



**PARK CITY COUNCIL MEETING  
SUMMIT COUNTY, UTAH  
November 6, 2025**

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

Zoom Link: <https://us02web.zoom.us/j/84265361858>

**CLOSED SESSION - 2:45 p.m.**

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

**WORK SESSION**

4:00 p.m. - UDOT U.S. 40 Long-Range Planning Study Presentation

4:30 p.m. - Senior Center Site Design Discussion

5:10 p.m. - Break

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

**I. ROLL CALL**

**II. PRESENTATIONS**

1. Consideration to Approve Resolution 24-2025, a Resolution Proclaiming November 11, 2025 as a Day to Honor Veterans in Park City, Utah  
(A) Public Input (B) Action

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

Council Questions and Comments

Staff Communications Reports

1. August 2025 Sales Tax Report
2. Transit Technology Transition: What, When, Need to Know

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

**V. CONSIDERATION OF MINUTES**

1. Consideration to Approve the City Council Meeting Minutes from October 13, 16, and 23, 2025

**VI. CONSENT AGENDA**

1. Request to Approve an Amendment to the Public Improvement Agreements with Park City Heights and Studio Crossings Subdivisions, in a Form Approved by the City Attorney
2. Request to Authorize the City Manager to Execute a Contract with Emily Miquelon Not to Exceed \$4,000, in a Form Approved by the City Attorney's Office and Recommended by the Public Art Advisory Board for the Creation of the Playground Surface Design for the Community Center Playground Renovation
3. Request to Authorize the City Manager to Execute an Amendment to Extend the Binding Exclusive Negotiation Clause for 90 Days, Ending February 11, 2026, for the Non-Binding Memorandum of Understanding with Wadsworth Acquisitions, LLC, to Pursue a Public-Private Partnership to Deliver an Indoor Pickleball Facility

## **VII. OLD BUSINESS**

1. Consideration of the Public Benefits Analysis for the Appropriation of Additional Funds in the Amount of \$754,497 towards the EngineHouse Affordable Housing Development; and Consideration to Approve the Appropriation  
(A) Continuation of Public Hearing (B) Action
2. Consideration to Adopt the Clark Ranch Conservation Easement  
(A) Public Input (B) Action
3. Discuss Design and Strategy Preferences for the Bonanza 5-Acre Site Redevelopment (staff report to follow)  
(A) Public Input (B) Possible Action

## **VIII. ADJOURNMENT**

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

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

## City Council Staff Report



**Subject:** Senior Center Design  
**Author:** Matthew Lee, Project Manager  
**Department:** Economic Development  
**Date:** November 6, 2025

Pursuant to Council direction, our design partner, Sparano + Mooney Architecture, will facilitate a Work Session to focus on the design and strategy preferences of the City Council for the Senior Center development at the Mawhinney lot.

### Background

An initial [feasibility report](#) was presented and discussed at the May 1, 2025, City Council Meeting. A [project update](#) was provided at the July 10, 2025 Council meeting where the Council directed staff to proceed with procuring a design team to develop concepts according to specific directives, including to:

- Prioritize building adequate parking, and consider below-grade parking to preserve open/green space on the site to the extent reasonable;
- Consider the entire “lot” (all four properties/parcels analyzed in the feasibility report) to optimize building position, site design, parking capacity, and street frontage;
- Prepare budget, site plan, building size, and parking capacity as concept design alternatives that will aid the Council and stakeholders in the final determination;
- Incorporate updated sustainability policies into the building design process; and
- Engage Summit County representatives as partners in the design process.

The Design Services Request for Statement of Qualifications (RSOQ) was released May 27, 2025, with proposals due June 20, 2025. Sparano + Mooney Architecture was selected to perform this scope of work through a robust procurement process, and the Phase 1 Concept/Schematic Design contract was executed September 18, 2025.

### Analysis

Sparano + Mooney will lead a work session with City Council, focusing on the design elements, opportunities, and constraints presented by various potential site plans for the Senior Center project as identified through the design team’s initial work in coordination with stakeholders, including Park City Seniors, Planning, and Engineering. Sparano + Mooney will seek Council input and direction on the proposed site plans, including building size and placement within the lot, parking and access options, and cost estimates.

### Exhibits

**Exhibit A: Senior Center Site Design Work Session Presentation**



## City Council Staff Report

**Subject:** Veterans Day Resolution  
**Author:** Michelle Downard, Resident Advocate  
Adam Butler, Detective  
**Department:** Executive and Police  
**Date:** November 6, 2025

### Summary Recommendation

Approve a resolution recognizing November 11, 2025, as Veterans Day to honor the service and sacrifice of veterans who have honorably served in the United States Armed Forces.

As an organization, Park City has many veterans within its internal teams, divisions, and departments. Each year, we pay special thanks and respect to our colleagues and community members for their military services.

### Background

Armistice Day was initially celebrated in the United States on November 11, 1919, to recognize the end of World War I. Armistice Day was renamed Veterans Day on June 1, 1954, in honor of all people who have served in the United States Armed Forces.

### Analysis

Park City is a community that welcomes all individuals and recognizes the benefit of diverse backgrounds and experiences. Veterans provide valuable skill sets, work ethics, core values, and experiences that strengthen our community. Park City recognizes the sacrifice of veterans who risk their safety and dedicate their service to our country.

Consistent with [City Council's Protocols](#), the Mayor informally polled the City Council and the majority of the Council agreed to place this resolution on the meeting agenda.

The following activities will help to salute our local veterans:

- Main Street banners have been raised to tribute those who served;
- The Park City Historical Society will activate the fire siren at 11:11 a.m. on November 11, 2025 to tribute those who served;
- On Veterans Day, Park City Municipal will provide free coffee and pastries to veterans at Daily Rise Coffee, located at 1500 Snow Creek Drive, open from 7:00 a.m. to 3:00 p.m.; and
- On Tuesday, November 11, the Park City Rotary Club will host a panel featuring local veterans sharing their service stories, moderated by Mayor Nann Worel.

In addition to these efforts, a Veteran's Day 2025 Resolution demonstrates Park City's support for veterans who have served our country with honor and deserve our gratitude. Council joins the community in honoring our veterans this Veterans Day.

### Exhibit A- Veteran's Day 2025 Resolution



**Resolution No. 24-2025**

**RESOLUTION PROCLAIMING NOVEMBER 11, 2025 AS  
A DAY TO HONOR VETERANS IN PARK CITY, UTAH**

WHEREAS, the Congress and President of the United States have designated November 11, as Veterans Day to honor the service and sacrifice of the many Veterans who have safeguarded our country; and

WHEREAS, Veterans Day was originally proclaimed in 1919 as Armistice Day, recognizing the end of World War I; and

WHEREAS, in 1954 Armistice Day was changed to Veterans Day as a day to honor all veterans; and

WHEREAS, Park City residents have served in conflicts around the world, including World War I, World War II, Korea, Vietnam, Iraq, and Afghanistan; and

WHEREAS, Park City shall hang banners on Main Street in honor of Veterans Day; and

WHEREAS, Park City is proud to have local Veterans with valuable skill sets, work ethics, core values, and experiences that strengthen their communities.

NOW, THEREFORE BE IT RESOLVED that the Mayor and City Council hereby proclaim November 11, 2025, as a day to honor and recognize the valor and sacrifice of all our veterans. All residents are also asked to pay tribute to our wounded, our missing, our fallen, and their families—men and women who have known the true costs of conflict and deserve our deepest respect. These commitments to those who have served are commitments we must honor not only on Veterans Day but every day. As we do so, let us reaffirm our promise that when our troops finish their tours of duty, they come home to an America that gives them the benefits they have earned, the care they deserve, and the fullest opportunity to keep their families strong and our country moving forward.

PASSED AND ADOPTED this 6<sup>th</sup> day of November, 2025.

PARK CITY MUNICIPAL CORPORATION

\_\_\_\_\_  
Mayor Nann Worel

Attest:

\_\_\_\_\_  
Michelle Kellogg, City Recorder



## City Council Staff Report

**Subject:** August Sales Tax Report  
**Author:** Budget Team  
**Department:** Budget  
**Date:** November 6, 2025

### Sales Tax Distribution

The following summarizes the August sales tax distribution:

#### Citywide Sales Tax Distribution Summary (excludes Transient Room Tax):

Monthly (August):

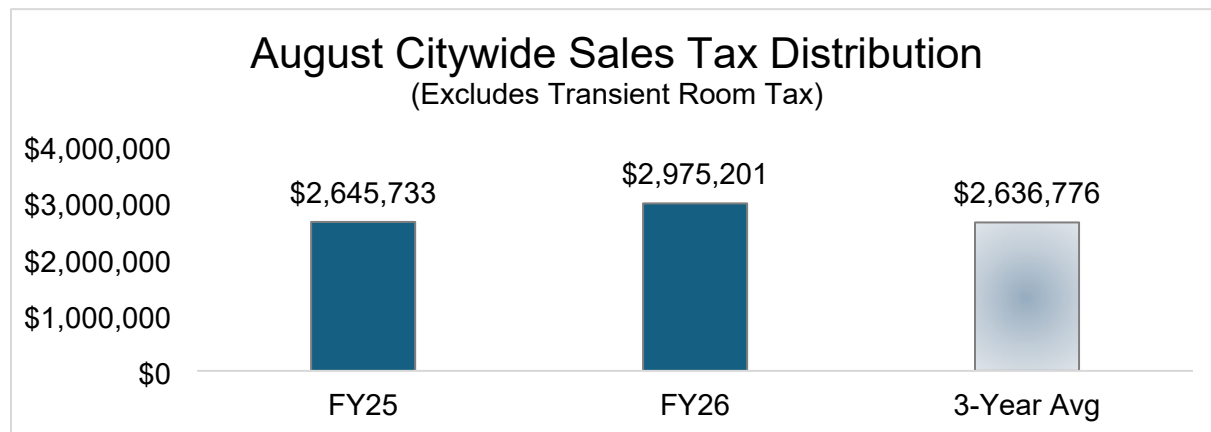
Revenue: \$2,975,201 — up \$329,468 (+12.5%) vs. August 2024; up \$266,888 (+9.9%) vs. budget.

Trailing Quarter (June – August):

Revenue: \$8,331,824 — up \$522,376 (+6.7%) vs. same period last year; up \$746,412 (+9.8%) vs. budget.

Year-to-Date (July – August):

Revenue: \$5,624,432 — up \$263,677 (+4.9%) vs. same period last year; up \$394,776 (+7.5%) vs. budget.



#### General Fund Distribution Summary:

Monthly (August):

Revenue: \$1,609,096 — up \$171,320 (+11.9%) vs. August 2024; up \$140,436 (+9.6%) vs. budget.

Trailing Quarter (June – August):

Revenue: \$4,520,735 — up \$273,617 (+6.4%) vs. same period last year; up \$274,298 (+6.5%) vs. budget.

Year-to-Date (July – August):

Revenue: \$3,043,889 — up \$137,549 (+4.7%) vs. same period last year; up \$207,959 (+7.3%) vs. budget.

### **Transient Room Tax (TRT) Distribution Summary:**

Monthly (August):

Revenue: \$213,046 — up \$3,953 (+1.9%) vs. August 2024; down \$9,167 (-4.1%) vs. budget.

Trailing Quarter (June – August):

Revenue: \$559,890 — down \$56,339 (-9.1%) vs. same period last year; down \$72,467 (-11.5%) vs. budget.

Year-to-Date (July – August):

Revenue: \$425,818 — down \$19,289 (-4.3%) vs. same period last year; down \$17,956 (-4%) vs. budget.

### **Sales Tax Analysis**

August, accounting for about 6% of annual sales tax distributions, marked a strong second month of FY26, with citywide distributions up 12.5% from August 2024 and 9.9% above budget — the largest August distribution on record. Part of this increase was driven by the timing of state distributions, which can vary from month to month; however, underlying activity also suggests stable spending conditions through the end of the summer season. Compared with July's performance, August reflected a marginally higher level of overall economic activity citywide relative to the previous year.

The Transient Room Tax (TRT) distribution also improved in August, rising 1.9% year-over-year. While still below budget (-4.1%) and down over the trailing quarter, the monthly gain suggests lodging activity remains generally stable but has not returned to prior record levels, with late summer visitation holding steady. TRT distributions for the June–August period remain 9.1% lower than last year and 11.5% below budget, a gap that will continue to be monitored as ski-season bookings develop.

Preliminary indicators for September show visitation levels roughly consistent with the same period last year. With only two months of distributions recorded, FY26 is off to a solid start, characterized by above-budget general sales tax performance and a modest improvement in lodging-related sales.

Staff will continue to monitor local, national, and global economic trends in coordination with the Park City Chamber of Commerce to ensure that revenue forecasts remain aligned with current conditions and adjusted proactively as trends evolve.

## Exhibits

Exhibit A: FY26 August Sales Tax Distribution

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# August Sales Tax Distribution Appendix I

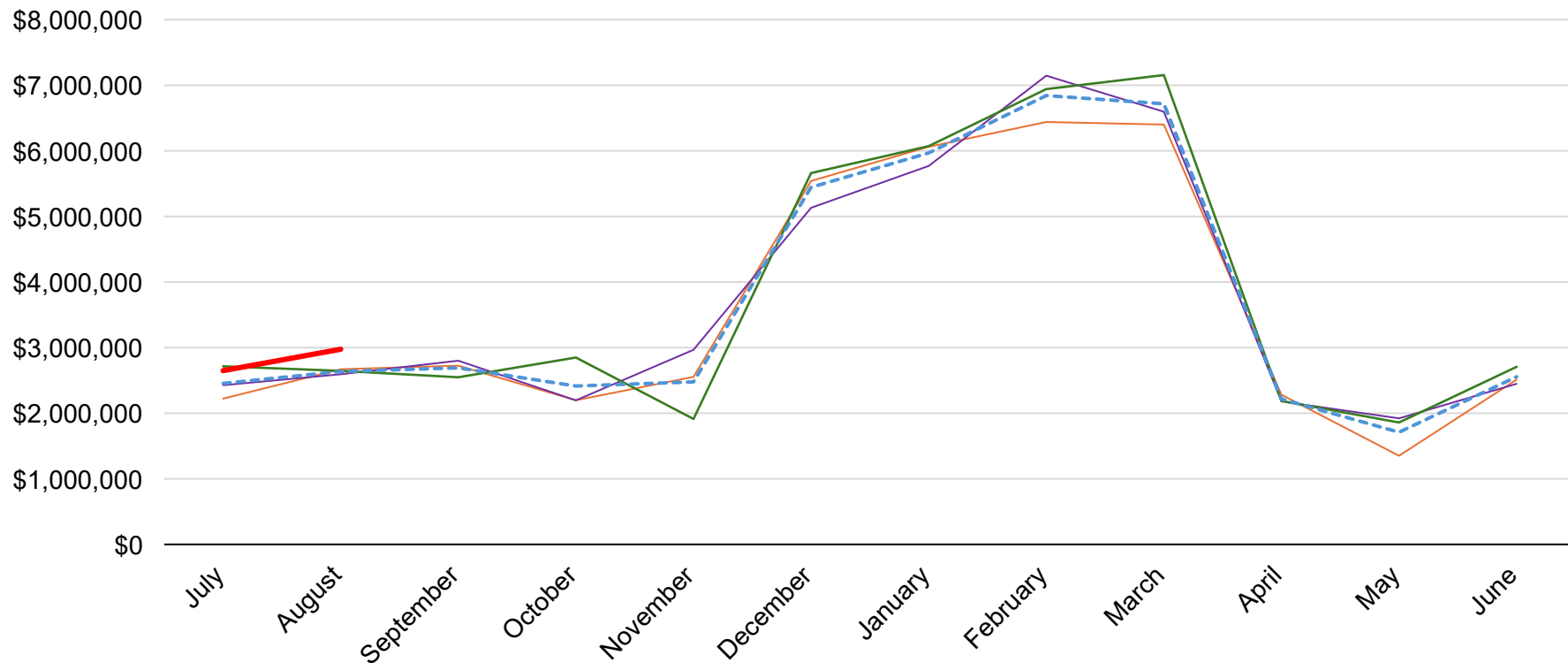
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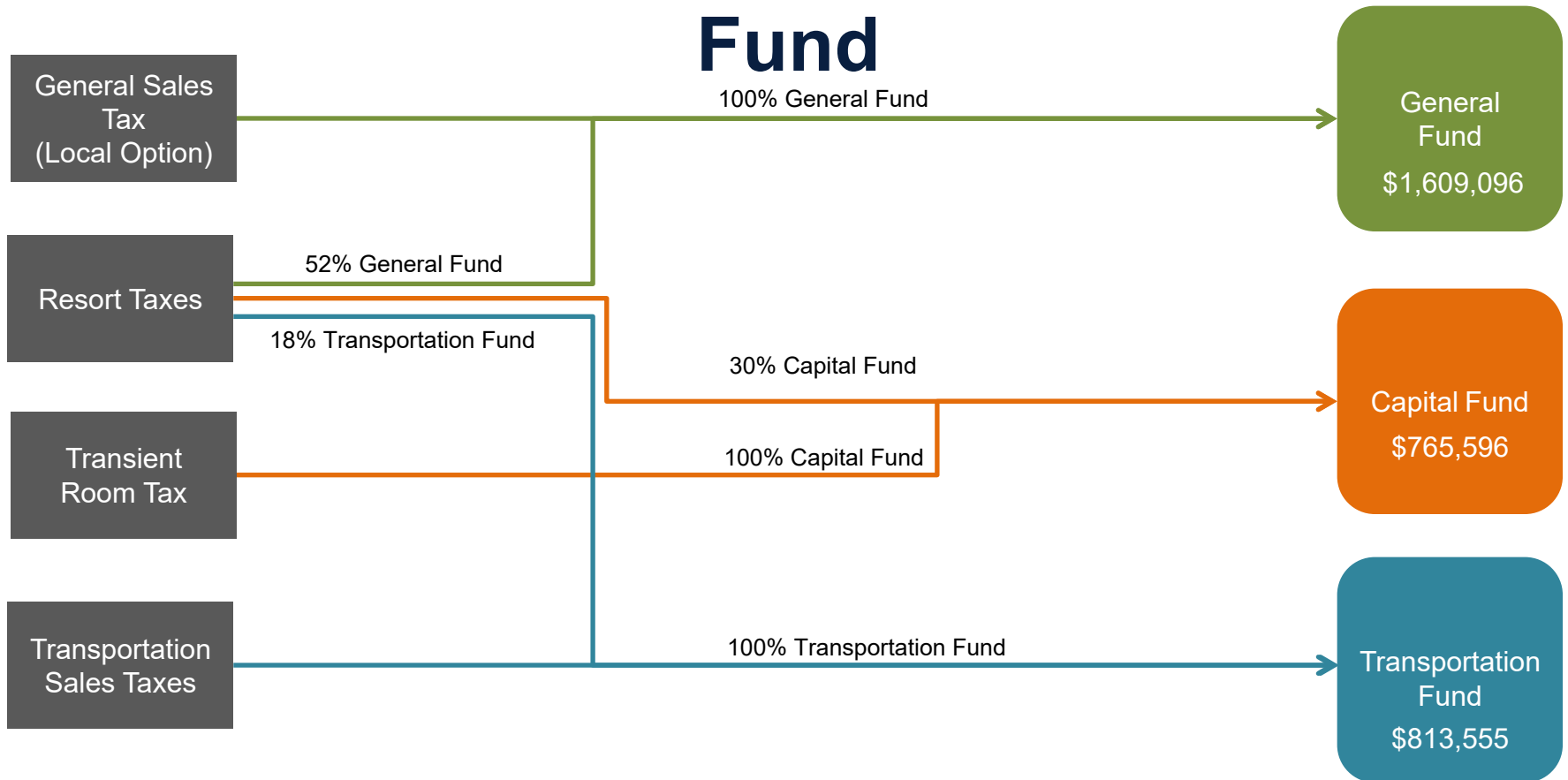
# Sales Tax Distribution

Annual Distribution Sales Tax Revenue Over Time by Month

FY23 FY24 FY25 FY26 3-Year Avg



# August Sales Tax Revenue by Fund



# Local Option Sales Tax Distribution

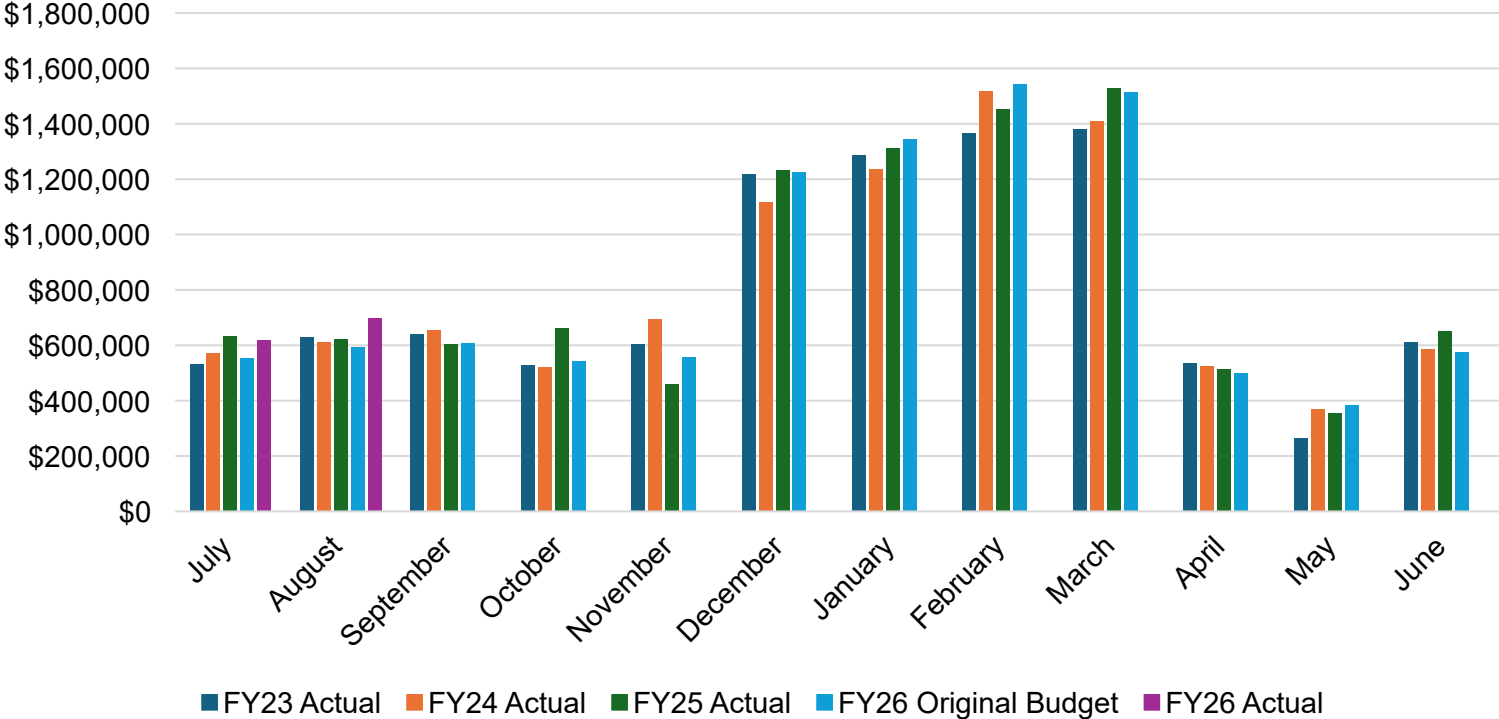
Local Option Sales Tax - Monthly							
Month	FY23 Actual	FY24 Actual	FY25 Actual	FY26 Original Budget	FY26 Actual	FY26 v FY25, % Variance	Actuals vs Budget
July	\$532,806	\$570,791	\$634,037	\$553,095	\$619,299	-2.32%	11.97%
August	\$631,245	\$612,827	\$623,012	\$594,110	\$697,269	11.92%	17.36%
September	\$641,829	\$655,342	\$604,981	\$606,408	\$0	-100.00%	-100.00%
October	\$526,872	\$521,364	\$661,089	\$544,006	\$0	-100.00%	-100.00%
November	\$603,371	\$695,129	\$460,257	\$558,263	\$0	-100.00%	-100.00%
December	\$1,216,593	\$1,116,760	\$1,233,701	\$1,226,749	\$0	-100.00%	-100.00%
January	\$1,288,403	\$1,236,790	\$1,312,696	\$1,344,635	\$0	-100.00%	-100.00%
February	\$1,366,459	\$1,518,413	\$1,453,765	\$1,541,707	\$0	-100.00%	-100.00%
March	\$1,380,769	\$1,408,614	\$1,530,462	\$1,513,548	\$0	-100.00%	-100.00%
April	\$534,284	\$525,152	\$515,667	\$499,391	\$0	-100.00%	-100.00%
May	\$264,260	\$370,168	\$357,004	\$385,423	\$0	-100.00%	-100.00%
June	\$611,246	\$586,773	\$652,449	\$575,918	\$0	-100.00%	-100.00%
<b>Total</b>	<b>\$9,598,138</b>	<b>\$9,818,123</b>	<b>\$10,039,119</b>	<b>\$9,943,252</b>	<b>\$1,316,568</b>	<b>-86.89%</b>	<b>-86.76%</b>
<b>\$10,865,411</b>							

Local Option Sales Tax - Culmulative							
Month	FY23 Actual	FY24 Actual	FY25 Actual	FY26 Original Budget	FY26 Actual	FY26 v FY25, % Variance	Actuals vs Budget
July	\$532,806	\$570,791	\$634,037	\$553,095	\$619,299	-2.32%	11.97%
August	\$1,164,051	\$1,183,618	\$1,257,049	\$1,147,205	\$1,316,568	4.73%	14.76%
September	\$1,805,880	\$1,838,960	\$1,862,030	\$1,753,613	\$0	-100.00%	-100.00%
October	\$2,332,752	\$2,360,324	\$2,523,119	\$2,297,619	\$0	-100.00%	-100.00%
November	\$2,936,124	\$3,055,453	\$2,983,376	\$2,855,882	\$0	-100.00%	-100.00%
December	\$4,152,716	\$4,172,213	\$4,217,077	\$4,082,631	\$0	-100.00%	-100.00%
January	\$5,441,119	\$5,409,003	\$5,529,773	\$5,427,266	\$0	-100.00%	-100.00%
February	\$6,807,579	\$6,927,416	\$6,983,537	\$6,968,973	\$0	-100.00%	-100.00%
March	\$8,188,348	\$8,336,030	\$8,513,999	\$8,482,521	\$0	-100.00%	-100.00%
April	\$8,722,631	\$8,861,182	\$9,029,667	\$8,981,912	\$0	-100.00%	-100.00%
May	\$8,986,891	\$9,231,350	\$9,386,670	\$9,367,334	\$0	-100.00%	-100.00%
June	\$9,598,138	\$9,818,123	\$10,039,119	\$9,943,252	\$0	-100.00%	-100.00%



# Local Option Sales Tax Distribution

Local Option Sales Tax  
Historical Sales Tax Revenues Over Time by Month



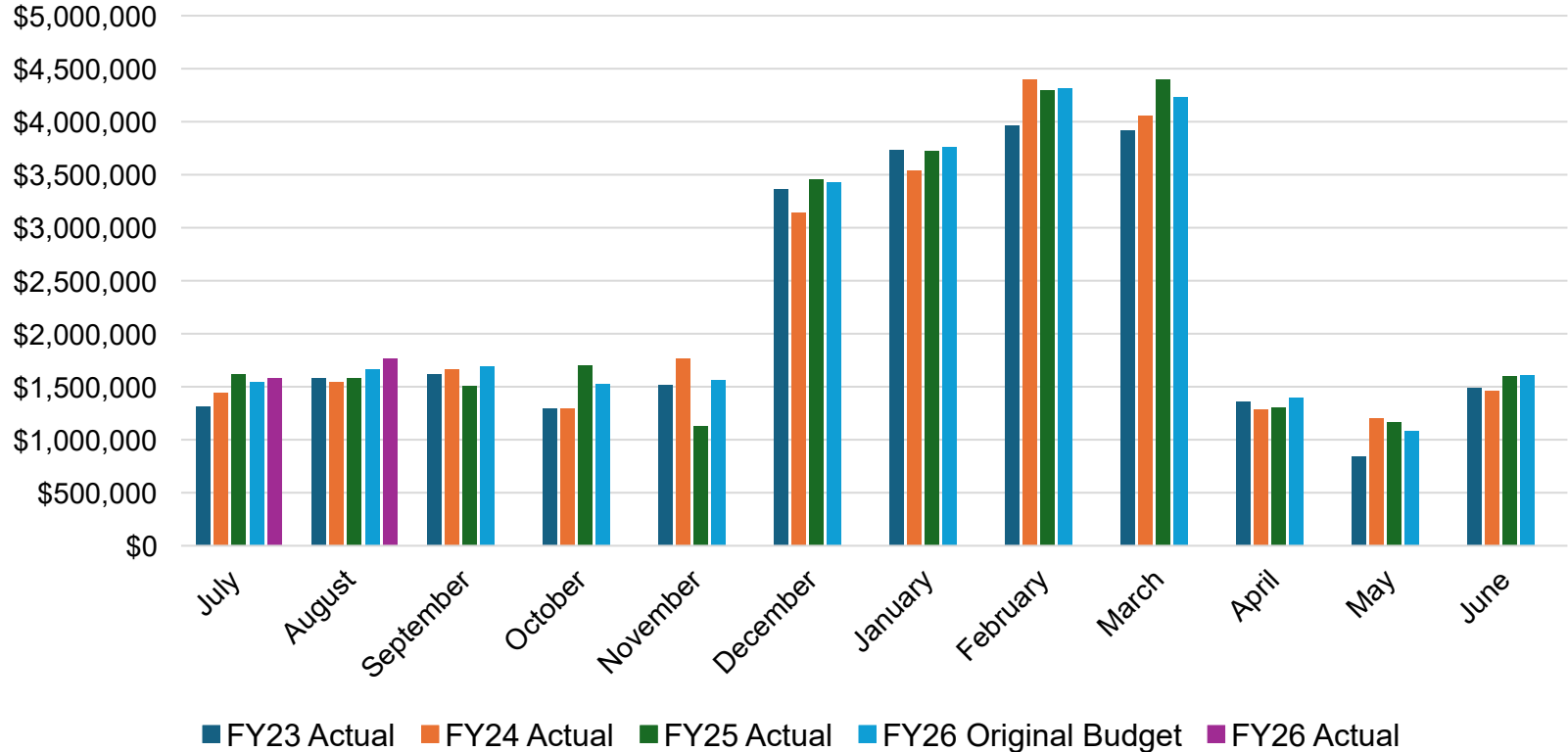
# Resort Sales Tax Distribution

Resort Sales Tax - Monthly							
Month	FY23 Actual	FY24 Actual	FY25 Actual	FY26 Original Budget	FY26 Actual	FY26 v FY25, % Variance	Actuals vs Budget
July	\$1,312,332	\$1,442,948	\$1,618,474	\$1,547,644	\$1,581,268	-2.3%	2.17%
August	\$1,586,065	\$1,541,605	\$1,580,122	\$1,662,411	\$1,768,321	11.91%	6.37%
September	\$1,615,491	\$1,668,124	\$1,508,595	\$1,696,822	\$0	-100.00%	-100.00%
October	\$1,296,056	\$1,299,701	\$1,700,690	\$1,522,212	\$0	-100.00%	-100.00%
November	\$1,512,524	\$1,764,089	\$1,125,600	\$1,562,105	\$0	-100.00%	-100.00%
December	\$3,368,390	\$3,140,247	\$3,458,333	\$3,432,630	\$0	-100.00%	-100.00%
January	\$3,729,527	\$3,538,256	\$3,722,264	\$3,762,495	\$0	-100.00%	-100.00%
February	\$3,965,502	\$4,397,749	\$4,295,595	\$4,313,930	\$0	-100.00%	-100.00%
March	\$3,920,247	\$4,053,790	\$4,399,342	\$4,235,138	\$0	-100.00%	-100.00%
April	\$1,356,848	\$1,283,854	\$1,302,002	\$1,397,372	\$0	-100.00%	-100.00%
May	\$844,454	\$1,202,996	\$1,163,996	\$1,078,471	\$0	-100.00%	-100.00%
June	\$1,491,338	\$1,462,232	\$1,598,674	\$1,611,507	\$0	-100.00%	-100.00%
<b>Total</b>	<b>\$25,998,774</b>	<b>\$26,795,590</b>	<b>\$27,473,687</b>	<b>\$27,822,735</b>	<b>\$3,349,589</b>	<b>-87.81%</b>	<b>-87.96%</b>

