PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
January 9, 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/84239853271

CLOSED SESSION - 2:30 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

4:10 p.m. - Discuss Clark Ranch Affordable & Community Housing Development

5:10 p.m. - Break

REGULAR MEETING - 5:30 p.m.

I. ROLL CALL

II. APPOINTMENTS

1. Appointment of a Mayor Pro Tem and Alternate for Calendar Year 2025
(A) Action

III. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Questions and Comments

Staff Communications Reports

1. October Sales Tax and November Budget Monitoring Report

2. Outdoor Ice at City Park

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 December 6 and 12, 2024

VI. CONSENT AGENDA

1. Request to Approve Type 2 Convention Sales Licenses for Operation during the 2025 Sundance Film Festival

2. Request to Approve Special Event Temporary Alcoholic Beverage Licenses during the 2025 Sundance Film Festival

3. Request to Approve the 2025 Legislative Policy Platform

4. Request to Approve the Settlement Agreement Resolving Campbell v. PCMC Litigation

VII. OLD BUSINESS

1. Discuss Woodside Senior Center & Housing Project
   (A) Public Input

VIII. NEW BUSINESS

1. Consideration to Approve Ordinance 2025-01, an Ordinance Approving the 2025 Regular Meeting Schedule for City Council
   (A) Public Input (B) Action

IX. ADJOURNMENT

PARK CITY HOUSING AUTHORITY MEETING

ROLL CALL

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

NEW BUSINESS

1. Consideration to Approve Resolution HA 01-2025, a Resolution Establishing a Regular Meeting Date, Time, and Location for 2025 Meetings and Appointing Officers of the Board of Directors of the Housing Authority of Park City, Utah
   (A) Public Input (B) Action

2. Consideration to Approve the Housing Mitigation Plan for the City Park Community Center
   (A) Public Hearing (B) Action

ADJOURNMENT

PARK CITY REDEVELOPMENT AGENCY MEETING

ROLL CALL

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

NEW BUSINESS

1. Consideration to Approve Resolution RDA 01-2025, a Resolution Establishing a Regular Meeting Date, Time, and Location for 2025 Meetings and Appointing Officers of the Board of Directors of the Redevelopment Agency of Park City, Utah
   (A) Public Input (B) Action

ADJOURNMENT

A majority of City Council members may meet socially after the meeting. If so, the location will be announced by the Mayor. City business will not be conducted. Pursuant to the Americans with

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

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

City Council Staff Report

Subject: **Clark Ranch Affordable & Community Housing Development**
Author: **Sara Wineman, Housing & Development Coordinator**
Department: **Housing**
Date: **January 9, 2025**

Work Session

The project team will provide a detailed update on the progress of the Clark Ranch Affordable and Community Housing Development proposal. The update will include:

- An introduction to the Alexander Co. and other key project partners;
- A presentation of the Clark Ranch proposal and concept plan outlining the goals and design elements; and
- Discuss the project's overall progress, with an opportunity for the City Council to provide feedback and ask questions.

Executive Summary

The portion of Clark Ranch under consideration to support a community housing development is approximately 10-12 acres along US-40 in the Quinn's Junction area or south of Park City Heights. Currently undeveloped, it was acquired in 2016 and was intentionally and proactively earmarked for a future affordable and community housing development.

In March 2024, the City issued a Request for Proposals (RFP) for Affordable & Community Housing Development based upon the result of a Feasibility Study conducted by the City Council. The RFP closed in April 2024 with three proposals, and the RFP Selection Committee evaluated the proposals and recommended the Alexander Co. as the top respondent. Initial negotiations with The Alexander Co. commenced, and meetings with the Mayor, Housing Liaison, and project team occurred in late August and early September.

An Exclusive Negotiation Agreement between Park City and Alexander Co. was executed in late November with a term of 12 months. The City has no financial obligations under the terms of the Exclusive Negotiation Agreement but is obligated to negotiate in good faith to achieve the estimated development milestones below:

• Exclusive Negotiation Agreement	Nov. 2024
• Redevelopment Plan Development	Nov. 2024 – May 2025
• Entitlement Approval	May 2025 – May 2026
• Development Agreement	May 2026
• Financial Closing	June 2026
• Construction Commencement	July 2026

Background

Park City Municipal Corporation ("PCMC") owns 344 acres of property known as Clark Ranch ("Property"), situated along US-40 in the Quinn's Junction[1] area near Park City Heights, Utah Film Studios, Park City Hospital, and the National Ability Center. Purchased by the City on December 17, 2014, from the Florence J. Gillmor Estate, the property was annexed into Park City in June 2022.

On March 3rd, 2016, the Citizens Open Space Advisory Committee ("COSAC") recommended to City Council parameters and values of the proposed preservation of the Clark Ranch properties.[2] The Committee unanimously recommended that up to 10 acres in the northwest corner of the parcel adjacent to Park City Heights be excluded from the proposed conservation easement for senior or affordable housing and/or essential services, such as a fire station (see Figure 2).

In a 2020 City Council work session, staff included exhibits, including a land analysis and a site survey that depicts the 10.9-acre area of land for affordable housing (see Figure 1). Subsequently, the Property was annexed into Park City in June 2022.[3]

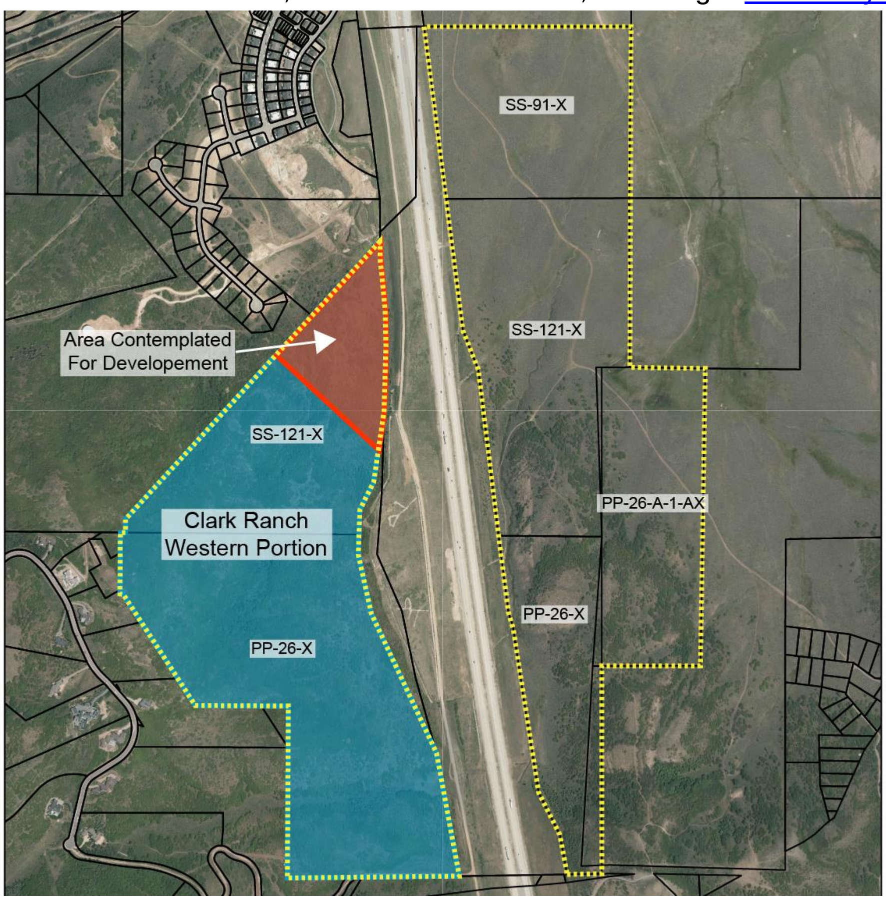


Figure 1. Map of Clark Ranch outlined in yellow, with the western half highlighted in blue, and the northwest corner identified for potential development ("Steve's Point") highlighted in Red.

[1] Park City General Plan, p. 257
[2] Staff Report, p. 79
[3] Ordinance No. 2022-18

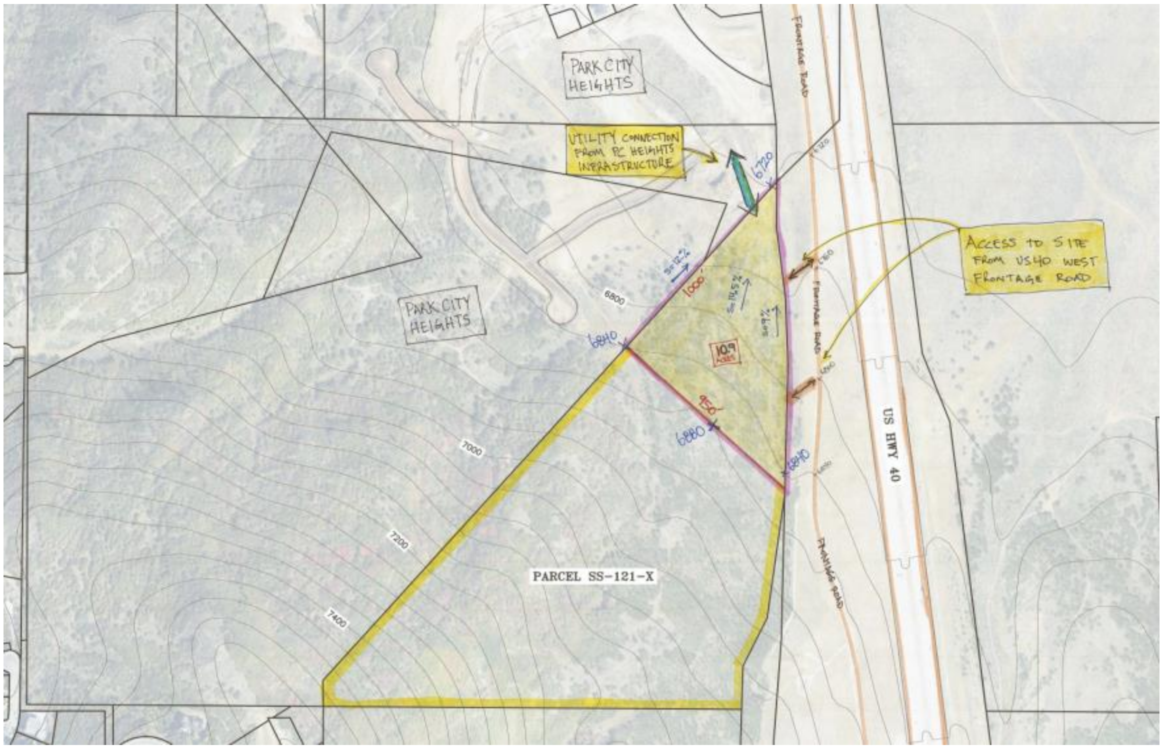


Figure 2. 2020 Site Survey depicting a 10.9-acre area of land for potential development, known as "Steve's Point".

The Feasibility Study was presented to the City Council on November 2, 2023, by Stereotomic and indicates that the property, currently zoned Recreation and Open Space with a Sensitive Land Overlay, requires rezoning to support residential development while maintaining 125 acres (90%) of the original acquisition as open space. The Feasibility Study presented three development concepts based on density (low, medium, and high). The Feasibility Study recommendations also include:

- Establishing an additional public transit stop or micro-transit service.
- Enhancing pedestrian and bicycle connections.
- And extending the existing Frontage Road for primary and life safety access to the new neighborhood.

