarter of Section 33, Township 2 South, Range 4 East, Salt Lake Base and Meridian.

More particularly described as:
The SUNNYSIDE MINING CLAIM, Mineral Survey No. 5931, Uintah Mining District, Summit County Utah.

"West Parcel"

CONSERVATION EASEMENT
12-14-2002
WEST PARCEL

A parcel of land located in the southeast quarter of Section 20, the southwest quarter of Section 21, the west half of Section 28, Section 29, and the northeast quarter of Section 32, Township 2 South, Range 4 East, Salt Lake Base and Meridian.

Beginning at a point that is South 00°30'49" East 1342.05 feet along Section Line and East 147.24 feet from the northwest corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence South 35°43'21" East 536.94 feet; thence South 20°26'14" West 899.92 feet; thence North 67°40'20" West 360.46 feet; thence North 80°25'18" West 202.84 feet; thence North 67°31'45" West 135.42 feet; thence North 73°07'50" West 100.33 feet; thence North 87°06'36" West 106.94 feet; thence South 61°42'34" West 79.63 feet; thence South 27°43'54" West 484.46 feet; thence South 10°53'24" West 85.65 feet; thence South 21°48'36" East 87.11 feet; thence South 40°53'24" East 169.75 feet; thence South 58°21'35" East 92.50 feet; thence South 84°46'19" East 334.15 feet; thence North 82°18'26" East 161.11 feet; thence North 34°31'29" East 155.16 feet; thence South 10°07'39" East 88.12 feet; thence South 55°07'39" East 129.63 feet; thence North 79°52'21" East 94.35 feet; thence South 35°40'02" East 47.30 feet; thence South 61°52'36" East 311.67 feet; thence South 47°13'14" East 268.07 feet; thence South 02°06'34" East 136.35 feet; thence South 07°54'15" West 981.02 feet; thence South 78°26'39" West 434.39 feet; thence

South 50°24'02" West 516.40 feet; thence South 06°30'52" East 1015.13 feet to a point on the Wasatch – Summit County Line and on the boundary line of the Flagstaff Mountain Resort Annexation Plat, according to the official plat thereof on file and of record in the office of the recorder, Summit County, Utah; thence along the Annexation Plat boundary the following twenty-eight (28) courses and the Wasatch – Summit County Line the following ten (10) courses: 1) North 59°43'30" West 677.04 feet to County Line Point 2338; thence 2) South 79°07'30" West 494.73 feet to County Line Point 80; thence 3) North 70°28'30" West 339.90 feet to County Line Point 81; thence 4) North 60°14'30" West 550.10 feet to County Line Point 82 and Triangulation Point 2339; thence 5) North 64°07'00" West 727.60 feet to County Line Point 83; thence 6) South 77°44'00" West 966.80 feet to County Line Point 85; thence 7) 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 8) South 85°36'00" West 219.10 feet to County Line Point 86; thence 9) North 46°44'00" West 384.70 feet to County Line Point 87; thence 10) North 34°37'00" West 1,077.30 feet more or less to County Line Point 2343 and to a point on the demarcation line between the Park City Ski Area and the Deer Valley Resort; thence along said demarcation 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 698.02 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°14'00" 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 (North 39°21'57" East 945.50 feet actual) 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 six (6) courses: 1) North 64°44'13" East 136.79 feet; thence 2) North 67°45'58" East 149.28 feet; thence 3) North 81°11'10" East 122.88 feet; thence 4) North 77°19'44" East 85.84 feet; thence 5) North 77°48'30" East 79.25 feet; thence 6) North 86°11'16" East 94.42 feet; thence South 32°52'26" East 223.47 feet; thence South 69°09'13" East 102.23 feet; thence North 67°07'06" East 155.24 feet; thence North 04°25'53" East 132.87 feet; thence North 40°33'53" East 119.12 feet; thence North 76°50'53" East 73.80 feet; thence North 58°12'04" East 367.31 feet; thence South 60°36'00" East 292.85 feet; thence South 37°37'22" East 197.63 feet; thence South 56°34'49" West 512.21 feet; thence South 16°53'53" East 594.40 feet; thence South 25°28'58" West 970.31 feet; thence North 81°04'17" West 419.72 feet; thence North 02°53'37" West 404.59 feet; thence North 86°31'59" West 351.13 feet; thence South 59°54'31" West 564.66 feet; thence South 25°58'38" West 776.89 feet to the Point of Beginning.

Less and excepting any portion of the above-described real property located within the Marsac Patented Lode Mining Claim, Lot No. 61, as the same is more

particularly described in that certain United States Mineral Entry Patent recorded October 2, 1928, as Entry No. 41380 in Book F of Mining Deeds at Page 396 of the official records of the office of the Summit County Recorder.

"East Parcel"

CONSERVATION EASEMENT
12-14-2002
EAST PARCEL

A parcel of land located in the west half of Section 27, Section 28 and the northwest quarter of Section 33, Township 2 South, Range 4 East, Salt Lake Base and Meridian.