Resort Sales Tax - Culmulative							
Month	FY23 Actual	FY24 Actual	FY25 Actual	FY26 Original Budget	FY26 Actual	FY26 v FY25, % Variance	Actuals vs Budget
July	\$1,312,332	\$1,442,948	\$1,618,474	\$1,547,644	\$1,581,268	-2.30%	2.17%
August	\$2,898,396	\$2,984,553	\$3,198,596	\$3,210,054	\$3,349,589	4.72%	4.35%
September	\$4,513,887	\$4,652,677	\$4,707,191	\$4,906,876	\$0	-100.00%	-100.00%
October	\$5,809,943	\$5,952,378	\$6,407,882	\$6,429,088	\$0	-100.00%	-100.00%
November	\$7,322,467	\$7,716,467	\$7,533,482	\$7,991,193	\$0	-100.00%	-100.00%
December	\$10,690,858	\$10,856,714	\$10,991,815	\$11,423,823	\$0	-100.00%	-100.00%
January	\$14,420,385	\$14,394,970	\$14,714,079	\$15,186,318	\$0	-100.00%	-100.00%
February	\$18,385,887	\$18,792,719	\$19,009,674	\$19,500,247	\$0	-100.00%	-100.00%
March	\$22,306,135	\$22,846,508	\$23,409,016	\$23,735,385	\$0	-100.00%	-100.00%
April	\$23,662,982	\$24,130,362	\$24,711,018	\$25,132,757	\$0	-100.00%	-100.00%
May	\$24,507,436	\$25,333,358	\$25,875,014	\$26,211,228	\$0	-100.00%	-100.00%
June	\$25,998,774	\$26,795,590	\$27,473,687	\$27,822,735	\$0	-100.00%	-100.00%

# Resort Sales Tax Distribution

## Resort Sales Tax Historical Sales Tax Revenues Over Time by Month



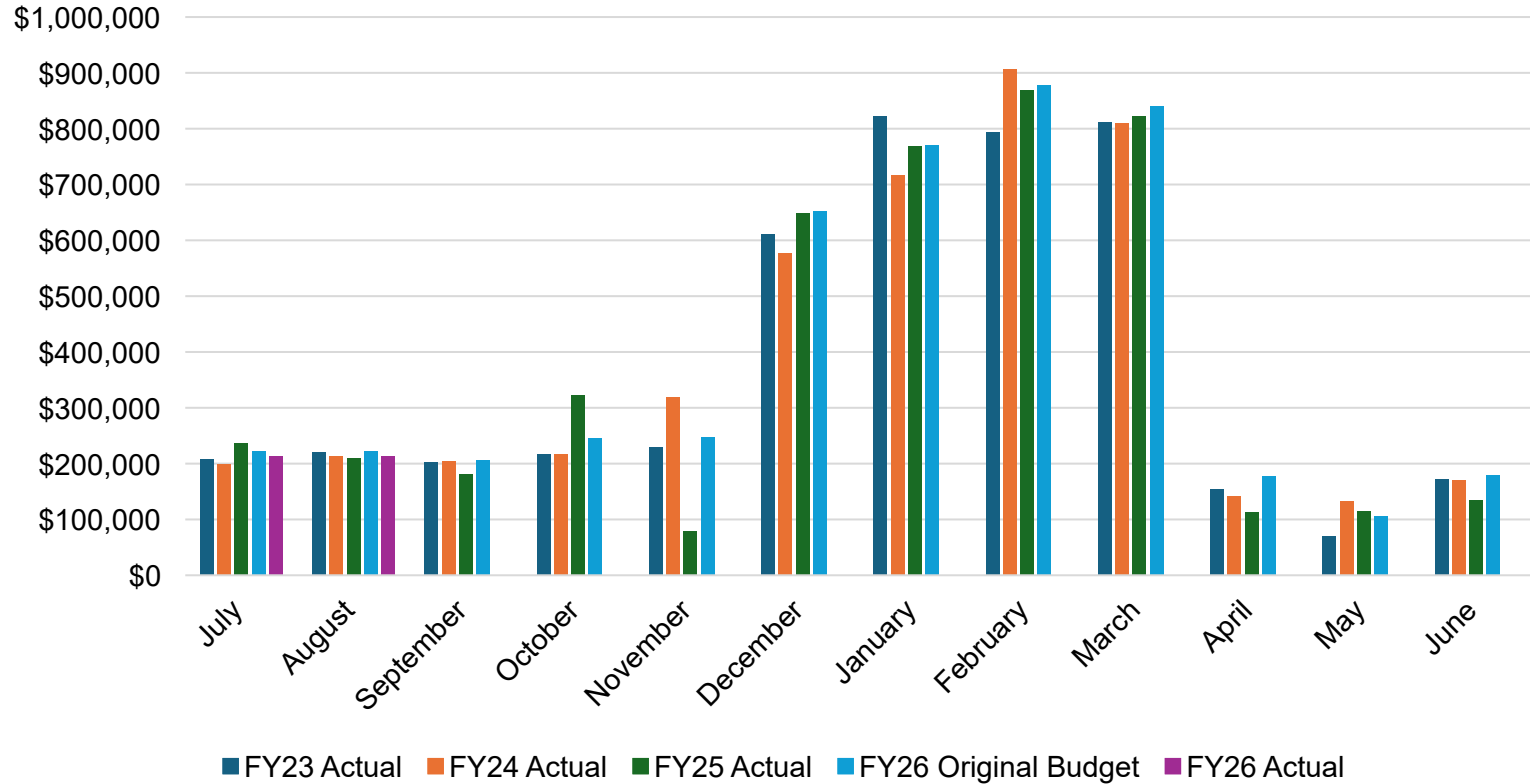
# Transient Room Tax Distribution

Transient Room Sales Tax - Monthly							
Month	FY23 Actual	FY24 Actual	FY25 Actual	FY26 Original Budget	FY26 Actual	FY26 v FY25, % Variance	Actuals vs Budget
July	\$207,936	\$199,624	\$236,013	\$221,560	\$212,771	-9.85%	-3.97%
August	\$219,874	\$212,683	\$209,093	\$222,213	\$213,046	1.89%	-4.13%
September	\$203,178	\$203,721	\$181,611	\$206,746	\$0	-100.00%	-100.00%
October	\$217,406	\$217,701	\$322,638	\$245,749	\$0	-100.00%	-100.00%
November	\$229,493	\$319,441	\$78,992	\$247,178	\$0	-100.00%	-100.00%
December	\$611,583	\$577,710	\$649,471	\$652,349	\$0	-100.00%	-100.00%
January	\$823,076	\$717,139	\$768,614	\$770,260	\$0	-100.00%	-100.00%
February	\$793,379	\$906,424	\$868,234	\$877,010	\$0	-100.00%	-100.00%
March	\$811,367	\$809,258	\$821,500	\$841,139	\$0	-100.00%	-100.00%
April	\$154,497	\$141,257	\$113,692	\$178,138	\$0	-100.00%	-100.00%
May	\$69,124	\$132,111	\$113,891	\$105,629	\$0	-100.00%	-100.00%
June	\$172,713	\$171,123	\$134,073	\$178,466	\$0	-100.00%	-100.00%
<b>Total</b>	<b>\$4,513,625</b>	<b>\$4,608,192</b>	<b>\$4,497,823</b>	<b>\$4,746,438</b>	<b>\$425,818</b>	<b>-90.53%</b>	<b>-91.03%</b>

Transient Room Sales Tax - Culmulative							
Month	FY23 Actual	FY24 Actual	FY25 Actual	FY26 Original Budget	FY26 Actual	FY26 v FY25, % Variance	Actuals vs Budget
July	\$207,936	\$199,624	\$236,013	\$221,560	\$212,771	-9.85%	-3.97%
August	\$427,810	\$412,307	\$445,106	\$443,773	\$425,818	-4.33%	-4.05%
September	\$630,988	\$616,027	\$626,717	\$650,519	\$0	-100.00%	-100.00%
October	\$848,393	\$833,728	\$949,356	\$896,268	\$0	-100.00%	-100.00%
November	\$1,077,886	\$1,153,169	\$1,028,347	\$1,143,447	\$0	-100.00%	-100.00%
December	\$1,689,469	\$1,730,880	\$1,677,819	\$1,795,795	\$0	-100.00%	-100.00%
January	\$2,512,545	\$2,448,018	\$2,446,433	\$2,566,056	\$0	-100.00%	-100.00%
February	\$3,305,925	\$3,354,443	\$3,314,667	\$3,443,066	\$0	-100.00%	-100.00%
March	\$4,117,292	\$4,163,701	\$4,136,167	\$4,284,205	\$0	-100.00%	-100.00%
April	\$4,271,788	\$4,304,958	\$4,249,859	\$4,462,342	\$0	-100.00%	-100.00%
May	\$4,340,912	\$4,437,069	\$4,363,750	\$4,567,971	\$0	-100.00%	-100.00%
June	\$4,513,625	\$4,608,192	\$4,497,823	\$4,746,438	\$0	-100.00%	-100.00%

# Transient Room Tax Distribution

## Transient Room Sales Tax Historical Sales Tax Revenues Over Time by Month



# Transportation Sales Taxes

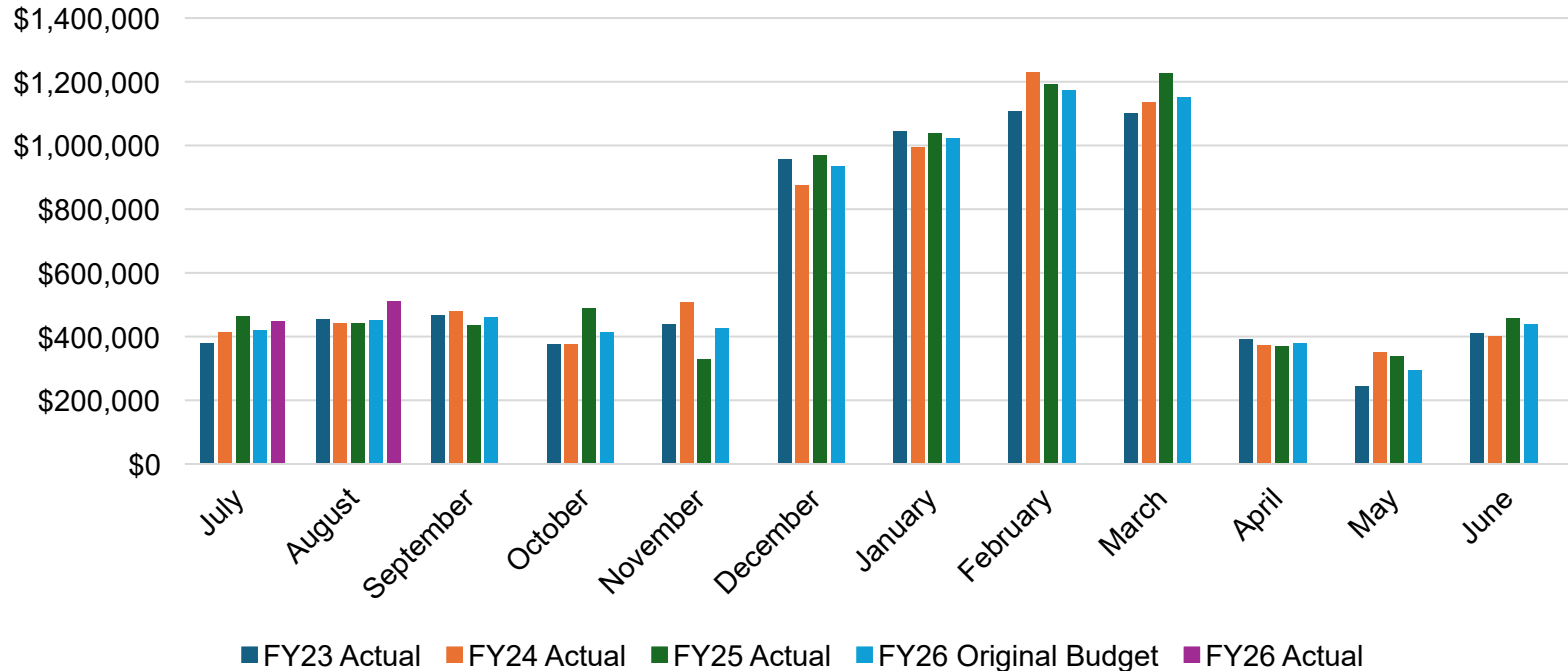
## Distributions

Transportation Sales Taxes - Monthly							
Month	FY23 Actual	FY24 Actual	FY25 Actual	FY26 Original Budget	FY26 Actual	FY26 v FY25, % Variance	Actuals vs Budget
July	\$377,116	\$413,216	\$462,510	\$420,603	\$448,663	-2.99%	6.67%
August	\$453,180	\$439,674	\$442,599	\$451,793	\$509,612	15.14%	12.80%
September	\$467,427	\$477,474	\$434,807	\$461,145	\$0	-100.00%	-100.00%
October	\$375,061	\$375,137	\$487,245	\$413,691	\$0	-100.00%	-100.00%
November	\$437,648	\$507,667	\$326,755	\$424,533	\$0	-100.00%	-100.00%
December	\$955,716	\$874,845	\$969,064	\$932,885	\$0	-100.00%	-100.00%
January	\$1,043,825	\$994,634	\$1,036,865	\$1,022,532	\$0	-100.00%	-100.00%
February	\$1,107,890	\$1,229,933	\$1,191,877	\$1,172,396	\$0	-100.00%	-100.00%
March	\$1,099,522	\$1,134,098	\$1,225,418	\$1,150,982	\$0	-100.00%	-100.00%
April	\$390,607	\$371,011	\$369,760	\$379,764	\$0	-100.00%	-100.00%
May	\$242,686	\$348,567	\$337,613	\$293,096	\$0	-100.00%	-100.00%
June	\$409,441	\$399,687	\$456,269	\$437,959	\$0	-100.00%	-100.00%
<b>Total</b>	<b>\$7,360,119</b>	<b>\$7,565,943</b>	<b>\$7,740,783</b>	<b>\$7,561,379</b>	<b>\$958,275</b>	<b>-87.62%</b>	<b>-87.33%</b>

Transportation Sales Taxes - Culmulative							
Month	FY23 Actual	FY24 Actual	FY25 Actual	FY26 Original Budget	FY26 Actual	FY26 v FY25, % Variance	Actuals vs Budget
July	\$377,116	\$413,216	\$462,510	\$420,603	\$448,663	-2.99%	6.67%
August	\$830,296	\$852,890	\$905,110	\$872,396	\$958,275	5.87%	9.84%
September	\$1,297,723	\$1,330,364	\$1,339,916	\$1,333,541	\$0	-100.00%	-100.00%
October	\$1,672,784	\$1,705,501	\$1,827,162	\$1,747,232	\$0	-100.00%	-100.00%
November	\$2,110,432	\$2,213,168	\$2,153,917	\$2,171,765	\$0	-100.00%	-100.00%
December	\$3,066,148	\$3,088,013	\$3,122,981	\$3,104,650	\$0	-100.00%	-100.00%
January	\$4,109,973	\$4,082,647	\$4,159,846	\$4,127,182	\$0	-100.00%	-100.00%
February	\$5,217,863	\$5,312,580	\$5,351,723	\$5,299,578	\$0	-100.00%	-100.00%
March	\$6,317,384	\$6,446,678	\$6,577,141	\$6,450,560	\$0	-100.00%	-100.00%
April	\$6,707,992	\$6,817,689	\$6,946,901	\$6,830,324	\$0	-100.00%	-100.00%
May	\$6,950,678	\$7,166,256	\$7,284,514	\$7,123,420	\$0	-100.00%	-100.00%
June	\$7,360,119	\$7,565,943	\$7,740,783	\$7,561,379	\$0	-100.00%	-100.00%

# Transportation Sales Tax Distributions

Transportation Sales Taxes  
Historical Sales Tax Revenues Over Time by Month  
(Excludes Additional Mass Transit Tax 2nd Quarter)





## City Council Staff Communications Report

**Subject:** Transit Technology Transition Report  
**Author:** Franklin Williams, ITS Program Manager  
William Degroot, Transit Manager  
Tim Sanderson, Transportation Director  
**Department:** Transportation  
**Date:** November 6, 2025

Park City Transit has begun replacing its existing Computer-Aided Dispatch / Automatic Vehicle Location (CAD/AVL) system. The project will modernize on-vehicle and dispatch technology that supports real-time bus tracking, communication, and performance reporting. The Go-Live switch over from current system to new system is currently scheduled to occur on or around November 13<sup>th</sup>. The project is on track to be completed by the start of Winter Service on December 7<sup>th</sup>.

### What is Changing

This upgrade includes:

- New on-vehicle hardware to replace End-Of-Life equipment.
- Updated dispatching, driver and transit service management software.
- Enhanced GPS and cellular communications that will improve real time bus location data and dispatch to driver communications.
- Enhanced system performance and reporting capabilities.
- Real time bus location and departure information will shift from MyStop to Transit App, Google and new web map.

This replacement will bring Park City Transit in line with modern technology standards and allow for future scalability and integration with evolving transportation technologies.

### Timeline

Phase	Description	Estimated Dates
Procurement & Contract Award	RFP completed and vendor selected	May 2025
System configuration & testing	System Configuration, Bus installations and testing	October – November 2025
Training and bus hardware installations	Transit staff training, system validation post installation	November 4 <sup>th</sup> – 21st
Public Go Live	Transition to live operations with partial fleet.	Target date of November 13 <sup>th</sup>



Phase	Description	Estimated Dates
Continued validation and completion of Bus Fleet installations	Completed by Winter Service Start December 7th	November 13th – December 7th

The project is scheduled for completion before the start of the winter service (December 7<sup>th</sup>) to minimize operational impacts.

### Public Information and Possible Disruptions

During the transition period, November 4<sup>th</sup> – December 6<sup>th</sup>, normal bus operations will continue with no interruptions. However, there may be **temporary interruptions** to the following:

- Real-time bus tracking in apps and web maps
  - Transit **Schedule data** will be available in the Transit App, Google, Park City Municipal Webpages
- Passenger information displays at bus stops
  - Any digital signage will display Schedule Data when the live-real-time data feed is unavailable

Park City will provide **advance public notices and updates during the transition period**, through city communication channels, social media, and transit signage.

Bus operations **will continue uninterrupted**. Riders are encouraged to use static schedules via Park City Transit Webpages or Transit App and Google, during the brief real time information outages.



**PARK CITY COUNCIL MEETING MINUTES - DRAFT**

**445 MARSAC AVENUE  
PARK CITY, UTAH 84060**

**October 13, 2025**

The Council of Park City, Summit County, Utah, met in open meeting on October 13, 2025, at 2:00 p.m. in the Council Chambers.

**SPECIAL MEETING**

**I. ROLL CALL**

Attendee Name	Status
Mayor Nann Worel Council Member Bill Ciraco Council Member Ryan Dickey Council Member Ed Parigian Council Member Jeremy Rubell Council Member Tana Toly Jodi Emery, Acting City Manager Michelle Kellogg, City Recorder	Present
None	Excused

**II. PRESENTATION AND DISCUSSION**

**1. Discuss Design and Strategy Preferences for the Bonanza 5-Acre Site Redevelopment:**

Mayor Worel announced open houses had been planned for October 20<sup>th</sup> where residents could find out more details on this project. Tim Sanderson, Sydney Maves, and Julia Collins, Transportation Planning, spoke regarding the proposed second level of underground parking. Maves stated the second floor would conflict with the City's Park City Forward Long-Range Transportation Plan, which promoted multimodal forms of transportation. This extra parking would create bad commuting habits and worsen traffic on Bonanza and SR248. Sanderson referred to a recent cost/benefit analysis for the second level parking. He indicated the cost per stall for 25 years was \$165,782. Required monthly revenue would need to be \$518, and he noted the monthly revenue generated for China Bridge was \$232. Maves stated the recovery rate was likely unachievable.

1 Council Member Parigian asked how they arrived at the \$518, to which Sanderson  
2 stated that included maintenance cost. Council Member Toly asked if the global market  
3 comparison was based on a daily rate or a monthly rate, to which Sanderson stated it  
4 could be both since this was the actual revenue achieved. Council Member Toly asked  
5 how the second level of parking would complicate the Traffic Impact Study (TIS). Maves  
6 indicated bringing twice the number of vehicles to the site would require a new TIS  
7 because it would impact the intersections. Sanderson noted it would depend on what  
8 the extra spaces were used for and stated if those spots replaced current parking, there  
9 would be a different outcome on the TIS. He indicated a TIS was planned for the  
10 development going forward.

11  
12 Council Member Rubell agreed with the report and in isolation, agreed that overparking  
13 the site didn't make sense, but he felt the extra parking could be used in the zone to  
14 fulfill parking requirements for parcels as they were redeveloped. He thought developers  
15 could pay a fee to meet their parking requirements. He noted they talked several times  
16 about shared parking and he asserted this could be designed as such. Sanderson  
17 stated he would feel comfortable if this was shared parking, but he was hesitant  
18 because they would be waiting a number of years until new development came. In his  
19 experience, when those spots were built, somebody would find a use for them unless  
20 there were concrete restrictions on them. Collins stated some other communities had an  
21 overall parking strategy which included removing street parking, creating fees-in-lieu,  
22 implementing parking maximums, offsite parking strategies, parking pricing, etc., and  
23 she asserted they would want to look at it through a scope of supply, pricing,  
24 accessibility, and making sure that what they did to the street surface would work for the  
25 entire district. She had been told to remove cars from coming into town and the  
26 incentive for bus travel was that there was no parking on the other side of the trip.  
27 Council Member Rubell stated staff was developing a district-wide strategy and asked if  
28 that was being done by the Planning Department. Rebecca Ward, Planning Director,  
29 referred to the Bonanza Park Mixed-Use (BPMX) District and indicated they were  
30 updating parking requirements and reducing the restrictions to underground parking to  
31 allow some flexibility for site development. But the Land Management Code (LMC)  
32 didn't address a Citywide policy. She noted that shared parking was allowed under the  
33 current code. Council Member Rubell asked if Council could request that staff work on  
34 this if the majority agreed, to which Ward affirmed.

35  
36 Council Member Ciraco felt a policy could be put in place before construction began.  
37 Sanderson stated his report was based on what was there now. Collins added this type  
38 of policy was hard and could take years to get approved. Council Member Ciraco felt a  
39 lot of work had been done recently and it was fresh on people's minds. He thought  
40 Council should consider giving direction to staff to work on this.

41  
42 Council Member Dickey asked if this project was short on parking with the one level.  
43 Steve Swisher stated the LMC required 250 spaces and the one level could  
44 accommodate 300 spaces. He noted two spaces were allowed for each 3-4 bedroom  
45 unit. The commercial maker spaces had parking assigned as well. Council Member Toly

1 asked if the garage estimate of \$45.9 million was a best-case scenario. Swisher  
2 indicated that was a high estimate because they knew this garage would need higher  
3 ceilings and ventilation.

4  
5 Mayor Worel expressed concern with adding density to this intersection and asked if the  
6 TIS would take into consideration temporary parking versus residential parking in that  
7 area. Sanderson stated those differences would be considered. Mayor Worel asked if  
8 the Council wanted to pursue a district-wide parking policy. Council Member Parigian  
9 thought the purpose of the extra parking was only for district-wide parking so that  
10 developers wouldn't need to add extra building height to accommodate for the parking.  
11 Council Member Toly was not interested in the district-wide parking policy. Council  
12 Member Ciraco supported staff looking into a district-wide parking policy. Council  
13 Member Dickey liked the shared parking concept, and he was interested in the planning  
14 study for the district. He was not sure this was the right place and was nervous about  
15 the commitments to pay for the parking. He thought it wasn't about a strategy for this  
16 site but about the neighborhood and wanted to push forward on the study. Council  
17 Member Rubell was surprised that staff wasn't further along on the study and thought  
18 the Planning Commission had discussed it. He hoped to localize the parking so it was a  
19 more pedestrian and bicycle friendly area. If it added to the congestion and the  
20 intersections couldn't be improved, then he wouldn't want to pursue it. He wanted to  
21 pursue the strategy to see if this was a good place for it. Council Member Dickey felt  
22 this site required underground parking, but other sites could accommodate ground level  
23 parking which would be cheaper, so he wanted to look at the neighborhood strategy.

24  
25 Chris Eggleton and Sara Wineman, Housing, presented their staff report. Eggleton  
26 stated they were asked to analyze Brinshore's housing unit mix with the City's housing  
27 inventory. They looked at this to determine if the City's stock along with Brinshore's new  
28 units would advance the City's long-term goals and strategies. Wineman indicated they  
29 looked at the current affordable housing rentals and for-sale product. She  
30 recommended moving forward with what Brinshore proposed. They found one-  
31 bedrooms were underrepresented in both of those neighborhoods. Two-bedroom units  
32 were highly flexible and they leased quickly. Three-bedroom units were necessary for  
33 families. The four-bedroom units were underrepresented as well. Those were typically  
34 harder to lease but there were none available in this area, and she thought they were  
35 needed.

36  
37 Council Member Rubell asked what the strategy would be for the units. Eggleton stated  
38 broader data sets were not available and he noted large scale data took a period time to  
39 collect. With the data they had, they could discuss generalized vacancy, the waitlists,  
40 deed restrictions, and what they were trying to build. He stated the product Brinshore  
41 was building was not readily available in the community. The analysis they prepared  
42 focused on how Brinshore was contributory to the construction, and what was available  
43 today; and whether it detracted or contributed to the need. Council Member Rubell  
44 clarified staff didn't have the ability to identify the need, but they knew there was a need.  
45 He gave the example that with LIHTC funding for affordable housing, the City couldn't

1 prioritize the local workforce. He wanted to prioritize housing for the local workforce. He  
2 thought the need could inform the analysis. Wineman stated providing diversity within  
3 the AMI levels would serve the workforce.  
4

5 Council Member Rubell asserted anyone who qualified would get the unit, per LITHC  
6 requirements, and they wouldn't have to work in the community. Carly Brinla, Brinshore,  
7 felt there were ways to address prioritizing the local workforce, such as targeted  
8 marketing and having several income bands. She noted they also moved the 30%AMI  
9 to unrestricted so businesses could reserve units and subsidize them for their  
10 employees. Council Member Rubell expressed concern that those methods were not a  
11 failsafe. Brinla gave an example of their efforts in other cities. David Brint, Brinshore,  
12 stated they did not want to have a fair housing violation and advised the Council to  
13 check with the City Attorney's Office on that subject. Council Member Rubell stated the  
14 City wanted to operate legally.  
15

16 Council Member Parigian asked if there could be a waterfall provision within the LIHTC  
17 funding. Brinla stated they could have priorities on the waitlist, but it would become an  
18 issue with protected classes. Council Member Toly referred to master leasing to the  
19 school district and IHC, and suggested that staff speak with the Chamber on the  
20 workforce and who this housing was intended for. Wineman stated they talked with the  
21 Chamber and the Chamber was meeting with businesses and would get back to City  
22 staff after those meetings.  
23

24 Brinla stated there were several protected classes such as marital status, disabilities,  
25 race, sexual orientation, etc., and the City could prioritize the local workforce, but they  
26 couldn't jump protected classes. Council Member Dickey asked to leverage the county's  
27 data on who lived in the county and worked elsewhere, and bring that back for next  
28 time. Council Member Parigian asked why this project was focused on being family-  
29 friendly, to which Wineman indicated there was a need to provide housing for families,  
30 and this project allowed them to have more family units.  
31

32 Council Member Rubell was not comfortable agreeing to the housing mix by unit type or  
33 AMI level until they had a conversation about the Chamber's data and the county's data.  
34 He also wanted to understand what it meant to treat it as a priority instead of a  
35 requirement. He would then want the Council to determine what kind of funding  
36 mechanism would be best to achieve their outcomes. He noted a lot of the funding for  
37 this project came from the transient room tax (TRT) and asked if they should talk to the  
38 Lodging Association to see how this project could serve the people working in that  
39 industry. Council Member Toly referred to the Mine Bench project and asserted they  
40 had discussions with employers who needed housing for their workforce. She felt that  
41 would be a great way to start. Council Member Ciraco agreed to hear more about the  
42 housing numbers and need. Council Member Dickey stated the numbers were close  
43 enough for planning purposes and this was a City subsidy so that would drive the  
44 Council's decision-making process. He didn't feel the need to polish this down to the  
45 last unit type before being able to decide. He felt this information was more of a

1 Planning level analysis. Council Member Parigian felt the project could move forward  
2 without determining the exact unit mix. He thought more units were needed here. He  
3 didn't agree that the City subsidy was driving the project, but rather getting the project  
4 right was the goal, regardless of the price. Eggleton summarized Council Members  
5 Dickey and Parigian noted a level of subsidy, but Council Member Rubell discussed  
6 removing the LIHTC funding from the deal, to which Council Rubell affirmed and stated  
7 that could change the landscape of what would get presented to the public.