Water and sewer connections are straightforward, with no upgrades to adjacent PC Heights infrastructure. The development can be executed in two phases, and the City Council favored a Phase 1 road layout during its public discussion held on December 5, 2024. Traffic impact analyses predict that trip generation will be well below the Level of Service (LOS) B threshold even under the densest scenario, and Richardson Flat Road can accommodate the additional trips.

In addition, the Feasibility Study compared three density options with neighboring developments (see Figure 3), revealing that while Concept 2 has a higher density or more units per acre, it supports a smaller population than Park City Heights. This difference is due to smaller, efficient unit sizes.

Concept 1 proposed a low-density development of 90-140 units of clustered townhomes, with a residential unit yield of 115,000 SF across 125 acres, resulting in a density of 0.72-1.12 units per acre. The average unit size is 882 square feet, with an estimated total occupancy of 197 new Park City residents, and 105 parking spaces.

Concept 2, on the other hand, was preferred by the City Council and proposes the development of 150-200 units, incorporating a mix of townhomes and multi-family stacked units (see Figure 4). Concept 2 utilizes a residential unit yield of 131,875 square feet across 125 acres, resulting in a density of 1.20-1.60 units per acre. The average unit size is 879 square feet, with an estimated total occupancy of 332 new Park City residents. The design includes 163 parking spaces and maintains 89.6% of the site as open space, aligning with the Council's focus on balancing housing development goals with retaining open areas and green spaces.

Concept 3 proposed a high-density development of 230-275 units, incorporating a mix of offset massing of multi-family stacked units, with a residential unit yield of 233,500 SF across 125 acres, resulting in a density of 1.84-2.2 units per acre. The average unit size is 1,015 square feet, with an estimated total occupancy of 516 new Park City residents, and 270 parking spaces.

		COUNCIL PREFERRED		COMPARABLES	
	Concept 1 *Clustered Townhomes*	**Concept 2** *Townhomes + Multi-Family Stacked Units*	**Concept 3** *Offset Massing of Multi-Family Stacked Units*	**Park City Heights** *developed in 2013*	**Kings Crown** *developed in 2019*
Total Units	P1: 90 units P1+2: 140 units	P1: 150 units P1+2: 200 units	P1: 230 units P1+2: 275 units	239 units	63 units
Residential Unit Yield SF	79,375 SF	131,875 SF	233,500 SF	707,000 SF	142,129 SF
Acreage	125 acres	125 acres	125 acres	215 acres	15 acres
Units per Acre	P1: 0.72 P1+2: 1.12	P1: 1.20 P1+2: 1.60	P1: 1.84 P1+2: 2.2	0.90	4.2
Average SF per Unit	882 SF	879 SF	1,015 SF	2,958 SF	2,256 SF
Calculated Occupancy	197 occupants	332 occupants	516 occupants	745 occupants	174 occupants
Parking	105	163	270	517	112
Open Space (%)	89.6%	89.6%	89.6%	71.55%	74.67%

Figure 3. Clark Ranch Feasibility Study (2023) Concepts vs. Comparable

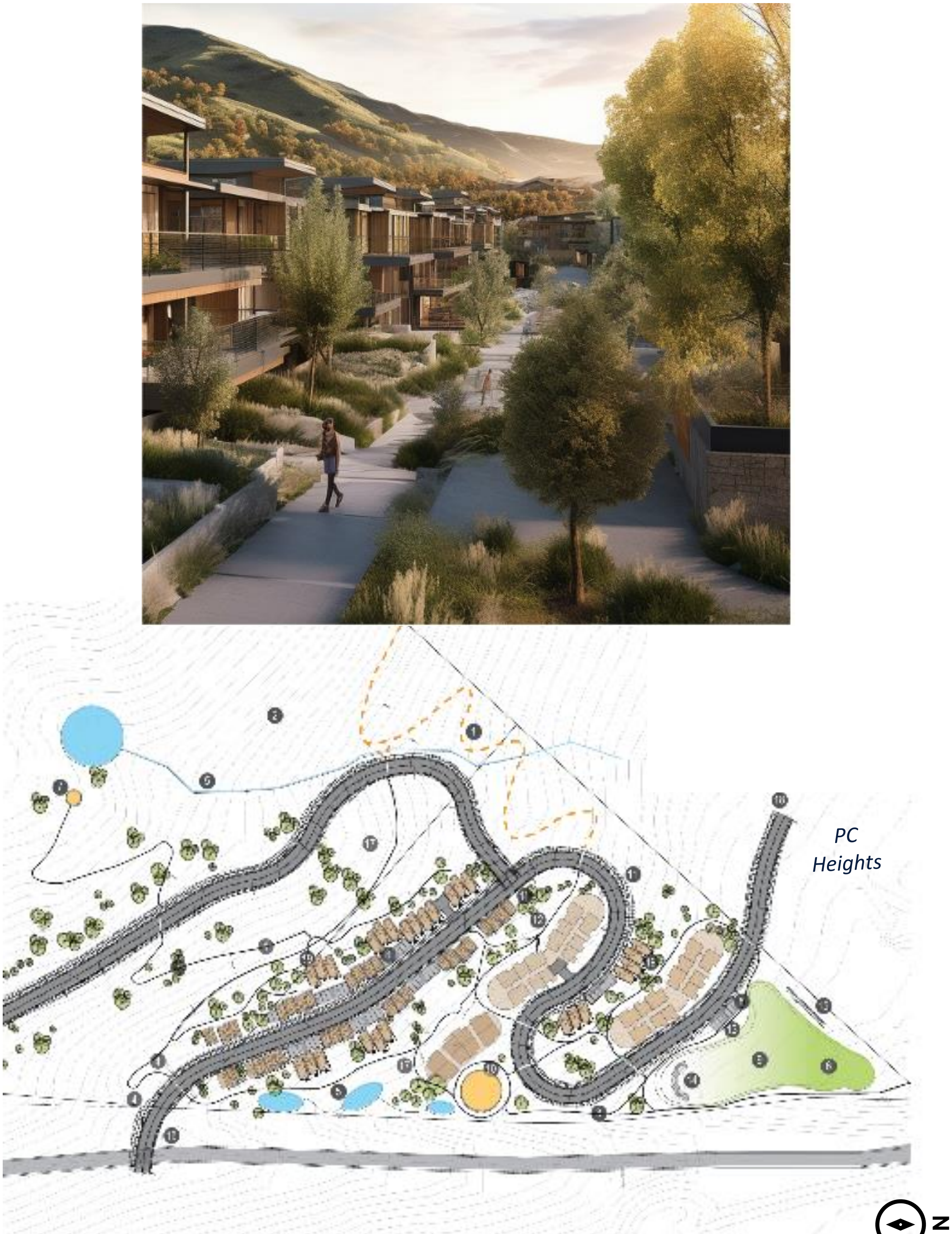


Figure 4. Concept 2, Medium Density, Conceptual Rendering and Site Plan from Clark Ranch Feasibility Study (2023)

The following are background resources on the Clark Ranch property:

- Clark Ranch Engage Park City Page: Public-facing webpage that includes details on the feasibility study and how the public can get involved.
- March 3, 2016 - City Council Meeting (Minutes): Citizens Open Space Advisory Committee (COSAC) recommends that up to 10 acres of Clark Ranch in the northwest corner of the parcel adjacent to Park City Heights be excluded from the proposed conservation easement for senior or affordable housing and/or essential services, such as a fire station.
- Feb. 11, 2021 – City Council Meeting (Staff Report | Minutes): Staff requested the City Council prioritize a list of potential City-owned properties to target for affordable housing.
- May 27, 2021 – City Council Meeting (Staff Report | Minutes): City-owned land analysis and discussion. The report presents an in-depth analysis of the top three: Clark Ranch, Mine Bench, and Sommers.
- June 16, 2021 – Ordinance No. 2022-18: Approval of Clark Ranch annexation into Park City.
- Nov. 30, 2022 – Feasibility Study RFP Published.
- Feb. 16, 2023 – City Council Meeting (Staff Report | Minutes): Council approved a contract with Stereotomic for Feasibility Study.
- Sept. 28, 2023 – City Council Meeting (Staff Report | Minutes): Staff communications included Clark Ranch Feasibility Study update.
- Nov. 11, 2023 - City Council Meeting (Staff Report | Minutes): Council heard a presentation from consultant Stereotomic regarding the Feasibility Study.
- Dec. 5, 2023 – City Council Meeting (Staff Report | Minutes): 2nd Session for Feasibility Study to answer Council questions from Nov. 2. Council consensus to publish RFP. **Did not support proactive land use application.*
- Dec. 19, 2023 - Clark Ranch Feasibility Study: includes comprehensive details about the Clark Ranch site and the feasibility of housing and development at the site
- Feb. 2, 2024 – Developer RFP Published.

As a result of selecting Concept 2 and pursuant to City Council direction, we built and advertised an RFP from February 2024 to April 2024, which resulted in a recommendation to engage The Alexander Co.

The Alexander Co Proposed Project Characteristics and Public-Private Partnership

Taking from the medium-density Concept 2, The Alexander Co. proposes an approximately 190-unit project prioritizing eighty percent (80%) rental and twenty percent (20%)

homeownership. The development includes a mix of multi-family stacked units and townhomes, as requested in the RFP, and embraces the slopes of the Northwest portion of the site. The Alexander Co. also proposes utilizing tax-exempt bonds, or Federal LIHTC and State LIHTC, to offset the development costs.

The Alexander Co. requests a minimum fifty (50) year ground lease with PCMC for one dollar ($1) a year. At the end of the lease, the property will revert to City ownership.

To accomplish the medium-density concept, Alexander Co. proposes to rezone the 10 to 12 acres to achieve an affordable rental unit mix and homeownership townhomes with neighborhood amenities (outdoor amenity space, playground, pavilion, community garden plots, off-leash dog area, and biking/ walking paths). The number and type of units are subject to change pending further market research, community outreach, Council input, and final design.

Finally, The Alexander Co. proposal includes long-term property management via a local company.

The Development Team

The Alexander Co. has earned national recognition, specializing in urban infill development, historic preservation, and affordable housing solutions throughout the United States. They have over 40 years of experience overseeing the in-house financing, design, construction, and property management of development. They provide a diverse team of experts and services for building owners, investors, and public-private partnerships.

What sets The Alexander Co. apart is their approach to challenges other respondents appeared to shy away from, such as projects like Printworks Mill, Liberty, and Schoolhouse Yards. In addition, The Alexander Co. assembled a quality and well-regarded project development team in architecture, engineering, general contracting, and legal services:

- **Stereotomic:** architect and local Park City-based firm who completed the Clark Ranch Feasibility Study in 2023.
- **Talisman Civil Consultants:** civil engineering and local Salt Lake City-based firm.
- **New Star General Contractors:** local and Salt Lake City-based firm.
- **Parr Brown Gee & Loveless:** legal services and local Salt Lake City-based firm.

The Alexander Co. is aware of the critical importance of community engagement in Park City and the City Council's high expectations. Their proposal advocates for early community design involvement and recognizes that any design must respond to the unique community objectives, site, and demographics and integrate with the surrounding development area.

Opportunities

A Public-Private Partnership on a portion of Clark Ranch is a significant step toward addressing many of the serious affordable housing challenges facing Park City, outlined below.

Addressing Critical Community and Affordable Housing Needs

Expanding Affordable Housing

- Increased Supply: The rental units and homeownership units will substantially increase the supply of affordable housing, directly improving Park City's current and future housing shortages.