Beginning at a point that is South 00°30'49" East 1865.30 feet along Section Line and East 814.96 feet from the northwest corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence North 31°55'31" East 246.23 feet; thence North 33°36'22" East 308.16 feet; thence North 28°16'22" East 321.39 feet; thence North 60°08'37" East 68.26 feet; thence North 85°27'32" East 49.33 feet; thence South 74°14'12" East 43.58 feet; thence South 61°44'30" East 207.31 feet; thence South 62°38'22" East 303.63 feet; thence South 55°40'50" East 182.09 feet; thence South 33°05'03" East 81.61 feet; thence South 14°58'12" East 170.16 feet; thence South 49°44'57" East 35.95 feet; thence North 29°47'06" East 252.30 feet; thence North 38°56'14" East 284.34 feet; thence North 37°01'40" East 177.45 feet; thence North 80°22'11" East 289.77 feet; thence North 75°02'27" East 190.91 feet; thence South 86°52'45" East 196.66 feet; thence South 77°28'34" East 189.26 feet; thence South 59°24'44" East 215.66 feet; thence South 61°24'54" East 194.69 feet; thence South 74°17'18" East 288.14 feet; thence South 40°13'59" East 173.65 feet; thence South 66°23'15" East 126.43 feet to a point on the boundary line of the Flagstaff Mountain Resort Annexation Plat, according to the official plat thereof on file and of record in the office of the recorder, Summit County Utah, thence along the Annexation Plat boundary the following seven (7) courses: 1) South 655.47 feet; thence 2) North 69°00'00" East 360.00 Feet; thence 3) South 29°20'00" West 117.60 feet; thence 4) North 78°10'00" East 714.30 feet; thence 5) East 1106.71 feet more or less to a point on the Wasatch-Summit County line; thence along the Wasatch – Summit County line the following two (2) courses: 1) South 04°15'00" East 1,028.07 feet; thence 2) South 25°30'30" East 1373.05 feet; thence South 79°17'00" West 74.23 feet more or less to Corner Number 3 of the Period No.2 Mining Claim, Mineral Survey No.6567, located in the Uintah Mining District; thence along the northerly side line of the Period No.2 Mining Claim South 79°17'00" West 1478.20 feet more or less; thence along the northerly side line of the Period No.1 Mining Claim, Mineral Survey No.6567, located in the Uintah Mining District South 79°51'00" West 1499.60 feet more or less; thence along the westerly end line of the R.P.H. Mining Claim, Lot 560, located in the Uintah Mining District North 10°30'00" West 48.77 feet more or less to a point on the southerly side line of the Sunset Mining Claim, Lot 705, located in the Uintah Mining District; thence along the southerly side line of the Sunset Mining Claim South 39°46'00" West 467.26 feet more or less; thence along the westerly end line of the Sunset Mining Claim North 49°15'00" West 425.61 feet more or less;

thence along the northerly side line of the Sunset Mining Claim North 47°05'27" East 433.08 feet more or less; thence along the easterly end line of the Harwood Mining Claim, Lot 450, located in the Uintah Mining District North 42°54'33" West 200.00 feet more or less; thence North 08°04'55" West 292.97 feet; thence North 28°26'50" East 328.73 feet; thence North 50°02'36" West 215.78 feet; thence North 25°32'19" West 210.51 feet; thence North 37°04'49" West 64.38 feet; thence North 53°11'52" West 301.16 feet; thence North 34°57'27" West 259.63 feet; thence North 67°09'50" West 93.65 feet; thence South 83°45'19" West 150.83 feet; thence South 61°14'42" West 124.74 feet; thence South 43°40'11" West 113.75 feet; thence South 02°39'14" East 518.83 feet; thence South 02°31'44" East 549.12 feet; thence South 33°54'42" West 222.11 feet; thence South 40°06'56" West 338.44 feet; thence South 10°48'54" West 245.43 feet; thence South 88°33'34" West 636.00 feet; thence South 43°19'22" West 103.91 feet; thence South 58°22'25" West 126.67 feet; thence South 71°26'21" West 57.91 feet; thence North 83°22'14" West 72.43 feet; thence South 53°02'42" West 230.82 feet; thence South 33°12'17" West 198.33 feet; thence South 59°22'40" West 315.07 feet to a point on a 1475.00 foot radius curve to the right; thence northerly along the arc of said curve 35.65 feet (chord bears North 06°22'46" East 35.65 feet); thence North 07°04'19" East 47.66 feet to a point on a 425.00 foot radius curve to the right of which the radius point bears South 82°55'41" East; thence northerly along the arc of said curve 149.21 feet through a central angle of 20°06'54"; thence North 27°11'13" East 61.73 feet to a point on a 585.00 foot radius curve to the left of which the radius point bears North 62°48'47" West; thence northerly along the arc of said curve 351.03 feet through a central angle of 34°22'50"; thence North 07°11'37" West 305.69 feet to a point on a 975.00 foot radius curve to the right of which the radius point bears North 82°48'23" East; thence northerly along the arc of said curve 86.38 feet through a central angle of 05°04'35"; thence North 02°07'02" West 377.85 feet to a point on a 475.00 foot radius curve to the right of which the radius point bears North 87°52'58" East; thence northerly along the arc of said curve 174.99 feet through a central angle of 21°06'28"; thence North 18°59'26" East 16.18 feet to a point on a 525.00 foot radius curve to the left of which the radius point bears North 71°00'34" West; thence northerly along the arc of said curve 121.66 feet through a central angle of 13°16'39"; thence North 05°42'47" East 140.71 feet to a point on a 375.00 foot radius curve to the left of which the radius point bears North 84°17'13" West; thence northerly along the arc of said curve 49.51 feet through a central angle of 07°33'54"; thence North 10°37'50" East 290.14 feet; thence North 13°15'16" East 300.66 feet; thence North 08°13'38" West 474.19 feet; thence North 18°16'11" West 386.11 feet; thence North 00°31'06" East 408.27 feet to the Point of Beginning.