8  
9 Eggleton presented information on the multi-arts center. He stated they worked with the  
10 Arts Council to see where venues were and where gaps existed. Across the county,  
11 there were 48 arts and culture spaces, with 25 within Park City limits. Most were specific  
12 function facilities. He thought the proposed space within this development was desirable  
13 and it could allow many organizations to use it collaboratively. Council Member Parigian  
14 supported the arts center. Council Member Toly thought 1,800 square feet was too  
15 small. Council Member Rubell asked if the arts organizations were onboard with this  
16 center. Eggleton stated the Arts Council was excited, but they didn't agree to manage it.  
17 Brinla stated the purpose was for different organizations to rent the space. She thought  
18 a larger organization or the City would manage it. Council Member Rubell wanted to  
19 make sure this hit the mark on what was wanted. He felt this was a community  
20 gathering place first and housing development second. He agreed with Council Member  
21 Toly that the current proposal felt small.

22  
23 Steve Swisher, GTS Development, reviewed the visioning process for this mixed-use  
24 development. He explained the village green was 1.38 acres and another acre of open  
25 space was in the frontage protection zone (FPZ). The buildings were 35 feet tall with the  
26 building on Munchkin being 45 feet tall. He displayed another option for the building  
27 configuration by splitting building Two, but he noted that would reduce the housing units  
28 from 112 to 98. Brinla stated the split building would increase operational costs as well.  
29 Council Member Parigian wanted more housing and felt this was a replica of the original  
30 arts and cultural district. Lisa Swisher indicated the original design had mostly studios  
31 and one-bedroom units.

32  
33 Steve Swisher reviewed the intention for the village green and stated there could be pop  
34 up shops, live music, winter markets, splash pad/ski beach, etc. He noted the multi-use  
35 art space was moved to the north end by Kearns and the splash pad was moved to the  
36 south end. Wilking reviewed the retail space to create community, including having food  
37 spaces and family uses. She also noted educational spaces could be established here.  
38 Council Member Parigian thought too much retail would take away from housing and he  
39 asked to make this cohesive. Wilking stated the buildings would be flexible to  
40 accommodate different sizes and they would attract a good tenant mix. Council Member  
41 Parigian asked them to consider having some ground floor living spaces. Swisher stated  
42 they had 12 live/work art maker spaces. Council Member Toly asked what the square  
43 footage would be for the buildings to which it was indicated 28,700 square feet on the  
44 ground floor.



1 Council Member Dickey asked how the spaces would be tagged for certain uses in the  
2 partnership agreement. Swisher stated the agreement was governed by things that  
3 couldn't be done. He would look for ways to activate the green space and serve the  
4 community. Wilking stated by the time the project was finished, the needs might  
5 change. Brinla stated they wanted to do other projects with the City so they would be  
6 working to please the Council with the outcome.

7  
8 Brinla reviewed the AMI configurations and Swisher reviewed the parking garage  
9 capacity. Mayor Worel asked about parking stall width. Van Lewis, Method Architecture,  
10 stated the standard space size was 9x18. Sometimes they built 10x20 stalls, but the  
11 biggest issue was where columns were located. Swisher added the extra height they  
12 allowed for would accommodate a Sprinter van and he stated the first floor should be for  
13 the tenants and then parkers from other sites would go to the lower level.

14  
15 Council Member Dickey referred to the AMIs and wondered about master leasing. He  
16 thought that would give advantage to big employers over local businesses. Brinla  
17 recommended holding off on master leasing and then if the units didn't rent, they could  
18 consider that.

19  
20 Brinla reviewed the additional costs for project revisions above the \$30 million the City  
21 committed to. Swisher summarized the project and displayed a rendering of the project,  
22 noting the development did not impede the mountain views.

23  
24 Council Member Rubell thought the project felt heavy, and he didn't think people in the  
25 village green would be able to see the mountains. He wanted this to be a welcoming  
26 community gathering space and the housing was impeding it. Brint stated this was not a  
27 dense project. Council Member Rubell stated another project in town, Studio Crossing,  
28 felt a lot more open. Swisher stated there was a generous green space, but there would  
29 be buildings around it. He felt that with the underground parking, it would be a great  
30 space. Council Member Rubell didn't feel like it was both a housing and community  
31 space.

32  
33 Council Member Dickey preferred Option A. Council Member Ciraco agreed with Option  
34 A. He liked the display showing the buildings were not too tall. He didn't love it and  
35 hoped to make the space more welcoming. Council Member Parigian stated a village  
36 needed people and the housing kept shrinking. He supported four story buildings to  
37 accommodate more units. He supported Option A. He didn't know a splash pad was  
38 needed since there could be one be at City Park. Council Member Toly liked having the  
39 splash pad on the village green. She asked if the arts center could be closer to the  
40 amphitheater. Swisher stated they could look at that as they refined the design. Council  
41 Member Toly suggested giving two options at the open house. Swisher stated questions  
42 for the open house could include: Do you want all three-story buildings or a mix of three  
43 and four stories?". Brint asserted a fourth story didn't give much more housing since the  
44 fourth story had to be stepped back, and that would be very expensive. Rebecca Ward,  
45 Planning Director, stated the step back was required on major rights-of-way.

Mayor Worel opened public input.

Julie Breslin 84060 stated she knew Steve Swisher and he was great to work with. She didn't think the extra parking was necessary and thought minimum parking requirements should be met. She also wanted the current trees to be moved to another location if they were in the way of a building.

Jack Rubin 84060 indicated he spoke with several hundred residents recently and their main concerns were traffic, development, and the Bonanza 5-acres. Many were surprised there would be so many buildings.

Clay Stuard stated it was important to say yes to this project. He liked the eight-building concept better than seven bigger buildings and he liked one level parking. This was not a dense project. He requested new art to replace the Olympic Flame. He suggested the commercial space should be more modern mountain looking instead of cottage looking. He also submitted the following eComments: "I'm going to summary my public comments from this afternoon's meeting. I've spent years opposing other development concepts for the 5 acre parcel that were more dense because they would have greatly worsened traffic at the intersection of Bonanza and Kearns, or blocked views with 4-5 story buildings, and other assorted reasons. The current Brinshore concept plan appears to contain about 170,000 sqft of building area, on a site that contains 225,000 sqft of surface area. That is a Floor Area Ratio (FAR) of approximately .75, which is much less dense than previous proposals that have ranged from 1 to 1.5 FAR. I do not support all 4 story buildings in order to increase the number of apartments or bedrooms. I point out that the 100+/- apartments in the current proposal contain ~220 bedrooms and that number of bedrooms is a better way to compare this project with the 80 micro-units that were in the Arts and Cultural design. The Brinshore concept plan delivers MUCH more housing than the Arts and Cultural design. And there will be other sites developed in the future of the 70 acre BOPA, which will provide even more housing. While the Brinshore concept plan is not perfect (yet) it is improving and I think it is important to say "YES" to something, sooner or later. I have the following suggestions for the design process going forward: - The 8 building concept will result in much better compatibility amongst all of the buildings. The two largest buildings in the 7 building concept will be very noticeably larger in scale and mass than the other 5 buildings. By splitting the two largest building into three buildings, design cohesiveness will be greatly improved and avoid the "monolithic" appearance that nobody wants to see. - Architectural styling should lean to "mountain modern" and "contemporary" rather than gabled roofs and "faux mountain village" which the current proposal features. I mentioned this to David and he said that was "music to his ears" as Brinshore and their architects would also prefer a cleaner roofline and more commercial looking facades like many of the nicer custom homes and newer commercial developments that are being built in the area. -Only one level of parking should be considered as the entry and exit movements of an additional ~270 cars from the parking structure on to Kearns/Bonanza intersection will be horrific. -Please delete and relocate the existing "Olympic Flame" sculpture from the project and replace it with a new art/sculpture



feature that is more substantial, compatible with the more mountain modern/  
contemporary (I hope) Brinshore project architecture and of higher quality. There should  
be a small number (20-30 spaces) of surface parking spaces accessible from Munchkin  
Road for short term parking that can support the leasing office and quick stops by PC  
residents that want to make transactions with the commercial shops, visit an artist shop,  
pick up a child from the pre-school or other community space within the project, etc. I  
personally will never park in the underground parking lot, and will most often ride my  
bike from Park Meadows to this project...but only in the summer. Older PC residents will  
also appreciate the surface parking spaces. I look forward to the upcoming design  
development stage of the project to see further enhancements to the "village green"  
which I believe should have more hardscape and be further differentiated, instead of  
one large, plain area of natural grass. Designing sperate spaces with the "village  
green", some for enjoying music in a lawn chair near the "stage" and others for standing  
or sitting in an interesting hardscape of benches/tables and trellises while listening to  
music and chatting with friends (think "compass concrete area in Newpark" or the  
"square at Studio Crossing" or ) will make the "village green" more interesting and avoid  
the feeling of being in "someone's back yard." "I still prefer an alternative development  
concept that utilizes a combination of surface parking combined with an ABOVE  
GRADE parking structure in the SW corner of the property, with affordable housing units  
on top of the parking structure and massed around the East and North perimeters of the  
parking structure, plus an assortment of other buildings (with affordable housing on  
levels 2 and 3), community gathering spaces, restaurants, art studios, music venues,  
local retail shop space, performance space and such. The excavation for the proposed  
350 space underground garage will be HUGE and EXPENSIVE. I cannot think of  
anything comparable in Park City. And this underground excavation increases the risk  
of environmental issues, water intrusion, and willingness of the general public to utilize  
the non-residential portions of the project as fully as they would if surface or above  
grade parking were available. Of course, this alternative concept will reduce the FAR on  
the site, but I think nearly the same number of affordable housing units could be  
created. This alternative concept will dramatically reduce the amount of City subsidy  
required."

Kathy Hunter 84060 thought the community would want to have more information on the  
need for affordable housing. She hoped to see renderings from Bonanza and Kearns so  
she could see the mountains from there. She was also concerned about the traffic and  
wanted to hear about mitigations.

Anna Nizhoni 84098 thanked the Arts Council and she hoped they would have a place  
in this project. She stated art spaces would have ripple effects on the community, and  
she shared her story with art and how it changed her life.

Kevin Reynolds 84098 encouraged first floor housing as part of the design. He thought  
some pop-up shops would hit the mark. A lot of people came to the City to buy  
affordable art. He supported art maker spaces too.

1 Mitch Bedke enjoyed the presentation. He indicated the community wanted a  
2 community gathering space that was activated by art.

3  
4 Kendall Kelley 84055 felt housing was a major and pivotal thing the community was  
5 facing. This project addressed two of the most important issues. She thought housing  
6 should be prioritized. She stated there didn't need to be a lot of retail since they could  
7 be found elsewhere.

8  
9 Jocelyn Scudder 84060, Arts Council Executive Director, stated they were working on  
10 their Arts Master Plan. There was a lot of support for a multi-disciplinary space and  
11 maker spaces, and she supported the overall vision for this project.

12  
13 Heather Stamenov eComment: "I'm a Park City resident, local artist, and someone who  
14 has personally benefited from the creative spaces supported by the Arts Council. From  
15 what I'm hearing today, there's a lot to consider when it comes to a community art  
16 space—and it's clear that people want to get it right. Jocelyn Scudder and her team are  
17 an incredible resource. What they've built at Create PC truly works: it supports local  
18 artists, generates revenue for them, and strengthens Park City's cultural life. It's a clear  
19 example of a model that's already successful and deeply impactful. I'm confident the  
20 Arts and Culture Master Plan can provide valuable guidance on what a community art  
21 space should look like in this Bonanza 5 Acre Plan and how it can best serve the  
22 community."

23  
24 Mayor Worel closed public input.

25  
26 **III. ADJOURNMENT**

27  
28 With no further business, the meeting was adjourned.

29  
30  
31  
\_\_\_\_\_  
Michelle Kellogg, City Recorder



**PARK CITY COUNCIL MEETING MINUTES - DRAFT**

**445 MARSAC AVENUE  
PARK CITY, UTAH 84060**

**October 16, 2025**

The Council of Park City, Summit County, Utah, met in open meeting on October 16, 2025, at 2:15 p.m. in the Council Chambers.

Council Member Toly moved to close the meeting to discuss property and advice of counsel at 2:17 p.m. Council Member Ciraco seconded the motion.

**RESULT: APPROVED**

**AYES:** Council Members Ciraco, Dickey, Rubell, and Toly

**EXCUSED:** Council Member Parigian

Council Member Parigian arrived at 2:24 p.m.

**CLOSED SESSION**

Council Member Ciraco moved to adjourn from Closed Meeting at 3:26 p.m. Council Member Toly seconded the motion.

**RESULT: APPROVED**

**AYES:** Council Members Ciraco, Dickey, Parigian, Rubell, and Toly

**WORK SESSION**

**Discuss Water Fund Revenue Outlook:**

Jessica Morgan, Budget Analyst, presented this item and indicated there was a \$2.4 million revenue shortage due to the modified rates for single-family and irrigation customers. The Water Department reduced their budget by \$1.1 million by eliminating staff positions and delaying capital replacements. They were going to wait until the end of the fiscal year to see the actual deficit, but Morgan indicated the projected \$1.3 million deficit would be an issue every year. She reviewed the requirements for enterprise funds and stated the Water Fund had to remain an enterprise fund. Some options for addressing the deficit included eliminating the phased-in approach to municipal department water charges and instead charge the full rate immediately, which would bring in \$1,031,717 to the Water Fund.

1 Morgan stated some additional strategies to consider included the administrative  
2 interfund transfer (IFT) from the Water Fund to cover overhead and services from other  
3 municipal departments such as the Attorney's Office, Building Maintenance, Human  
4 Resources, IT, and Finance. The City had the flexibility to fund Water capital projects  
5 using General Fund monies or other non-enterprise sources. Morgan also stated they  
6 could reassess water impact fees. She also noted there could be a one-time transfer to  
7 the Water Fund from the General Fund or they could make a short-term internal loan.  
8 They would look more closely at the actual deficit in the spring before they decided on a  
9 specific strategy and amount.

10  
11 Council Member Ciraco indicated the expense structure increased with the construction  
12 of the new water facility and he suggested making a General Fund transfer for previous  
13 years of municipal department water usage. Mindy Finlinson, Finance Director, stated  
14 those years were closed out as far as accounting so a transfer couldn't be tied to  
15 previous years, but there could be a one-time infusion from the General Fund. Council  
16 Member Ciraco asked them to see what that figure would be. Mayor Pro Tem Rubell  
17 asked them to look at a capital offset for the mine-impacted water. Finlinson stated a lot  
18 of the operational costs were closed out and explained funds could be transferred but it  
19 would be in the form of a subsidy. Mayor Pro Tem Rubell asked if they could pursue  
20 that analysis with previous Council direction. McAfee stated for the benchmarking  
21 study, they asked for all the mining-related costs as well as the costs for importing  
22 water. Finlinson indicated at the end of the fiscal year they would come back with those  
23 numbers and the actual deficit and then ask the Council to approve a subsidy.

24  
25 Council Member Ciraco stated the departments didn't get impact fees when the City  
26 waived those for nonprofit projects, and he asked that the Council consider setting  
27 money aside to compensate for the loss of impact fees. Council Member Parigian  
28 indicated the actual deficit wasn't known at this point, to which McAfee affirmed.  
29 Council Member Parigian asked about the IFT, to which Penny Frates, Acting Budget  
30 Director, stated it hadn't been updated in a while, but they were working on that.  
31 McAfee also noted that extra revenue could come in for leasing water to Deer Valley.

32  
33 Council Member Toly referred to the impact fees and asked if the Water Department  
34 budgeted an annual number, to which McAfee stated he budgeted \$1 million annually.  
35 Council Members Toly and Ciraco supported implementing the full water rate from  
36 municipal departments. McAfee stated it wouldn't solve the long-term problem, but it  
37 would help. Council Member Parigian asked if there would be a budget adjustment if the  
38 General Fund paid the full water rates for the municipal departments, to which Frates  
39 stated they would amend the budget at the end of the fiscal year. Council Member  
40 Parigian preferred having a General Fund subsidy and leaving the phased-in municipal  
41 water rates as planned. McAfee clarified that when impact fees were waived, the water  
42 rate payers made up the difference. Mayor Pro Tem Rubell summarized several  
43 strategies to make the Water Fund whole were discussed and stated the only question  
44 the Budget team needed answered was if the municipal departments should pay the full  
45 water rate this year. Frates confirmed the Golf Department had the budget to pay the

1 full water rate. Mayor Pro Tem Rubell, and Council Members Ciraco, and Toly  
2 supported the full water rate payment. Council Member Dickey was excused at 4:25  
3 p.m.

4  
5 **Discuss Proposed Code for Waste and Recycling Requirements for Park City**  
6 **Businesses and Waste Haulers:**

7 Luke Cartin and Celia Peterson, Environmental Sustainability, presented this item.  
8 Cartin stated the proposed code amendments would address commercial waste. He  
9 noted the press release yesterday regarding a new site for Recycle Utah and thanked  
10 those who helped with this partnership. Cartin reviewed the breakdown of what went  
11 into the landfill in 2016. He indicated the commercial businesses were not set up for  
12 waste removal in the same way as residential in that commercial didn't need a waste  
13 account. The code amendments would help with trash and recycling accountability by  
14 ensuring they had accounts and that recycling was taking place twice a month.  
15 Commercial waste containers would need to be labeled, and annual reporting would be  
16 required.

17  
18 Council Member Dickey rejoined the meeting at 4:36

19  
20 Cartin explained they could monitor the businesses through the business licensing  
21 process or through a business HOA. There would be modified versions of requirements  
22 for businesses wanting to self-haul their recyclables.

23  
24 Council Member Toly asked if discussing zero food waste with restaurants could be  
25 implemented. Cartin stated he wanted the code amendments to ensure businesses had  
26 waste accounts and then they could educate them, but it wouldn't be required. Council  
27 Member Toly asked if there was a problem with businesses putting their trash in  
28 residential bins, to which Cartin affirmed. Council Member Toly asked if the code  
29 amendments would apply to the nightly rentals. Cartin didn't have an answer at this time  
30 since the makeup of those was varied. His goal was to capture 80%, and then they  
31 would look at capturing the rest.

32  
33 Mayor Pro Tem Rubell was excused at 4:45

34  
35 Council Member Parigian asked how this was different than what was currently being  
36 done. Cartin explained businesses would have to have an active trash and recycling  
37 account. If the business wanted to self-haul, they would have to qualify to be a self-  
38 hauler. Council Member Parigian asked how many haulers were in the area, to which  
39 Cartin stated there were 10-12 haulers.

40  
41 Mayor Pro Tem Rubell returned at 4:53

42  
43 Council Member Dickey asked what the purpose would be of having authorized haulers.  
44 Peterson stated having authorized haulers would ensure that haulers weren't dumping  
45 the recyclables in the landfill. Council Member Parigian pointed out that this wouldn't

1 ensure that businesses would use the service. Cartin felt requiring the accounts would  
2 end businesses using unauthorized shared service, but he agreed there was no  
3 enforcement language for using the containers. Council Member Ciraco asked if this  
4 would be renewed with the annual business license process to which Cartin affirmed.

5  
6 Cartin asked if the Council supported an exemption for small/home-based businesses,  
7 such as requiring a 95-gallon bin weekly. Council Member Parigian did not support an  
8 exemption. Council Member Toly agreed and stated if there was a problem then it could  
9 come back to Council. Council Member Ciraco thought an exemption on some level  
10 would make sense and he didn't want to put an unnecessary burden on small  
11 businesses. Council Member Dickey supported Cartin's recommendation of having a  
12 95-gallon bin per week. Council Member Ciraco noted home businesses already had  
13 waste and recycling accounts. Mayor Pro Tem Rubell agreed there should be  
14 allowances for these small/home businesses.

15  
16 Cartin stated the current draft ordinance stated businesses had to have both waste and  
17 recycling accounts. He asked if the Council favored Council Member Parigian's  
18 additional language to require usage with those accounts. Council Member Dickey  
19 wanted to start with the proposed language and noted they could put in enforcement  
20 language later, if needed. Council Member Ciraco indicated that Cartin could bring back  
21 data once they got these amendments going. Cartin stated business licensing renewals  
22 were in October and he wanted to implement this October 2026, to which the Council  
23 agreed to this timeline.

24  
25 Council Member Toly requested more information on green waste programs whenever  
26 Cartin returned with updates, to which the Council agreed. Council Member Dickey  
27 referred to the waste generator requirements and stated he wanted the language to be  
28 simple. Cartin stated they could make sure the submittal was straightforward and they  
29 could provide recyclable education annually.

## 30 31 REGULAR MEETING

### 32 33 I. ROLL CALL

Attendee Name	Status
Mayor Pro Tem Jeremy Rubell Council Member Bill Ciraco Council Member Ryan Dickey Council Member Ed Parigian Council Member Tana Toly Jodi Emery, Acting City Manager Margaret Plane, City Attorney Michelle Kellogg, City Recorder	Present
Mayor Nann Worel	Excused



II. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Questions and Comments:

No comments were given from Council or staff.

Staff Communications Reports:

1. July 2025 Sales Tax Report:

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

Mayor Pro Tem Rubell opened the meeting for any who wished to speak or submit comments on items not on the agenda.

Brian Buck, Friends of Ski Mountain Mining, read a statement from Don Roll expressing gratitude for the funds to restore the Thaynes Mine.

Katherine Campbell 84060, indicated that the City put a trail next to their driveway in July. Since that time, there had been off-leash dogs on the driveway and on the deck, children behind the garage, and dogs pooping on the driveway, and she was working with attorneys to resolve this. One solution she suggested was ignored. She feared there would be injuries from sledding down the hill next to her driveway and she would not be responsible for them. She asked for help to get this solved.

Matt Chasney, Kings Crown HOA President, stated there were problems with this affordable housing project. The City didn't hold the developer accountable for poor construction. He asked the Council to provide drawings to their building, perform and review the change order process, and provide a third-party inspection to ensure the development was safe and met code. He asked the Council to stop pushing affordable housing until it resolved known issues affecting residents in existing affordable housing in the City.

Ivonne Timar, Kings Crown resident, reviewed the City allowed additional market rate housing at the development and there were problems that included a shortage of parking for extra vehicles. She felt if on-street parking was allowed, that would be a big help.

Laura England 84060 Kings Crown resident, agreed there was a parking problem with these units. She knew the City was contemplating parking permits and she asked that parking here be looked at.

Mayor Pro Tem Rubell closed the public input portion of the meeting.

Mayor Pro Tem Rubell stated the Housing team would be returning to a future Council meeting to address problems from residents. Sara Wineman, Housing Project Manager, stated they didn't have a presentation yet, but they had an RSOQ out for a consultant to help assess the problems.

#### IV. CONSIDERATION OF MINUTES

##### 1. Consideration to Approve the City Council Meeting Minutes from September 24, 2025:

Council Member Dickey moved to approve the City Council meeting minutes from September 24, 2025. Council Member Ciraco seconded the motion.

**RESULT: APPROVED**

**AYES:** Council Members Ciraco, Dickey, Parigian, Rubell, and Toly

#### V. CONSENT AGENDA

##### 1. Request to Authorize the City Manager to Execute a Professional Services Agreement with Park City Historical Society and Museum, dba Park City Museum, in a Form Approved by the City Attorney's Office, for Historical Services, Not to Exceed \$116,812 for Four Years:

##### 2. Request to Authorize the City Manager to Execute a Professional Services Agreement with Park City Historical Society and Museum, dba Friends of Ski Mountain Mining History, in a Form Approved by the City Attorney's Office, for Historic Restoration of the Thaynes Mine Complex, Not to Exceed \$200,000:

##### 3. Request to Authorize the City Manager to Execute a Construction Agreement with Woodward Co., Not to Exceed \$194,000, in a Form Approved by the City Attorney's Office, to Expand the Park City Police Department Parking Lot:

##### 4. Request to Authorize the Recreation Advisory Board to Recommend New Name Options for the Park City Community Center Consistent with the Administrative Policy for Naming of Public Areas:

Council Member Parigian moved to remove Consent Agenda Item Four for further discussion. Council Member Toly seconded the motion.

**RESULT: APPROVED**

**AYES:** Council Members Ciraco, Dickey, Parigian, Rubell, and Toly

Council Member Toly moved to approve Consent Agenda Items One, Two, and Three. Council Member Ciraco seconded the motion.



**RESULT: APPROVED**

**AYES:** Council Members Ciraco, Dickey, Parigian, Rubell, and Toly

**4. Request to Authorize the Recreation Advisory Board to Recommend New Name Options for the Park City Community Center Consistent with the Administrative Policy for Naming of Public Areas:**

Council Member Parigian asked Jessica Moran, Recreation Manager, if this was an opportunity for community members to send in suggested names. Moran indicated that people could send their suggestions to her. Council Member Parigian felt this was a great chance to take ownership of the community center.

Council Member Dickey moved to authorize the Recreation Advisory Board to recommend new name options for the Park City Community Center consistent with the administrative policy for naming of public areas. Council Member Parigian seconded the motion.

**RESULT: APPROVED**

**AYES:** Council Members Ciraco, Dickey, Parigian, Rubell, and Toly

**VI. OLD BUSINESS**

**1. Consideration of the Public Benefits Analysis for the Appropriation of Additional Funds in the Amount of \$754,497 towards the EngineHouse Affordable Housing Project; and Consideration to Approve the Appropriation:**

Ryan Blair, Property and Environmental Regulatory Manager, and Rory Murphy and Ryan Davis, JFisher Development, were present for this item. Blair reviewed the need for a public benefits analysis and indicated the factors that were considered included what the identified benefit was and what the City's purpose for appropriation was.

Blair stated there were 99-deed restricted affordable housing units, adjacent public transit, and open space in the development. The developer offered to set aside three market rate units for City employee use. Blair reviewed the financial audit and stated the City could fund this request from the soils remediation account or the Housing Program's public private partnership funding source.

Davis clarified the environmental cost was less than 50% of the total cost since the County refunded 50%. He explained the details of the three units being set aside for City employees.

Council Member Ciraco asked if the construction staging area was leased to the developer, to which Blair stated there was an agreement, but it was not leased. Council Member Dickey asked if the costs were unforeseen at the signing of the lease agreement. Murphy indicated the agreement stated the City would cover soil remediation. The County originally said they would take the soil for free but when they

1 saw it, they charged a dump fee. Council Member Dickey clarified that there was a fee  
2 even though it was clean soil. Blair stated the soil tested clean, but the ordinance didn't  
3 allow for offsite reuse of the material, so they had to take it to a disposal facility.  
4

5 Council Member Toly asked what the average market rate rent was for the units, to  
6 which Davis stated \$2,500-\$3,900 depending on the unit size. Council Member Toly  
7 asked what the City's total cost of the project was, including this soil dumping  
8 reimbursement. Blair indicated the City subsidy for each affordable unit was \$93,579.  
9 Murphy noted the interest list for this development was over 500 people.  
10

11 Council Member Dickey asked if there were employees on the waitlist today for these  
12 units. Stauffer indicated a survey was distributed to City employees and 50 responded  
13 that they wanted to live in the City limits. Mayor Pro Tem Rubell asked if that subsidy  
14 included the fee waivers, to which Blair affirmed. He noted it did not include a waterline  
15 project since that served more than just this project. Mayor Pro Tem Rubell asked if the  
16 terms for the three units were negotiable to which Davis affirmed. Davis indicated that  
17 IHC had reserved nine units for their employees.  
18

19 Mayor Pro Tem Rubell opened the public hearing.  
20

21 Jason Glidden, Mountainlands Community Housing Trust Executive Director, stated he  
22 had experience with this project and indicated the original soils remediation budget was  
23 \$7 million and they came in much lower than that. He also stated the City subsidy was  
24 within the range budgeted. He asserted the City should be a good partner and  
25 reimburse JFisher.  
26

27 Mayor Pro Tem Rubell closed the public hearing.  
28

29 Council Member Parigian asked for clarification on the soils ordinance, to which Blair  
30 indicated there was a requirement to dispose of contaminated soils. He noted the code  
31 was amended after the cost was incurred. Council Member Parigian supported  
32 refunding the amount. Council Member Toly referred to the three units, and stated her  
33 intent was to have a financial benefit to the City or employees. She thought the rent was  
34 high for employees. Wineman stated she got data on market rate rents in the County  
35 and these rents aligned with the median and average rents in the county.  
36

37 Council Member Dickey asked what they would have done with the soil if the new  
38 ordinance was in effect, to which Murphy stated they had a site to dump it for free and  
39 they would only have had to pay for the transportation cost.  
40

41 Council Member Ciraco asked if Kings Crown was in the soil boundary to which Murphy  
42 stated it was not. Council Member Dickey stated the agreement was that the City would  
43 provide a clean site. He felt there was value in the three units, but it was soft. He  
44 wanted to work with Murphy to make him somewhat whole. Council Member Parigian  
45 asked that the top floor be painted sky blue. Council Member Toly asked Murphy to

work with staff to get to a good place and then come back with some ideas. Council Member Dickey asked if there was an impact on the developer with the market rate units. Davis stated there was no financial impact, but there would be fewer units for the public to rent.

Margaret Plane, City Attorney, stated the motion to continue should include a date certain and if the public hearing would remain open or be closed. She suggested that Council liaisons work with staff and the developer. Rhoda Stauffer, Housing Specialist, didn't recommend a master lease since the City would have to pay the rent even if there wasn't an employee in the unit. Murphy noted to paint the top floor would be \$33,000, and he could discuss that with the liaison.

Council Member Dickey moved to continue the public benefits analysis for the appropriation of additional funds in the amount of \$754,497 towards the EngineHouse Affordable Housing Project; and the consideration to approve the appropriation to November 6, with the option of reserving six City employee units with an adjustment on the terms and continue the public hearing. Council Member Ciraco seconded the motion.

Mayor Pro Tem Rubell asked to see the financial value when this item returns and the pricing of market rate to 85%-90% of the numbers and ensure that the price would stay in that range.