- Diverse Options: This plan offers a mix of rental and ownership opportunities, catering to various income levels and housing preferences. It promotes an inclusive community setting, which we prefer over isolated, affordable developments set apart.

Supporting Local Residents

- Local Workforce Housing: This development will increase the availability of affordable housing close to town and areas of employment, helping local workers find suitable homes relatively close to their workplaces and supporting local businesses.

Enhancing Residential Transit and Connectivity

Addressing Transit Limitations

- Additional Transit Options: The development will explore options for providing additional transit services or micro-transit solutions to improve accessibility.

Connecting to Pedestrian and Bike Trails

- Trail Integration: The development will connect to existing pedestrian and bike trails, promoting active transportation and enhancing connectivity for residents, particularly to the City's Rail Trail.

Community and Environmental Considerations

Community Amenities

- Shared Spaces: The development plan includes community amenities like small parks and recreational facilities to enhance livability and quality of life. These amenities will benefit both new and existing residents and assimilate between two adjoining neighborhoods as proposed.

Environmental Impact

- Sustainable Design: The development will incorporate environmentally friendly practices and sustainable design features, minimizing ecological footprint.

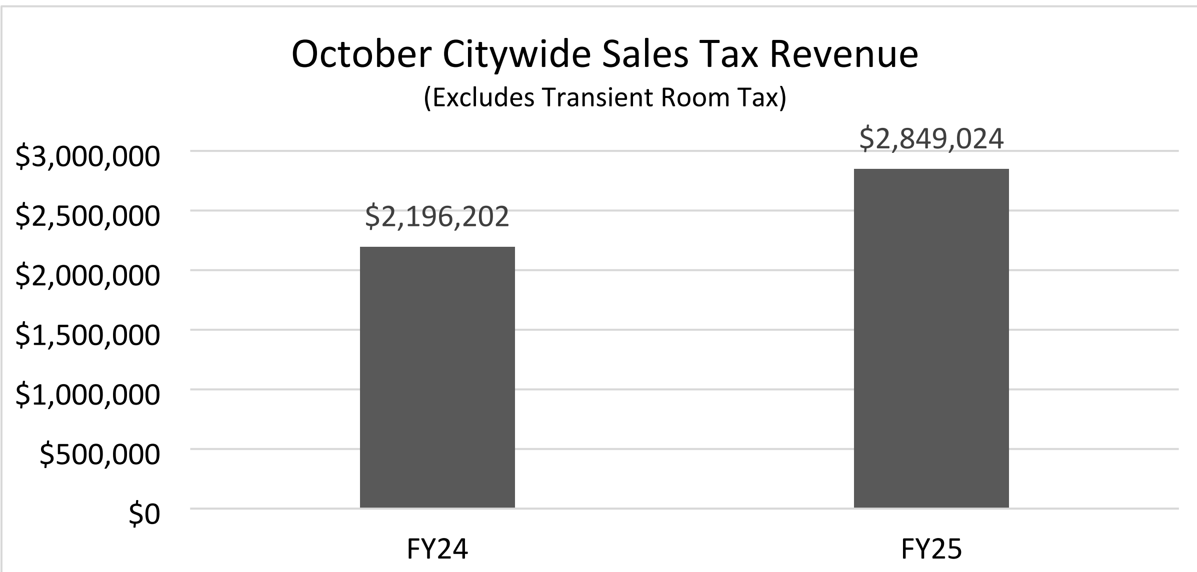
Despite the favorable and responsive elements of The Alexander Co. proposal designed to alleviate some of Park City's housing shortage with a compatible neighborhood redevelopment, history demonstrates that formidable challenges require considerable City Council and staff support. These include but are not limited to obtaining the appropriate levels of City financial support, a land use rezoning process, creating a new public right of way, and some of the normal arguments communities face when creating affordable housing (noise, capacity, parking, construction impacts, etc.).

Staff Communication

Subject:	**October Sales Tax & November Budget Report**
Author:	**Budget Team**
Department:	**Budget**
Date:	**January 9, 2025**

October Sales Tax Update

Sales tax revenues set a record for the highest October the City has ever seen. The City's sales taxes, excluding Transient Room taxes, rose by 29.7% ($652,822) compared to October 2023. The surge in October revenue, which comes on the heels of a down September (September -9%), leaves fiscal year-to-date citywide sales tax revenue up overall by 7.4% ($739,959) from last year.



These effects translated into an increase of 20% ($308,892) from the planned General Fund budget. In terms of year-over-year sales tax revenue, the General Fund has outperformed last year by 7.3% ($397,726). Trends in the City's Capital and Transportation Funds, which also receive sales tax revenues, broadly mirrored the trends seen in the General Fund.

On the lodging front, influenced by increased October occupancy rates, the Transient Room tax revenue increased more than other sales taxes, up 48.2% ($104,937) compared to last year. Year-to-date fiscal year 2025 revenues have outperformed last year by 13.87% ($115,627).

Our analysis indicated October would perform well relative to last year; however, we did not anticipate such a significant increase. Several factors indicate a relatively strong

October: consumer confidence rebounded and was up 9.6%, lodging occupancy was up 7.7%, and visitation was up overall. While it was a decent month, enthusiasm should be tempered.

Early tax filers heavily impacted the October sales tax revenue increase. Approximately 23% of October's sales tax revenue can be attributed to early filers, which will adversely impact next month's sales tax revenue. It should also be noted that October is not a significant sales tax revenue month and accounts for only approximately 5% of annual sales tax revenue.

Looking ahead, we continue collaborating with the PC Chamber of Commerce to regularly assess a range of global, national, and local economic indicators, including consumer spending patterns and tourism activity. This ongoing analysis will help ensure that our fiscal year 2025 budget and revenue forecasts align with current economic trends and that any proactive adjustments can be made accordingly.

November State Compliance Monthly Budget Reporting

The attachments to this report show monthly revenue and expenditure reports detailed by fund and major object type. In some cases, there may be discrepancies in year-to-date (YTD) actuals vs. estimated budges due to program seasonality, the timing of payments, capital projects, and bond transactions. Due to the timing of receiving revenue from the State, only sales tax payments through October have been recorded in the revenue report.

Observations:

Revenues

- Overall, revenue is tracking on budget. Note that only sales tax payments through October have been booked due to the timing of receiving payment from the State.
- Planning, Building, and Engineering fees in all funds continue to track above budget due to a large multi-unit, multi-level project. However, the General Fund is tracking more closely to budget than in previous months. We intentionally budget conservatively for Planning, Building, and Engineering fees each year because this is an unpredictable and inconsistent revenue stream.
- As in previous reports, Golf fees are tracking over the FY25 estimated monthly budget and above previous years. Operations have ceased for the winter season, but we will review historical trends as we begin budgeting for FY26 revenue.
- Miscellaneous Revenue is tracking below the estimated monthly budget in various funds due to the timing of booking interest earnings, rental revenue and miscellaneous income. We expect this to true up by the end of the year as some of these entries are done annually.
- Parking revenues are below budget and FY24 due to free parking during

the water improvement projects.

Expenditures

- Overall, expenses are tracking within 6% of the estimated budget, excluding bond, debt service, and capital expenses.
- Utility and Interfund Transfer budgets will true up as the year progresses.
- Seasonality impacts funds such as Stormwater and Golf, where spending is minimal at this time of year but will ramp up in the Spring.
- Variances in capital expenditures in various funds due to seasonality, project timelines, invoicing, completion dates, and carry-forward amounts.

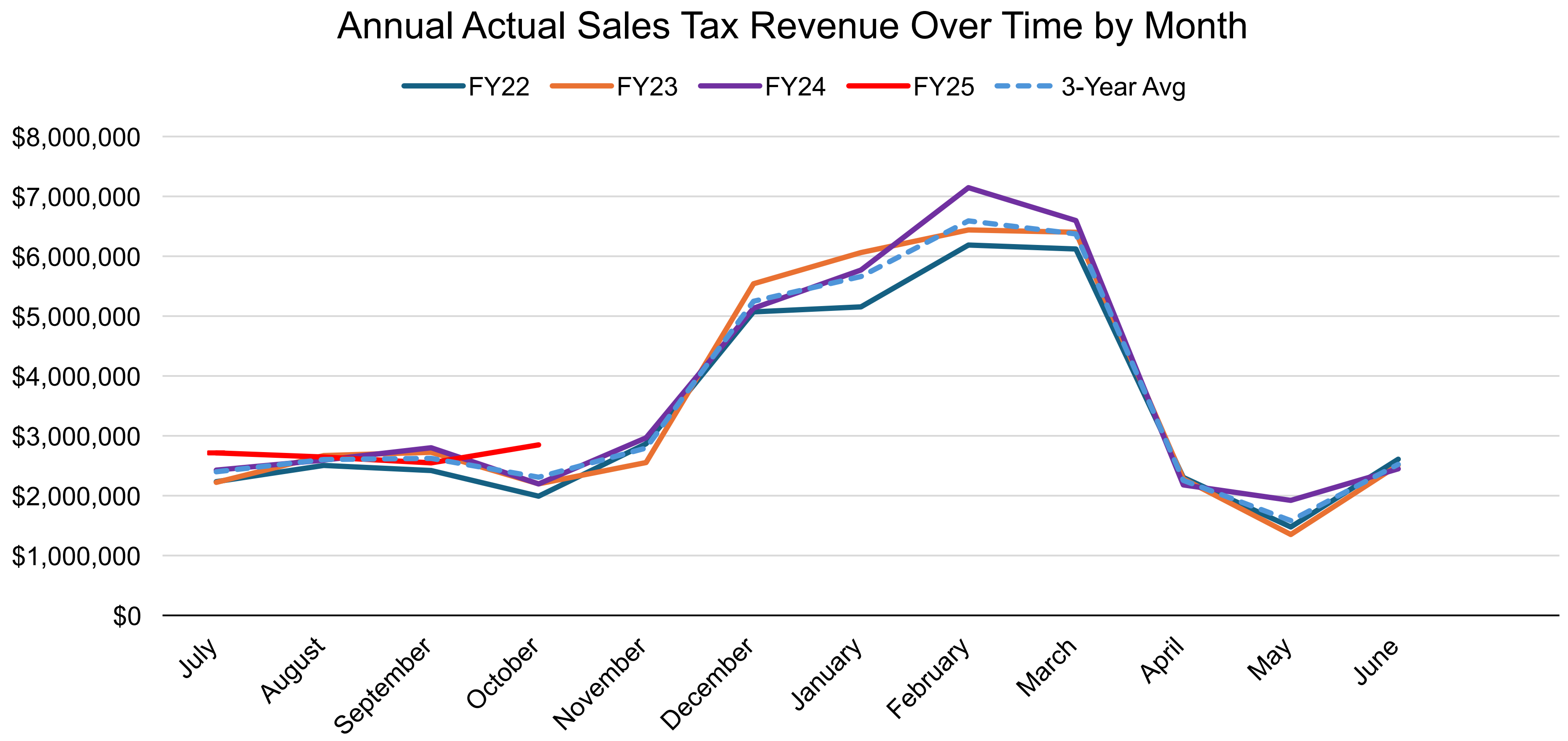
Exhibit A: FY25 October Sales Tax

Exhibit B: Revenue Summary by Object and Type

Exhibit C: Expense Summary by Object and Type

October Sales Tax Appendix

Sales Tax Revenues



Source: Park City Municipal Corporation. As of December 2024. Note: Excludes Transient Room Tax..