EXCEPTING THEREFROM THE FOLLOWING MINING CLAIMS:

Mining Claims located in the Uintah Mining District
Alida MS 583, Ella MS 582, Evergreen MS 591, Gouge Game MS 494, Helen MS 571, Kid MS 584, Viola MS 273, Sag MS 447, Naildriver MS 161

Mining Claims located in the Blue Ledge Mining District
Bald Eagle MS 138, Custer MS 106, Oneida MS 109, Payroll MS 3020

Description contains 340.8 acres more or less.

ADDITIONAL EASEMENT PROPERTY:

"0.41 acres of Summit County Parcel No. PCA-30"

A parcel of land located in the southeast quarter 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 88°44'36" East 532.79 feet coincident with the section line and North 578.88 feet from a GLO stone monument at the south quarter corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point being at the intersection of the northerly sideline of the Period No. 5 Lode, MS 6567, in the Uintah Mining District and the southeasterly sideline of the Columbia Lode, Lot 569, in the Uintah Mining District; and running thence coincident with the southeasterly sideline of the Columbia Lode North 36°57'00" East 221.02 feet to the southerly end line of the G.G. Tait Lode, Lot 555, in the Uintah Mining District; thence coincident with the southerly end line of the G.G. Tait Lode South 36°05'00" East 112.95 feet to the northerly sideline of the Harwood Lode, Lot 450, in the Uintah Mining District; thence coincident with the northerly sideline of the Harwood Lode South 47°05'27" West 160.25 feet to the northerly sideline of said Period No. 5 Lode; thence coincident with the northerly sideline of the Period No. 5 Lode North 73°51'00" West 85.38 feet to the point of beginning.

The Basis of Bearing for the above description is North 88°44'36" East 2621.95 feet between the south quarter corner and the southeast corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian.

Description contains 0.41 acres, more or less.

"11.32 Acres of Summit County Parcel No. PCA-S-1138"

A parcel of land located in the southeast quarter 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 88°44'36" East 730.09 feet coincident with the section line and North 1696.37 feet from a GLO stone monument at the south quarter corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point also being the easternmost corner of Red Cloud Subdivision, recorded January 27, 2005, as Entry No. 724721 in the Office of the Recorder, Summit County, Utah, said point also being on the boundary of that certain Grant of Conservation Easement, recorded January

7, 2003, as Entry No. 643790 in Book 1502 at Page 732 in the Office of the Recorder, Summit County, Utah; and running thence coincident with said Conservation Easement (East Parcel) the following four (4) courses: 1) South 25°32'19" East 210.51 feet; thence 2) South 50°02'36" East 215.78 feet; thence 3) South 28°26'50" West 328.73 feet; thence 4) South 08°04'55" East 81.53 feet to the southeasterly sideline of the Columbia Lode, Lot 569, in the Uintah Mining District; thence coincident with the southeasterly sideline, the southerly end line and the northwesterly sideline of the Columbia Lode the following four (4) courses: 1) South 25°25'00" West 41.21 feet; thence 2) South 36°57'00" West 766.90 feet; thence 3) North 57°45'00" West 200.64 feet; thence 4) North 36°57'00" East 4.11 feet to the southernmost corner (Post No. 3) of the Clipper Lode, Lot 570, in the Uintah Mining District; thence coincident with the southerly end line of the Clipper Lode North 83°00'00" West 9.73 feet to the easterly boundary of said Red Cloud Subdivision; thence coincident with the easterly boundary of Red Cloud subdivision the following three (3) courses: 1) North 83°00'00" West 221.10 feet; thence 2) North 36°57'00" East 854.05 feet; thence 3) North 25°25'00" East 583.88 feet to the point of beginning.

The Basis of Bearing for the above description is North 88°44’36” East 2621.95 feet between the south quarter corner and the southeast corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian.

Description contains 11.32 acres, more or less.

“0.72 acres of Summit County Parcel No. PCA-S-98-O”

A parcel of land located in the southeast quarter of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said parcel being described as follows:

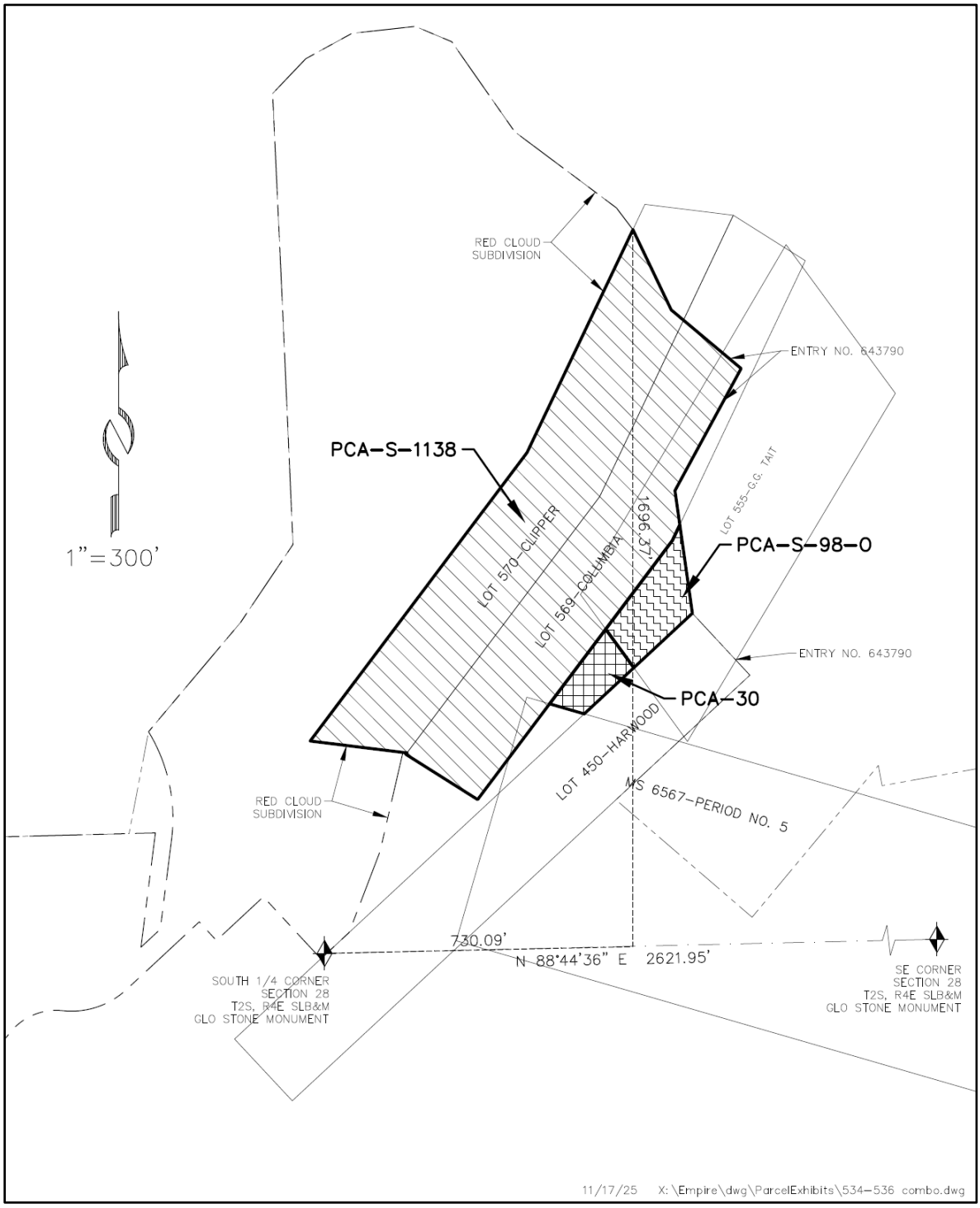
Beginning at a point that is North 88°44’36” East 732.22 feet coincident with the section line and North 659.86 feet from a GLO stone monument at the south quarter corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point being at the intersection of the northerly sideline of the Harwood Lode, Lot 450, in the Uintah Mining District and the southerly end line of the G.G. Tait Lode, Lot 555, in the Uintah Mining District; and running thence coincident with the southerly end line of the G.G. Tait Lode North 36°05'00" West 112.95 feet to the southeasterly sideline of the Columbia Lode, Lot 569, in the Uintah Mining District; thence coincident with the southeasterly sideline of the Columbia Lode the following two (2) courses: 1) North 36°57'00" East 262.40 feet; thence 2) North 25°25'00" East 41.21 feet to the boundary of that certain Grant of Conservation Easement, 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 Conservation Easement (East Parcel) South 08°04'55" East 211.44 feet to the northernmost corner (Post No. 2) of said Harwood Lode, Lot 450; thence coincident with the northerly sideline of the Harwood Lode South 47°05'27" West 189.26 feet to the point of beginning.

The Basis of Bearing for the above description is North 88°44’36” East 2621.95 feet between the south quarter corner and the southeast corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian.

Description contains 0.72 acres, more or less.