**RESULT: CONTINUED TO NOVEMBER 6, 2025**

**AYES:** Council Members Ciraco, Dickey, Parigian, Rubell, and Toly

**2. Golf Consultant Analysis Presented by True Club Solutions:**

Ryan Stemsrud, Brian Hampson, TCS, were present for this item. Stemsrud reviewed the strengths, challenges, opportunities, risks (SCOR) card. Strengths: great location, friendly staff, higher than average participation, demand was higher and fees were below market pricing. Challenges: deferred capital expenses were mounting and those needed to be covered, the course would now have to pay for water, wages were higher than normal, and the infrastructure needed to be updated. Opportunities: educate golfers on the need to increase fees, eliminate season passes and increase the price of punch passes, create restrictions on employee play, lower comp rounds and replace those with paying guests, extend booking revenue for non-residents, and reimagine the course architecture since so much work was needed. Risks: the City could miss out on the high demand, fees were not adequately increased to cover the capital project, without significant renovations maintenance would be difficult, irrigation disrupts the visual appeal of the course, and there were many weeds and thin turf which would lead to poor playing conditions.

Hampson gave an agronomy overview. He suggested reserving an early morning for maintenance. The soil testing should be done by an independent source instead of the

1 fertilizer representative and there should be regular weed control. He explained cultural  
2 practices were minimal which affected the greens, tees, and fairways.

3  
4 Hampson felt the Golf Department was short staffed and he recommended a full-time  
5 irrigator, a spray tech, and a mechanic. He stated repairs were made at Public Works  
6 and that was inefficient. The recommended capital needs included: tee leveling and  
7 resurfacing, fairway contouring and drainage including regressing, full bunker  
8 renovation, green and green complex renovation, cart path improvements, a full  
9 irrigation replacement, and an equipment lift. These improvements were estimated to  
10 cost a total of \$6,709,000.

11  
12 Hampson stated some liabilities included the road crossings, foot bridge handrails, fuel  
13 tanks, irrigation pump access, and green waste hauling. Stemsrud displayed a pro  
14 forma through 2030 and explained their projections.

15  
16 Mayor Pro Tem Rubell asked if Council wanted to prioritize local play at local rates, and  
17 if Council was interested in looking into capital investment. Council Member Toly stated  
18 the irrigation system replacement was priced at \$2.6 million but other estimates the City  
19 received were much higher. Hampson stated companies tended to over offer and he felt  
20 good with his number. Council Member Toly wanted to keep the local play and local  
21 rates. Council Member Parigian stated there were no surprises with this report, but he  
22 didn't want to pay a lot for it. He felt the biggest issue was the inconsistent surface and  
23 thought the weeds needed work. He supported concentrating on the things that could  
24 be fixed.

25  
26 Council Member Dickey asked what was different from maintaining the course to  
27 needing capital improvements. Hampson stated the comments in the report were about  
28 the quality of the turfgrass. High-level maintenance would keep it in good condition but if  
29 the high-level maintenance wasn't there, the grass would degrade significantly. There  
30 was only so much that staff could do to the surfaces, infrastructure, and those systems  
31 based on their current condition. Doing improvements yourself would require deliberate  
32 upkeep throughout the entire organization. Council Member Dickey wanted to read the  
33 report to see what could be done internally. He thought affordable golf was key as a  
34 municipal course, but at the same time there was a funding conversation, so  
35 understanding the range of funding options would be important.

36  
37 Council Member Ciraco asked if this course was a profitable operation to which  
38 Hampson affirmed. Council Member Ciraco asked if the course would continue to be  
39 profitable if capital improvements were made, to which Hampson affirmed and stated  
40 the capital improvements would restore the course to its original quality, but it wouldn't  
41 be a top-tier course. Stemsrud indicated it was hard to charge \$125 for golf when it  
42 looked this way. Hampson noted greens were important and the work around for  
43 municipal golf courses was not to overcomplicate the rest of the course. He felt they  
44 could find the right mix. Council Member Ciraco asked if a new irrigation system would  
45 reduce the water need, to which Hampson stated it probably would use the same

1 quantity of water, but he hoped there would be a more even distribution of water.  
2 Council Member Ciraco noted the proforma suggested an average fee of \$65 and  
3 stated there was still room to offer a lower fee for locals.  
4

5 Mayor Pro Tem Rubell summarized there was Council support to prioritize local  
6 residents. Regarding the capital investment, this was needed to maintain the course. He  
7 supported looking for ways to fund the improvements. Council Member Ciraco reviewed  
8 the Council approved replacing the pools at the MARC, so he felt improving the golf  
9 course was justified, especially since the improvements had been put off for decades.  
10 The Council asked staff to prioritize the investments.  
11

12 **3. Consideration to Adopt Resolution 21-2025, a Resolution Amending the Fee**  
13 **Schedule:**

14 Hans Jasperson, Budget Analyst, presented this item and stated the amendment was a  
15 result of an independent cost of service study. He reviewed that the fees were the same  
16 as discussed in the August 26<sup>th</sup> meeting. The last fee study was done in 2010, and at  
17 that time, the fees were phased in. Since then, incremental adjustments had been  
18 made.  
19

20 Jasperson indicated the Planning Department fee changes would be phased in over  
21 three years. The exceptions to that were the appeals fees and the historic design review  
22 fees. The Building Department fees would be reduced due to the increase in  
23 construction values. Fees would be divided into single-family, multi-family and  
24 commercial. The Engineering Department fee changes would include an update to the  
25 hourly rate and moderate fee increases for permits and encroachment agreements.  
26 There would also be a fee for bonding on right-of-way work.  
27

28 Mayor Pro Tem Rubell opened the public hearing. No comments were given. Mayor Pro  
29 Tem Rubell closed the public hearing.  
30

31 Council Member Ciraco moved to adopt Resolution 21-2025, a resolution amending the  
32 Fee Schedule. Council Member Parigian seconded the motion.

33 **RESULT: APPROVED**

34 **AYES:** Council Members Ciraco, Dickey, Parigian, Rubell, and Toly

35  
36 **VII. ADJOURNMENT**  
37

38 With no further business, the meeting was adjourned.  
39  
40  
41

Michelle Kellogg, City Recorder



**PARK CITY COUNCIL MEETING MINUTES - DRAFT**

**445 MARSAC AVENUE  
PARK CITY, UTAH 84060**

**October 23, 2025**

The Council of Park City, Summit County, Utah, met in open meeting on October 23, 2025, at 3:00 p.m. in the Council Chambers.

Council Member Toly moved to close the meeting to discuss property and advice of counsel at 3:03 p.m. Council Member Parigian seconded the motion.

**RESULT: APPROVED**

**AYES:** Council Members Parigian, Rubell, and Toly

**EXCUSED:** Council Members Ciraco and Dickey

Council Member Ciraco arrived at 3:04 p.m. and Council Member Dickey arrived at 3:12 p.m.

**CLOSED SESSION**

Council Member Dickey moved to adjourn from Closed Meeting at 4:28 p.m. Council Member Ciraco seconded the motion.

**RESULT: APPROVED**

**AYES:** Council Members Ciraco, Dickey, Parigian, Rubell, and Toly

**WORK SESSION**

**2025 Kimball Arts Festival Debrief:**

Chris Phinney and Aaron Archie, Special Events, and Aldy Milliken and Hillary Gilson, Kimball Arts Center (KAC), presented this item. Phinney acknowledged all the City teams who worked to make the event a success and stated he had no noise complaints. Gilson stated this was the 56<sup>th</sup> festival. There was a 10% drop in attendance and she gave several reasons for that drop. They received 1,108 applications from artists and 184 artists were selected. She related that the revenue from the event increased over last year and there were direct and indirect financial impacts. This showed that their targeted marketing brought motivated art buyers to the festival. They looked forward to the festival next year.



1 Milliken thanked the Council and staff for the activation needed to make the event  
2 successful and he hoped the collaboration would continue. Council Member Dickey  
3 indicated this was a great event. Council Member Ciraco stated artist sales were \$2.2  
4 million and he asked how KAC got their revenue. Gilson stated their revenue came from  
5 ticket sales, event sponsorships, and rented booth space. Council Member Ciraco  
6 stated he spoke with some of the artists and the artists asserted it had been a great  
7 weekend for sales. He asked if Phinney could bring back data on the festival weekend  
8 revenue versus a normal weekend on Main Street with no event. Milliken felt that would  
9 be hard information to gather, but he recommended looking at Main Street businesses  
10 and learning how the event helped them. Council Member Toly stated that the Historic  
11 Park City Alliance (HPCA) had done this before, but the businesses had to opt in.  
12 Council Member Ciraco indicated he was fine if they pulled tax receipts.

13  
14 Mayor Pro Tem Rubell reviewed the City contributed a net public subsidy of \$75,000  
15 and addressed the dining decks on Main Street. He asked for feedback regarding the  
16 Bonanza 5-Acre site. Milliken stated they were following the process and supported the  
17 arts sector. Mayor Worel really liked the festival weekend. As she looked at the  
18 numbers, she saw a dip in recycling and asked how they could improve that. Gilson  
19 stated they had better results when they had qualified green team volunteers. Also,  
20 increased signage and different containers would help increase those numbers.

#### 21 22 **Park City Senior Citizens' Annual Report:**

23 Elizabeth Novak, Senior Citizens' Board Member, and Trason Dixon, Senior Citizens  
24 Executive Director, presented this item. Novak indicated membership had increased  
25 dramatically since 2022 and the current membership was 657, of which 272 members  
26 lived in the Park City limits. Dixon reviewed the programs and services offered to  
27 members. He stated they were becoming limited in time and space, and they wouldn't  
28 be able to keep adding program items indefinitely. He asserted the biggest offering was  
29 a sense of community. He also noted the many partnerships the senior center had with  
30 other organizations. He was excited to see the growth and participation of the seniors.

31  
32 Novak stated one reason the programs had been increasing was because Dixon was  
33 the executive director. She thanked the Council for the financial support to ensure the  
34 center was vibrant. Novak stated a new senior center was needed and they requested a  
35 15,000 square foot facility. They also requested an increase in operations, including  
36 lunch being served four days per week, an increase in activities and outings, and having  
37 full-time staff.

38  
39 Mayor Pro Tem Rubell felt there were good things happening at the center. Council  
40 Member Parigian stated he loved the seniors. Council Member Toly appreciated  
41 working with the seniors. Council Member Ciraco noted the City and county residents  
42 served by the center and stated those members in the City limits were also considered  
43 part of the county. Council Member Dickey was impressed with the numbers. He asked  
44 if lunch seating for 50 members was the maximum for that space. Dixon stated they had  
45 seating for 56 but they could put additional tables up to accommodate more people.

Mayor Pro Tem Rubell referred to the grant for the executive director, and stated the reason for the short grant period was that they wanted to operationalize the service in a future budget. He asked if the Council was supportive of operationalizing the executive director position. Novak stated the position was funded through 2026, and they would love it if the City could operationalize it. Council Member Dickey recalled there was discussion on getting help paying for the position over a period of three years. Council Member Ciraco didn't want there to be a gap between the City's funding cycle and the end of the grant. He stated there were three partners and they could work together to fund the position. It was indicated they would bring this back at a future meeting. Mayor Worel was amazed at the growth the senior center had over the past three years.

## REGULAR MEETING

### I. ROLL CALL

Attendee Name	Status
Mayor Nann Worel (via Zoom) Mayor Pro Tem Jeremy Rubell Council Member Bill Ciraco Council Member Ryan Dickey Council Member Ed Parigian Council Member Tana Toly Heather Sneddon, Deputy City Manager Margaret Plane, City Attorney Michelle Kellogg, City Recorder	Present
None	Excused

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

#### Council Questions and Comments:

Council Member Ciraco acknowledged the Public Works Department as they addressed erosion concerns in his neighborhood. Mayor Pro Tem Rubell referred to the federal government shutdown and the lack of food security, he wondered what the City could do to bridge the gap. Mayor Worel stated she talked with Joel Zarrow with the Community Foundation and he was checking with other nonprofits regarding the need in the community. Mayor Pro Tem Rubell asked if they were working with those who were in the SNAP program and if they could help them since they wouldn't get funding. Council Member Ciraco suggested talking with the Christian Center since they ran the food pantry. Council Member Toly asserted the Council had emergency funds if those needed to be used.

Mayor Pro Tem Rubell attended the Park City Museum's Dungeon party and he hoped to see the community for the Howl-o-Ween party on Main Street next week.



**Staff Communications Reports:**

**1. Transportation Grants Staff Report:**

**2. Bus Rapid Transit Project Update:**

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

Mayor Pro Tem Rubell opened the meeting for any who wished to speak or submit comments on items not on the agenda.

Sue Gould 84060 read the following prepared statement: “I’m here on behalf of Keep Clark Ranch Wild. The issues I want to raise tonight all relate to process. I understand we’re not to address individual councilmembers, and likewise, councilmembers should not communicate with us about active applications. Since Councilmember Toly emailed many of us about Clark Ranch, I’d like to address her claims publicly so everything remains part of the record. There continues to be insistence that COSAC unanimously recommended affordable housing at Clark Ranch. The minutes show that is not true. The same is true for claims that prior mayors and councils unanimously supported housing there—again, not supported by the record. We have reviewed the 2015–2016 COSAC minutes, the staff report, the purchase agreement, and even the mayor’s email to COSAC after the deal closed. Every document confirms that open space was the intent. COSAC discussions also show urgency in recommending a conservation agreement to protect against future development pressures—pressures that, unfortunately, we are now seeing play out. Those pressures seem to have solidified in 2021 when the city pursued feasibility work focused on affordable housing at Clark Ranch. That RFP is still online, but it’s never mentioned in the official narrative around the project, which raises questions about transparency. We also want to flag a process issue before the Planning Commission. At yesterday’s meeting, the applicant appeared unaware of the 10-acre development limit—something that came directly from council. That signals a breakdown in communication between staff, council, and the applicant. Moreover, the application remains incomplete, lacking key technical reports. We urge council to direct staff not to place applications on the agenda until they meet all requirements and respect known limits like the 10-acre boundary. Finally, when some suggest we are “fear mongering” about future development on open space, I’ll simply note: a conservation easement at Deer Valley didn’t stop the approval of the Pinion Express lift. These protections are only as strong as the people enforcing them. Present-day pressures aside, the facts about Clark Ranch’s open space intent are clear. Council is not obligated to follow the Planning Commission’s recommendation, but out of respect for COSAC, taxpayers, and the values this community holds dear, we ask that you review the written record and correct the official narrative, staff report, and website accordingly.”

1 Deb Rentfrow 84060 indicated she attended the open house for the Bonanza 5-Acre  
2 development. She served on one of the committees and they did not want super-blocks  
3 but instead wanted areas that were bike and pedestrian friendly. The current layout had  
4 200 feet between one entrance and the other. She also advocated for a separation of  
5 bike paths and pedestrian paths because this was an e-bike community. She wanted  
6 people to feel safe as they walked in this area. She discussed this at the open house  
7 and the developer asked her to make this public comment.

8  
9 Erin Bragg eComment: “In 2014, I was the Conservation Director at a local land trust in  
10 Park City and regularly attended Citizens Open Space Advisory Committee (COSAC)  
11 meetings. I had the opportunity to participate in meaningful discussions about the future  
12 of Clark Ranch, 344 acres of land acquired by the City using open space funds and  
13 intended for conservation. I was present for and remember talks about carving out 10  
14 acres from the conservation easement (CE) to accommodate limited public uses. It was  
15 clearly stated that only uses consistent with open space - such as mobility-friendly trails,  
16 trailhead parking, and potentially restrooms - would be considered. Housing, sports  
17 facilities, and other recreational buildings were explicitly excluded. Concerns were  
18 raised about “tying the hands” of a future City Council. Ultimately, the decision to  
19 purchase Clark Ranch with open space funds and place a conservation easement on it  
20 was intentional, meant to expand the “moat” of open space surrounding Park City’s  
21 entrances, protect vital habitat, and honor the area’s agricultural heritage. I am appalled  
22 that, despite COSAC’s recommendation and the City’s stated intention over a decade  
23 ago to place a conservation easement on this land, no such action has been taken. A  
24 CE was proposed, and that binding tool recommendation was adopted, precisely to  
25 prevent situations like this. But if some elected officials remain intent, then they should  
26 refund the Open Space account for the acres they want to carve out - at market value-  
27 by moving money from one account to another, effectively erasing the thoughtful efforts  
28 of volunteers, conservation professionals, and prior elected officials who made pointed  
29 decisions on behalf of the community. This public asset sits unprotected. I strongly urge  
30 the City to place an extremely overdue conservation easement on all of Clark Ranch,  
31 otherwise what’s to stop the 10 acres in question from turning into 20 or 40, or additional  
32 parcels purchased with open space funds seeing their use and zoning changed for  
33 tomorrow’s pressing issue? This dangerous precedent must be avoided to preserve  
34 Clark Ranch as intended for generations to come.”

35  
36 David Kleinman, Frank Furbish, and Park City Racquet Club HOA Board eComment: “I  
37 wanted to share how the 2024–2025 water rate changes worked out for the Racquet  
38 Club. The difference this year has been substantial, and is a perfect example of what  
39 can happen when Council takes the time to fully engage staff on difficult topics. A  
40 special thank you to Jeremy Mayor Pro Tem Rubell for the many months of work he put  
41 into understanding and addressing the inequities in the City’s previous water rate  
42 structure. His persistence, follow-through, and willingness to keep asking hard  
43 questions made a real difference. I also want to recognize the interest and engagement  
44 shown by other Council members throughout this process, which helped ensure the  
45 outcome was fair and effective. The city updated the rate plan between June and July

and issued a \$39,920 credit in September. The result has been a big improvement for our community.

### 2024–2025 Water Cost Summary

Year	Meter Fees	Avg \$/Meter	Water Cost	Total \$	Gallons (1k)	\$/1k Gal	Notes
2024	\$27,460.44	\$915.35	\$111,008.89	\$138,469.33	5,521	\$25.08	
2025	\$14,089.80	\$469.66	\$165,602.65	\$139,772.45	7,132	\$19.60	Credit Adjusted

Even though we used more water this year, our cost per thousand gallons dropped from \$25.08 to \$19.60, a savings of \$5.48 per thousand gallons. That's a major improvement when you're using over 7 million gallons. Our fixed meter fees also dropped from about \$5,540 a month to \$2,100, which gives us meaningful long-term savings. If we can get usage back to 2024 levels under this new structure, we would save over \$30,000 a year. This outcome really underscores how effective it can be when Council and staff work together through complex and sometimes uncomfortable conversations. It is not easy to revisit policy decisions or challenge established practices, but when it happens with focus and good intent, the results benefit both residents and the City. That said, the penalty tier in the current water billing structure still causes significant issues. The council, city manager, and the water department need to address this challenging matter before next summer. We don't know whether the credit was a one-time gesture or a permanent policy change. Without the credit, our water budget would have exceeded its limit. Thank you again for your time, for listening, and for staying engaged in the details."

Mayor Pro Tem Rubell closed the public input portion of the meeting.

## IV. CONSIDERATION OF MINUTES

### 1. Consideration to Approve the City Council Meeting Minutes from September 25, 2025:

Council Member Parigian moved to approve the City Council meeting minutes from September 25, 2025. Council Member Ciraco seconded the motion.

#### **RESULT: APPROVED**

**AYES:** Council Members Ciraco, Dickey, Parigian, Rubell, and Toly

## V. CONSENT AGENDA

### 1. Request to Approve Resolution No. 22-2025, a Resolution Declaring November 1, 2025, as "Extra Mile Day" in Park City, Utah:

### 2. Request to Approve Resolution No. 23-2025, a Resolution Declaring November 2025, as Alzheimer's Awareness Month in Park City, Utah:

**3. Request to Authorize the City Manager to Execute a Contract Amendment with Berry, Dunn, McNeil & Parker, LLC Not to Exceed \$157,500, for a Total Contract Value Not to Exceed of \$222,950, in a Form Approved by the City Attorney's Office, to Provide Additional Implementation Support for the Tyler Technologies Enterprise Permitting & Licensing System:**

Council Member Dickey moved to approve the Consent Agenda. Council Member Ciraco seconded the motion.

**RESULT: APPROVED**

**AYES:** Council Members Ciraco, Dickey, Parigian, Rubell, and Toly

**VI. OLD BUSINESS**

**1. 2025 Park Silly Sunday Market (PSSM) Debrief and Consideration to Approve the 2026 Market Dates:**

Kate McChesney and Michelle McDonald, PSSM Executive Directors, and Chris Phinney, Special Events Manager, presented this item. Phinney stated City staff was amazing in activating these events and he thanked the Park Silly staff and noted they were great to work with. McChesney indicated they had a great summer with a fabulous turnout. McDonald also thanked the local nonprofits who joined them.

Phinney reviewed that the Council requested that he bring back the discussion to add additional dates to the 2026 calendar. The City services agreement currently allowed for 11 dates. He indicated he notified HPCA, and he received a letter from HPCA which was included in the Council's packet. He noted any additional dates didn't have to be permanent and could be seasonal. Phinney reviewed possible dates that could be approved for PSSM and asserted the average cost for City services equaled \$7,600 per Sunday.

Council Member Toly asked why PSSM wasn't considering October dates, to which Phinney stated October was colder and darker. Council Member Toly asked if there was a date set next year for Song Summit, to which Phinney stated that would be the last week of August. Council Member Parigian asked why the requested regular date was August 30<sup>th</sup> instead of July 26<sup>th</sup>, to which Phinney stated he had anticipated another conflict with events, but the other event would come the following weekend. Council Member Ciraco asked if the budget difference would continue in future years, to which Phinney stated the budget difference was for inspections and that would continue annually.

Mayor Pro Tem Rubell opened public input.

Ginger Wicks, HPCA Executive Director, stated that she wanted the businesses to be surveyed first if additional dates were allowed. This was a sensitive topic for Main Street businesses.

1 Monty Coates, HPCA Board, indicated this was an emotional subject for Main Street  
2 businesses, with some loving PSSM and some hating it. He reviewed the process for  
3 determining 11 days per year and stated he supported keeping the dates the same.

4  
5 Susan Schwartz 84060 had a business on Upper Main Street and stated during PSSM  
6 the Upper Main stores didn't get the foot traffic. She also noted employees who had  
7 parking permits in China Bridge weren't allowed to park there for PSSM days.

8  
9 Kristin Parkin 84060 indicated she also had her business on Upper Main Street. She  
10 liked the dates this year and felt it was more balanced, and she wanted consistency so  
11 that it wasn't an issue each year. She also submitted an eComment: "I am the owner of  
12 North Woods USA on Main Street, family owned and operated for over 40 years. It has  
13 come to my attention that there will be discussion at tonight's meeting about adding  
14 dates to next year's Silly Market schedule. We agreed on a new schedule with less  
15 dates, why change it? This summer was much more manageable with less Silly Market  
16 dates. Our Sundays without Silly Market were noticeably busier. Let's keep it  
17 consistent!"

18  
19 John Greenfield 84060 indicated he used to be a PSSM vendor and he loved PSSM. He  
20 hoped to have staff and PSSM think of ways to bring people to Upper Main Street. He  
21 supported the Silly Market.

22  
23 Simon Lennon eComment: "My wife, Jacqui Lennon, and I own and operate Romy Park  
24 City, a boutique on lower Main St. We have now endured two summers of Silly Markets  
25 and feel those 22 Sundays have given us very credible data and insight into the  
26 detrimental effects of the Markets on our business. Most Main St businesses enter into  
27 high rent leases with the expectation they'll have a clear shot at making a consistent  
28 income on all 7 days of the week.....Park Silly Sundays prevent that from happening.  
29 The majority of businesses on Main St, including Romy Park City, are very obviously  
30 skewed towards a higher spending clientele. There is zero doubt, the Silly Markets stifle  
31 the presence of the higher spending clientele most businesses crave for survival. Put  
32 bluntly, the markets are attracting the wrong kind of shopper to Main St. In fact, they're  
33 not shoppers at all. The Silly Market crowd is largely looking for entertainment.....they're  
34 families, couples and groups of friends looking for a good, fun, cheap day out. Now,  
35 there's nothing wrong with families wanting that sort of day out.....but it should be made  
36 abundantly clear they do not spend anywhere near the kind of money highly leveraged  
37 Main Street businesses need to survive. The hit to our potential earnings is twofold with  
38 the realization the Silly Market also crowds out our regular customers, who are full time  
39 and part time Park City residents and second homeowners. The complaints from our  
40 regulars revolve around a lack of nearby parking, and not wanting to deal with large  
41 crowds in a very limited space.....our regulars gave up coming to Main St on a Silly  
42 Sunday a long time ago. "Give us some numbers!" - I hear you ask: Well, on an average  
43 Silly Sunday the foot traffic through our doors spikes to over 250 people per day....up  
44 over 150% vs a non-Silly Sunday! That's a lot of people in a 1000 sq ft space already  
45 packed with product. Quite regularly, we make like nightclub bouncers and lock the



doors to incoming traffic. "So, with all those people you must be selling plenty of stuff, then ??" - NO, quite the opposite ! Our average Silly Sunday takings are down 50% to 80% vs a normal Sunday. Your average Silly Market attendee is just not interested in shopping for high-end clothing on a Sunday. In fact, on Sunday Sept. 28th (a non-Silly Sunday) our takings were up 4x vs Silly Sunday Sept 21st (the last Silly Sunday of the season). Extrapolate even a fraction of that multiplier over all the Silly Sundays and our opportunity cost is horrific!" "So if all those extra people are not buying your product, what are they doing ? " Well, first they stop and note our many "No food, no drinks" signs.....then walk in with food and drinks. Within a nanosecond they've wedged their half gallon milkshake in an armpit, and begun to stroke and pat the silk and cashmere while oohing and aahing at the softness of it all. Some even pull the silk and cashmere to their faces and rub it against their cheeks. I kid you not. Others wander nonchalantly through our off limits areas looking for the bathroom. Plenty of people throw their trash in our baskets because the trash cans on the street are covered with plastic sheets to prevent public use. Don't get me started ! Easily over half the people walking in and taking a seat in our "husband" chairs are just escaping the heat and enjoying the AC. In brief, our very frustrating Silly Market Sundays are crowded, messy, careless, damaging and produce a fraction of our regular income. To put it mildly, Silly Market Sundays kill us. Doing business on Main Street is increasingly expensive, it is very competitive, it is certainly tough, and it can be cutthroat.....Romy Park City just can't afford to lose 14% of our working week to this very avoidable imposition on our livelihoods. Respectfully, we think the Silly Markets should be moved entirely to a more open space, much better suited to families and friends looking for light entertainment and a good day out. Park City has lots of open spaces, with abundant parking, that fit the bill.....Main Street just ain't it anymore."

Mayor Pro Tem Rubell closed public input.

Council Member Ciraco agreed that staff, PSSM, and HPCA should figure out a way to get foot traffic to Main Street areas that didn't get it. He hoped to see this mutually beneficial. Council Member Dickey was happy with the 11 days, and he didn't want to make changes. Council Member Parigian stated he was open for anything. He enjoyed PSSM and missed it when it wasn't around. Council Member Toly noted that the Main Street businesses talked with her about the possibility of additional dates, and she thought they were in a good place without additional dates. She proposed having an Octoberfest next year.

Mayor Pro Tem Rubell stated there was a good balance with the dates. Moving forward, he hoped HPCA, PSSM, and staff would work together to get synergy, especially since revenues were down. He agreed Octoberfest would be a great addition. Mayor Worel thought having PSSM for 11 days was great and she supported Octoberfest as well.

Council Member Dickey moved to approve the 2026 Park Silly Sunday Market dates. Council Member Ciraco seconded the motion.

**RESULT: APPROVED**

**AYES:** Council Members Ciraco, Dickey, Parigian, Rubell, and Toly

**2. Discuss Design and Strategy Preferences for the Bonanza 5-Acre Site Redevelopment:**

Steve Swisher, GTS Development, reported on the open house feedback. Attendees answered six questions about the development and those responses were discussed. Swisher took the feedback and incorporated them into a revised site plan. This plan had additional openings (paseos) into the village green, and he noted the paseos broke up the ground floors of most of the bigger buildings, which created more corner shops. He asked for Council feedback on the new site design. This design would include 106-112 housing units. Council Member Parigian didn't think there was enough housing on this site, and he felt this was where housing belonged. He liked the paseos and corner shops. He did not know about the arts building being in the middle of the green.

Mayor Worel asked where people could park moving vans to get their things to their apartment. Swisher stated they could park on Munchkin or in the underground parking. Mayor Worel liked the arts building layout but was concerned about how the drop-offs and load-ins would figure with this design.

Council Member Ciraco liked the new site plan and stated 106-112 housing units were fine with him. He was open to expanding the height for some of the buildings to allow for more housing. Council Member Dickey liked the new plan and the extra open space on Munchkin. He was concerned that paseos were traditionally dark with the upper floors above them, but he deferred to their expertise. He was open to replacing the Olympic Flame with new art.

Council Member Toly asked if they could replace the four-bedroom units with smaller units. Swisher stated they saw demand for larger units. Council Member Toly wanted to maximize space without increasing height. She asked what the feedback was for winter activation. Swisher stated they could take the splash pad space and put in fire pits and open a hot chocolate stand. A winter market could be open on the weekends. There were other things to activate the space like snowman contests and other activities. Council Member Toly liked the paseos. She asked if there was a possibility of having 15-minute parking above ground so people could get coffee. Swisher stated there was a drop-off spot on Munchkin but they tried to eliminate above ground parking. Brint stated the coffee shop was intended to serve the bikers and pedestrians walking in the area.

Mayor Pro Tem Rubell stated the new design had a better and more open feel. He liked the paseo concept. He thought making the paseos inviting would help. He hoped to see a larger arts center. He also felt this development was now more open to the Prospector side of Bonanza Drive, and stated pedestrian crossings were important at that intersection. Regarding the façade, he preferred more variation, especially if there was extra height. He agreed the Olympic Flame artwork and play area were not set in stone

1 and could be moved around. He supported things that activated the site. He hoped the  
2 site plan could evolve a little more. He thought Building One could be more open. He  
3 thought Building Three was a little pinched. He didn't know about the need for four-  
4 bedroom units and didn't want the funding mechanism to drive the housing sizes. He  
5 asked what other things LIHTC funding would impact versus other funding mechanisms  
6 in terms of prioritizing the local workforce for this housing.

7  
8 Council Member Ciraco agreed the arts center should be bigger. It didn't need to be a  
9 giant box space, but more back-of-house space. Council Member Parigian asked how  
10 big they wanted the arts center and he noted you couldn't have everything on this site.  
11 Swisher stated there was no standard size for the studio theater space, but it should be  
12 as big as the stage. Once you build it, you would also need a catering kitchen, a tech  
13 room, and storage. He noted there was more space for art use in Building Three.  
14 Council Member Ciraco referred to Building One and stated he was concerned with the  
15 northern corner on Munchkin and suggested moving Building One to the south in order  
16 to open up that northern corner.