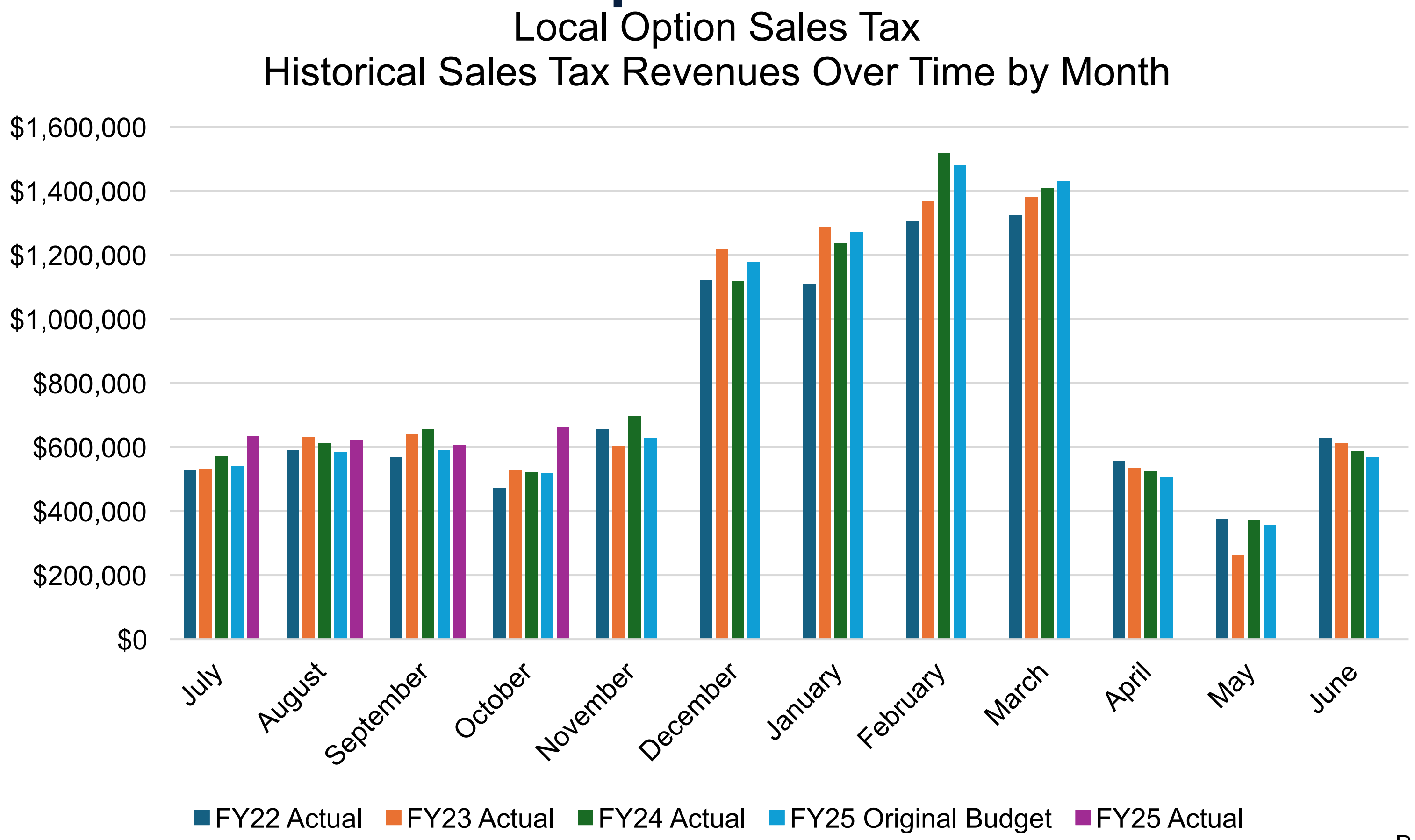
Local Option Sales Tax

Local Option Sales Tax - Monthly							
Month	**FY22 Actual**	**FY23 Actual**	**FY24 Actual**	**FY25 Original Budget**	**FY25 Actual**	**FY25 v FY24, % Variance**	**Actuals vs Budget**
July	$529,671	$532,806	$570,791	$539,132	$634,037	11.08%	17.60%
August	$589,690	$631,245	$612,827	$585,030	$623,012	1.66%	6.49%
September	$569,012	$641,829	$655,342	$589,443	$604,981	-7.68%	2.64%
October	$473,070	$526,872	$521,364	$518,699	$661,089	26.80%	27.45%
November	$655,496	$603,371	$695,129	$628,170	$0	-100.00%	-100.00%
December	$1,119,655	$1,216,593	$1,116,760	$1,179,047	$0	-100.00%	-100.00%
January	$1,110,233	$1,288,403	$1,236,790	$1,272,071	$0	-100.00%	-100.00%
February	$1,305,827	$1,366,459	$1,518,413	$1,480,826	$0	-100.00%	-100.00%
March	$1,323,165	$1,380,769	$1,408,614	$1,431,786	$0	-100.00%	-100.00%
April	$556,420	$534,284	$525,152	$506,752	$0	-100.00%	-100.00%
May	$375,382	$264,260	$370,168	$355,742	$0	-100.00%	-100.00%
June	$626,591	$611,246	$586,773	$566,946	$0	-100.00%	-100.00%
Total	**$9,234,210**	**$9,598,138**	**$9,818,123**	**$9,653,643**	**$2,523,119**	**-74.30%**	**-73.86%**

Local Option Sales Tax - Culmulative							
Month	**FY22 Actual**	**FY23 Actual**	**FY24 Actual**	**FY25 Original Budget**	**FY25 Actual**	**FY25 v FY24, % Variance**	**Actuals vs Budget**
July	$529,671	$532,806	$570,791	$539,132	$634,037	11.08%	17.60%
August	$1,119,361	$1,164,051	$1,183,618	$1,124,162	$1,257,049	6.20%	11.82%
September	$1,688,373	$1,805,880	$1,838,960	$1,713,604	$1,862,030	1.25%	8.66%
October	$2,161,443	$2,332,752	$2,360,324	$2,232,303	$2,523,119	6.90%	13.03%
November	$2,816,939	$2,936,124	$3,055,453	$2,860,474	$0	-100.00%	-100.00%
December	$3,936,593	$4,152,716	$4,172,213	$4,039,521	$0	-100.00%	-100.00%
January	$5,046,826	$5,441,119	$5,409,003	$5,311,591	$0	-100.00%	-100.00%
February	$6,352,653	$6,807,579	$6,927,416	$6,792,417	$0	-100.00%	-100.00%
March	$7,675,818	$8,188,348	$8,336,030	$8,224,202	$0	-100.00%	-100.00%
April	$8,232,238	$8,722,631	$8,861,182	$8,730,955	$0	-100.00%	-100.00%
May	$8,607,619	$8,986,891	$9,231,350	$9,086,697	$0	-100.00%	-100.00%
June	$9,234,210	$9,598,138	$9,818,123	$9,653,643	$0	-100.00%	-100.00%

Source: Park City Municipal Corporation. As of December 2024.

Local Option Sales Tax



Source: Park City Municipal Corporation. As of December 2024.

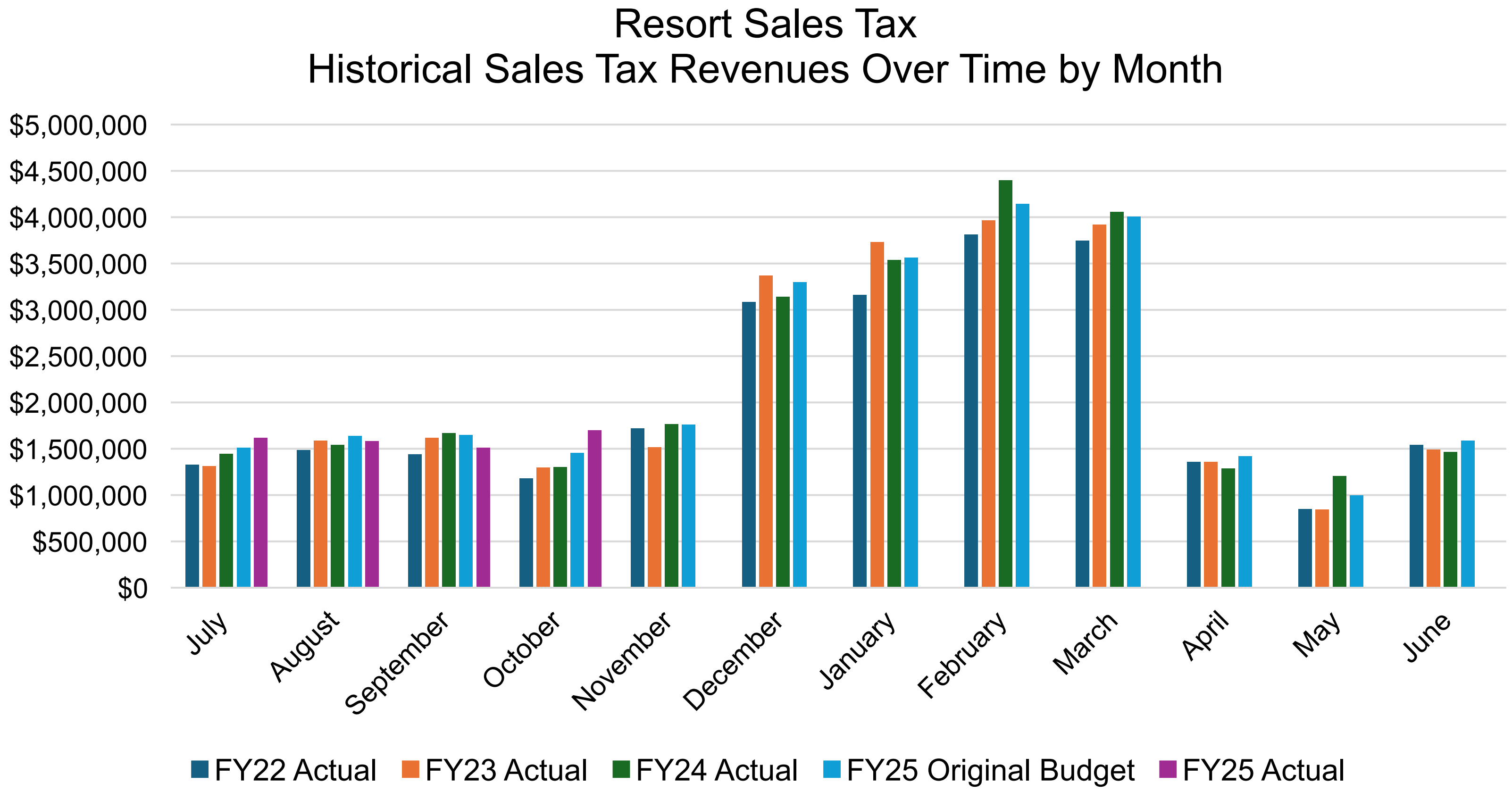
Resort Sales Tax

Resort Sales Tax - Monthly							
Month	FY22 Actual	FY23 Actual	FY24 Actual	FY25 Original Budget	FY25 Actual	FY25 v FY24, % Variance	Actuals vs Budget
July	$1,324,191	$1,312,332	$1,442,948	$1,508,574	$1,618,474	12.2%	7.29%
August	$1,486,151	$1,586,065	$1,541,605	$1,637,002	$1,580,122	2.50%	-3.47%
September	$1,439,786	$1,615,491	$1,668,124	$1,649,350	$1,508,595	-9.56%	-8.53%
October	$1,177,422	$1,296,056	$1,299,701	$1,451,398	$1,700,690	30.85%	17.18%
November	$1,717,615	$1,512,524	$1,764,089	$1,757,717	$0	-100.00%	-100.00%
December	$3,082,526	$3,368,390	$3,140,247	$3,299,153	$0	-100.00%	-100.00%
January	$3,157,600	$3,729,527	$3,538,256	$3,559,448	$0	-100.00%	-100.00%
February	$3,812,931	$3,965,502	$4,397,749	$4,143,576	$0	-100.00%	-100.00%
March	$3,746,856	$3,920,247	$4,053,790	$4,006,354	$0	-100.00%	-100.00%
April	$1,354,702	$1,356,848	$1,283,854	$1,417,971	$0	-100.00%	-100.00%
May	$849,574	$844,454	$1,202,996	$995,421	$0	-100.00%	-100.00%
June	$1,538,289	$1,491,338	$1,462,232	$1,586,401	$0	-100.00%	-100.00%
Total	**$24,687,643**	**$25,998,774**	**$26,795,590**	**$27,012,364**	**$6,407,882**	**-76.09%**	**-76.28%**