EXHIBIT B
TO
GRANT OF CONSERVATION EASEMENT

Property Map



4937-7766-4782

EXHIBIT C
TO
GRANT OF CONSERVATION EASEMENT

Non-winter Season Public Trails

Bald Eagle / Little Baldy
- Rossi Hill
- Look Out

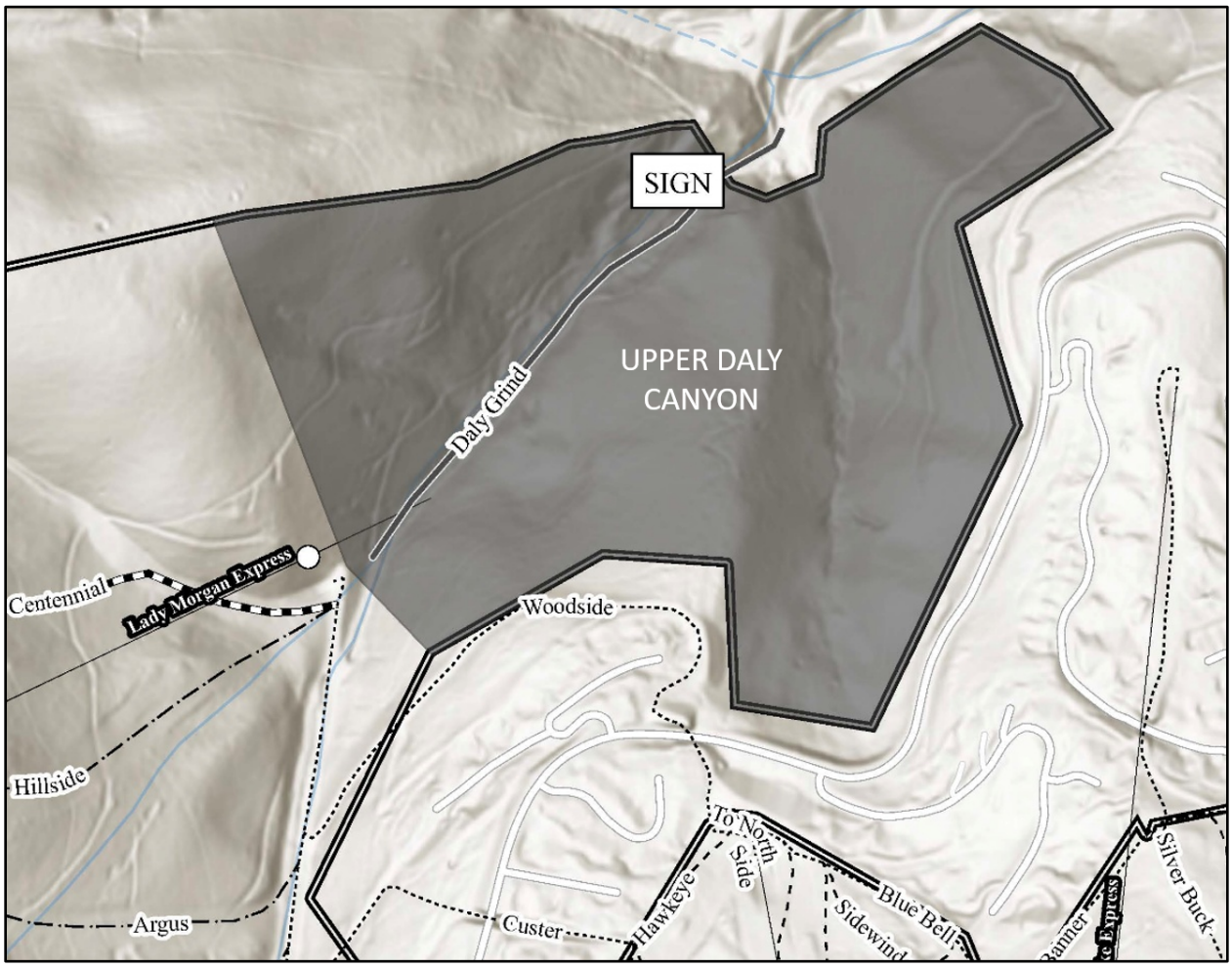
Flagstaff
- Flagstaff Loop
- Team Big Bear
- Tour des Suds
- Ontario Bypass
- Mid-Mountain
- Boulder
- Shenanigans
- Ontario (Hike)
- Red Cloud (Hike)
- Moose Bones
- Ontario Loop
- Flagstaff Access

Empire
- 9K
- Daly Grind
- Empire Link
- John's 99
- Link
- Little Chief
- Ore Cart
- Sam's
- Speed Bag
- TG
- TG 2
- Corvair
- Payroll

EXHIBIT D
TO
GRANT OF CONSERVATION EASEMENT

Map of Upper Daly Canyon Public Winter Use Area

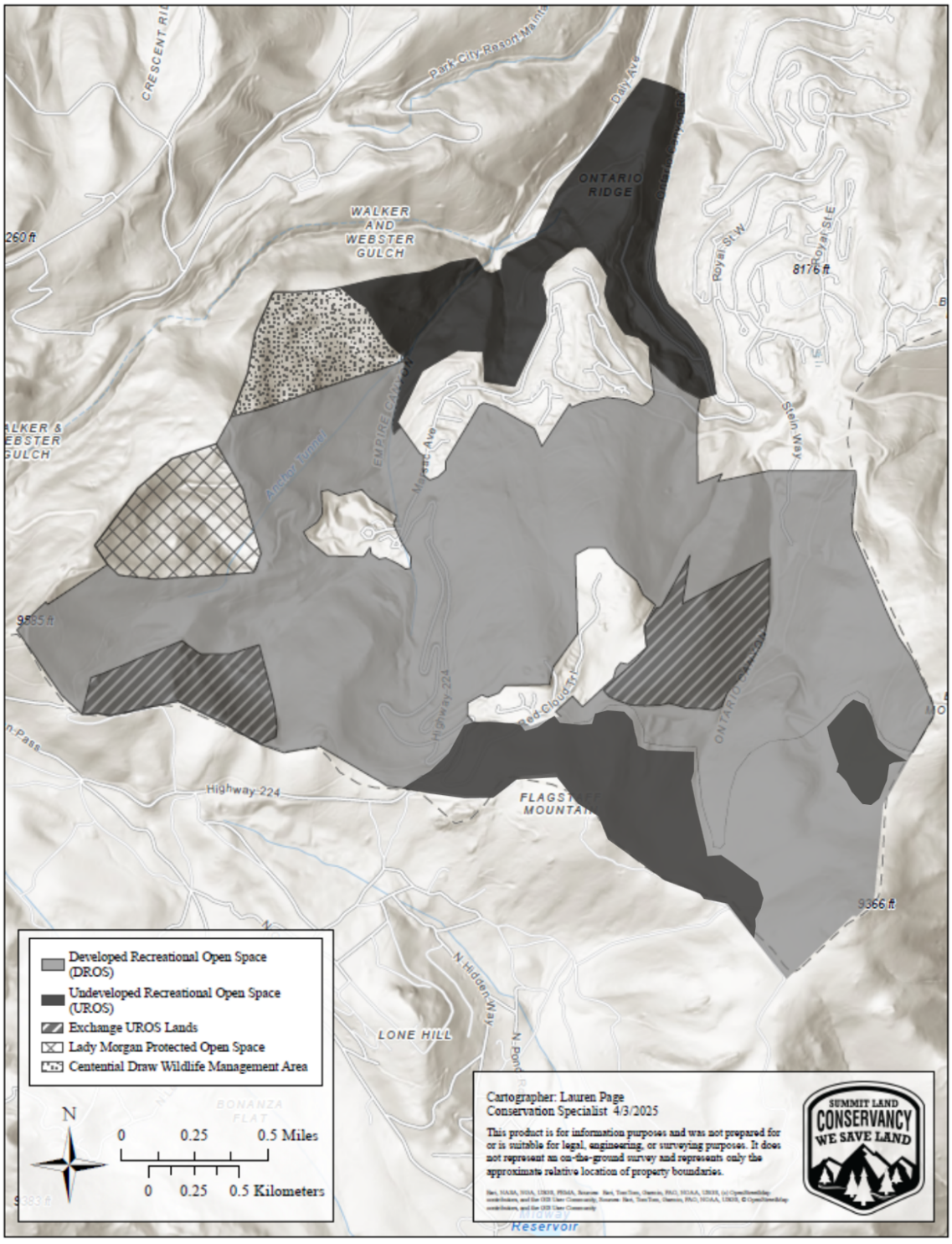
White Dot Equates to Bottom Terminal for Lady Morgan Express