17  
18 Council Member Parigian referred to the black box (arts center) and stated his vision  
19 was a place where people could go and do a little performance. There didn't need to be  
20 lighting and a lot of technology. He wanted locals to have access to it, and he  
21 envisioned a small space for little groups. Swisher stated the building was next to the  
22 amphitheater and that would allow musicians a chance to plug in their amps. The space  
23 could accommodate indoor and outdoor performances.

24  
25 Swisher indicated they would keep revising the site plan as they went along in the  
26 process, but this needed to be submitted to the Planning Commission soon. Council  
27 Member Parigian asked why the splash pad was included when there was not much  
28 support. Brint stated they needed Council direction. Swisher also asked if three stories  
29 on Bonanza and Kearns were acceptable, if 106-112 housing units were acceptable,  
30 and if four stories in Building One were acceptable.

31  
32 Council Member Dickey was good with the current number of units, three stories for the  
33 buildings on Bonanza and Kearns and four stories for Building One. He asked for  
34 comparisons on what other cities did with the arts center building so he could get a  
35 sense of the use. Council Member Rubell asked Council if they were comfortable with  
36 the flex art space. Council Member Dickey didn't have enough information on the flex  
37 art center to decide on it. He liked the splash pad and thought it would be used half of  
38 the year.

39  
40 Council Member Toly loved the splash pad and wanted it to be artsy. She stated the art  
41 center needed restrooms and storage so she wanted it bigger, and she thought it would  
42 be amazing for the community. She liked that it would be connected to the outdoor  
43 amphitheater. She preferred to keep the project all three stories. She felt they could get  
44 more housing units if they made the larger ones smaller.



1 Council Member Ciraco was open to four stories anywhere on the western and southern  
2 perimeters of the site. He supported however many housing units would fit. As for the  
3 arts building, there were a lot of back-of-house area needs, and he just wanted that  
4 portion enlarged, but didn't want to enlarge the theater. He wanted a kid-friendly space  
5 but didn't want a splash pad because of water issues.

6  
7 Council Member Parigian did not support a splash pad because that was a waste of  
8 water, and it was costly to maintain. As far as building height, he felt there weren't  
9 enough units planned for the area, so he supported four stories on Buildings One to get  
10 130 units. He thought the arts building was bigger than it needed to be.

11  
12 Mayor Pro Tem Rubell agreed with Council Member Dickey on not knowing if the arts  
13 center was right sized. He encouraged Brinshore to talk with the Arts Council. He was  
14 good with the proposed housing units but was open to looking at the size of the units to  
15 see if the units could be maximized. He didn't think four stories would be impactful and  
16 he supported height variation on the site. He wanted Building One to be smaller. He  
17 also preferred other types of activation rather than a splash pad.

18 Mayor Worel was concerned with density, especially with HOPA going in across the  
19 street. She asked if 100 housing units were needed to make the project pencil, to which  
20 Brint affirmed. Mayor Worel supported the proposed housing units and wanted the  
21 buildings to be three stories. Referring to the arts building size, she encouraged Swisher  
22 to ask other people to get their expertise. She liked the splash pad, but if that didn't  
23 work out, she wanted something that would appeal to families.

24  
25 Swisher discussed the mix of uses and noted the multidisciplinary art space was one of  
26 those features. The retail concept was meant for locals. Tenant services were in  
27 Building One. Building Two was combination of art spaces and combo living/art spaces.  
28 Commercial space was 20,000 square feet. He noted if it was too small, people wouldn't  
29 come visit. He asked if the retail was the right mix. Council Member Ciraco asked if  
30 tenant services included a gym, to which Swisher affirmed. Council Member Ciraco  
31 asked if the gym could be opened to the public as well as for the residents to increase  
32 space that was open for everyone. Brint stated it was an amenity space, but they could  
33 look at it, and he indicated that he would prefer to let the public use it without charge.

34  
35 Council Member Dickey stated the mix felt fine. Council Member Parigian stated the  
36 retail looked like a strip mall. Tenant services didn't have to be on the ground floor and  
37 he suggested that it could be on the fourth floor, which would make room for art spaces  
38 on the ground floor. Council Member Toly asked about the current artist spaces.  
39 Swisher stated there were six artist live/work studios and then a maker space and a  
40 general use art space that was anticipated to be shared artist studios. Council Member  
41 Toly asked if that was enough space for artists and wondered if they had talked to the  
42 Arts Council. Swisher affirmed and indicated some arts people wanted live/work spaces  
43 and others just wanted studio space. They didn't say they needed more space though.  
44 Council Member Toly asked about rooftop activation. Swisher indicated they wanted to

1 put a second level deck on the south side of the restaurant and a second level deck on  
2 Building One so tenants could have outdoor community space.

3  
4 Mayor Pro Tem Rubell felt the tenant services space should be reduced and noted the  
5 tenant services should be mixed in with commercial space. He wanted to lean on  
6 professionals to see if the arts use met their needs. He thought if they were heavy on  
7 live/work spaces, they could reduce it to more work spaces. Swisher indicated a  
8 daycare was part of Building One so there was activation.

9  
10 Swisher stated they did a market analysis on housing unit demand and the housing mix  
11 supported future demand. He noted people needing affordable housing would stay in  
12 Salt Lake because the rent was cheaper. Swisher displayed the AMI% distribution and  
13 the unit sizes. He indicated bigger units were in demand because more people had  
14 roommates in Park City. Council Member Toly expressed concern that multiple wage  
15 earners in a unit would not qualify for affordable housing. Council Member Parigian  
16 stated 60% AMI was 100% workforce wage, and noted there were more units above  
17 that AMI than affordable. Brint stated they would look at that mix as they maximized the  
18 units. Council Member Parigian requested adjustments in the mix.

19 Council Member Dickey stated the AMIs were low as Council Member Toly described,  
20 but they were on the right track. Council Member Ciraco indicated the units were  
21 skewed to multiple wage earners and he thought there were affordable units for those  
22 workers. He was fine with four-bedroom units in the unrestricted income bracket, but for  
23 the AMI categories, he didn't think it was needed. Brint summarized there was concern  
24 about the bigger units and they would look at that.

25  
26 Mayor Worel did not support the four-bedroom units because it took up more parking  
27 spaces and would add to congestion. She encouraged the Council to make comments  
28 on preferences for this development and not wait until after the election.

29  
30 Mayor Pro Tem Rubell opened public input.

31  
32 Deb Rentfrow 84060 applauded the developer for being open ended on what the project  
33 would look like. She referred to the 10-foot clearance in the parking garage and she  
34 didn't know if it was tall enough with high vehicles and skis. The arts center made her  
35 think of another space by the library that was used for parties. She also noted she had  
36 seen drive-in theatre experiences and wanted to share that idea for the village green.

37  
38 Mayor Pro Tem Rubell closed public input.

39  
40 Swisher discussed next steps for the project, including getting a schematic design/traffic  
41 studies and civil engineering. They would submit the planning application by December  
42 10<sup>th</sup>. They would need to get through the Planning process by the first of March and  
43 then they would come back to the Council to approve a development agreement. After  
44 that, they would begin construction documents and submit the PAB application by

1 August 5, 2026. The financing would take six months. He hoped to break ground April,  
2 2027.

3  
4 Mayor Pro Tem Rubell asked if the planning process timeline was realistic. Rebecca  
5 Ward, Planning Director, stated it depended on the completeness of the submittal, but it  
6 was a possibility. Mayor Pro Tem Rubell indicated at the last meeting they discussed a  
7 shared parking strategy and asked if that was still the approach. Swisher indicated if  
8 they pursued two traffic studies done simultaneously – one with one level of parking and  
9 the other with two levels of parking, they could do a dual submittal. If they submitted a  
10 one-level and then months later asked for two levels, they would have to start over in  
11 the process.

12  
13 Mayor Pro Tem Rubell asked if Council wanted to decide tonight or wait until November  
14 6. Council Member Dickey stated he needed costs before Brinshore started a traffic  
15 study, specifically the cost of subsidy plus the other costs. He needed a crisp  
16 understanding of the cost. Council Member Ciraco agreed to having more clarity on the  
17 cost implications. He hoped the Council would consider the second level of parking as a  
18 separate project. He thought the project would be an extra \$8 million on top of the \$30  
19 million. Brint stated they would get those numbers to the Council as soon as possible.  
20 Council Member Ciraco stated there were no deal breakers in this project for him.

21  
22 Council Member Parigian agreed with Council Member Dickey and asked them to take  
23 the Council's feedback and see what they could do with it. Council Member Toly asked  
24 for the Communications Team to do a lot of outreach in the next couple of weeks.  
25 Mayor Pro Tem Rubell stated they were on the same page. He asked Brinshore to  
26 incorporate the feedback for the next meeting and agreed outreach should be a priority  
27 to ensure community feedback.

28  
29 Sneddon asked the Council if they had direction for staff, such as budget and comms.  
30 Mayor Pro Tem Rubell stated Brinshore should work with the staff. Council Member  
31 Ciraco indicated Housing was doing work on unit mix strategy and he asked for that in  
32 the packet on November 6. Council Member Toly asked Brinshore to include the land  
33 donation in the figures. Council Member Parigian asked to get the renderings and  
34 presentation to the Council and public by October 31. The Council agreed.

## 35 36 **VII. ADJOURNMENT**

37  
38 With no further business, the meeting was adjourned.  
39  
40  
41

Michelle Kellogg, City Recorder

## City Council Staff Report



**Subject** Development Agreement Amendment  
Park City Heights and Studio Crossings

**Author:** Griffin Lloyd, Public Utilities Engineer

**Department:** Public Utilities

**Date:** November 11, 2025

### Recommendation

Approve an amendment, in a form approved by the City Attorney, to the Public Improvement Agreements with Park City Heights and Studio Crossings. Amendments would credit Park City Public Utilities with the monetary value of the remaining required public water infrastructure so that Public Utilities can construct an alternate connection between the developments.

### Executive Summary

Park City Municipal entered into Public Improvement Agreements with Park City Heights and Studio Crossings individually on February 18, 2025, and July 17, 2024 respectively. As part of these agreements, public infrastructure would be constructed as part of the development and then dedicated to the City. Proposed infrastructure included secondary connections that would provide uninterrupted water service in the event one connection became disabled by utilizing multiple pressure-reducing facilities.

Because these developments were designed multiple years apart, two pressure-reducing facilities for each development were designed for redundant connections. Park City Public Utilities, in an effort to minimize infrastructure, decrease long-term maintenance, and optimize the water system, began to explore alternate connections. With the proximity between the two developments being so close, a water line connection between the two developments would eliminate two pressure-reducing vaults. These vaults, while crucial in the system, require maintenance and long-term costs to the city, including manpower, electrical, and fiber communications. While a water line provides a similar connection between the developments and utilizes existing pressure-reducing facilities without the need for more. The alternate connection would also improve water quality by allowing better water circulation between the developments and eliminating dead ends.

Public Utilities met with each development and discussed the potential of the alternative connection. Both Park City Heights and Studio Crossing are in favor of the alternate connection and are willing to use the money that would have been spent on the designed connection to credit Park City to construct an alternate connection.

### Analysis

- With the approval of the amendment to the Public Improvement Agreements, Public Utilities would use the funds to begin design and then construct the pipeline between the developments.

- While the funds would not offset the entire cost of the alternate connection, the cost savings of future maintenance and enhancing the water system offer a better value than the original connections.
- In the event the decision is made not to construct the alternate connection due to costs or environmental impacts, funds will then be used to construct the original connections.

### **Funding**

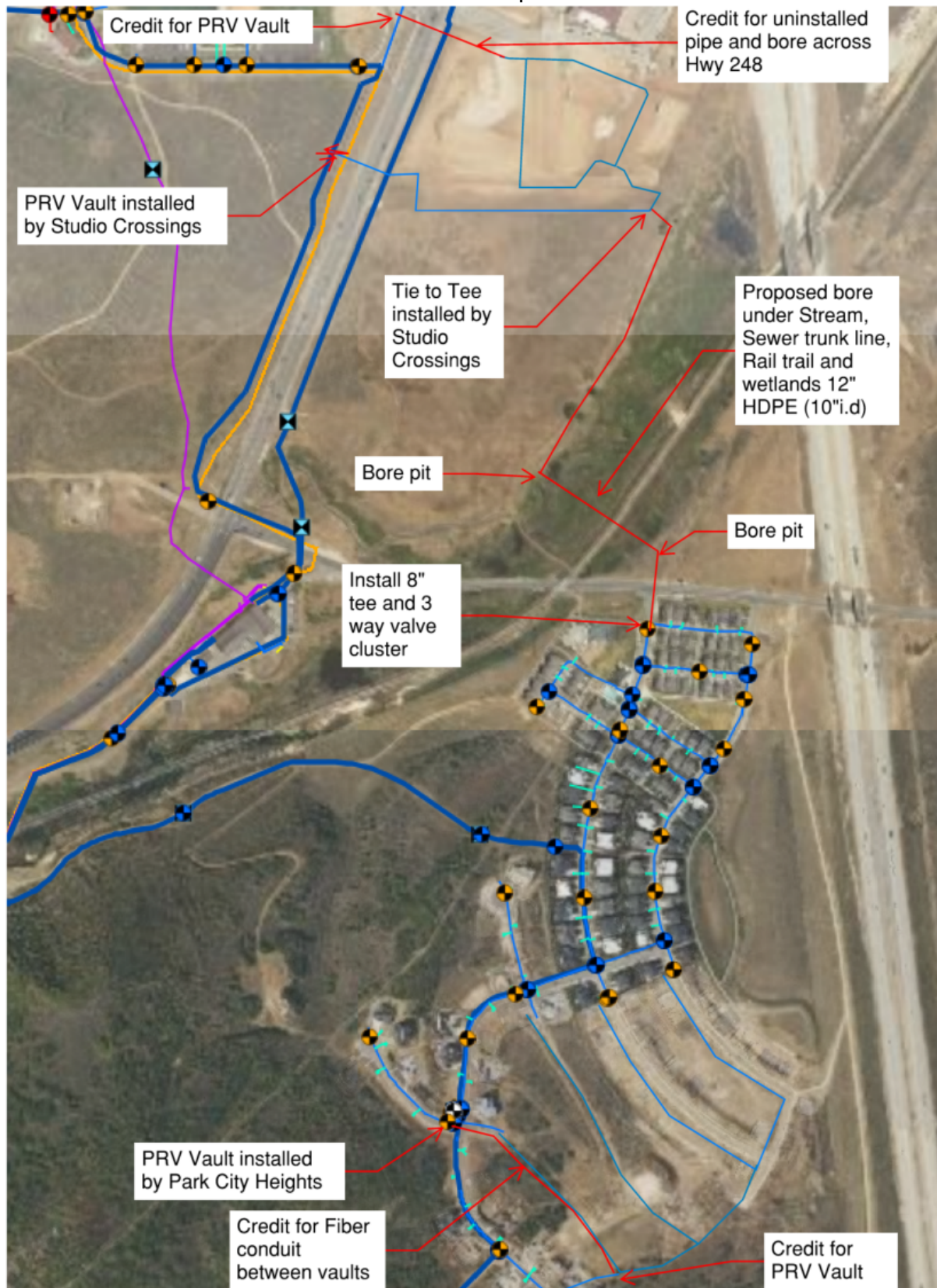
- We estimate the alternate connection to cost \$660,000.00
- Studio Crossing will contribute \$377,000.46
- Park City Heights will contribute \$125,832.25
- Credit from the developments' Public Improvement Agreements, as well as Capital Improvement Water funds, will be utilized for the construction of the water line.

### **Exhibits**

- Exhibit A: Alternate connection between Subdivisions



Exhibit A: Alternate Connection between Developments



## City Council Staff Report



**Subject: Community Center Playground Surface Design**

**Author: Stephanie Valdez**

**Department: Economic Development and Public Art**

**Date: November 6, 2025**

### Summary

Authorize the City Manager to execute a contract with artist Emily Miquelon, in a form approved by the City Attorney's Office and recommended by the Public Art Advisory Board (PAAB), for the creation of the playground surface design for the Park City Community Center renovation in an amount not to exceed \$4,000.

Council approval will allow the City to proceed with the artist-designed playground surface, advancing the PAAB's 2024 Strategic Plan and the City's commitment to high-quality, engaging public spaces for children and families.

### Background

- In 2023, City Council approved funding for the renovation of the City Park Recreation Building under the FY24 Capital Budget.
- On [May 16, 2024](#), Council adopted the PAAB Strategic Plan (2024), which prioritized integrating public art into the Community Center renovation.
- In partnership with the Recreation Department, PAAB issued a Call for Artists on June 2, 2025, seeking a playground surface design that was:
  - Playful and interactive, promoting safety and engagement;
  - Thematically connected to Park City's natural landscape; and
  - Appropriate for multiple age groups, welcoming children at different developmental stages.
- Twenty-seven artists submitted proposals. After evaluation meetings on September 9 and October 20, 2025, the PAAB selected Emily Miquelon as the finalist.

### PAAB Discussion

Miquelon's playground surface design proposal best reflects the City's vision for a vibrant, inclusive, and locally inspired play space. The design enhances the Community Center's natural surroundings while encouraging creative and safe play. PAAB's recommendation was unanimous, citing Miquelon's strong concept integration, community appeal, and practical understanding of surface materials and installation.

### Fiscal Impact

The project budget is \$191,593, funded through the 1% for Arts allocation as authorized by Resolution [23-2024](#). No additional General Fund expenditure is required.

### Exhibit

Exhibit A- Community Center Playground Surfacing Design  
Recommendation- Emily Miquelon Proposal



Park City  
Community  
Center -  
Playground  
Proposal

Emily Miquelon Art





## Artist Bio

Emily is an interdisciplinary artist who currently lives and creates in Park City, UT. Endlessly inspired by the vibrancy and outdoor culture around her, she loves making art, products and experiences that start conversations and bring people together.

She works mainly on painted works large and small but enjoys creating a little bit of everything from murals to design and digital illustrations. She is best known for her bold artwork and whimsical statement pieces. She hopes to bring brilliant color and reminders of joy into our daily spaces. Through her expressive use of color and energetic brushwork, she creates the world the way she sees it - full of color in unlikely places.

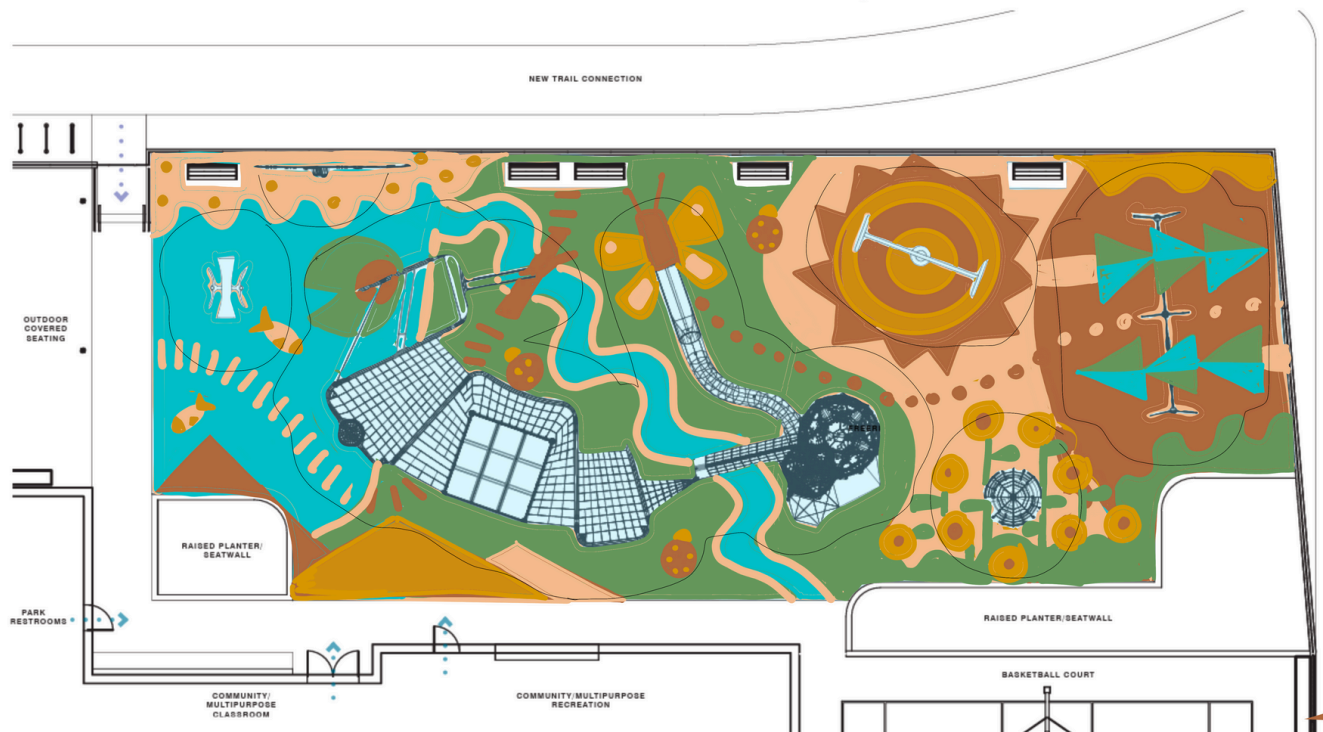
**For full list of most recent projects/resume please visit  
[emilymiquelon.com/pages/portfolio](http://emilymiquelon.com/pages/portfolio)**

# Playground Artwork Proposal

## Overall Concept

- Combining natural features and wildlife in Park City with the playground layout and architecture choices
- My goal was to execute the design playfully yet efficiently seeing the project through both a child's imagination and a functional design lense keeping the limitations of color and budget in mind. I really wanted to a kid to enjoy the playground on or off the equipment leaving room for creative play for many age groups.
- This design is adaptable and can be easily simplified by removing finer details or tweaked by switching out subject matter.

### PARK CITY COMMUNITY CENTER | PLAYGROUND



# Playground Artwork Proposal

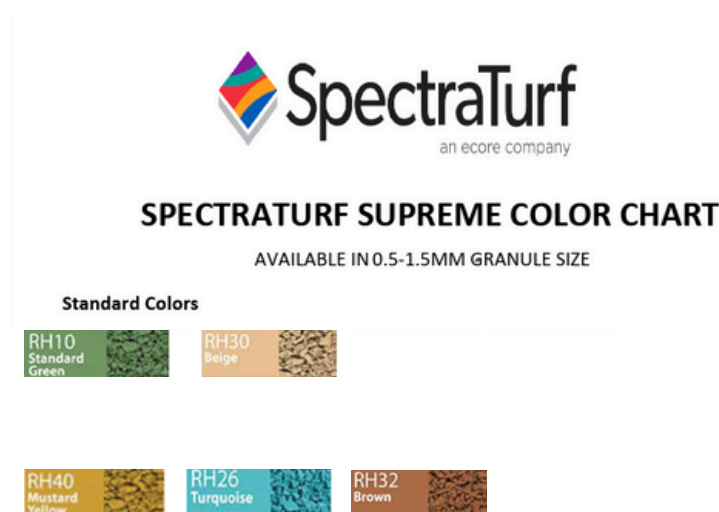
## Overall Theme/Landscape Inspiration

Choosing bold geometric shapes and patterns inspired by organic landscape features, plants and wildlife of Park City to enhance playground architecture

- River/Lake - Open organic shapes that create opportunity for movement and imagination
- Grassy Meadow + Floral Element - Staples of PC landscape that bring color and joy
- Mountains - A universal connector of our community
- Insects and Fish - fun shapes that bring life to the design with potential of adding visual motion and interactive details
- Sun & Trees - Natural essentials that unwaveringly anchor our community and landscape

## Color Choices

- Flexible on these based on feedback and total budget needs
- Initially - chose two standard colors with the beige as the base and three upgraded color, blue could easily be switched to standard for cost



## Playground Artwork - Feature Details

I thoughtfully paired each organic element and shape with the function of the playground features keeping in mind the motion, visual appearance and purpose of each piece.

### Tire Swing



Wanted to visually represent the motion of the tire swing with a bold geometric sun

### Terranova



Added a fun wavy shape with dots to anchor this interactive wall without conflicting with the active busy board

### Freeride



Thought it would be fun for kids to be “surfing” on the playground pond

### O’Tannenbaum



Really wanted to layout shapes here that were cohesive with the round and round motion of this feature while still connecting to the landscape

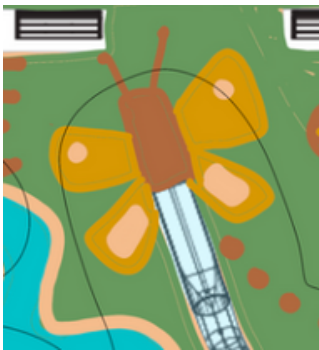
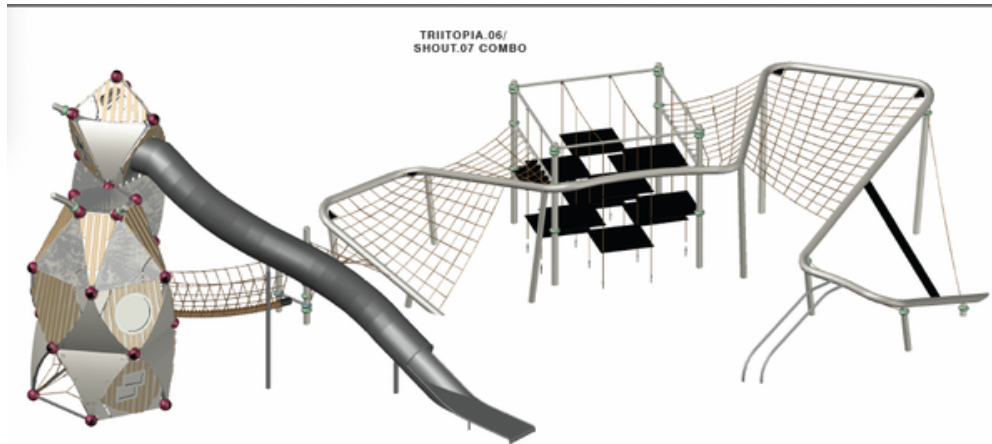
### Swingo



Focused on integrating the backward/forward motion of the swings with arrow shaped pine trees

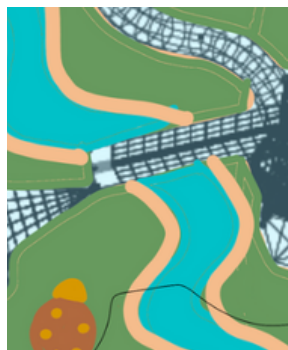
\*Thought this could be an interesting place to even add numbers to each dot or dash for further interaction

# Playground Artwork - Feature Details



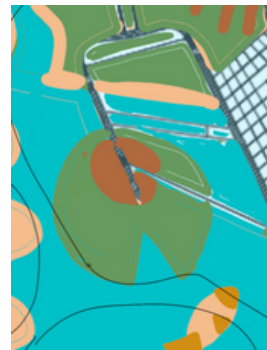
## Slide Base

- Chose a butterfly as the landing pad for the slide
- Wanted to visually represent the feeling of zooming down the slide popping out the end feeling like you were flying
- This could also be switched to a cloud or a bird



## Bridge

- Thought it would only be fitting to bring the river under the bridge on playground
- I think this detail will encourage creative play



## Pole Base

- For an extra interactive detail, I added a lily pad so that kids wouldn't be dropping right into the lake
- Could also make this a rock or other wildlife



## Ladder

- Created a log bridge to cross the river! Added it at the base of the ladder feature so kids wouldn't be dropping directly into the water



## Playground Artwork - Interactive Details

### Jumping Shapes



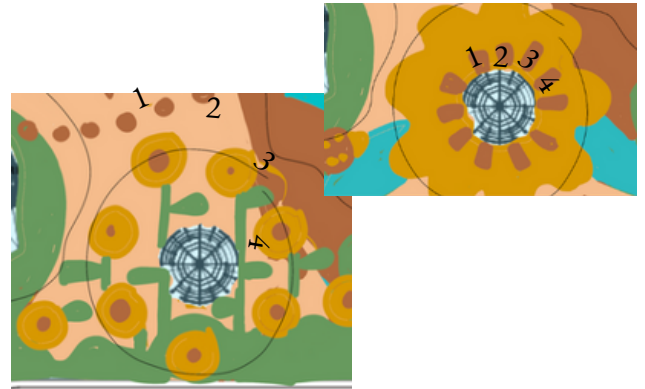
Adding in dots, logs, or even animal paw prints in a path shape to encourage active play and visual interest

### River Squiggle and Crossings



Through out the design, I incorporated a lot of squiggles and organic lines that kids than run on as paths or for games. I also incorporated playful shapes like a log acting like a bridge and lily pad in the water that will get imaginations going and encourage movement.

### Floral Dots/Numbers

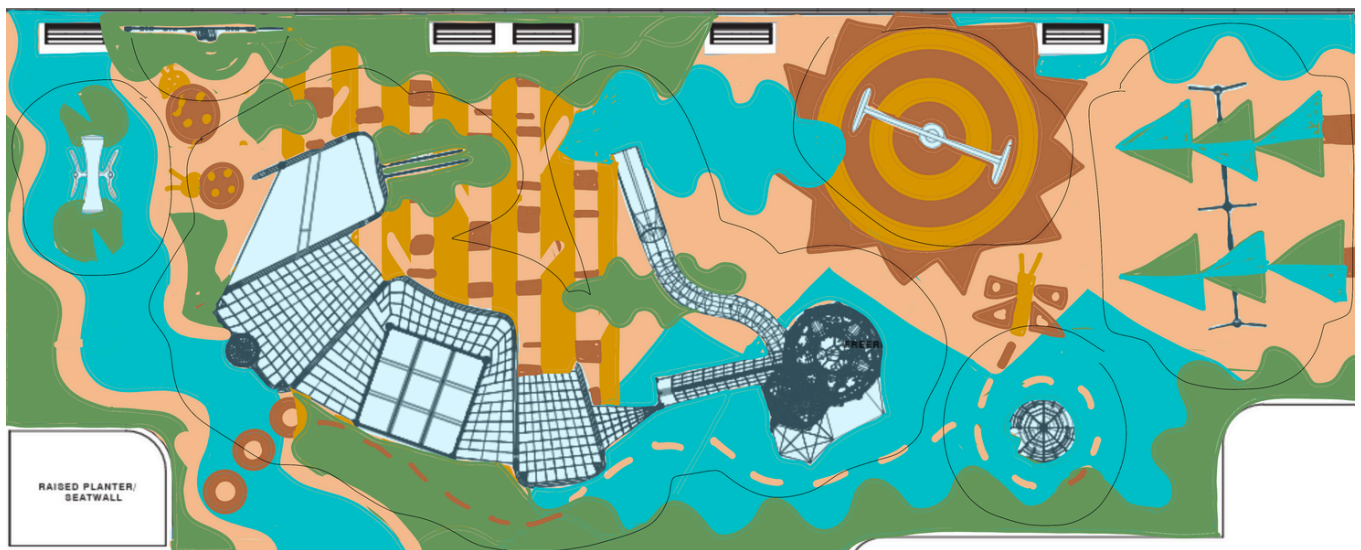


If numbers or letters could be added, the O'Tannenbaum artwork could be a great space to do this! And could encourage kids to utilize for spinning starting/stopping points, games, etc.