Resort Sales Tax - Culmulative							
Month	FY22 Actual	FY23 Actual	FY24 Actual	FY25 Original Budget	FY25 Actual	FY25 v FY24, % Variance	Actuals vs Budget
July	$1,324,191	$1,312,332	$1,442,948	$1,508,574	$1,618,474	12.16%	7.29%
August	$2,810,341	$2,898,396	$2,984,553	$3,145,576	$3,198,596	7.17%	1.69%
September	$4,250,127	$4,513,887	$4,652,677	$4,794,926	$4,707,191	1.17%	-1.83%
October	$5,427,549	$5,809,943	$5,952,378	$6,246,324	$6,407,882	7.65%	2.59%
November	$7,145,164	$7,322,467	$7,716,467	$8,004,041	$0	-100.00%	-100.00%
December	$10,227,690	$10,690,858	$10,856,714	$11,303,194	$0	-100.00%	-100.00%
January	$13,385,290	$14,420,385	$14,394,970	$14,862,642	$0	-100.00%	-100.00%
February	$17,198,221	$18,385,887	$18,792,719	$19,006,218	$0	-100.00%	-100.00%
March	$20,945,078	$22,306,135	$22,846,508	$23,012,572	$0	-100.00%	-100.00%
April	$22,299,780	$23,662,982	$24,130,362	$24,430,542	$0	-100.00%	-100.00%
May	$23,149,354	$24,507,436	$25,333,358	$25,425,963	$0	-100.00%	-100.00%
June	$24,687,643	$25,998,774	$26,795,590	$27,012,364	$0	-100.00%	-100.00%

Source: Park City Municipal Corporation. As of December 2024.

Resort Sales Tax



Source: Park City Municipal Corporation. As of December 2024.

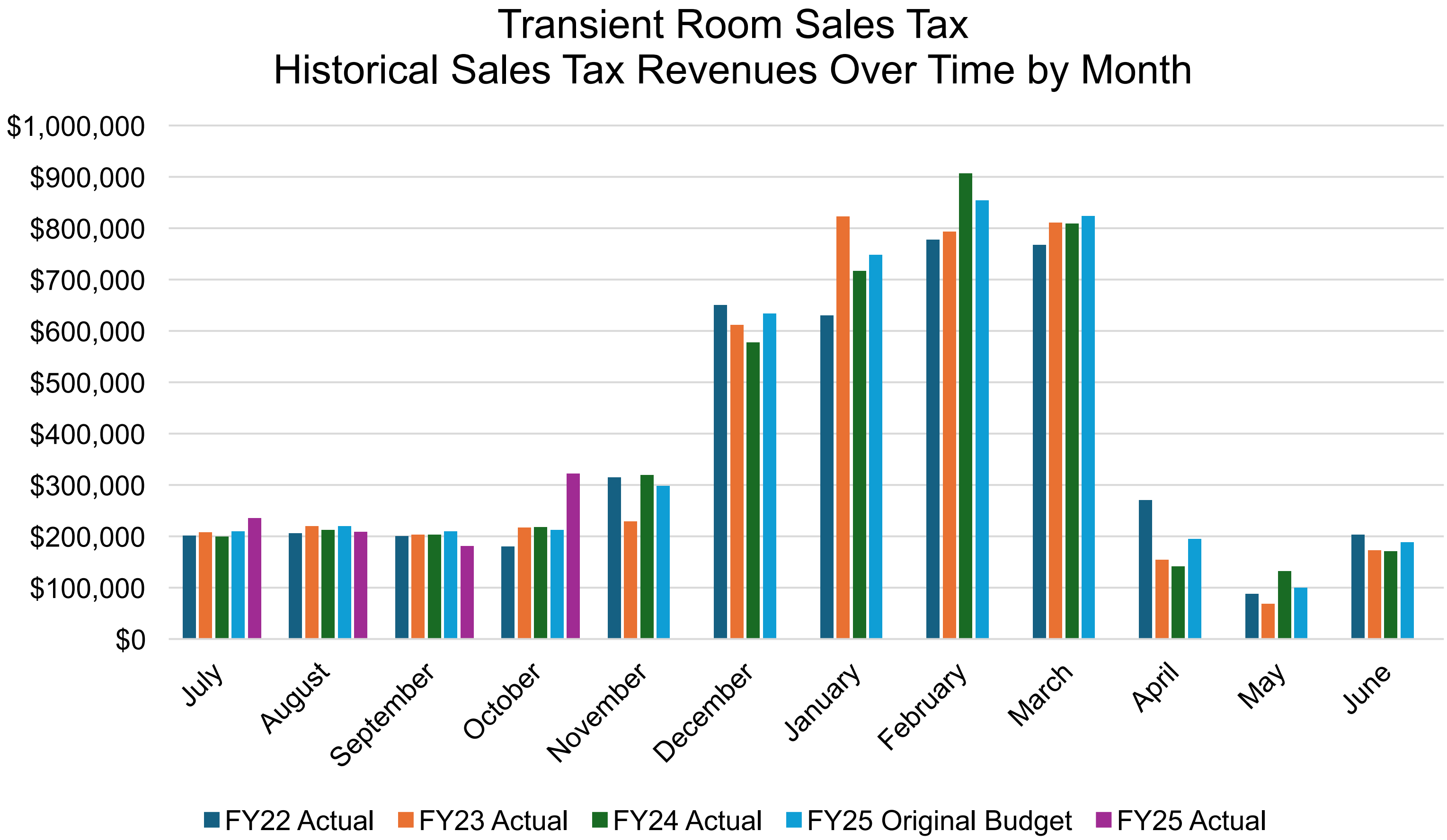
Transient Room Tax

Transient Room Sales Tax - Monthly							
Month	**FY22 Actual**	**FY23 Actual**	**FY24 Actual**	**FY25 Original Budget**	**FY25 Actual**	**FY25 v FY24, % Variance**	**Actuals vs Budget**
July	$201,780	$207,936	$199,624	$210,132	$236,013	18.23%	12.32%
August	$206,192	$219,874	$212,683	$220,274	$209,093	-1.69%	-5.08%
September	$200,321	$203,178	$203,721	$209,401	$181,611	-10.85%	-13.27%
October	$179,897	$217,406	$217,701	$212,085	$322,638	48.20%	52.13%
November	$315,172	$229,493	$319,441	$297,988	$0	-100.00%	-100.00%
December	$650,240	$611,583	$577,710	$634,366	$0	-100.00%	-100.00%
January	$630,062	$823,076	$717,139	$748,424	$0	-100.00%	-100.00%
February	$778,153	$793,379	$906,424	$854,527	$0	-100.00%	-100.00%
March	$767,199	$811,367	$809,258	$823,445	$0	-100.00%	-100.00%
April	$270,230	$154,497	$141,257	$195,180	$0	-100.00%	-100.00%
May	$87,896	A$69,124	$132,111	$99,707	$0	-100.00%	-100.00%
June	$203,021	$172,713	$171,123	$188,585	$0	-100.00%	-100.00%
Total	**$4,490,163**	**$4,513,625**	**$4,608,192**	**$4,694,114**	**$949,356**	**-79.40%**	**-79.78%**

Transient Room Sales Tax - Culmulative							
Month	**FY22 Actual**	**FY23 Actual**	**FY24 Actual**	**FY25 Original Budget**	**FY25 Actual**	**FY25 v FY24, % Variance**	**Actuals vs Budget**
July	$201,780	$207,936	$199,624	$210,132	$236,013	18.23%	12.32%
August	$407,972	$427,810	$412,307	$430,405	$445,106	7.96%	3.42%
September	$608,293	$630,988	$616,027	$639,806	$626,717	1.74%	-2.05%
October	$788,190	$848,393	$833,728	$851,891	$949,356	13.87%	11.44%
November	$1,103,363	$1,077,886	$1,153,169	$1,149,880	$0	-100.00%	-100.00%
December	$1,753,602	$1,689,469	$1,730,880	$1,784,246	$0	-100.00%	-100.00%
January	$2,383,664	$2,512,545	$2,448,018	$2,532,669	$0	-100.00%	-100.00%
February	$3,161,817	$3,305,925	$3,354,443	$3,387,196	$0	-100.00%	-100.00%
March	$3,929,016	$4,117,292	$4,163,701	$4,210,642	$0	-100.00%	-100.00%
April	$4,199,246	$4,271,788	$4,304,958	$4,405,822	$0	-100.00%	-100.00%
May	$4,287,142	$4,340,912	$4,437,069	$4,505,529	$0	-100.00%	-100.00%
June	$4,490,163	$4,513,625	$4,608,192	$4,694,114	$0	-100.00%	-100.00%

Source: Park City Municipal Corporation. As of December 2024.

Transient Room Tax



Source: Park City Municipal Corporation. As of December 2024.