4937-7766-4782

EXHIBIT E
TO
GRANT OF CONSERVATION EASEMENT

Map of UROS and DROS areas



4937-2780-3515, v. 11

City Council Staff Report

Subject: 2166 Comstock Drive - Encroachments
Author: Becky Gutknecht, P.E., Assistant City Engineer
Department: Engineering
Date: February 26, 2026

Recommendation

Staff recommends that the City Council approve an encroachment agreement for the applicant's fence as installed in the right-of-way on 2166 Comstock Drive but require the relocation of the landscaping retaining wall to provide a minimum 2-foot setback from the sidewalk.

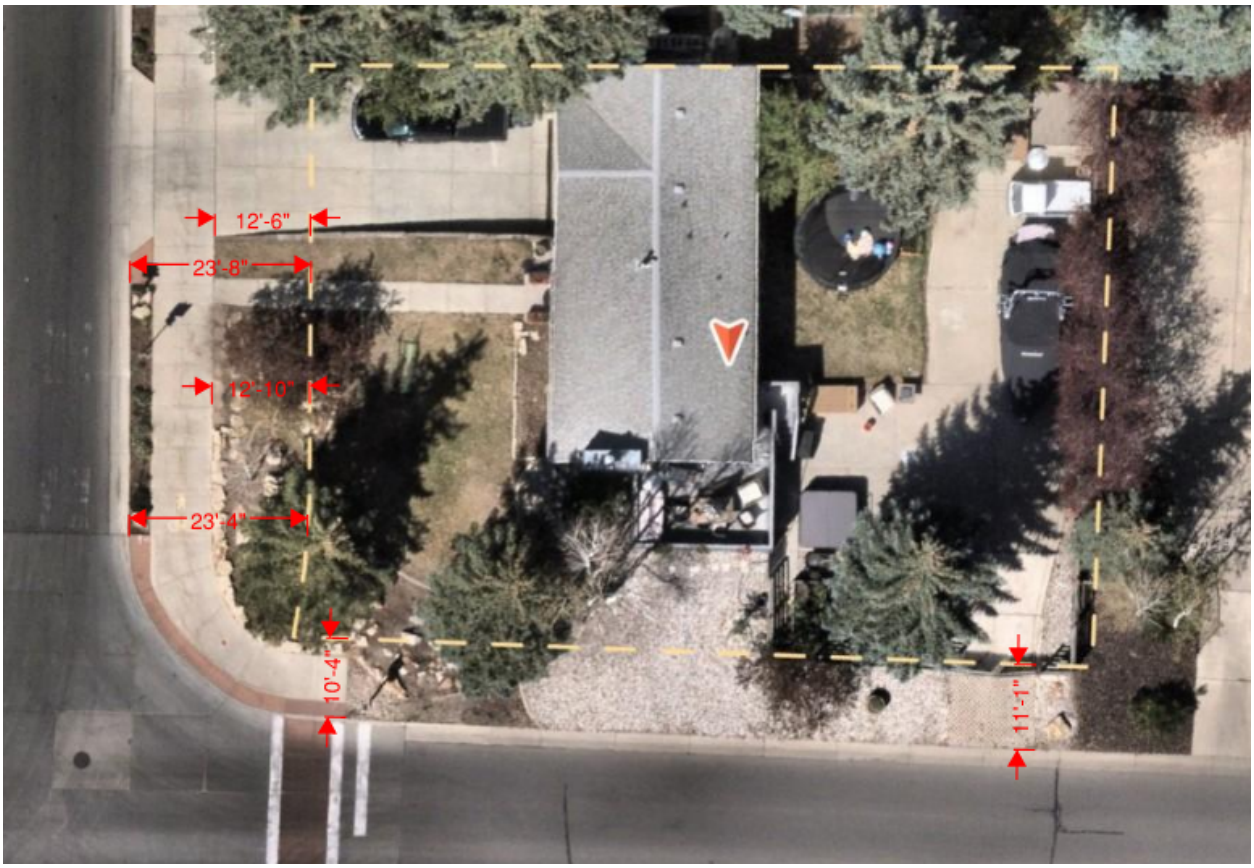
Executive Summary

The applicant requests that Council approve an encroachment agreement (see Exhibit A—Encroachment Agreement Template) allowing them to keep both their newly installed fence and landscaping wall as shown on Picture No. 1, which are well within the right-of-way. The landscaping wall as installed is directly adjacent to the sidewalk and the fence is about 4 feet behind the wall.



Picture No. 1

The boundary line between the applicant's property and the City right-of-way is approximately 23 feet behind the curb and 12.5 feet behind the back of the sidewalk. As such, both the fence and retaining wall are within the City's right-of-way. (See Picture No. 2.)



Picture No. 2

Staff has identified the following options for Council consideration and potential action:

- Approve an encroachment agreement for the fence as built but require the relocation of the landscaping wall to provide a minimum 2-foot setback from the sidewalk (staff's recommendation).
- Approve an encroachment agreement for both the fence and landscaping wall as built.
- Deny an encroachment agreement and initiate the process for removal of the fence and landscaping wall encroachments into the right-of-way consistent with Utah Code section 72-7-104.

Analysis

The homeowner installed landscaping rock in the right-of-way along the corner of 2166 Comstock Drive in late 2022 (see Picture No. 3). At the time, the rock was viewed as a minor landscaping improvement and, as such, the homeowner was not asked to sign an encroachment agreement.



Picture No. 3

Following the installation of the landscaping rock, the homeowner wanted to improve the landscape border and install a fence. The homeowner sought guidance from the Planning and Building Departments prior to construction, but the scope of the project did not trigger a Planning or Building Permit. It appears that the homeowner was unaware that these installations were within the City's right-of-way, necessitating further approvals prior to installation.

In December 2025, the homeowner installed the landscaping wall and fence. The Engineering Department was notified of the installation, met with the homeowner, and informed them that because these improvements are within the right-of-way, approval or an official decision regarding the encroachments must be obtained from Council.

The right-of-way in this location is unusually wide. Around Park City, the right-of-way width varies significantly, but the boundary line between private property and City right-of-way is typically within about 10 feet of the back of the curb. The right-of-way on Comstock extends approximately 23 feet behind the curb. Because of the historic nature of our City, each location is unique and often presents very specific irregularities that need to be considered and addressed. The Building, Planning, and Engineering teams are actively discussing ways to improve our internal processes so that applicants have a better understanding of what permits or approvals may be required, and from which department in the future.