## Playground Artwork - Potential Variations

### Other Concepts

- I had potentially wanted to incorporate an aspen grove. It would visually add a stripe like pattern and could be a great place to add a little nest or a simple bird!
- The butterflies or lady bugs could easily be subbed for animal paw prints, birds, or any other kind of wildlife
- Small details or overall shapes can easily be reworked or simplified based on execution/ feedback



## City Council Staff Report

**Subject:** Exclusive Negotiation Clause Extension - Public-Private Partnership with Wadsworth Development Group to Build a New Indoor Pickleball Facility

**Author:** Chris Eggleton

**Department:** Economic Development

**Date:** November 6, 2026

### Recommendation

Consider a request to authorize the City Manager to execute an amendment to extend the binding Exclusive Negotiation clause for another ninety (90) days, ending February 11, 2026, for the non-binding Memorandum of Understanding (MOU) to pursue a public-private partnership to deliver an indoor pickleball facility through a ground lease structure with a private developer and operator, attached as EXHIBIT A.

### Background

On August 26, 2025, City Council ([Staff Report](#) | Minutes, pg. [13](#) | [Media](#)) approved the execution of the MOU (Exhibit A) with Wadsworth Development Group (WDG); however, the Exclusive Negotiation period ends November 13, 2025. The parties' respective legal counsel are finalizing the ground lease terms consistent with the approved MOU. To allow for completion and review, an amendment extending the Exclusive Negotiation period to February 11, 2026, is attached as EXHIBIT B. This extension also allows staff time to:

- Finalize a draft ground lease for future Council consideration.
- Complete a public benefits analysis in accordance with [Utah Code § 10-8-2](#).
- Provide adequate public notice during the holiday period.

### Progress Update

The respective legal counsel for the City and WDG continue to finalize a ground lease for the property in accordance with the terms of the MOU. We are making considerable progress in preparing for the Planning Commission application, which we target to submit to the Planning Department in early November. The following is a status list of the required reports for the application:

- Wetlands Report - completed
- Geotech Study - completed
- Hydrological Report - completed
- Fire Protection Report - completed
- Kimley-Horn is preparing the following, completion expected in late November:
  - Traffic Impact and Parking Study (Follows an approved Project Scoping Memorandum)
  - Wildlife/Habitat Study

### Exhibits

A *First Amendment to Memorandum of Understanding*

B *Executed Memorandum of Understanding – P3 indoor pickleball facility*



## FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING

This First Amendment (“**Amendment**”) is between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation (“**PCMC**”), and Wadsworth Acquisitions, LLC, a Utah limited liability company (the “**Tenant**”).

The parties entered into the Memorandum of Understanding on 08/15/2025 (the “**MOU**”). The term of the Exclusive Negotiation requirement in the MOU is due to end on 11/13/2025 and negotiations are ongoing. The parties desire to amend the term of the Exclusive Negotiation requirement in the MOU to provide additional time to negotiate a lease.

The parties therefore agree as follows:

### ARTICLE 1 – AMENDMENTS.

- A.**    Extension of Term. The term of the Exclusive Negotiation requirement in the MOU is amended to end at midnight on 02/11/2026 unless extended in writing. The parties agree that the Exclusive Negotiation requirement will be terminated upon the earlier of: (a) midnight on 02/11/2026 or (b) the mutual agreement of the parties.

Each party is signing this Amendment on the date stated opposite that party’s signature.

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

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

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

Attest:

\_\_\_\_\_  
City Recorder’s Office

Approved as to form:

\_\_\_\_\_  
City Attorney’s Office

**WADSWORTH ACQUISITIONS, LLC,** a Utah limited  
liability company

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

By: \_\_\_\_\_  
Robert Booth  
VP of Development  
An authorized signer

## **Memorandum of Understanding Park City – Indoor Pickleball Facility**

Date: August 15, 2025

Re: Proposed ground lease agreement (“Lease”) between Wadsworth Acquisitions (“Tenant”) and Park City Municipal Corporation (“PCMC”) for a portion of the parcel of land known as Lot 5 of the Intermountain Healthcare Park City Medical Campus Subdivision located at 675 Gillmor Way, Park City, Utah, as shown on the attached site plan (Exhibit A).

**TENANT:** Wadsworth Acquisitions, LLC

**USER/OPERATOR:** The initial User/Operator shall be The Picklr, unless waived by PCMC as described in Due Diligence below.

**LANDLORD:** Park City Municipal Corporation (“PCMC”)

**PROPERTY:** Portion of Parcel Number: IHPCMC-5-2AM-X, Lot 5, final Lot size to be determined and anticipated to be between 2.4 and 3.6 acres as depicted on the attached Exhibit A (the “Property”).

**PREMISES:** The vertical building and horizontal improvements located on the Property that are constructed and owned by Tenant which are approved by PCMC and subject to the terms of the Lease. Such building and improvements constructed by Tenant shall be collectively referred to as the “Premises”.

**USE:** An indoor pickleball facility is intended to be approximately 35,000 square feet, containing twelve (12) pickleball courts as presented in the Tenant’s RFP proposal to PCMC, including ancillary uses such as retail sales of refreshments and athletic equipment, clothing, and accessories (the “Permitted Use”). After the Initial Term, “Permitted Use” will be expanded to include other racket and paddle sports, including pickleball, racquetball, squash, and padel, but specifically excluding tennis. Any Permitted Use must provide access to members of the public who purchase memberships or pay to use the facility. In the event that User/Operator terminates and/or is in default under the lease with Tenant, and/or vacates the Premises, Tenant shall use commercially reasonable efforts to replace the User/Operator with a similar operator utilizing the Premises for a Permitted Use under similar terms as with the previous User/Operator. In the event Tenant is unsuccessful, with PCMC’s written approval, Tenant shall have the right to utilize the Premises for another indoor recreational use or for any other allowed or conditional use as per the existing zone as detailed in the land use regulations (“Negotiated Use”). Tenant and/or its operator shall have the right to operate 24 hours per day, 7 days a week, and shall have the right to host events at the Premises, including outdoor events, subject to local ordinances and requirements. Any User/Operator may sublease the Premises for a Permitted Use or Negotiated Use with the express consent from PCMC, which will not be unreasonably withheld.

**EXCLUSIVE NEGOTIATION:**

Commencing on the effective date of this MOU and continuing until the earlier of: (i) the date upon which the parties enter into the Lease or (ii) the date upon which this Exclusive Negotiation requirement is terminated in accordance with the terms of this section, Tenant and Landlord agree in good faith to negotiate exclusively with one another for the Lease of the Premises.

**Termination:** The parties agree that the Exclusive Negotiation requirement will be terminated upon the earlier of: (a) ninety (90) days from the effective date of this MOU or (b) upon the mutual agreement of the parties. The Exclusive Negotiation requirement may be extended in a writing executed by both parties. Upon termination, neither party (nor any affiliate or representative) shall have any liability to the other for any reason.

Note that this Exclusive Negotiation section is a binding section of the MOU.

**INITIAL TERM:**

Fifteen (15) years, commencing on the Rent Commencement Date (as defined herein).

**OPTION TERMS:**

Nine (9) Five (5) Year Options. Tenant shall provide PCMC with at least one hundred and eighty (180) days' prior notice of its intent to exercise each of Tenant's options.

**REVERTER TO PCMC:**

Upon termination of the Lease, the Premises and any other improvements located on the Property will revert to PCMC for its sole benefit. Tenant agrees to execute deeds or other reasonable documents in recordable form confirming and acknowledging the reversion of ownership.

**RENT FOR PERMITTED USE:**

If User/Operator is operating the Premises within the Permitted Use, Base Rent for the Property will be \$1.00 per year, including during the Option Periods.

**RENT FOR  
NEGOTIATED USE:**

In the event that Tenant (i) is not utilizing the facility for a Permitted Use or Negotiated Use for more than one hundred eighty (180) days or (ii) on the date a new operator opens and begins using the Premises for a Negotiated Use, whichever is earlier (in either scenario, the "Revised Base Rent Commencement Date"), the annual rent shall be adjusted based on the formula below (the "Revised Base Rent") and commence upon the Revised Base Rent Commencement Date.

Unless otherwise agreed to by the parties in writing, the Revised Base Rent shall be calculated by taking the value of \$4.00 per Building square foot multiplied by the ratio, the numerator of which shall be the CPI Index most-recently published as of the Revised Base Rent Commencement Date and the denominator of which shall be the CPI Index in December 2026. The Revised Base Rent will be automatically adjusted at the beginning of each calendar year based on this formula.

In no event shall the result of the Revised Base Rent be less than a cumulative compounded annual CPI increase of less than two percent (2%) or more than five percent (5%).

Rent will be prorated during any year where the Premises is only partially used for a Permitted Use. Notwithstanding the foregoing, PCMC and the Tenant may negotiate another rate when negotiating the Negotiated Use.

**DUE DILIGENCE/  
TITLE REVIEW PERIOD:**

Commencing on the full execution of the Lease and expiring one hundred eighty (180) days thereafter (the “Due Diligence Period”), Tenant may enter upon the Property and inspect, examine, survey, and test the Property (including environmental testing), and conduct other such due diligence investigations of the Property to determine the suitability of the Property/Premises for Tenant’s intended purpose. At any time and for any reason during the Due Diligence Period, Tenant may terminate the Lease, in its sole and absolute judgement. In addition, concurrent with the Due Diligence Period, Tenant shall have such period to review the title commitment and ALTA and to object in writing to any matters contained therein (the “Title Review Period”).

If during the Due Diligence Period Tenant is unable to enter into an agreement with The Picklr to be the User/Operator of the Premises, PCMC may terminate the Lease. PCMC may, in its sole discretion, waive this requirement if Tenant enters into an agreement with another pickleball operator satisfactory to PCMC.

**PCMC’S DISCLOSURES:**

Within ten (10) days after the Effective Date of the Lease, PCMC shall deliver to Tenant for review during the Due Diligence Period (to the extent within PCMC’s possession or control) the following documents: (i) copies of environmental report (including but not limited to, A.L.T.A. Survey, engineering and soil reports and any asbestos, toxic waste reports), copies of any available “as built” plans, drawings, licenses, service contracts, leases, operating statements, soil compaction reports, topographical surveys and other documents related to the Property; (ii) a copy of the most recent real estate tax bills and fire and casualty insurance policies for the Property; (iii) copies of all permits, covenants conditions and restrictions or other building and use restrictions governing the Property; (iv) current Preliminary Title report, including copies of all recorded documents affecting the property and a plan showing the site and all easements thereon; (v) copies of all books, records, existing title insurance policies and surveys and other documents and reports relating to the use, occupancy, condition and maintenance of the Property; and (vi) such other documents and information as Tenant may reasonably request.

**PERMIT PERIOD:**

Tenant shall use commercially reasonable efforts to advance the project forward and obtain all necessary permits and approvals required for construction and operation of the Premises (the “Permit

Requirements”). In addition to all necessary permits and approvals required, such Permit Requirements shall include, without limitation, (i) Tenant’s obtainment of an executed lease with the User/Operator, and (ii) Tenant coordinating and completing a replat, subdivision, lot line adjustment and/or similar action necessary to effectuate legally conveyable parcel constituting the Property (the “Lot Creation”). Notwithstanding the foregoing, if Tenant has diligently pursued, but has not obtained all Permit Requirements within six (6) months after the expiration of the Due Diligence Period (the “Permit Period”), Tenant or Landlord may terminate the Lease.

**CONSTRUCTION PERIOD:**

Tenant shall have twelve (12) months following the earlier of (a) the fulfillment of the Permit Requirements, or (b) the expiration of the Permit Period, to complete construction of the Premises (“Construction Period”).

**RENT COMMENCEMENT DATE:**

The Term of the Lease and Tenant’s obligation to pay Rent shall occur on the earlier of (a) the date the User/Operator opens for business at the Premises, or (b) the expiration of the Construction Period (the “Rent Commencement Date”).

**OPERATING  
EXPENSES:**

Tenant shall be responsible for payment of all property taxes, assessments, utilities, and insurance pertaining to the Premises and the Property, except for the Public Benefits defined herein, beginning after the expiration of the Permit Period. Tenant shall pay all expenses arising from its installation of the improvements and its use and occupancy of the Premises. At no cost to Tenant, PCMC shall maintain the public streets to ensure that Tenant has access to the Property.

**MAINTENANCE:**

Tenant shall be responsible, at its sole cost and expense, for all maintenance related to the Premises and all Improvements on the Premises, including any path or pedestrian connections on the Premises as defined in the Public Benefits section.

**CAPITAL RESERVE:**

Tenant shall be responsible for having a long-term capital reserve plan to ensure adequate resources are available for future capital repairs and replacements (“Capital Reserve Plan”). The Capital Reserve Plan must consider the anticipated useful life and replacement cost of major components. Tenant shall review and or update the Capital Reserve Plan, and review or update it internally every year to evaluate the long-term repair and replacement needs of the Premises. Tenant shall maintain a reserve fund to fund the Capital Reserve Plan sufficient to fund the Capital Reserve Plan (the “Capital Reserve Fund”). The Capital Reserve Plan along with proof of the Capital Reserve Fund, Tenant’s funding of the Capital Reserve Plan, and the associated related books and records will be made available to the PCMC during business hours upon reasonable notice and request.

**PROPERTY AS IS:**

PCMC shall deliver the Property in as-is condition.

**IMPROVEMENT DESIGN:**

Tenant and Operator/User shall enter into an agreement to construct and operate the Premises. The exterior architecture of the building (as generally depicted on Exhibit B) is intended to be substantially as presented in the Tenant's RFP proposal to PCMC. Modifications may be made during the design process to maintain consistency with budgeted costs.

**SITE DESIGN:**

Site design shall be consistent with the requirements of state and local law.

**PARKING ACCOMMODATION:**

Parking spaces provided in excess of the requirements for pickleball operations and the Park City Land Management Code requirements may be considered a Public Benefit (as defined below). The number of stalls required for operation of the pickleball facility will include, at a minimum, 2.5 stalls per court, plus 5 employee stalls.

**PUBLIC BENEFITS:**

Tenant must provide the following Public Benefits: (i)(a) construction of a bike path along Gillmor Way to Ability Way and/or, (b) construction of pedestrian connections to the Park City Ice Arena, (ii) discounts for Park City residents, which will be, at a minimum, 15% off memberships and/or entry fees, (iii) membership discounts in accordance with PCMC's sliding fee scale for recreation activities found in the then-current version of the Park City Fee Schedule (or the most recent version that included the sliding fee scale), (iv) priority court bookings for Park City residents, (v) collaboration with after-school and summer youth programs, (vi) hosting a minimum of 4 fundraising events per calendar year benefiting local non-profits, (vii) additional parking stalls in excess of the daily operational needs of User/Operator (TBD connection to the Park City Sports Complex Parking Area) (viii) new sales and other taxes collected by the public which, but for the construction of the Improvements on the Premises, would otherwise not be achieved.

**MAINTENANCE OF OFF-PREMISES IMPROVEMENTS:**

PCMC agrees to maintain any improvements constructed by Tenant which will be located outside of the Premises, specifically including any path or pedestrian connections outside of the Premises as defined in the Public Benefits section.

**PCMC OBLIGATIONS AND REQUIREMENTS:**

PCMC (i) will use reasonable efforts to make a modification of the traffic light at the intersection of Kearns Boulevard and Round Valley Drive to provide for a protected left turn for north heading traffic turning left (west) onto Round Valley Drive; (ii) will use reasonable efforts to relocate or remove the gate on Gillmor Way so that the Premises is accessible from two directions; and (iii) shall allow additional directional/ informational/ wayfinding signage at key locations similar to existing signage in the area. Specific sign requirements and locations to be further defined during the Due Diligence Period.

**SIGNAGE:**

Upon municipal approval, Tenant and or the User/Operator shall have the right to install signage on the storefront and the sides of the building, subject to compliance with any CC&Rs and city ordinances. Tenant and/or the User/Operator shall be allowed to pursue the maximum amount of signage allowed, subject to compliance with any CC&Rs and city ordinances.

**ASSIGNMENT:**

1. Except for Permitted Transfers (as defined below), Tenant shall not voluntarily or involuntarily assign, transfer, or encumber the Lease or any interest therein, without the written consent of PCMC. If the consent of PCMC is required for a Transfer and is not obtained, then any person to whom any Transfer is attempted without the consent of PCMC shall have no claim, right, or remedy whatsoever hereunder against PCMC, and PCMC shall have no duty to recognize any person claiming under or through the same. PCMC's consent to one conveyance, assignment, or transfer will not waive the requirement of their consent to any subsequent conveyance, assignment, or transfer.

2. Request for Consent. Except for Permitted Transfers (as defined below), if Tenant requests PCMC's consent to a specific conveyance, assignment, or transfer (but only to the extent the Transfer is being made to a Qualified Transferee (as defined below)), Tenant shall provide to PCMC: (a) the name and address of the proposed transferee; (b) a copy of all proposed conveyance, assignment, or transfer instruments and other legal agreements involved in effecting a transfer; (c) reasonably requested information about the nature, business, and business history of the proposed transferee; (d) banking, financial, or other credit information, and references about the proposed transferee sufficient to enable PCMC to determine the financial responsibility and qualifications of the proposed transferee; and (e) an instrument in writing reasonably satisfactory to PCMC and in recordable form wherein the proposed transferee expressly assumes all of the obligations of the Tenant arising after the transfer date. Upon the granting of any consent by PCMC with respect to a conveyance, assignment, or transfer by Tenant, the Lease shall be binding upon and inure to the benefit of PCMC, the transferee of Tenant, and their respective successors and permitted assigns.

3. Permitted Transfers. Notwithstanding the foregoing section, except to the extent that any of the following constitutes a Prohibited Transfer (defined below), no consent of PCMC shall be required for any of the following Transfers (each a "Permitted Transfer"), and none of the following shall constitute a default hereunder:

(a) A Transfer to a Qualified Transferee, provided that reasonable documentation showing that the requirements for a Qualified Transferee are satisfied has been provided to PCMC at least fifteen (15) days prior to the effective date of such Transfer, together with the materials required under Section 2 above. As used herein, a



“Qualified Transferee” means a person, entity, and/or affiliates that, at the time of such Transfer:

- (i) has a tangible net worth (together with any affiliates providing a guaranty of the Lease) (determined in accordance with GAAP consistently applied) Two Million Five Hundred Thousand (\$2,500,000) as adjusted for any increase in the CPI every five (5) Lease Years;
- (ii) has liquid assets equal to or in excess of two hundred fifty thousand dollars (\$250,000) at the time of such transfer (as evidenced by financial statements delivered to PCMC);
- (iii) has been engaged in the ownership and management of commercial real estate properties for a period of at least five (5) years, and (a) has owned or presently owns or operates a portfolio of commercial real estate with an aggregate total of at least 250,000 rentable square feet of space (not including the Premises) or (b) has owned or presently owns and operates a portfolio of commercial real estate whose aggregate commercial value exceeds \$10 Million (\$10,000,000) in Market Value (not including the Premises);
- (iv) is not a Prohibited Person (as defined herein), and no Affiliate of the transferee or any principal or executive officers of the transferee, is a Prohibited Person (as defined herein);
- (v) expressly agrees to assume the obligations of the Tenant under this Lease, and to operate the Premises according to the Permitted Use; and
- (vi) participates in the Permitted Transfer in good faith and for a proper purpose without the intention to defraud PCMC, or otherwise abrogate or impair any right or benefit inuring to PCMC under the Lease.

(b) An assignment of the Lease to an affiliate, parent or subsidiary that assumes all of Tenant’s obligations under the Lease concerning the Property and the Project.

(c) An assignment of the Lease to a lender as security in connection with any financing obtained by the Tenant.

(d) In the event of such Permitted Transfer, Tenant shall be released from all of its obligations under the Lease, and Guarantor (if applicable) shall be released from all of its obligations under the Guaranty (if applicable) and the Lease.

4. Prohibited Transfers. Notwithstanding anything to the contrary contained herein, the following Transfers (even if they otherwise meet the definition of “Permitted Transfer”) shall not be permitted without the written consent of PCMC, which may be granted, withheld or conditioned in PCMC’s sole discretion (each a “Prohibited Transfer”):

(a) A Transfer to a Prohibited Person. As used herein, a “Prohibited Person” means a Person (defined as an individual or entity) that,

taken together with its Affiliates and their respective principals and executive officers, at the time of such Transfer:

- (i) Is listed on a Schedule attached to the Lease, or is a successor to any entity listed thereon;
- (ii) Has previously been convicted, or is under indictment, in a criminal proceeding for a felony related to moral turpitude or fraud or financial mismanagement or under any Anti-Terrorism Law;
- (iii) Is or has previously been adverse to PCMC in any lawsuit or other legal proceedings, excluding any lawsuit or other legal proceeding pursued to exercise said Person's codified rights that have been otherwise withheld or delayed by PCMC in contravention of applicable law;
- (iv) Is currently debarred from doing business with PCMC or any other governmental entity; provided that the Parties acknowledge that the Tenant will be and is authorized to rely on a prospective transferee's representation that it is not debarred as set forth above with such reliance not imposing any liability or adverse consequence against Tenant by PCMC; or
- (v) Has attempted to invalidate, terminate or impede, failed to permit, or otherwise unreasonably challenged or unreasonably delayed the exercise of a right of first offer or purchase option with a sponsor or governmental entity pursuant to the terms of any written agreement for such right of first offer or purchase option.

(b) Any Transfer prohibited by law.

(c) Any Transfer that would result in the Premises being used for any purpose other than the Permitted Use.

**LEASE DRAFT:**

The initial form will be provided by Tenant and is subject to Landlord review.

**ONE TIME RIGHT OF FIRST OFFER:**

Tenant cannot sell or transfer the leasehold interest in the Property and Premises until at least two years following issuance of the Certificate of Occupancy. After two years following the Certificate of Occupancy, at any point that Tenant or a successor tenant decides that it plans to sell the leasehold interest in the Property and the Premises, Tenant shall provide notice to PCMC in writing of its intention to sell and PCMC shall have a Right of First Offer for the purchase of the Premises. PCMC will have ninety (90) days to respond with an offer to purchase the Premises. Failure of PCMC to respond or to provide an offer within such time shall be deemed a waiver by PCMC of its Right of First Offer after such a notice for a sale from Tenant. If Tenant does not sell and transfer the leasehold interest in the Property and the Premises within two years of delivery of its notice of intent to sell to PCMC, the requirement of notice and PCMC's Right of First Offer under this section will be reinstated and must be fulfilled prior to any sale. PCMC's Right of First Offer will

also be reinstated immediately following any sale of the leasehold interest in the Property and the Premises. Upon receipt of PCMC's purchase offer, Tenant may, in its sole discretion, decide to accept, reject, or negotiate further PCMC's offer.

**BINDING PROVISIONS:**

With the exception of the Exclusive Negotiation clause which shall be binding upon the parties upon execution of this letter, this Memorandum of Understanding is a non-binding document and is intended only as a mutual expression of PCMC and Tenant's desire to negotiate in good faith with the intent of entering into a mutually satisfactory Lease.

**AGREED & ACCEPTED BY:**

**TENANT:**  
**Wadsworth Acquisitions, LLC**

Signed by:  
BY: Robert Booth  
NAME: Robert Booth  
TITLE: VP of Development  
Date: 9-8-2025

**LANDLORD:**  
**Park City Municipal Corporation**

Signed by:  
BY: Jodi Emery  
NAME: Jodi Emery  
TITLE: Interim City Manager  
Date: September 5, 2025



**Exhibit B**

**Exterior Rendering of the Premises**



## City Council Staff Report

**Subject: EngineHouse Public Benefit Analysis 2025 Update**  
**Author: Sara Wineman and Ryan Blair**  
**Department: Housing and Economic Development**  
**Date: November 6, 2025**



## Recommendation

- (I) Consider the formal public benefits analysis and study under the legal criteria for the appropriation of additional funds in the amount of \$754,497 towards the EngineHouse affordable housing project,
- (II) hold a public hearing, and
- (III) consider whether to approve the appropriation.

## Executive Summary

This report serves as a continuation of the previous Staff Report presented to Council. Additions and clarifications made since the last version are shown in red for ease of reference.

Following Council guidance provided on October 16, 2025 ([Staff Report](#) | [Media 1:57](#)), staff, in coordination with Councilmember Parigian, the Housing Liaison, met with JF Enginehouse Partners, LLC (JF) to discuss revised terms.

Council requested that staff:

1. Reevalue the previously presented terms from October 16, 2025,
2. Analyze the feasibility of a master lease structure, and
3. Assess City employee demand for the proposed units.

## Legal Framework

Under Utah Code § 10-8-2(1)(a)(i), municipalities may appropriate funds and resources for “corporate purposes only.” A corporate purpose is one that, “in the judgment of the 2 municipal legislative body, provides for the safety, health, prosperity, moral well-being, peace, order, comfort, or convenience of the inhabitants of the city.” Utah Code § 10-8-2(3).

When there is an expenditure or transfer of property that is not approved as a line item in a budget or budget amendment, or is not (as here) objectively in exchange for the City receiving fair market value, then a municipal legislative body must make a separate determination, after a study is conducted and published and after holding a public hearing, that the appropriation is for an appropriate corporate purpose.

Generally, the municipal legislative body establishes the criteria it uses to make a determination of appropriate corporate purpose when considering a public benefits



analysis. Utah Code § 10-8-2(3)(b)(i). The legislative body is directed by law to measure the value received “on a project-by-project basis over the life of the project” and “may consider intangible benefits received by the municipality in determining net value received.” Utah Code § 10-8-2(3)(a), (c). Notably, the legislative determination of value received “shall be presumed valid unless it can be shown that the determination was arbitrary, capricious, or illegal.” Utah Code § 10-8-2(3)(b)(ii).

One purpose of the public benefits analysis process is to ensure transparency. Where, as here, the entity receiving the benefit is a for-profit entity, a study (“Study”) that demonstrates the purpose for the appropriation must be undertaken and posted for review by the public at least 14 days before the public hearing. Utah Code § 10-8-2(3)(e). The following factors are to be considered in the Study:

- (i) what identified benefit the municipality will receive in return for any money or resources appropriated.
- (ii) the municipality’s purpose for the appropriation, including an analysis of the way the appropriation will be used to enhance the safety, health, prosperity, moral well-being, peace, order, comfort, or convenience of the inhabitants of the municipality; and
- (iii) whether the appropriation is necessary and appropriate to accomplish the reasonable goals and objectives of the municipality in the area of economic development, job creation, affordable housing, blight elimination, job preservation, the preservation of historic structures and property, and any other public purpose.

Utah Code § 10-8-2(3)(e)(i)-(iii) (emphasis added). The following Study examines the current JF request under each of these factors.

## **Study: Public Benefits Analysis**

### **Factor 1: Identified Benefits**

Based on the documented housing needs assessment, the June 22, 2023 public benefit analysis identified 8 benefits to the City of the original EngineHouse affordable housing project appropriation , which are summarized below. We consider these to be a valid measuring tool for analyzing JF’s additional funding request because the City can further support and preserve these benefits.

1. Affordable Housing Units
  - a. The neighborhood will be provided with a new housing resource known as “EngineHouse” which will consist of 123 new rental housing units. Of those, 99 units will be affordable [and] deed restricted.
  - b. Affordable units will be offered at 60% AMI, well below the current market rental rate.



2. Market-Rate Housing Units
  - a. 24 units will consist of market-rate units.
  - b. The integration of affordable and market-rate units creates a diverse and dynamic community in the core of Park City.
3. Publicly Accessible Open Courtyard Green Space
  - a. The EngineHouse will provide approximately 20,000 square feet of greenspace entryway that remains open to the public year-round. This amenity will provide an outdoor social gathering area for residents of EngineHouse and the neighborhood alike.
4. Promotion of Alternative Transportation
  - a. EngineHouse provides 500 square feet of internal bicycle storage and e-bike charging facilities for residents, which will accommodate 50+ bicycles.
  - b. Additionally, bicycle parking and storage are available external to the facility for residents, guests, and neighbors with space for up to 15 bicycles.
  - c. The EngineHouse's Condition of Approval also offers the potential for Summit County Bike Share to provide a location onsite if it so chooses.
5. Music and Child Playrooms
  - a. EngineHouse will provide interior rooms for music study and child play areas available for residents.
6. Electric Vehicle Charging Stations
  - a. The development provides a minimum of two electric vehicle charging stations with accommodation of future growth to 20 charging stations.
7. Rideshare Integration
  - a. The EngineHouse site plan provides two dedicated surface parking spaces for rideshare services.
8. Accommodation for Future Roadway Infrastructure
  - a. The development's site plan also accommodates future infrastructure investment in Munchkin Road, which will significantly increase connectivity in the Bonanza Park area. The site plan also provides for the accommodation of increased pedestrian connectivity on Homestake Road.

As an additional benefit in return for JF's present appropriation request, JF will offer PCMC **six (6)** "floating" market rate units for employees of PCMC as follows:

- EngineHouse will set aside **six (6)** market rate units for PCMC employees. All market rate units include one (1) parking space at the standard additional cost to the tenant.
- Once a set-aside unit becomes available (e.g. notice to vacate issued), JF will notify PCMC of the upcoming available unit. The Unit floorplan (1-, 2- or 3-bedrooms) and location will be subject to the specific availability at that time. PCMC will then have 30 calendar days to provide an applicant for the available unit.
- If no acceptable applicant is identified by PCMC within 30 days of the notice, the unit will be released from the set-aside and made available for rent by the general public.