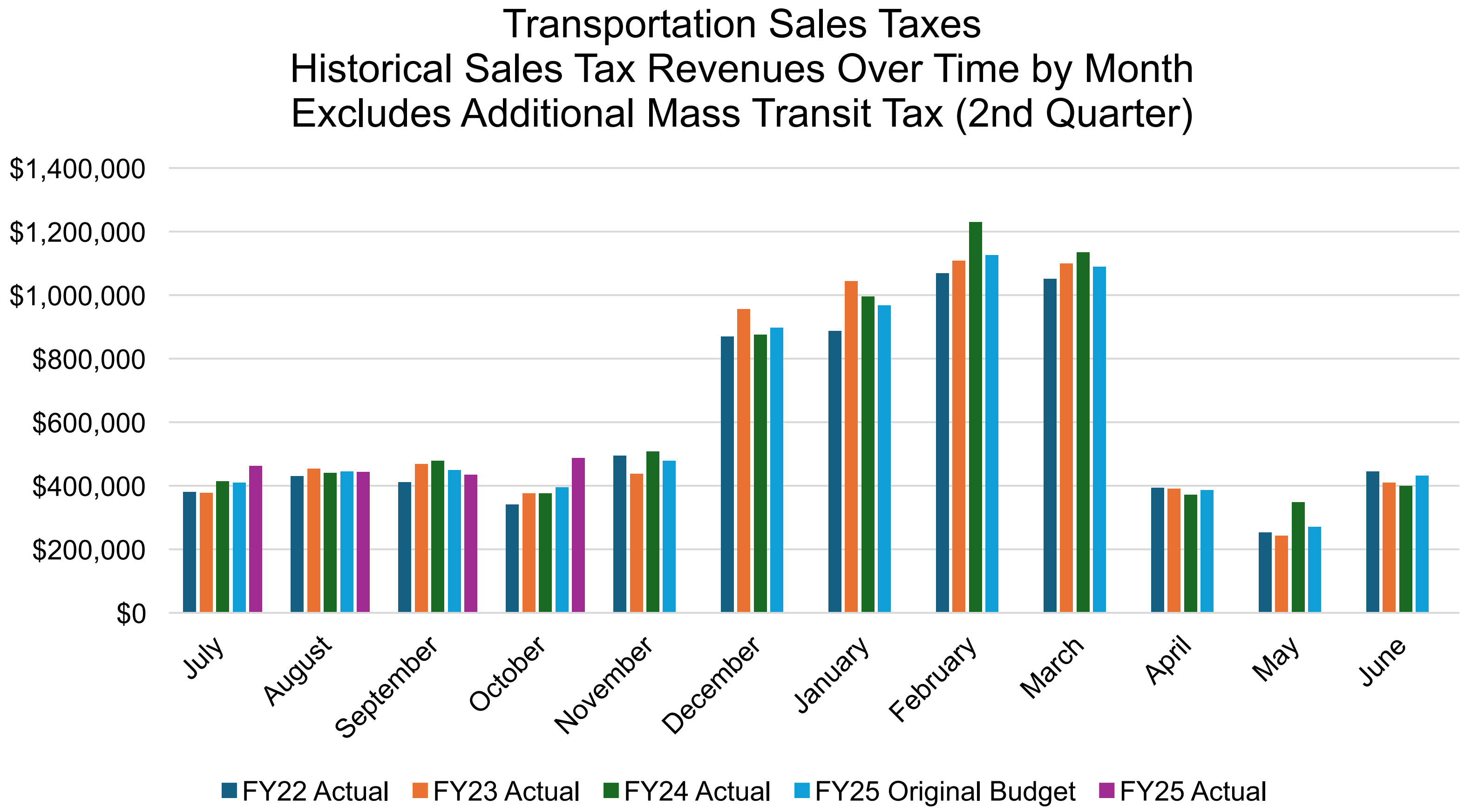
Transportation Sales Taxes

Transportation Sales Taxes - Monthly							
Month	FY22 Actual	FY23 Actual	FY24 Actual	FY25 Original Budget	FY25 Actual	FY25 v FY24, % Variance	Actuals vs Budget
July	$380,466	$377,116	$413,216	$409,985	$462,510	11.93%	12.81%
August	$429,532	$453,180	$439,674	$444,888	$442,599	0.67%	-0.51%
September	$411,403	$467,427	$477,474	$448,244	$434,807	-8.94%	-3.00%
October	$341,061	$375,061	$375,137	$394,446	$487,245	29.88%	23.53%
November	$494,289	$437,648	$507,667	$477,694	$0	-100.00%	-100.00%
December	$868,834	$955,716	$874,845	$896,610	$0	-100.00%	-100.00%
January	$886,424	$1,043,825	$994,634	$967,350	$0	-100.00%	-100.00%
February	$1,068,449	$1,107,890	$1,229,933	$1,126,099	$0	-100.00%	-100.00%
March	$1,051,270	$1,099,522	$1,134,098	$1,088,806	$0	-100.00%	-100.00%
April	$393,681	$390,607	$371,011	$385,362	$0	-100.00%	-100.00%
May	$252,065	$242,686	$348,567	$270,525	$0	-100.00%	-100.00%
June	$444,710	$409,441	$399,687	$431,136	$0	-100.00%	-100.00%
Total	**$7,022,185**	**$7,360,119**	**$7,565,943**	**$7,341,144**	**$1,827,162**	**-75.85%**	**-75.11%**

Transportation Sales Taxes - Culmulative							
Month	FY22 Actual	FY23 Actual	FY24 Actual	FY25 Original Budget	FY25 Actual	FY25 v FY24, % Variance	Actuals vs Budget
July	$380,466	$377,116	$413,216	$409,985	$462,510	11.93%	12.81%
August	$809,998	$830,296	$852,890	$854,872	$905,110	6.12%	5.88%
September	$1,221,401	$1,297,723	$1,330,364	$1,303,116	$1,339,916	0.72%	2.82%
October	$1,562,462	$1,672,784	$1,705,501	$1,697,562	$1,827,162	7.13%	7.63%
November	$2,056,751	$2,110,432	$2,213,168	$2,175,256	$0	-100.00%	-100.00%
December	$2,925,585	$3,066,148	$3,088,013	$3,071,866	$0	-100.00%	-100.00%
January	$3,812,009	$4,109,973	$4,082,647	$4,039,217	$0	-100.00%	-100.00%
February	$4,880,458	$5,217,863	$5,312,580	$5,165,315	$0	-100.00%	-100.00%
March	$5,931,728	$6,317,384	$6,446,678	$6,254,121	$0	-100.00%	-100.00%
April	$6,325,409	$6,707,992	$6,817,689	$6,639,483	$0	-100.00%	-100.00%
May	$6,577,475	$6,950,678	$7,166,256	$6,910,008	$0	-100.00%	-100.00%
June	$7,022,185	$7,360,119	$7,565,943	$7,341,144	$0	-100.00%	-100.00%

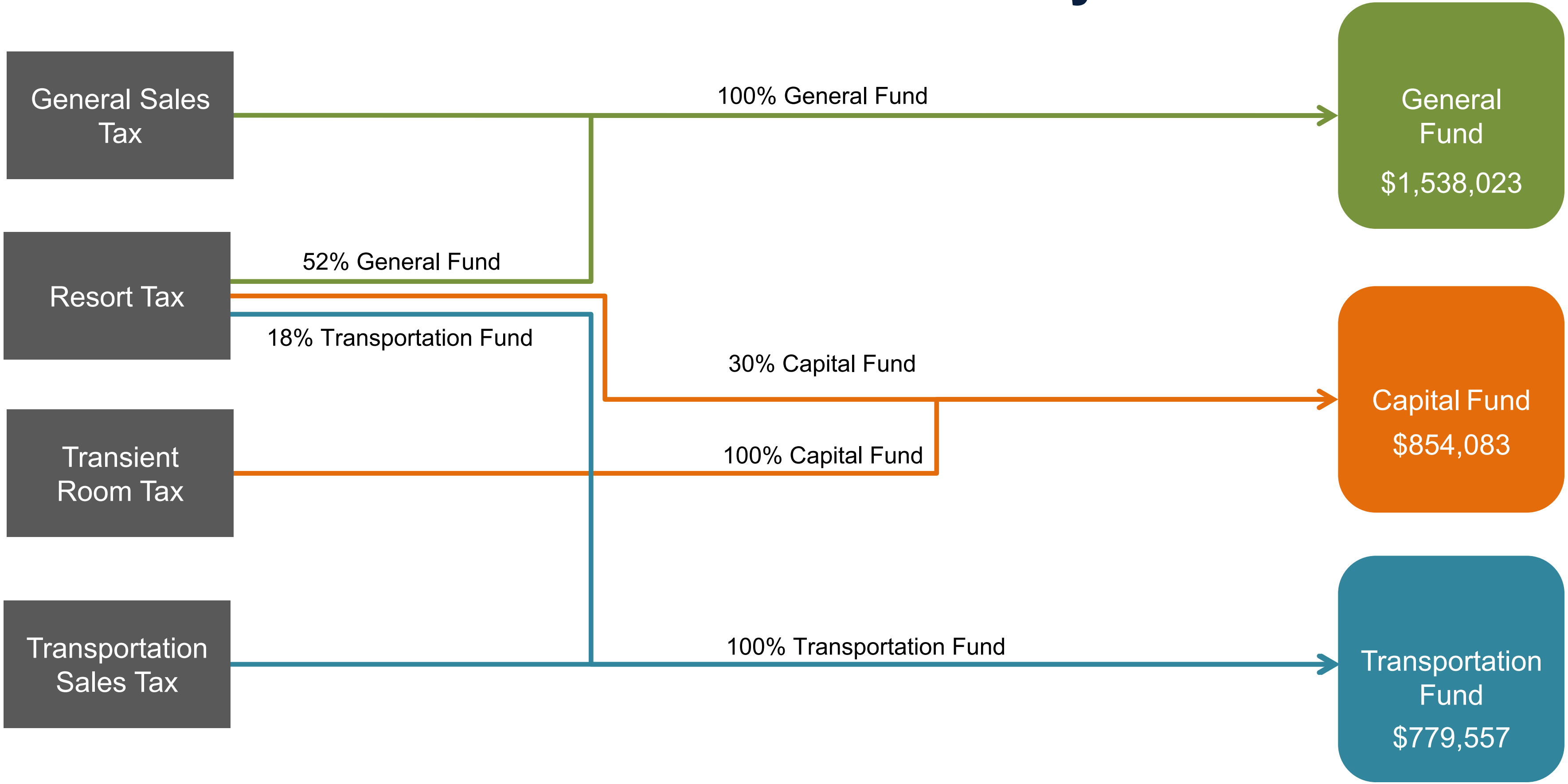
Source: Park City Municipal Corporation. As of December 2024. Note: Transportation Sales Tax does not include the Additional Mass Transit Tax.

Transportation Sales Taxes



Source: Park City Municipal Corporation. As of December 2024. Note: Transportation Sales Tax does not include the Additional Mass Transit Tax (2nd Quarter).

October Sales Tax Revenue by Fund



Source: Park City Municipal Corporation. As of December 2024.