The Public Works Director has raised concerns that the landscaping wall's proximity to the sidewalk may pose challenges to snow removal efforts in this area. This sidewalk is identified on the network of Safe Routes to School and, as such, is a first-priority plowing route and receives an elevated level of plowing services. While we typically try to maintain a 10-foot clearance of large obstructions to facilitate snow removal, in this location, the Public Works Director has determined that a 2-foot buffer from the sidewalk to the landscaping wall would allow for sufficient snow storage without compromising the fence.

Exhibits

A. Encroachment Agreement Template

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

Affects Parcel No(s).: _____

ENCROACHMENT AGREEMENT

This Encroachment Agreement ("**Agreement**") is between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation ("**PCMC**"), and _____ _____ ("**Owner**"), the owner(s) of certain real property located at _____, Park City, Utah 84060, to set forth the terms and conditions under which PCMC will permit the Owner to build, maintain, and use certain improvements on PCMC property and right-of-way, including _____ (the "**Right-of-Way**").

The parties therefore agree as follows:

1. **Property.** This Agreement shall be associated with the parcel(s) identified above and the adjacent Right-of-Way, as described below.

2. **Transferability and Recordation.** This Agreement is not transferable to any other property, but is freely transferable with the title to the Property. This Agreement will be recorded against the Property and is binding on the successors in title or interest of Owner.

3. **Scope.** The modifications permitted within the Right-of-Way shall consist of and be limited to those generally described below and depicted in the scaled drawings with all related elements in **Exhibit A** (the "**Modifications**"). The Modifications consist of the following element(s): _____ _____ _____.

Owner shall not make any alterations to the Modifications without written permission from PCMC. Owner shall obtain all required permits prior to installation of the Modifications.

4. **Removal.** PCMC may remove the Modifications at its own cost for any reason whatsoever, including but not limited to street improvements, installing utilities (or permitting such installation), or modifying the street section, in its sole determination without compensating Owner. Owner understands and agrees that PCMC may remove, relocate, replace, or destroy the

Modifications at PCMC's sole discretion. Owner hereby waives any right to compensation for the loss of investment or the cost of installing or reinstalling the Modifications.

PCMC will make a reasonable attempt to notify Owner prior to commencing work that may damage destroy, or require removal of the Modifications, but PCMC makes no warranties or promises to give Owner any notice prior to commencing such work. Owner and PCMC agree that failure to notify Owner prior to the commencement of any work in the Right-of-Way does not constitute a breach of contract. PCMC and its franchised utilities will attempt to save as much of the Modifications as possible but in no way guarantees any salvage value whatsoever.