- If an applicant is presented but does not qualify for the available unit, PCMC will have the option to present a subsequent applicant; however, under no circumstances will the unit be held but not rented for more than 30 calendar days.
- Applicants must be PCMC employees at the time of application. If a PCMC employee leaves employment during their lease term, they may remain in their unit; however, that unit will no longer count toward the three-unit PCMC allocation after lease renewal. JF will offer the next available unit to a PCMC employee until the three-unit allocation is restored.
- PCMC has the right to lease a unit and assign it in the future to an employee, but any future employee must go through the appropriate application screening for approval before the lease is assigned.
- Rental pricing will be set at the time units become available, based on current market rates for the respective floorplan, and may increase annually upon renewal. PCMC units will be treated equitably with all other market-rate units.
- In the event a unit is released to the general public and the PCMC employee set-aside unit count falls below three (3), then the next available market rate unit will be offered to a PCMC employee under this process (unless the project is obligated to fulfill the “Next Available Unit Rule” per Section 42 of the IRS code).
- The employee set-aside program will comply with all compliance, statutory, or other regulatory requirements under the fair housing programs, as well as compliance with the project’s debt, tax credit, and other capital obligations. In the event of conflict, compliance, statutory, or other regulatory requirement, including capital obligations, will take priority.
- This program will be mutually exclusive from the ninety-nine (99) deed-restricted Section 42 units.

JF has proposed an additional public benefit by repainting the 4th floor of the building. While City Council may propose preferred colors, the final selection will require approval from JF’s design team.

If all necessary approvals are obtained from City Council, and JF’s design team, repainting is expected to occur in Spring or Summer 2026, weather permitting. This public benefit enhances the building’s appearance and contributes to the overall project aesthetics.

## **Factor 2: Purpose**

Continued support of EngineHouse will help expand the stock of deed-restricted affordable housing and create a fundamental investment in the core of Park City, allowing residents to live in an area with direct access to Park City’s transit and trails, shopping and dining, public transit, schools, and more. In addition, the opportunity to access 3 market rate units for City employees could not otherwise be achieved without a “master lease” approach with the City incurring the risk and administrative responsibilities. By making it possible for employees to live within Park City, the additional units strengthen the City’s ability to recruit and retain talent, while reducing long commutes that contribute to traffic congestion and environmental impacts. Living

closer to work also relieves stress and uncertainty of securing housing in a highly competitive market, creating stability for employees and supporting a stronger connection to the community they serve.

### **Factor 3: Necessary and Appropriate to Accomplish Reasonable Goals and Objectives.**

Under this factor, Council must evaluate “whether the appropriation is necessary and appropriate to accomplish the reasonable goals and objectives of the municipality in the area of economic development, job creation, affordable housing, blight elimination, job preservation, the preservation of historic structures and property, and any other public purpose.”

The City has an urgent need for affordable housing as demonstrated in the June 22, 2023 Study. The EngineHouse project is set to open before the end of this year and will deliver on its promise of 99 deed-restricted units. The development of the EngineHouse affordable housing project will provide opportunities for housing units at 60% of AMI, constructed using a sustainability EUI rating of 28, and provide a catalyst for the evolution of the Bonanza Park Area, thus satisfying the City’s goals of thoughtful economic development and affordable housing. With the addition of 3 units set aside for City employees, it serves the City’s goals of recruitment and retention of employees. The costs to the City of providing below-market terms and the additional funds requested to offset the expense incurred under our prior ordinance are outweighed by both the tangible and intangible benefits to the City.

We recommend that the Council approve the appropriation of the requested funds for the public purpose of accomplishing the City’s goals and objectives in the area of economic development, job creation, affordable housing, and job preservation.

### **Analysis**

#### **PCMC Employee Analysis**

Per Council direction, staff analyzed full-time PCMC employee wages relative to workforce wages (WFW), area median income (AMI), and the number and percentage of employees within each income bracket (see Figure 1).

Market-rate rental units are proposed to start at approximately 80% AMI. Based on the data:

- Approximately 52% of employees could afford these units while spending no more than 30% of their income on rent, assuming they are seeking housing in Park City. *(Note: 30% of income is a standard threshold for housing affordability.)*
- A prior survey, completed in September 2022, indicates that over 50 employees have expressed interest in living within municipal boundaries, suggesting meaningful demand for these units.

#### Implications:

- The proposed units are expected to provide significant benefit to PCMC employees by increasing access to affordable housing close to work.
- Initial rent-up may be gradual, as some employees may need to wait for current leases to end or may not be ready to move at the time of lease-up in January 2026. This does not diminish the long-term value of the units.
- Monitoring the first year of occupancy will provide insight into actual employee demand and inform any future adjustments to unit allocation or lease structure.

Wage Ranges for FTR PCMC Employees					
% of WFW	% of AMI	Income Ranges		# of City FTE	% of City FTE
89% or less	45% or less	\$42,488	and less	0	0%
90% to 118%	46% to 60%	\$42,489	to \$70,812	69	19%
119% to 157%	61% to 80%	\$70,813	to \$94,416	105	29%
158% to 197%	81% to 100%	\$94,417	to \$118,020	111	31%
198% to 236%	101% to 120%	\$118,021	to \$141,624	38	10%
237% to 295%	121% to 150%	\$141,626	to \$177,030	20	6%
More than 295%	More than 150%	\$177,031	and higher	19	5%
				362	

*Figure 1: Wage Ranges for Full-Time Regular PCMC Employees*

#### Master Lease Analysis

A master lease structure involves the City leasing one or more units from the developer and then subleasing them to eligible employees. This approach provides flexibility to control unit availability and ensures alignment with workforce housing needs.

- Pros of a Master Lease:
  - Guarantees a certain number of units for City employees.
  - Provides control over unit availability and tenant selection.
  - Can be adjusted month-to-month or year-to-year based on employee demand.
  - Allows the City to respond quickly to staffing or hiring needs.
- Cons of a Master Lease:
  - Requires the City to commit funding upfront for the leased units.
  - Adds administrative burden for managing leases and coordinating subtenants.
  - Risk of underutilization if employee demand is lower than anticipated.
  - Potential financial exposure if the City is obligated to pay for vacant units.

Staff recommends using the first year to monitor employee demand for these units. Before the first-year renewal, the City Council can reevaluate whether to implement a master lease for some or all units, if any of the City's dedicated units become available

at renewals. The current deal structure allows flexibility for short-term master leases, as brief as one month, if there are staffing needs requiring units to be reserved in advance.

## **Funding**

The City's budget team has identified two capital projects that could serve as a source of funding. The first is CP0267 Soil Remediation and the second is CP0588 Housing Program Public Private Partnership funding source. Council could also direct staff to appropriate the funds from another source through a budget adjustment.

## **Exhibits**

*A      DRAFT Letter of Intent (LOI)*

## Letter of Intent

This Letter of Intent ("**LOI**") is made by and between JF EngineHouse Partners, LLC, a Utah limited liability company ("**Lessor**"), and Park City Municipal Corporation, a Utah municipal corporation ("**PCMC**"). It outlines the principal terms for a potential lease of market-rate residential units located in Park City, Utah, at Lessor's project, EngineHouse Apartments (the "**Project**"), and serves as a framework for future lease opportunities for PCMC employees. This LOI is non-binding until both (i) this LOI and (ii) the Lessor's full request for an appropriation of funds towards the Project are expressly approved by the City Council.

### Term

This LOI will be effective as of the date the last party signed as indicated by the date associated with that party's signature. The term of this LOI extends through the Lease Term under the Lease Agreement between PCMC and Lessor dated September 8, 2023 ("**Ground Lease**"), as long as the Ground Lease is in effect, unless otherwise terminated by agreement of the parties in writing, or as provided herein.

### Lease Allocation for City Employees

It is understood and agreed that Lessor will allocate six (6) market-rate residential units for lease by PCMC employees, or to PCMC directly pursuant to a mutually agreed upon master lease. If a PCMC employee is no longer employed by PCMC, whether voluntarily or involuntarily during the term, such unit shall not count toward the City's allocation upon lease renewal, but shall continue to do so for the remainder of the then-current lease term. Upon expiration or earlier termination of that lease, the Lessor may make the unit available for lease to the general public or other eligible lessees.

### First Option to Lease Market-Rate Units

This Letter of Intent establishes that, upon the availability of a market-rate unit within the Project, PCMC shall be granted the first option (the "**First Option to Lease**") for its employees to lease such unit before it is offered to the general public. PCMC shall notify the Lessor of its intention to exercise this option within thirty (30) calendar days after receiving the Lessor's notice of availability.

Should the Lessee decide to exercise this first option to lease, the terms and conditions of the lease shall be consistent with those generally offered to the public, subject to any modifications agreed upon by the Lessor and the Lessee in writing. This provision is intended to facilitate the Lease Allocation for City Employees, ensuring that City employees have access to units within Project.

### **Timing for Market-Rate Units Availability**

PCMC acknowledges that there may be a delay between the time a market-rate unit becomes available and when it can be applied toward the City allocation of six (6) units, and that such timing may vary. It is further understood that during such periods of delay, the Lessor shall not be deemed in breach of any obligation to provide immediate availability of market-rate units to the PCMC. The Lessor agrees to notify PCMC of the availability of market-rate units and the anticipated timeline for their inclusion in the City allocation as soon as practicable.

PCMC shall have the First Option to Lease any such market-rate units, up to its allocation of six (6) units, subject to the terms contained herein and in any definitive agreement governing the transactions contemplated herein.

### **Leasing Timelines**

To ensure a fair and efficient leasing process, the following timelines apply to notice, application, screening, and lease execution:

- PCMC shall have thirty (30) calendar days after Lessor's written notice of unit availability to exercise its First Option to Lease. Upon exercise, the parties shall have fifteen (15) days to complete applicant submission, Lessor's standard screening and approval process, and lease execution.
- If a City-nominated candidate has submitted a complete application and is undergoing Lessor's standard screening and qualification procedures, the commitment/execution period shall automatically extend to coincide with the completion of such screening. The City's First Option to Lease shall not expire while an in-process applicant is pending final review by Lessor.
- If the City-nominated candidate is denied by Lessor during screening, Lessor shall promptly notify PCMC, and the City shall receive a new thirty (30) day period to nominate and advance a replacement candidate. If a candidate withdraws or fails to complete the application, PCMC shall have an additional twenty (20) calendar days from the date of withdrawal to advance a backup eligible candidate for the same unit, provided that in no event shall the total period for securing a replacement tenant on any available unit exceed fifty (50) calendar days from the Lessor's initial notice of availability, unless extended by mutual agreement. All



applications and screenings must be diligently pursued by both parties.

PCMC and Lessor acknowledge that the intent of this process is to minimize unit vacancy, and that PCMC will make commercially reasonable efforts to maintain standby candidates or a waitlist to facilitate timely placement. These timelines are intended to foster a cooperative and efficient leasing process between Lessor and Lessee.

### **Process to Secure Available Market Rent Units**

The Lessee agrees to the following steps in securing a market rent unit:

- Written notice by the Lessor of available market rent units to PCMC.
- Selection by PCMC, or its employee, of a unit from the available units identified by the Lessor.
- Decision by PCMC to either:
  - Directly refer a qualified employee to the Lessor for leasing the unit, or
  - Enter into a lease agreement as the 'tenant' with the right to sublease the unit to a qualified employee, subject to the Lessor's approval.
- Execution of the lease agreement by the Lessee and the Lessor, including unit-specific terms and the agreed leasing arrangement, within the applicable timelines.

The Lessee's right to secure a market rent unit is subject to unit availability and the Lessor's approval of the proposed tenant or sublease arrangement. All lease agreements and sublease arrangements must comply with applicable laws and regulations of the State of Utah.

**Assignment of Leased  
Units to Future  
Employees**

As applicable, Lessee may sublease an allocated unit only to its employees and only with Lessor's prior written consent (not to be unreasonably withheld, conditioned, or delayed). Any sublease is subject to the master lease and sublease, Lessor's standard screening and approval criteria, and applicable law. Upon cessation of the occupant's employment with the City, no renewal or extension of a subleased unit shall occur.

The Lessee may lease a unit for assignment to a designated future employee; however, no assignment or occupancy may occur unless and until such employee completes the Lessor's standard application and screening process and is approved in writing by the Lessor.

All such assignments and approvals shall comply with applicable laws and regulations of the State of Utah and the Lessor's rental criteria.

Should the Lessee terminate the employment of any employee to whom a subleased unit has been assigned, the Lessee must notify the Lessor immediately. PCMC may, in its discretion, either (a) terminate the lease in accordance with its terms or (b) approve assignment of the lease to another qualified employee of the Lessee, in each case subject to the Lessor's standard application and screening process.

**Rent**

Rent payable will equal the Lessor's then-current market-rate rent for the applicable unit type, as established by the Lessor in the ordinary course of business at the time of lease execution or renewal. Annual increases will be as set forth in the applicable lease. Other lease terms will be substantially identical to the terms in other market-rate units in the Project.

**Miscellaneous**

Lessor shall not assign any portion of its performance under this LOI without PCMC's written consent, except if Lessor assigns any portion of its rights and obligations under the Ground Lease, then Lessor shall cause this LOI to be assigned to the same party.

This LOI constitutes the entire understanding between the parties regarding the subject matter of this LOI.

To be effective, any modification to this LOI must be in writing and signed by both parties. No waiver under this LOI 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.

Nothing in this LOI is intended to grant rights of any kind to any non-party or create third-party beneficiary rights of any kind.

**Repainting**

As part of this LOI, Lessor agrees to repaint the 4<sup>th</sup> floor exterior of the Project in a color selected by Lessor in the spring or summer of 2026, weather permitting.

## Notices

Notice Addresses. For a notice or other communication to a party under this LOI to be valid, it must be addressed using the information specified below for that party or any other information specified by that party in a notice delivered in accordance with this section.

To PCMC:

Park City Municipal Corporation  
P.O. Box 1480  
Park City, UT 84060-1480  
Attn: City Attorney's Office  
[PCMC\\_Notices@parkcity.org](mailto:PCMC_Notices@parkcity.org)

With a copy to:  
PCMC Housing Department  
Attn: Sara Wineman  
[Sara.Wineman@parkcity.gov](mailto:Sara.Wineman@parkcity.gov)

To Lessor:

JF EngineHouse Partners, LLC  
Attn: Development Team  
1216 W Legacy Crossing Blvd, Ste. 300  
Centerville, UT 84014  
[jake@jfisherco.com](mailto:jake@jfisherco.com) and [matt@jfisherco.com](mailto:matt@jfisherco.com)

Delivery. A notice or other communication under this LOI will be effective if it is in writing and received by the party to which it is addressed. It will be deemed to have been received as follows: (1) upon receipt as stated in the tracking system of a delivery organization that allows users to track deliveries; (2) when the intended recipient signs for the delivery; (3) when delivered by email to the intended recipient with a read receipt, an acknowledgement of receipt, or an automatic reply.

Refusal or Inability to Deliver. If the intended recipient rejects or otherwise refuses to accept delivery, or if it cannot be delivered because of a change of address for which no notice was given, then delivery is effective upon that rejection, refusal, or inability to deliver.

## Compliance with IRC Section 42

The terms of the transaction contemplated herein are at all times subject to the Project's overall compliance with Section 42 of the Internal Revenue Code. If, at any time, the transaction contemplated herein is out of compliance with said section, then Lessor shall have the right to adjust or terminate the transaction.

*[Remainder of page left intentionally blank. Signature page follows.]*

IN WITNESS WHEREOF, PCMC and Lessor have accepted the terms of this LOI as of the latest date set forth below.

**PCMC**

PARK CITY MUNICIPAL CORPORATION,  
a Utah municipal corporation

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

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

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

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

**LESSOR**

JF ENGINEHOUSE PARTNERS, LLC,  
a Utah limited liability company

By: JF EngineHouse Member, LLC

Its: Managing Member

By: J. Fisher Companies, LLC

Its: Manager

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

Name: Owen Fisher

Its: Manager

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

## City Council Staff Report

**Subject:** Clark Ranch Conservation Easement  
**Author:** Luke Cartin  
**Department:** Lands and Sustainability  
**Date:** November 6, 2025



### Executive Summary

Clark Ranch, located near Quinn's Junction, is made up of multiple parcels totaling over 340 acres. The property was purchased by Park City in late 2014 using proceeds from the 2015 Sales Tax Revenue Bond, a portion of which was dedicated to open space acquisition. At the time of purchase, City Council directed staff to work with the Citizens Open Space Advisory Committee (COSAC) to evaluate the property and recommend long-term strategy. Council also directed staff to pursue a conservation easement in collaboration with Utah Open Lands (UOL) to ensure the land's scenic, ecological, and recreational values were permanently preserved and to reflect COSAC's recommendations.

Staff, in coordination with UOL, have the conservation easement for your consideration to adopt or provide direction.

### Analysis

Utah Open Lands was awarded the contract for the Clark Ranch conservation easement on March 19, 2015. UOL worked in collaboration with COSAC over the course of 7 meetings and a site visit to balance community needs, conservation values, and public input. COSAC discussions about municipal needs included water treatment drying beds to public works facilities, a fire or police station, and potentially affordable housing. At a March 3, 2016 City Council work session, COSAC presented their recommendation of a conservation easement for all parcels, except for a potential 10-acre area directly adjacent to the upcoming Park City Heights development for municipal needs.

Conservation easements are tailored to the land they protect. This perpetual easement between Park City and UOL focuses on the conservation values, which include its scenic open space, ecological habitats (wetlands and wildlife corridors for species like the greater sage grouse and mule deer), community heritage, and public recreation. If adopted, Utah Open Lands will monitor and report back to the City on compliance with the conservation easement and will work with the city to create a "Clark Ranch Active Management Strategy."

### What the easement allows (permitted uses)

The easement allows for uses consistent with the conservation goals, primarily focusing on public, human-powered recreation and ecological management. It preserves public access and allows for the construction and maintenance of trails and parking for hiking,

biking and winter use. It also allows the City to manage invasive weeds and reduce wildfire risk. Limited event use is allowed.

*What the easement prohibits (prohibited uses)*

Permanent restrictions prevent the destruction of the property's protected values. The easement prohibits development and subdivision. It forbids new roads on the property. It prohibits alteration of the wetlands and springs and restricts campfires and unapproved motor vehicle uses.

In short, this easement is the final step in ensuring Clark Ranch remains a protected natural, scenic, and recreational asset for Park City and the public, backed by a non-profit conservation group with the legal authority to enforce these permanent restrictions.

*Area not covered by the Conservation Easement:*

The Conservation Easement does not include 15 acres of the Clark Ranch Property adjacent to the Park City Heights subdivision. This balances impacts and respects the current land use process and proposed zone change for an Affordable Development. Any undeveloped property in the 15 acres is recommended to become open space to serve as a buffer to neighboring properties.

**Exhibits**

A      *Clark Ranch Conservation Easement*



When Recorded Return to:  
Utah Open Lands  
1488 South Main Street  
Salt Lake City, UT. 84115

**Park City's Clark Ranch Preserve  
Deed of  
Conservation Easement**

This DEED OF CONSERVATION EASEMENT ("Easement") is made and given by PARK CITY MUNICIPAL CORPORATION ("Grantor"), having an address of 445 Marsac Avenue, P.O. Box 1480, Park City, Utah 84060, to UTAH OPEN LANDS CONSERVATION ASSOCIATION ("Grantee"), having an address of 1488 South Main Street, Salt Lake City, Utah 84115, to be held and enforced in perpetuity for the benefit of the public in accordance with the terms and for the conservation purpose set forth herein.

WITNESSETH:

WHEREAS, Grantor is the owner of a certain tract of land, located in Park City, Summit County, Utah, known as Clark Ranch and described in the Legal Description and Map attached hereto as Exhibit A and by this reference made a part hereof (the "Property");

WHEREAS, it is the purpose of this Easement and the intention of both Grantor and Grantee to forever protect and preserve the scenic, ecological, water resource, wetland and wildlife habitat, public recreational, and open space values of the Property;

WHEREAS, perpetual protection and preservation of the aforementioned values of the Property through this Easement will provide significant benefits to the public as recognized in the Utah Land Conservation Easement Act (Utah Code § 57-18-1 et seq.), and Grantor intends to convey this Easement under the statutory provisions of that Act and other applicable provisions of Utah statutory and common law;

WHEREAS, a portion of the Property was purchased with restricted open space proceeds from a 2015 bond;

WHEREAS, Grantor and Grantee agree that this Easement constitutes a public charitable trust that is to be held and enforced forever by Grantee for the benefit of the public, including the citizens of Park City, the State of Utah, and the United States of America;

WHEREAS, the Property possesses unique and sensitive scenic, natural, ecological, forest, open space, water quality, watershed, riparian, wildlife habitat, community heritage, recreational, and educational values described in more detail in paragraphs A through F immediately below (collectively referred to as the "Conservation Values") of great importance to Grantor and Grantee, and which provide incalculable benefits to the public, including the citizens of Park City, the State of Utah, and the United States of America, and the granting of this Easement will result in the following:

- A. Protection of scenic, aesthetic and open space in accordance with Title 26 of the United States Code ("Internal Revenue Code") § 170(h)(4)(A)(iii) and 26 C.F.R. § 1.170A-14(d)(4) through the protection of views of the Property which can be seen from several vantage points along US highway 40 a highly traveled interstate and those views across the open sage brush steppe habitat are visible from travel along the highway 40 corridor;
- B. Protection and preservation of relatively natural habitat in accordance with Internal Revenue Code § 170(h)(4)(A)(ii) and 26 C.F.R. § 1.170A-14(d)(ii), including permanent surface water, in the form of rich functioning wetlands and the Property serves as priority habitats for wildlife species considered to be of concern for conservation in Utah. Of the listed priority Utah wildlife species, the following have been documented on or near the Property: greater sage grouse, which is considered a species of greatest concern, as well as habitat for mule deer (*Odocoileus hemionus*), Elk (*Cervus canadensis*), Moose (*Alces alces*) and Columbia spotted frog (*Rana luteiventris*). High priority habitat, as identified by the Utah Division of Wildlife Resources, exists on the Clark Ranch East property as abundant wetland habitat as the Property encompasses marsh and bog like features. The significance of habitat on this Property for great horned owls (*Bubo virginianus*), Northern harrier (*Circus cayneus*) and red-tailed hawks (*Buteo*

*jamaicensis*) as well as possible foraging for short-eared owls and Ferruginous hawk (*Buteo regalis*), raptors considered to be of conservation concern for Utah;

- C. Preservation of open space pursuant to clearly delineated governmental policies in accordance with Internal Revenue Code § 170(h)(4)(A)(iii) and 26 C.F.R. § 1.170A-14(d)(iii), as the protection of this property furthers policies of Park City planning goals to preserve the City's entry corridors and a portion of the Property's purchase price included proceeds from a bond passed in 2015 specific to open space funding;
- D. Protection of a historic land area by preserving the public's enjoyment of the unaltered nature of land that was homesteaded in the late 1800s and on which the remnants of an historic dairy barn still exists and which contributes to the overall cultural landscape of Park City;
- E. Protection of public recreational values in accordance with Internal Revenue Code § 170(h)(4)(A)(i) and 26 C.F.R. § 1.170A(d) (i), as the Property includes trails accessible to the general public to enable the public to experience wildlife viewing, mountain biking, Nordic skiing and other outdoor recreational and educational opportunities; and
- F. Protection of areas that act as buffers to existing areas of protected open space, increasing habitat values, as the Property is adjacent and in close proximity to protected open spaces including the associated open space acreage within Richardson Flat and the State Park Rail Trail;

WHEREAS, Grantee has conducted an inventory of the Conservation Values and the current condition of the Property, as documented in the Baseline Documentation Report, defined in Section III herein;

WHEREAS the property received unanimous approval from the City's Open Space Advisory Committee and was further reviewed by the committee with respect to recommendations for preserving the Conservation Values of the property;

WHEREAS, Grantor desires and intends that the Conservation Values of the Property be conserved and maintained by the continuation, initiation, or introduction of

activities on the Property that will not compromise the Conservation Values, including, but not limited to wildlife viewing, public recreation, education and access, historic and ecological interpretive use;

WHEREAS, Grantor, as the fee owner of the Property, holds the right to identify, conserve, enhance, and protect in perpetuity the Conservation Values of the Property;

WHEREAS, Grantor values the undeveloped nature of the property and its passive recreational wildlife habitat, scenic and public educational value;

WHEREAS, the State of Utah has recognized the importance of both public and private efforts to conserve and protect the state's natural resources by the enactment of Utah Code §§ 57-18-1 to 57-18-7;

WHEREAS, Grantee's mission is to conserve and protect open space and natural areas for ecological, scientific, historic, recreational, agricultural and educational purposes; and Utah Open Lands is a non-profit, tax exempt organization under Section 501(c)(3) of the Internal Revenue Code, and a qualified conservation easement holder under Utah Code Ann. § 57-18-3; and Grantee is a qualified organization under Section 170(h)(3) of the Internal Revenue Code to receive and hold conservation easements;

WHEREAS, Grantee has agreed to accept this Easement upon the condition and understanding that the mutual intentions of the Grantor and Grantee regarding the future uses and preservation of the Property as expressed in this Easement shall be forever honored and defended; and

WHEREAS, the parties desire that any interpretation of this Easement be construed to further the conservation, protection, and enhancement of the Property's Conservation Values.

NOW, THEREFORE, in consideration of the recitals as set forth above and the covenants, terms, conditions, and restrictions contained herein, which the Parties hereby agree constitute adequate consideration for this Easement, and pursuant to the laws of the State of Utah and in particular Utah Code § 57-18-1 et seq., Grantor hereby voluntarily and irrevocably gifts, grants, and conveys to Grantee and its successors in interest a PERPETUAL CONSERVATION EASEMENT to be held and enforced for the

benefit of the public, including the residents of Park City, the State of Utah, and the citizens of the United States of America. This Easement is made over and across all of the Property to forever preserve and protect the Conservation Values. This Easement shall forever bind Grantor, Grantee, and their successors in interest and assigns. This Easement is granted in perpetuity and any mortgage lien or other encumbrance, other than an encumbrance of record existing on the effective date of this Easement or an encumbrance determined by an appropriate court to have been in existence on the effective date of this Easement, shall be subordinate to all rights, terms, conditions, and intentions of this Easement, including Grantee's right to enforce the perpetual protection and preservation of the Conservation Values described herein. The scope of this Easement is set forth in this deed.

## **SECTION I – CONSERVATION PURPOSE**

The purpose of this Easement is to forever protect and preserve the Conservation Values of the Property by prohibiting any use of the Property that may materially impair or interfere with such protection and preservation (the "Conservation Purpose"). The Parties agree that the Conservation Values are not likely to be materially adversely affected by the continued use of the Property as authorized in Section V to this Easement. Grantor and Grantee intend that this Easement will confine uses of the Property to only those activities that are consistent with the Conservation Purpose.

## **SECTION II - RIGHTS OF GRANTEE**

To accomplish the Conservation Purpose, Grantor hereby conveys the following rights, without restriction, to Grantee, which rights shall be in addition to and not in limitation of any other rights and remedies available to Grantee:

- A. to identify, preserve, and protect in perpetuity the Conservation Values consistent with the terms of this Easement and consistent with any third-party rights of record in and to the Property that were not subordinated to the terms and conditions of this Easement on the effective date of this Easement;
- B. to prevent Grantor or third persons (whether or not claiming by, through, or under Grantor) from conducting any activity on or use of the Property that is not

consistent with the terms of this Easement, and to require Grantor or third persons to restore any areas or features of the Property that may be damaged by an inconsistent activity or use;

- C. to enter upon the Property at reasonable times and in a reasonable manner to monitor Grantor's compliance with and otherwise enforce the terms of this Easement;
- D. to enter onto the Property in the case of an emergency as determined by Grantee, in which event Grantee shall notify Grantor prior to entering onto the Property, if possible, or as soon thereafter as is reasonably practical;
- E. to obtain any remedy at law, injunctive and other equitable relief, or other available remedy or relief against any violations, including restoration of the Property to the condition that existed prior to any such violation;
- F. to enforce this Easement in the case of breaches by Grantor or by third persons (whether or not claiming by, through, or under Grantor) by appropriate legal proceedings, after providing Grantor with reasonable notice and a reasonable opportunity to cure as provided in Section IX;
- G. to erect signage at such locations on the Property, as determined mutually between Grantor and Grantee, identifying Grantee as the holder of this Easement, terms of this Easement, or the Property's protected status; and
- H. to burden title to the Property in perpetuity and bind Grantor and all future owners and tenants of the Property.

### **SECTION III – BASELINE DOCUMENTATION REPORT**

The Conservation Easement Baseline Documentation Report for Park City's Clark Ranch Preserve, prepared by Grantee, dated \_\_\_\_\_, signed by Nann Worel, Mayor of Grantor, Luke Cartin, Director of Lands and Sustainability for Grantor, Wendy E. Fisher, Executive Director of Grantee, and Wood Robinson, Land Protection Resource Specialist for Grantee, and by this reference made a part hereof ("Baseline Documentation Report"), contains a collection of baseline data that establishes the condition of the Property and its natural resources as of the effective date of this

Easement in accordance with 26 C.F.R. § 1.170A-14(g)(5)(i). The Parties acknowledge that the Baseline Documentation Report has been completed by competent professionals familiar with the Property and agree that the Baseline Documentation Report provides an accurate representation of the Property as of the effective date of this Easement. The Parties further agree that all updates to the Baseline Documentation Report will be signed by both Grantee and Grantor and attached to the Baseline Documentation Report. A copy of the original Baseline Documentation Report and all updates thereto shall remain on file in Grantee's offices. Notwithstanding the foregoing, should a future controversy arise over the condition of the Property or compliance with this Easement, the Parties may use all relevant documents, surveys, reports, and other information to assist in resolving the controversy.

#### **SECTION IV - PERMITTED USES AND PRACTICES**

The following uses and practices, while not an exhaustive recital of permitted uses and practices, are consistent with this Easement. The uses and practices described in this section may not be precluded or prevented by this Easement, except under the following circumstances. The uses and practices may be precluded when this Easement requires Grantee's prior approval of an activity as provided in Section V of this Easement or when such uses or practices are conducted or allowed to take place in a manner which violates the terms of this Easement, poses a serious threat of material damage to the Conservation Values protected by this Easement, or constitutes a prohibited use or practice as set forth in Section VI of this Easement.

- A. Public Access, Recreation and Education. Grantor may identify, maintain, reroute, and construct public recreational trails in accordance with this Easement and the Clark Ranch Adaptive Management and Stewardship Plan (CRAMS). Grantor may maintain and construct trailheads, including associated parking facilities on the Property in accordance with this Easement and the CRAMS for the purpose of primarily human-powered recreation, including hiking, Nordic skiing, and biking. Grantor may groom a Nordic track for winter human powered recreational activities and may modify the alignment of the Nordic track to accommodate sage brush habitat enhancements. The surface of all trails should



primarily be natural and shall be pervious to the soil. Trails shall be constructed to minimize impacts to scenic and habitat values consistent with the CRAMS. Initial design and construction shall be approved by Grantee in accordance with section V.