FY25 Revenue - Nov 2024	YTD FY23	YTD FY24	FY25 YTD Actuals	YTD Monthly Budget Estm	YTD Variance $	YTD Variance %	Adjusted Budget
- 011 GENERAL FUND							
Property Taxes	994,239	1,059,965	1,100,838	1,185,457	-84,619	-7%	14,141,021
Sales Tax	4,133,270	4,237,949	4,289,199	4,502,297	-213,098	-5%	20,439,133
Franchise Tax	624,845	786,290	803,127	904,657	-101,530	-11%	4,782,816
Licenses	271,738	320,508	301,882	342,829	-40,947	-12%	464,017
Planning Building & Engineering Fees	2,760,729	3,332,310	4,772,583	4,198,273	574,309	14%	6,449,807
Special Event Fees	64,401	41,195	92,351	33,866	58,485	173%	151,623
Federal Revenue	11,750	9,500		17,258	-17,258	-100%	44,489
State Revenue					0		64,957
County/SP District Revenue	15,000			4,340	-4,340	-100%	10,415
Cemetery Charges for Services	14,214	17,212	12,016	29,509	-17,493	-59%	61,817
Recreation	993,798	1,005,343	1,155,869	1,062,312	93,557	9%	2,856,490
Other Service Revenue	23,346	30,876	28,077	37,478	-9,401	-25%	95,595
Library Fees	6,337	7,806	7,895	9,325	-1,430	-15%	22,552
Misc. Revenues	171,471	58,751	46,026	646,849	-600,822	-93%	1,638,768
Interfund Transactions (Admin)	1,108,335	1,233,170	1,233,170	1,749,081	-515,911	-29%	4,197,778
Special Revenues & Resources	524,229	178,250	1,770	28,219	-26,449	-94%	70,661
Total 011 GENERAL FUND	11,717,701	12,319,125	13,844,801	14,751,747	-906,946	-6%	55,491,939
- 012 QUINNS RECREATION COMPLEX							
County/SP District Revenue				1,602	-1,602	-100%	3,845
Recreation	6,173	1,101	7,885	2,692	5,193	193%	6,944
Ice	311,290	330,602	403,034	431,814	-28,780	-7%	1,276,867
Misc. Revenues	-12	8	11		11		1,386
Total 012 QUINNS RECREATION COMPLEX	317,450	331,710	410,929	436,108	-25,179	-6%	1,289,042
- 022 DRUG CONFISCATIONS							
State Revenue	750		16,677		16,677		11,035
Total 022 DRUG CONFISCATIONS	750		16,677		16,677		11,035
- 023 LOWER PARK AVE RDA SPECIAL REVENUE FUND							
Property Taxes	2,147	26,563	8,460	25,121	-16,660	-66%	5,168,834
Misc. Revenues				55,833	-55,833	-100%	134,000
Total 023 LOWER PARK AVE RDA SPECIAL REVENUE FUND	2,147	26,563	8,460	80,954	-72,494	-90%	5,302,834
- 024 MAIN STREET RDA SPECIAL REVENUE FUND							
Property Taxes	372	1,407	1,691	5,603	-3,912	-70%	11,319
Misc. Revenues				18,333	-18,333	-100%	44,000
Total 024 MAIN STREET RDA SPECIAL REVENUE FUND	372	1,407	1,691	23,936	-22,245	-93%	55,319
- 031 CAPITAL IMPROVEMENT FUND							
Sales Tax	2,041,688	2,070,052	2,097,684	3,455,055	-1,357,371	-39%	16,184,158
Planning Building & Engineering Fees	413,670	293,843	1,399,552	317,668	1,081,884	341%	405,471
Federal Revenue				1,156	-1,156	-100%	2,774
State Revenue	157,211	194,014	213,024	186,933	26,091	14%	542,060
County/SP District Revenue	35,000	274,500	3,914	9,831	-5,917	-60%	1,001,879
Misc. Revenues	313,800	149,541	193,861	250,943	-57,081	-23%	4,890,066
Special Revenues & Resources	77,670	7,497	153,932	11,503	142,429	1238%	414,185
Total 031 CAPITAL IMPROVEMENT FUND	3,039,038	2,989,447	4,061,968	4,233,089	-171,121	-4%	23,440,593
- 033 REDEVELOPMENT AGENCY-LOWER PRK							
Misc. Revenues				57,083	-57,083	-100%	137,000

FY25 Revenue - Nov 2024	YTD FY23	YTD FY24	FY25 YTD Actuals	YTD Monthly Budget Estm	YTD Variance $	YTD Variance %	Adjusted Budget
Interfund Transactions (CIP/Debt)	1,288,555	1,288,555	1,288,555	1,288,550	5	0%	3,092,532
Total 033 REDEVELOPMENT AGENCY-LOWER PRK	1,288,555	1,288,555	1,288,555	1,345,633	-57,078	-4%	3,229,532
- 034 REDEVELOPMENT AGENCY-MAIN ST							
Misc. Revenues				39,167	-39,167	-100%	94,000
Interfund Transactions (CIP/Debt)	291,665				0		
Total 034 REDEVELOPMENT AGENCY-MAIN ST	291,665			39,167	-39,167	-100%	94,000
- 035 BUILDING AUTHORITY							
Misc. Revenues				147,917	-147,917	-100%	355,000
Total 035 BUILDING AUTHORITY				147,917	-147,917	-100%	355,000
- 038 EQUIPMENT REPLACEMENT CIP							
Misc. Revenues	8,360	86,710	118,275	72,444	45,831	63%	150,000
Interfund Transactions (CIP/Debt)	660,665	785,665	785,665	785,664	1	0%	1,885,600
Total 038 EQUIPMENT REPLACEMENT CIP	669,025	872,375	903,940	858,108	45,832	5%	2,035,600
- 051 WATER FUND							
Planning Building & Engineering Fees	510,897	585,410	1,654,047	513,323	1,140,724	222%	885,049
Water Charges for Services	9,396,588	10,632,980	12,913,726	11,768,563	1,145,163	10%	25,486,658
Misc. Revenues	297,077	311,767	255,446	323,730	-68,284	-21%	763,435
Special Revenues & Resources				416,667	-416,667	-100%	1,000,000
Total 051 WATER FUND	10,204,562	11,530,157	14,823,219	13,022,283	1,800,936	14%	28,135,142
- 052 STORM WATER FUND							
Water Charges for Services	585,700	623,532	647,687	788,306	-140,619	-18%	2,176,658
Misc. Revenues				61,667	-61,667	-100%	148,000
Total 052 STORM WATER FUND	585,700	623,532	647,687	849,973	-202,286	-24%	2,324,658
- 055 GOLF COURSE FUND							
Recreation	1,350,343	1,472,100	1,615,266	1,342,071	273,195	20%	2,084,495
Misc. Revenues	5,019	10	1,478	46,250	-44,772	-97%	156,124
Interfund Transactions (CIP/Debt)	10,415	10,415	10,415	10,415	0	0%	25,000
Total 055 GOLF COURSE FUND	1,365,777	1,482,525	1,627,159	1,398,736	228,423	16%	2,265,619
- 057 TRANSPORTATION & PARKING FUND							
Sales Tax	2,331,331	2,582,887	2,641,746	2,576,110	65,636	3%	16,249,330
Licenses	886,650	989,619	1,023,308	969,035	54,273	6%	1,027,821
Federal Revenue	3,396,636		691,108		691,108		14,074,397
County/SP District Revenue	31,920	1,581,265	237,751	382,965	-145,214	-38%	730,000
Transit Charges for Services		789		25,818	-25,818	-100%	75,991
Fines & Forfeitures				125,000	-125,000	-100%	300,000
Misc. Revenues	26,650	13,009	24,827	626,807	-601,980	-96%	3,092,519
Special Revenues & Resources			150,191		150,191		259,531
Total 057 TRANSPORTATION & PARKING FUND	6,673,187	5,167,570	4,768,932	4,705,736	63,196	1%	35,809,589
- 058 PARKING FUND							
Special Event Fees	15,362	150	4,038	231	3,807	1651%	80,985
Fines & Forfeitures	1,152,829	1,388,859	1,155,050	1,675,619	-520,570	-31%	3,440,162
Misc. Revenues	-3	50			0		
Total 058 PARKING FUND	1,168,188	1,389,059	1,159,087	1,675,850	-516,763	-31%	3,521,147
- 062 FLEET SERVICES FUND							
Interfund Transactions (Admin)	1,143,925	1,397,505	1,325,335	1,397,505	-72,170	-5%	3,180,800
Total 062 FLEET SERVICES FUND	1,143,925	1,397,505	1,325,335	1,397,505	-72,170	-5%	3,180,800

FY25 Revenue - Nov 2024	YTD FY23	YTD FY24	FY25 YTD Actuals	YTD Monthly Budget Estm	YTD Variance $	YTD Variance %	Adjusted Budget
- 064 SELF INSURANCE FUND							
Misc. Revenues	145,835	187,500	229,165	187,501	41,665	22%	550,000
Interfund Transactions (Admin)	705,825	769,770	754,675	789,480	-34,805	-4%	1,894,743
Total 064 SELF INSURANCE FUND	851,660	957,270	983,840	976,980	6,860	1%	2,444,743
- 070 SALES TAX REV BOND - DEBT SVS FUND							
Misc. Revenues	236,577	604,310	592,632	507,903	84,728	17%	1,284,410
Interfund Transactions (CIP/Debt)	2,903,665	2,902,215	2,899,695	2,899,682	13	0%	6,959,265
Total 070 SALES TAX REV BOND - DEBT SVS FUND	3,140,242	3,506,525	3,492,327	3,407,585	84,741	2%	8,243,675
- 071 DEBT SERVICE FUND							
Property Taxes					0		11,638,656
Misc. Revenues	1,186	2,297	3,822	2,686	1,136	42%	28,648
Total 071 DEBT SERVICE FUND	1,186	2,297	3,822	2,686	1,136	42%	11,667,304
- Grand Total							
TOTAL	42,461,130	43,885,622	49,368,428	49,353,992	14,437	0%	188,897,572

FY25 Expenses - Nov 2024	YTD FY23	YTD FY24	FY25 YTD Actuals	YTD Monthly Budget Estm	YTD Variance $	YTD Variance %	Adjusted Budget
- 011 GENERAL FUND							
PERSONNEL SERVICES	11,692,657	12,486,262	13,858,664	15,565,773	-1,707,109	-11%	36,971,577
MATERIALS, SUPPLIES AND SERVICES	559,342	589,085	647,032	590,630	56,401	10%	1,679,660
UTILITIES	276,317	286,005	272,505	249,516	22,989	9%	1,982,836
CONTRACT SVCS/CONSULTING/SOFTWARE LIC	1,439,391	1,828,153	1,914,355	1,917,194	-2,840	0%	6,043,430
PARTS/MAINTENANCE SUPPLIES	471,700	471,455	525,913	586,222	-60,308	-10%	1,960,550
SPECIAL SERV CONTRACT/MISC CHARGES	425,471	320,884	633,269	365,439	267,830	73%	1,854,500
CAPITAL OUTLAY	157,997	397,890	102,379	168,354	-65,975	-39%	468,117
INTERFUND TRANSFER	1,433,245	1,743,410	1,720,640	1,667,396	53,244	3%	4,175,849
Total 011 GENERAL FUND	16,456,120	18,123,145	19,674,757	21,110,525	-1,435,768	-7%	55,136,519
- 012 QUINNS RECREATION COMPLEX							
PERSONNEL SERVICES	407,579	445,176	430,508	559,692	-129,184	-23%	1,329,372
MATERIALS, SUPPLIES AND SERVICES	34,548	13,873	23,506	27,542	-4,036	-15%	70,665
UTILITIES	55,800	52,881	47,227	45,642	1,584	3%	151,538
CONTRACT SVCS/CONSULTING/SOFTWARE LIC	35,796	53,083	52,144	52,412	-268	-1%	125,410
PARTS/MAINTENANCE SUPPLIES	17,980	20,183	20,426	24,538	-4,111	-17%	62,020
SPECIAL SERV CONTRACT/MISC CHARGES	10,528	10,376	12,437	8,903	3,533	40%	23,000
CAPITAL OUTLAY				417	-417	-100%	1,000
Total 012 QUINNS RECREATION COMPLEX	562,231	595,572	586,247	719,147	-132,899	-18%	1,763,005
- 022 DRUG CONFISCATIONS							
CAPITAL OUTLAY	750				0		
Total 022 DRUG CONFISCATIONS	750				0		
- 023 LOWER PARK AVE RDA SPECIAL REVENUE FUND							
MATERIALS, SUPPLIES AND SERVICES					0		10,000
UTILITIES	790	898	1,177	-802	1,979	-247%	7,823
CONTRACT SVCS/CONSULTING/SOFTWARE LIC	11,400			4,581	-4,581	-100%	70,000
SPECIAL SERV CONTRACT/MISC CHARGES					0		700,000
INTERFUND TRANSFER	1,288,555	1,288,555	1,288,555	1,167,477	121,078	10%	3,092,532
Total 023 LOWER PARK AVE RDA SPECIAL REVENUE FUND	1,300,745	1,289,453	1,289,732	1,171,256	118,476	10%	3,880,355
- 024 MAIN STREET RDA SPECIAL REVENUE FUND							
CONTRACT SVCS/CONSULTING/SOFTWARE LIC	6,830		7,300	1,669	5,631	337%	50,000
SPECIAL SERV CONTRACT/MISC CHARGES					0		405,000
INTERFUND TRANSFER	291,665				0		
Total 024 MAIN STREET RDA SPECIAL REVENUE FUND	298,495		7,300	1,669	5,631	337%	455,000
- 031 CAPITAL IMPROVEMENT FUND							
PERSONNEL SERVICES	8,544	1,873			0		
CAPITAL OUTLAY	3,792,172	5,888,140	8,369,402	21,478,900	-13,109,498	-61%	49,605,794
INTERFUND TRANSFER	1,740,450	1,739,365	1,739,445	1,910,504	-171,059	-9%	4,174,675
Total 031 CAPITAL IMPROVEMENT FUND	5,541,165	7,629,378	10,108,847	23,389,404	-13,280,557	-57%	53,780,469
- 033 REDEVELOPMENT AGENCY-LOWER PRK							
CAPITAL OUTLAY	23,041	1,031,972	13,787	120,021	-106,234	-89%	145,000
INTERFUND TRANSFER	1,163,215	1,162,850	1,160,250	988,412	171,838	17%	2,784,590
Total 033 REDEVELOPMENT AGENCY-LOWER PRK	1,186,256	2,194,822	1,174,037	1,108,433	65,604	6%	2,929,590
- 034 REDEVELOPMENT AGENCY-MAIN ST							
CAPITAL OUTLAY			6,750		6,750		
Total 034 REDEVELOPMENT AGENCY-MAIN ST			6,750		6,750		
- 035 BUILDING AUTHORITY							
CAPITAL OUTLAY			451,465		451,465		
Total 035 BUILDING AUTHORITY			451,465		451,465		
- 038 EQUIPMENT REPLACEMENT CIP							
CAPITAL OUTLAY	1,066,248	1,156,329	477,003	617,512	-140,509	-23%	1,963,000