5. **Repairs.** Owner is responsible for all repairs to the Right-of-Way where the Modifications are installed. Owner shall coordinate with PCMC and other providers or users of the Right-of-Way, including utilities, when any cuts or excavations will be made. Unless otherwise expressly permitted by written agreement, installation, repairs, or maintenance of the Modifications shall be limited to the same section of the Right-of-Way where the Modifications are initially installed, as shown on **Exhibit A**. Owner and successors shall maintain the Modifications in a good state of repair at all times and, upon notice from PCMC, shall repair any damaged, weakened, or failed sections of the Right-of-Way. If Owner fails to repair the Right-of-Way within 30 days of notice from PCMC, PCMC reserves the right to repair the Right-of-Way, remove the Modifications, and terminate this Agreement in its sole discretion. Owner shall pay PCMC for all of PCMC's reasonable costs to repair the Right-of-Way and remove the Modifications if Owner fails to make repairs within 30 days after notice from PCMC.

6. **License.** No permanent right, title, or interest of any kind shall vest in Owner in the Right-of-Way by virtue of this Agreement. The interest hereby created is a revocable license, and not an easement or other perpetual interest. Owner will not obtain any interest in the Right-of-Way under the doctrines of adverse possession, prescription, or other similar doctrines of law based on adverse use, as the use permitted by this Agreement is entirely permissive in nature. PCMC does not consent to a waiver of governmental immunity under the Governmental Immunity Act of Utah as codified in Title 63G, Chapter 7, of the Utah Code (or successor provision).

7. **Snow and Ice Removal.** Owner shall remove snow from any affected sidewalks and stairways in compliance with Park City Code section 14-4-9. Additionally, Owner shall be responsible for the removal of any snow, ice, or related buildup that occurs in the modified area or adjacent areas as a result of the Modifications.

8. **Indemnification.** Owner will indemnify and defend PCMC and its elected officials, employees, and volunteers from and against any and all claims, loss, damage, expense, liabilities, and costs (including reasonable attorneys' fees, litigation costs, and court costs) related to any third-party claim for property damage, personal injury, or death arising out of or in connection with (i) the Modifications, (ii) Owner's installation, maintenance, operation, or repair of the Modifications, and (iii) Owner's failure to comply with any of its obligations contained in this Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of PCMC.

PCMC will give prompt written notice to Owner of any claim or threatened claim no later than 15 calendar days after PCMC receives written notice of the action, suit, or proceeding, or threat of the same. PCMC's failure to give the required notice will not relieve Owner from its obligation to indemnify PCMC unless, and only to the extent that, Owner is materially prejudiced by such failure.

9. **No Joint Venture.** Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall either party act toward third persons or the public in any manner that would indicate any such relationship with each other.

10. **Entire Agreement.** This Agreement constitutes the entire understanding between the parties regarding the subject matter of this Agreement.

11. **Revocation.** This Agreement shall be in effect until revoked by PCMC, which may occur for any reason in PCMC's sole discretion. Revocation shall be effected by PCMC with a notice of revocation to be recorded with the Summit County Recorder and sending notice to Owner or Owner's successor. If Owner removes all Modifications from the Right-of-Way, PCMC shall record a notice of revocation at Owner's request.

12. **Governing Law, Jurisdiction, Venue.** Utah law governs all adversarial proceedings arising out of this Agreement or the subject matter of this Agreement. As the exclusive means of bringing adversarial proceedings to resolve any dispute arising out of this Agreement or the subject matter of this Agreement, a party may bring such a proceeding in courts of competent jurisdiction in Summit County, Utah.

13. **Breach.** In the event Owner fails to fulfill any of its respective obligations under this agreement, PCMC shall have a breach of contract claim and remedy against Owner, in addition to any other remedy provided herein or by law; provided, however, that no remedy that would have the effect of amending the specific provisions of this agreement shall become effective without such action that would be necessary to formally amend the Agreement.

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

15. **No Non-Party Rights.** Nothing in this Agreement is intended to grant rights of any kind to any non-party or create third-party beneficiary rights of any kind.

16. **No Waiver.** No waiver under this Agreement will be effective unless it is in writing and signed by the party granting the waiver (in the case of PCMC, by an individual authorized by PCMC to sign the waiver). A waiver granted on one occasion will not operate as a waiver on other occasions.

17. **Successors.** This Agreement shall be binding upon all successors and assigns, and shall inure solely to the benefit of PCMC and Owner.

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

OWNER:

Date: _____ Owner's Signature: _____

Owner's Name (Printed): _____

Mailing Address: _____

_____

Phone Number: _____

Email: _____

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

STATE OF _____)
ss
COUNTY OF _____)

On this _____ day of _____, 20____, personally appeared

before me _____, proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, acknowledged that they executed the same, and if the Owner is a corporation, acknowledged that they are an authorized representative of the Owner.

(Notary Official Seal)

_____
Notary Public Signature

PARK CITY MUNICIPAL CORPORATION:
PO Box 1480
Park City, UT 84060

Date: _____ Signature: _____

Name (Printed): _____

Title: _____

STATE OF _____)
ss
COUNTY OF _____)

On this _____ day of _____, 20____, personally appeared

before me _____, proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, acknowledged that they executed the same, and acknowledged that they are an authorized representative of Park City Municipal Corporation.

(Notary Official Seal)

_____
Notary Public Signature

EXHIBIT A