- B. Trail-Related Structures and Aerial Transportation Alternative. Grantor may construct bridging, boardwalks, culverts, separated street crossings, gates, or other trail-related improvements for trails. An aerial transportation corridor for use specific to public recreational and alternative transportation for adjacent park and ride facilities, provided impacts to the scenic and wildlife habitat values are minimized to the extent possible is permitted.
- C. Maintenance and Restoration of the Native Ecosystem. Grantor may use techniques and methods recognized as effective in restoring and maintaining the native biological diversity of the Property including but not limited to invasive weed control, successional forest restoration and passive restoration, provided competent restoration professionals are utilized in creating any restoration plan.
- D. Signs. Grantor may place a limited number of signs on the Property for the following purposes:
- 1) To state the purpose of the conservation easement and the terms of this agreement;
  - 2) To commemorate the partnership involved in preserving this land;
  - 3) To identify interpretive values on the property;
  - 4) To state rules and regulations, safety, or hazardous conditions found on the property in accordance to the Grantor's established guidelines for properties they own;
  - 5) To identify and provide maps of public recreational trails and directions to trailheads; and
  - 6) To close trails or areas to public use.
- E. Wetland Resources. The right to enhance wetland features on the Property

recognized as necessary or beneficial to wildlife, ecological or habitat values or for carbon sequestration.

- F. Chemicals and Biological Controls. Grantor may use agrichemicals and biological controls on the Property as necessary to control noxious weeds or insects that pose a demonstrable threat to human health such as mosquitoes. Pesticide application is prohibited within a minimum of 25 feet of all wetland edges. Chemical and biological controls may only be used in accordance with all applicable laws, and in those amounts and with that frequency of application constituting the minimum necessary to accomplish reasonable noxious weed objectives. The use of such agents shall be conducted in a manner to minimize any adverse effect on the natural values of the Property and to avoid any impairment of the natural ecosystems and their processes.
- G. Problem or Diseased Animals. Grantor may use legal methods to control diseased and problem animals as permitted by state and federal laws.
- H. Fencing and Gating. Grantor may construct new fencing, replace existing fencing, and place gates for the purpose of defining Property boundaries, delineating specific uses or sensitive areas, or restricting unauthorized access across the Property, provided that all fencing must be sensitive to wildlife and wildlife migration and must not be considered “game proof,” except if in the sole discretion of Grantee game-proof fencing is needed for the protection of sensitive vegetation. In no event shall game-proof fencing restrict wildlife migration routes.
- I. Utilities. Existing utilities may remain. Grantor may allow new utilities specific to the immediately adjacent Grantor-owned west parcel. Utilities necessary for a permitted use under this Section IV may be maintained or relocated by Grantor provided any new utility or its relocation is first approved by Grantee and any disturbance to the property is restored, as much as is practical to the original undisturbed natural condition of the Property.
- J. Fire Suppression and Forest Management. Grantor may remove brush and vegetation necessary to minimize the risk of wildfire on the Property. Fire management and forest health considerations identified in the CRAMS reflect

compliance with the terms of this Easement, and guidelines established in the CRAMS may from time to time be modified to reflect changing conditions. Potential means to reduce or remove high-risk fuel loads should include requiring Grantor or Grantor's agent to remove deadfall and slash created during the maintenance of trails. Removal methods shall limit the effect on the native biological diversity; may include, but would not be limited to, hand removal, mechanized methods, and biological methods such as short-duration grazing; and shall be consistent with the techniques employed by and the wildfire management determinations of the governing fire authority for the Property.

- K. Property Inclusion. Private inholdings within the Property's boundaries and adjacent lands may be incorporated into this Easement if Grantee determines that such incorporations improve the overall Conservation Values and public benefit. Any land incorporated into this Easement pursuant to this paragraph must be made expressly subject to all terms and conditions of this Easement. Any such incorporation must be (i) documented through appropriate amendments (as needed) to this Easement, including to the legal description of the Property subject to this Easement, which amendment(s) shall be promptly recorded in the land records of the appropriate county, and (ii) reflected in appropriate updates to the Baseline Documentation Report at the time of incorporation.
- L. Recreational Aircraft. Unmanned aircrafts may not take off or land on the property, unless their use is directly related to a permitted use under the authority and discretion of Grantor and Grantee and do not materially impact the public's enjoyment of the Property. All other recreational aircraft, requiring a motor or mechanized source to power flight are prohibited from taking off or landing on the property. Recreational aircraft not powered by motors or mechanized sources for flight are subject to existing ordinances.
- M. Events, Special Uses, and Related Temporary Structures. An event, a special use, and one or more temporary structures associated with an event or a special use are permitted at the discretion of Grantor provided that: (i) the event or special use is limited in the number of participants; (ii) any temporary structure is located

to minimize impacts on the natural environment; (iii) any temporary structure is approved by Grantee in accordance with Section V; and (iv) the staging, event or special use, and any temporary structures are located to the extent possible in areas where adequate infrastructure already exists, such as at trailheads.

## **SECTION V - PRIOR APPROVAL**

If any provision of this Easement requires Grantor to obtain Grantee's approval prior to performing any act or undertaking any enterprise, Grantor shall not perform that act or undertake that enterprise until the notice and approval provisions of this Section have been fully satisfied. Nothing in this Section shall in any way prohibit or limit the Grantee's ability to obtain writs or injunctive relief relating to any violation of this Easement.

- A. Grantor's Written Notice. Prior to the commencement of any activity, use, or enterprise which requires grantee's approval, Grantor will first notify Grantee in writing of the proposed activity, use, or enterprise. The notice must fully inform Grantee of all material aspects of the proposed activity, use or enterprise. Grantor will send such notices to Grantee by registered or certified mail, return receipt requested, addressed to Grantee at Grantee's address as set forth on page one, or to such other address as Grantee may designate in writing.
- B. Grantee's Response. Grantee shall have forty-five (45) days from the date such notice is received (as indicated by the registered or certified return receipt) to review the proposed activity, use, or enterprise and to notify Grantor of any objections it may have to the activity, use, or enterprise. The objections, if any, shall be based upon Grantee's opinion that the proposed activity, use or enterprise is likely to cause material damage to the Property's Conservation Values or is otherwise inconsistent with the purpose and/or provisions of this Easement. If, in the Grantee's judgment, the proposal presented by Grantor can be modified to avoid material damage to the Conservation Values and otherwise comply with the purpose and provisions of this Easement, then the response shall inform Grantor how the proposed activity, use or enterprise may be modified to conform with this Easement. Except as provided in Subsection C of this Section

V or as allowed by an order from a court of competent jurisdiction, Grantor may commence the proposed activity, use, or enterprise only after it receives Grantee's express written approval, and only in the manner explicitly proposed by the Grantor and approved by Grantee. The Grantee will send such response to Grantor by registered or certified mail, return receipt requested, addressed to Grantor at Grantor's address as set forth on page one, or to such other address as Grantor may designate in writing.

- C. Grantee's Failure to Respond. If Grantee fails to post its response to a proposal presented by Grantor within forty-five (45) days after it receives the proposal by registered or certified mail, or within forty-five (45) days after Grantee has received adequate information to evaluate the proposed activity, whichever is later, then the proposed activity, use or enterprise shall be deemed consistent with the terms of this Easement, and Grantee will have no further right to object to the activity, use or enterprise described in the proposal. The forty-five (45) day period shall not begin to run for purposes of this paragraph until such time Grantee has received adequate information from Grantor to effectively evaluate the proposed activity. In the event the Grantee requires additional information to evaluate the proposed activity, Grantee shall request the information from Grantor as soon as practicable as and in any case not later than forty-five (45) days after the receipt of the notice of the proposed activity.
- D. Force Majeure. Grantor will not be obligated to send a notice to Grantee, and Grantee will not be entitled to bring an action against Grantor for undertaking any prudent activity in a bona fide emergency situation to prevent, abate, or mitigate the immediate threat of significant damage to the Property resulting from causes beyond Grantor's control, including fire, flood, storm, and earth movement. Grantor will promptly notify Grantee of any injury to the Property caused by such events or the efforts to prevent, abate, or mitigate any damage caused by such events.

## **SECTION VI - PROHIBITED USES AND PRACTICES**

Any activity on or use of the Property inconsistent with the purpose of this

Conservation Easement and which is likely to cause material damage to the Conservation Values is expressly prohibited. Grantor agrees that the following uses and practices, though not an exhaustive recital of inconsistent uses and practices, are explicitly deemed inconsistent with the purposes of this Easement, and shall be prohibited.

- A. Subdivision. Grantor does not have the right nor will any attempt be made to divide, subdivide, or take any action which creates an actual or *de facto* subdivision of the Property. As of the effective date, the Property consists of separate parcels but the terms and conditions of this Easement apply to the Property as a whole.
- B. Development. Grantor will not develop or construct any structures, residential units, maintenance sheds or other facilities on the Property other than those identified as necessary for permitted uses in section IV
- C. Wildlife Disturbance or Harassment. Harassment of wildlife on the Property by people, vehicles or domestic animals is prohibited. The taking, removal, translocation or captivity of wildlife by the public is prohibited. Dogs are permitted on the parcel provided they are in compliance with all of Grantor's rules and regulations regarding dog use of Grantor's property.
- D. Alteration of Watercourses and Topography. Grantor will not change, disturb, alter, excavate, or impair any watercourse or wetland or the topography of the ground on the Property, except as expressly permitted by Section IV of this Easement. Grantor shall conform to all state and federal laws when constructing or altering wetlands, watercourses and habitat.
- E. Non-native Species. Grantor will not introduce into the Property any non-native plant or animal species.
- F. Roads. No new roads over, through, or across this property are permitted.
- G. Recreational Structures. Only trail related structures and accompanying trailheads will be allowed on the Property all other permanent recreational structures are prohibited.

- H. Motorized Vehicles. Motorized vehicles are not permitted on the Property except for:
- 1) Emergency vehicles;
  - 2) Vehicles used for routine maintenance of the Property and for construction and maintenance of the recreational amenities located on the Property, provided these vehicles are in sound working order;
  - 3) Vehicles necessary to carry out a permitted use as identified under Section IV of this Easement, provided these vehicles are in sound working order; and
  - 4) Non-throttle, electric pedal-assisted bicycles (e-bikes) pursuant to state and local laws, rules, and regulations.
- J. Dumping. Trash, debris, ashes, sawdust, and other non-compostable refuse may not be dumped or otherwise disposed of on the Property.
- K. Utilities. New utility corridors are prohibited and only utilities serving this property or immediately adjacent Grantor-owned parcels are permitted.
- L. Mineral Activities. Exploration or extraction of oil, gas, rock, gravel, sand, minerals, artifacts, or other materials found in, on, or under the Property by Grantor is prohibited.
- M. Billboards. Grantor will not construct, maintain, lease, or erect any commercial signs, political signs, kiosks or billboards on the Property. Not limiting the generality of the foregoing a limited number of signs for the purpose of protecting the property and identifying ecological and recreational values on the property are allowed provided they receive prior approval by Grantee under Section V.
- N. Proffers, Dedications, Transfer of Development Rights. Proffer or dedication of the Property or any portion thereof as open space in or as part of any residential subdivision, any real estate development plan, or any other type of residential, commercial, or industrial development is prohibited. Proffer or dedication of the Property or any portion thereof for the purpose of fulfilling density requirements to obtain approvals for any zoning, subdivision, site plan, or building permits, is



prohibited. Transfer of any development rights that have been encumbered or extinguished by this Easement to any other property pursuant to a transferable development rights scheme, cluster development arrangement, or otherwise is prohibited.

- O. Camping and Manmade Fires. Camping is prohibited on the Property except in conjunction with a permitted use and as determined by mutual written agreement of Grantor and Grantee. Manmade fires are prohibited except in connection with fire suppression activities permitted under Section IV.
- P. Hazardous Waste. Grantor will not store, dump, or otherwise dispose of any toxic and/or hazardous material on the Property. Neither this specific prohibition nor any other right granted in this Easement makes Grantee an owner of the Property. Nor does it permit Grantee to control any use of the Property by Grantor which may result in the storage, dumping or disposal of hazardous or toxic materials; provided, however, Grantee may bring an action to protect the Conservation Values of the Property. This prohibition does not impose liability on Grantee, nor shall Grantee be construed as having liability as a “responsible party” under CERCLA or other similar state or federal statutes.

## **SECTION VII – THE CLARK RANCH ADAPTIVE MANAGEMENT AND STEWARSHIP PLAN**

The Clark Ranch Adaptive Management and Stewardship Plan (CRAMS) shall be completed by Grantee to be adopted within 6 months of the effective date of this Agreement by Grantor and shall provide direction on best management practices for the protection of the Conservation Values. The CRAMS shall identify the conservation resources of the Property and further identify monitoring protocols for certain Conservation Values within the Property to guide management practices. The CRAMS may be updated periodically upon mutual written agreement of Grantor and Grantee and shall be reviewed by Grantor and Grantee at least every five years. A copy of the CRAMS Plan in its original form once adopted by the City Council of Grantor shall remain on file in the office of the Grantor and the office of the Grantee.

## **SECTION VIII - BREACH, RESTORATION, AND REMEDIES**

- A. Breach and Restoration. If either Grantor or Grantee becomes aware of a violation or potential violation of this Easement, or becomes aware of any damage or potential damage to the Conservation Values associated with the Property, whether precipitated by Grantor or by a third party, the party who has become aware must promptly notify the other party of such violation, potential violation, damage, or potential damage by registered or certified mail return receipt requested or by email with a "read receipt" tracking option. For Grantor-caused violations or potential violations or Grantor-caused damage or potential damage, Grantor shall have thirty (30) days from the date of receipt of a notice from Grantee to commence actions, including restoration of the Property, that are reasonably calculated to prevent or correct the violation or damage by Grantor (Grantor's receipt of such a notice shall be indicated by the registered or certified mail return receipt or the "read receipt" confirming that the email message was opened by Grantor). If Grantor fails to take such corrective action within the thirty (30) day period (or under circumstances where the violation cannot reasonably be corrected within a 30-day period, an amount of time necessary for Grantor to correct the violation with reasonable diligence), Grantee may undertake appropriate action, including legal action, to effect such prevention or correction.
- B. Injunctive and Other Relief. Grantee shall have the right to obtain injunctive relief or writs from courts of competent jurisdiction, seek any legal remedy, or take other appropriate action to stop or prevent unauthorized activities and to force the restoration of the portion of the Property affected by an unauthorized activity to a similar or equivalent condition that existed prior to the unauthorized activity. Such restoration may include, but is not limited to, restoring soils, replanting suitable native vegetation, and taking such other action as Grantee deems necessary to achieve restoration. If either party is the prevailing party in any action against the other, the non-prevailing party shall reimburse the prevailing party for any reasonable costs of enforcement or defense, including court costs, mediation reasonable attorneys' fees, and any other payment ordered by such court. Neither party will be responsible for costs related to an action brought against a third party

related to the this Easement.

- C. Actual or Threatened Non-Compliance. Grantor acknowledges that actual or threatened instances of non-compliance under this Easement constitute immediate and irreparable harm. Grantee is entitled to invoke the equitable jurisdiction of any court to enforce this Easement.
- D. Cumulative Remedies. Grantee's remedies set forth in this Easement are cumulative. Any, or all, of the remedies may be invoked by Grantee if there is an actual or threatened violation of this Easement.
- E. No Waiver of Enforcement. Grantee may exercise discretion in enforcing this Easement, subject to its fiduciary obligations to the public, which is the beneficiary of this Easement. No delay or omission by Grantee in the exercise of any right or remedy under this Easement or applicable law shall impair such right or remedy or be construed as a waiver. Grantee's failure to exercise its rights under this Easement, in the event of a breach by Grantor, shall not be considered a waiver of Grantee's rights under this Easement in the event of any subsequent breach. Enforcement of this Easement shall not be defeated by adverse possession, laches, or estoppel. The Parties agree that the rights of the public, as beneficiary of this Easement, shall not be forfeited by any acts or omissions of Grantee.

#### **SECTION IX – NOTICES, SUPERIORITY OF EASEMENT, COSTS, TAXES & FEES**

- A. Notices. To provide Grantee with notice of a change in ownership or other transfer of an interest in the Property, Grantor agrees to notify Grantee in writing of the names and addresses of any party to whom the Property or any interest therein (including a leasehold interest) is transferred. Grantor further agrees to make specific reference to this Easement in a separate paragraph of any subsequent deed or other instrument by which any interest in the Property is conveyed, and attach a copy of this Easement to such instrument. Grantor also agrees to provide written notice of this Easement to all agents working under the direct control of Grantor in conjunction with the Property. Any failure to comply with the terms of this paragraph shall in no manner render this Easement or any provisions of this

Easement unenforceable.

- B. Superiority of Easement. Any lease, mortgage, trust deed, lien, judgment, or other interest executed or entered against the Property after the effective date of this Easement, other than an encumbrance determined by an appropriate court to have been in existence on the effective date of this Easement, shall be subordinate to this Easement and in no way enable the holder of such interest or their successor(s) in interest to breach the terms of this Easement or otherwise negatively impact the Conservation Values protected by or the Conservation Purpose of this Easement.
- C. Costs, Taxes, and Fees. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including responsibility for fire suppression and the control of noxious weeds in accordance with all applicable laws. Grantor agrees to bear all costs of operation, upkeep, and maintenance of the Property. Grantor shall pay any and all lawful taxes, assessments, fees, and charges levied by competent authority.

## **SECTION X – INDEMNIFICATION**

- A. Grantor Indemnification. Grantor hereby indemnifies, defends, and holds harmless Grantee and its officers, directors, employees, agents, and representatives for any real property taxes, insurance, utilities, or assessments that are levied against the Property, including those for which exemption cannot be obtained, or any other costs of maintaining the Property, any claims pertaining to Grantor's title to the Property or representations and warranties made in this Easement.
- B. No provision of this Easement shall waive any defense or limitation of the Government Immunity Act of Utah (Utah Code §§ 630-7-101 to -904, or any successor provision).

## **SECTION XI – RESTRICTION ON TRANSFER OF EASEMENT**

- A. Grantee is prohibited from assigning or otherwise transferring this Easement, whether or not for consideration, unless (i) the transferee is, at the time of the transfer, a “qualified organization” and an “eligible donee,” as those terms are defined in Internal Revenue Code § 170(h) and accompanying Treasury Regulations, (ii) the transferee is qualified to hold a conservation easement under Utah law, (iii) Grantee, as a condition of the transfer, requires that the transferee agree in writing that the Conservation Purpose of this Easement will continue to be carried out, and (iv) Grantor consents in writing to the transfer, which consent shall not be unreasonably withheld.
- B. If Grantee shall cease to exist, or cease to be a qualified organization or eligible donee (as those terms are defined in Internal Revenue Code § 170(h) and accompanying Treasury Regulations) or qualified to hold a conservation easement under Utah law, and a prior transfer is not made in accordance with the requirements of this Section, then Grantee’s rights and obligations under this Easement shall vest in such entity as a court of competent jurisdiction shall direct pursuant to the doctrine of *cy pres* and provided that the requirements of this Section shall be satisfied.
- C. A transfer of this Easement in connection with a judicial extinguishment that satisfies the requirements of Section XII shall not violate the provisions of this Section.

## **SECTION XII – EXTINGUISHMENT; VALIDITY**

- A. Grantor agrees that the conveyance of this Easement gives rise to a property right that immediately vests in Grantee. Grantor further agrees that this property right had a fair market value on the effective date of this Easement that was equal to the proportionate value that this Easement, at that time, bore to the value of the Property as a whole at that time.
- B. This Easement may be extinguished in whole or in part (whether through release, termination, eminent domain, abandonment, swap, exchange, reconfiguration, or

otherwise) only (i) in a judicial proceeding in a court of competent jurisdiction, (ii) upon a finding by the court that a subsequent unexpected change in conditions has made impossible or impractical the continued use of the Property (or the portion thereof to be removed from this Easement) for conservation purposes, and (iii) with a payment of proceeds to Grantor and Grantee as provided in paragraph C of this Section. Any removal of land from this Easement constitutes an extinguishment, however such removal might be characterized.

- C. If all or part of the Property is taken in exercise of eminent domain by public, corporate, or other authority so as to abrogate the restrictions imposed by this Easement, Grantor and Grantee will join in appropriate actions at the time of such taking to recover the full value of the taking and all incidental or direct damages resulting from the taking, it being expressly agreed that this Easement constitutes a compensable property right, in addition to the City's fee interest, which the Parties agree shall be the priority claim in any condemnation in which the City is not directly involved in its government role. Proceeds received pursuant to condemnation proceedings will be utilized by Grantor and Grantee to advance conservation purposes, including through the acquisition of a fee-simple, conservation easement, or a similar property interest in open space lands for Park City residents.
- D. The fact that any use of the Property expressly prohibited by this Easement or otherwise determined to be inconsistent with the Conservation Purpose of this Easement may become significantly more valuable or economical than uses permitted by this Easement, or that neighboring properties may in the future be put entirely to uses inconsistent with the Conservation Purpose of this Easement, has been considered by Grantor in granting and by Grantee in accepting this Easement, and it is the intent of both Grantor and Grantee that any such changes shall not impair the validity of this Easement or be considered grounds for its extinguishment in whole or in part. In addition, the inability to carry on any or all of the uses and practices permitted by this Easement, or the unprofitability of doing so, shall not impair the validity of this Easement or be considered grounds for its extinguishment in whole or in part.

- E. All provisions of this Section shall survive any extinguishment of this Easement in whole or in part.

### **SECTION XIII – LIMITED POWER OF AMENDMENT**

- A. Grantor and Grantee intend that the Property's Conservation Values and the Conservation Purpose of this Easement will be protected in perpetuity by this Easement. While Grantor and Grantee have endeavored to foresee all possible threats to the perpetual protection of the Property's Conservation Values and the Conservation Purpose of this Easement, there may come a time when this Easement should be amended to correct an error, to eliminate or reduce permitted uses or practices, to clarify an ambiguity, or to otherwise enhance the protection of the Property's Conservation Values. To that end, Grantor and Grantee have the right to agree to amendments to this Easement, provided, however, that any amendment must comply with each of the following requirements.

- 1) Only the following types of amendment are permitted:

- a. Amendments that are technical in nature (such as correcting a scrivener's error).
- b. Amendments that eliminate or reduce one or more of the uses or practices permitted by the terms of this Easement.
- c. Amendments that enhance the protection of one or more of the Conservation Values of the Property and are not detrimental to or inconsistent with the Conservation Purpose of this Easement, including an amendment to add land to this Easement as provided in paragraph K of Section IV of this Easement.

- 2) An amendment must not materially injure or destroy any Conservation Value or be detrimental to or inconsistent with the Conservation Purposes of this Easement. As one example, this requirement prohibits "trade-off" amendments. A trade-off amendment is an amendment that would impair, injure, or destroy one or more of the Property's Conservation Values and



also involve a conservation benefit (or an arguable conservation benefit). Thus, for example, an amendment that would permit development or some other use on part of the Property and thereby impair, injure, or destroy one or more Conservation Values there, in exchange for adding one or more restrictions or other conservation protections elsewhere on the Property, is prohibited. Similarly, an amendment that would involve the relaxation or elimination of one or more of the restrictions, prohibitions, or other conservation protections in this Easement in exchange for the addition of adjacent or nearby land to this Easement or the protection of some other land is prohibited. For purposes of this Easement, an amendment will be considered to “impair, injure, or destroy” a Conservation Value if it has more than a negligible adverse impact on the protection of the Conservation Value.

- 3) An amendment must not limit or otherwise alter the perpetual duration of this Easement.
- 4) An amendment must not adversely affect the status of Grantee as a qualified organization, eligible donee, or eligible holder of this Easement under any applicable laws.
- 5) An amendment must not modify the restriction on transfer, extinguishment, amendment, liberal construction, or no merger provisions of this Easement.
- 6) An amendment must not result in private inurement or confer impermissible private benefit, as those terms are defined for purposes of federal tax law.
- 7) An amendment must be in writing, duly signed, and promptly recorded in the appropriate location for public land records. Grantee must document in writing (a) the amendment’s compliance with the requirements of this Section and (b) approval of the amendment by Grantee’s governing body. Such documentation must be permanently retained in Grantee’s files for this Easement.

- B. Nothing in this Section shall require Grantee to agree to any amendment or to consult or negotiate regarding any amendment.

#### **SECTION XIV – NOTICES**

Any notice, demand, request, consent, approval, or other communication shall be in writing and shall be sent by registered or certified mail return receipt requested or by email with a “read receipt” tracking option to:

Grantor: Park City Municipal Corporation  
Attn: Park City Recorder  
445 Marsac Ave.  
Park City, Utah 84060  
[michelle.kellog@parkcity.org](mailto:michelle.kellog@parkcity.org)

Grantee: Utah Open Lands Conservation Association  
Attn: Executive Director  
1488 South Main Street  
Salt Lake City, Utah 84115  
[Wendy@UtahOpenLands.org](mailto:Wendy@UtahOpenLands.org)

Grantor or Grantee may, by written notice to the other, designate a different recipient (i.e., “Attn:”) or a different mail or email address.

#### **SECTION XV - MISCELLANEOUS PROVISIONS**

- A. Partial Invalidity. If any provision of this Easement or application of any provision of this Easement to any person or circumstance is found to be invalid, the remainder of the provisions of this Easement, and the application of the provision to persons or circumstances other than those to which it is found to be invalid, shall not be affected thereby.
- B. "Grantor" And "Grantee". The term "Grantor" as used in this Easement and any pronouns used in place thereof shall mean and include the above-named Grantor and its successors and assigns. The term “Grantee” as used in this Easement and any pronouns used in place thereof shall mean Utah Open Lands Conservation Association and its successors and assigns. Grantor and Grantee may be referred to herein collectively as the “Parties.”
- C. Headings. Section and paragraph headings are for convenience only and shall

not be deemed to have legal effect.

- D. Liberal Construction. This Easement shall be liberally construed in favor of forever protecting and preserving the Conservation Values of the Property and carrying out the Conservation Purpose of this Easement, and under no circumstances shall this Easement be construed in favor of the free use of land. The Parties acknowledge that each has reviewed and revised this Easement with the assistance of counsel, and that no rule of construction resolving ambiguities against the drafting party shall be employed in interpreting this Easement.
- E. Successors. This Easement shall be binding upon both Grantor and Grantee and their respective successors in interest and assigns.
- F. Governing Law. This Easement shall be interpreted and construed in accordance with applicable Utah laws.
- G. Interaction With State Law. Grantor and Grantee are prohibited from exercising any power or discretion that may be granted under Utah law regarding the transfer, amendment, or termination of easements that would be inconsistent with (i) the provisions of this Easement, (ii) the continued protection in perpetuity of the Property's Conservation Values, or (iii) the Conservation Purposes of this Easement. Grantor and Grantee are bound by the terms of this Easement, which constitutes a public charitable trust, the terms and purpose of which are enforceable by the courts on behalf of the public as with any charitable grant.
- H. Venue. Any legal action concerning this Easement shall be filed in the Third Judicial District of Utah, Summit County.
- I. Entire Agreement. This Easement sets forth the entire agreement of the Parties. It is intended to supersede all prior discussions or understandings.
- J. Compliance With Law. All uses and practices permitted by this Easement shall comply with all applicable local, state, and federal laws.
- K. Effective Date. The effective date of this Easement shall be the date of its recordation.
- L. State Law Notice Requirements. Grantor hereby acknowledges that Grantee, at

least three days prior to the execution of this Easement, discussed with it the types of conservation easements available, the legal effect of each easement, and the advisability of consulting legal counsel concerning any possible legal and tax implications associated with granting this Easement.

- M. No Merger. The Parties intend that this Easement may be extinguished in whole or in part only as provided in Section XII. To that end, the Parties hereby agree that (i) no purchase by or transfer to Grantee of the underlying fee interest in the Property, or a portion thereof, shall be deemed to extinguish this Easement, or any portion thereof, under the doctrine of merger or other legal doctrine, and (ii) should Grantee come to own all or a portion of the underlying fee interest in the Property, (a) Grantee, as successor in title to Grantor, shall observe and be bound by the obligations of Grantor under and the restrictions imposed upon the Property by this Easement and (b) Grantee shall continue to hold and enforce this Easement as a public charitable trust for the benefit of the public, including the residents of Park City, the State of Utah, and the citizens of the United States of America, and be bound by its terms.
- N. Warranty of Authority to Sign. By their signature below, the Parties warrant that this Easement is a valid, binding, and enforceable document which is executed after having obtained all necessary authority from their respective entities.
- O. References. All references to the Internal Revenue Code, Treasury Regulations, and the Utah Code in this Easement shall be to the code and regulation provisions in effect as of the effective date of this Easement.

-Remainder of page intentionally left blank-

IN WITNESS WHEREOF, Grantor and Grantee execute this Easement.

GRANTOR:

PARK CITY MUNICIPAL CORPORATION

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

By\_\_\_\_\_

Mayor or Designee, Park City Municipal Corporation

GRANTEE:

UTAH OPEN LANDS CONSERVATION ASSOCIATION

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

By\_\_\_\_\_

\_\_\_\_\_, \_\_\_\_\_,

of Utah Open Lands Conservation Association

STATE OF UTAH                    )  
  : ss.  
County of Summit                )

On this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, \_\_\_\_\_  
\_\_\_\_\_, representing Park City Municipal Corporation, known to me to be the  
person whose name is subscribed to the instrument set forth above, personally appeared  
before me, \_\_\_\_\_, a Notary Public for the  
State of Utah, and acknowledged that they executed the same on behalf of Park City  
Municipal Corporation.

IN WITNESS WHEREOF, I hereunto set my hand and affix my notary seal on the date  
above written.

\_\_\_\_\_

(SEAL)

Notary Public for the State of Utah Residing at

\_\_\_\_\_

My commission expires \_\_\_\_\_

STATE OF UTAH                    )  
  : ss.  
County of Summit                )

On this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, \_\_\_\_\_  
\_\_\_\_\_, representing Utah Open Lands Conservation Association, known to me  
to be the person whose name is subscribed to the instrument set forth above, personally  
appeared before me, \_\_\_\_\_, a Notary Public for  
the State of Utah, and acknowledged that he/she executed the same on behalf of Utah  
Open Lands Conservation Association.

IN WITNESS WHEREOF, I hereunto set my hand and affix my notary seal on the date  
above written.

\_\_\_\_\_  
  
(SEAL)

Notary Public for the State of Utah Residing at  
\_\_\_\_\_

My commission expires \_\_\_\_\_



Exhibit A  
Legal Description and Map