FY25 Expenses - Nov 2024	YTD FY23	YTD FY24	FY25 YTD Actuals	YTD Monthly Budget Estm	YTD Variance $	YTD Variance %	Adjusted Budget	
Total 038 EQUIPMENT REPLACEMENT CIP	1,066,248	1,156,329	477,003	617,512	-140,509	-23%	1,963,000	
- 051 WATER FUND								
PERSONNEL SERVICES	1,645,584	2,132,821	2,069,436	2,265,652	-196,216	-9%	5,381,342	
MATERIALS, SUPPLIES AND SERVICES	298,909	323,633	204,674	239,853	-35,179	-15%	630,434	
UTILITIES	260,075	289,009	251,773	454,538	-202,765	-45%	1,393,533	
CONTRACT SVCS/CONSULTING/SOFTWARE LIC	662,958	862,361	708,474	796,038	-87,564	-11%	2,153,944	
PARTS/MAINTENANCE SUPPLIES	505,583	900,219	630,125	576,531	53,594	9%	1,525,775	
SPECIAL SERV CONTRACT/MISC CHARGES	94,638	136,137	196,065	76,537	119,528	156%	191,700	
CAPITAL OUTLAY	4,919,863	-787,261	2,337,923	2,006,247	331,676	17%	5,326,295	See water tab
DEBT SERVICE	-119,230	-29,018	-70,467	769,052	-839,519	-109%	9,400,688	
INTERFUND TRANSFER	559,270	640,350	640,225	661,538	-21,313	-3%	2,646,483	
Total 051 WATER FUND	8,827,651	4,468,252	6,968,227	7,845,985	-877,757	-11%	28,650,193	
- 052 STORM WATER FUND								
PERSONNEL SERVICES	386,118	208,851	245,980	360,105	-114,125	-32%	855,316	
MATERIALS, SUPPLIES AND SERVICES	6,579	8,562	18,175	19,670	-1,495	-8%	63,000	
UTILITIES	12,026	12,075	5,312	13,206	-7,894	-60%	45,299	
CONTRACT SVCS/CONSULTING/SOFTWARE LIC	22,266	65,142	60,024	72,022	-11,998	-17%	150,125	
PARTS/MAINTENANCE SUPPLIES	7,315	10,399	14,307	20,541	-6,233	-30%	41,406	
CAPITAL OUTLAY	-98,573	394,322	8,671	410,541	-401,870	-98%	1,238,600	
INTERFUND TRANSFER	65,575	72,460	72,355	72,522	-167	0%	180,768	
Total 052 STORM WATER FUND	401,305	771,812	424,824	968,607	-543,783	-56%	2,574,514	
- 055 GOLF COURSE FUND								
PERSONNEL SERVICES	423,553	497,915	544,137	562,430	-18,294	-3%	1,335,875	
MATERIALS, SUPPLIES AND SERVICES	25,498	24,310	29,467	36,847	-7,380	-20%	86,200	
UTILITIES	45,884	27,485	34,773	41,068	-6,294	-15%	58,400	
CONTRACT SVCS/CONSULTING/SOFTWARE LIC	36,408	51,027	46,488	53,954	-7,467	-14%	109,825	
PARTS/MAINTENANCE SUPPLIES	151,505	149,994	113,039	158,842	-45,804	-29%	382,800	
SPECIAL SERV CONTRACT/MISC CHARGES	33,755	32,404	43,049	34,832	8,218	24%	43,500	
CAPITAL OUTLAY	3,155		161,416	95,900	65,516	68%	576,641	
INTERFUND TRANSFER	70,040	74,980	78,160	85,957	-7,797	-9%	209,623	
Total 055 GOLF COURSE FUND	789,799	858,115	1,050,529	1,069,830	-19,301	-2%	2,802,864	
- 057 TRANSPORTATION & PARKING FUND								
PERSONNEL SERVICES	3,337,350	4,152,858	5,017,876	5,296,901	-279,024	-5%	12,581,115	
MATERIALS, SUPPLIES AND SERVICES	76,870	108,150	199,151	112,989	86,163	76%	412,422	
UTILITIES	115,665	109,951	79,479	99,657	-20,178	-20%	352,828	
CONTRACT SVCS/CONSULTING/SOFTWARE LIC	224,930	195,907	262,788	410,451	-147,663	-36%	2,857,360	
PARTS/MAINTENANCE SUPPLIES	15,136	16,529	2,759	12,684	-9,926	-78%	57,000	
SPECIAL SERV CONTRACT/MISC CHARGES	27,491	15,910	23,674	11,534	12,139	105%	16,500	
CAPITAL OUTLAY	157,069	5,219,829	2,106,233	7,262,240	-5,156,007	-71%	25,461,104	
INTERFUND TRANSFER	1,496,975	1,613,675	1,542,900	1,601,305	-58,405	-4%	3,784,665	
Total 057 TRANSPORTATION & PARKING FUND	5,451,486	11,432,809	9,234,860	14,807,761	-5,572,901	-38%	45,522,994	
- 058 PARKING FUND								
PERSONNEL SERVICES	408,208	473,069	561,780	612,147	-50,367	-8%	1,453,962	
MATERIALS, SUPPLIES AND SERVICES	27,429	205,617	35,357	153,676	-118,319	-77%	472,500	
UTILITIES	3,219	3,984	2,674	2,284	389	17%	11,000	
CONTRACT SVCS/CONSULTING/SOFTWARE LIC	31,797	8,674	22,440	33,104	-10,664	-32%	148,300	
PARTS/MAINTENANCE SUPPLIES	4,468	1,790	950	19,805	-18,854	-95%	57,000	
SPECIAL SERV CONTRACT/MISC CHARGES	37,096	56,656	37,441	27,208	10,233	38%	65,000	
CAPITAL OUTLAY			56,183		56,183		80,000	
INTERFUND TRANSFER	4,060	51,650	54,980	52,825	2,155	4%	186,533	
Total 058 PARKING FUND	516,279	801,441	771,806	901,049	-129,244	-14%	2,474,295	

FY25 Expenses - Nov 2024	YTD FY23	YTD FY24	FY25 YTD Actuals	YTD Monthly Budget Estm	YTD Variance $	YTD Variance %	Adjusted Budget
- 062 FLEET SERVICES FUND							
PERSONNEL SERVICES	459,975	497,127	564,517	679,191	-114,674	-17%	1,613,204
MATERIALS, SUPPLIES AND SERVICES	45,593	9,651	24,998	26,356	-1,358	-5%	63,950
UTILITIES	379,673	312,624	266,049	350,858	-84,808	-24%	1,077,900
CONTRACT SVCS/CONSULTING/SOFTWARE LIC	1,129	1,707	3,595	1,087	2,507	231%	8,000
PARTS/MAINTENANCE SUPPLIES	250,656	318,945	329,639	435,992	-106,353	-24%	1,249,600
CAPITAL OUTLAY				-1,932	1,932	-100%	6,205
Total 062 FLEET SERVICES FUND	1,137,025	1,140,054	1,188,797	1,491,552	-302,755	-20%	4,018,859
- 064 SELF INSURANCE FUND							
MATERIALS, SUPPLIES AND SERVICES	17,010	29,533	34,260	27,917	6,343	23%	50,500
CONTRACT SVCS/CONSULTING/SOFTWARE LIC	275,138	152,096	497,192	304,099	193,092	63%	1,207,452
SPECIAL SERV CONTRACT/MISC CHARGES	72,617	69,900	402,456	127,244	275,212	216%	1,300,000
Total 064 SELF INSURANCE FUND	364,765	251,528	933,907	459,260	474,648	103%	2,557,952
- 070 SALES TAX REV BOND - DEBT SVS FUND							
DEBT SERVICE	4,600	2,100	4,600	5,109	-509	-10%	6,969,266
Total 070 SALES TAX REV BOND - DEBT SVS FUND	4,600	2,100	4,600	5,109	-509	-10%	6,969,266
- 071 DEBT SERVICE FUND							
DEBT SERVICE	1,448,094	1,288,719	1,123,263	1,106,893	16,369	1%	8,430,526
Total 071 DEBT SERVICE FUND	1,448,094	1,288,719	1,123,263	1,106,893	16,369	1%	8,430,526
- Grand Total							
TOTAL	45,353,012	52,003,527	55,476,952	76,773,993	-21,297,041	-28%	223,909,401
Total without Bond, Debt Service and Capital Transactions	33,997,828	37,440,506	40,328,344	42,734,739	-2,406,395	-6%	

City Council
Staff Communications Report

Subject: Outdoor Ice at City Park
Author: Amanda Angevine, Ice Arena General Manager
Department: Ice Arena
Date: January 9, 2025

Summary

This is the fourth season Park City is providing free outdoor, natural ice as an additional community recreation amenity. Adding outdoor ice increases availability (when the indoor sheet is busy) and provides a unique setting to build community and enjoy free play and skating.

Outdoor Ice at City Park

After two seasons on the tennis courts at the north end of City Park, last season, the ice moved to the infield of the softball diamond, where it is again this season. The new location protects them from unnecessary wear and tear caused by increased snow loads from clearing snow off the ice.

The rinks opened mid-December and will be maintained as conditions remain safe (and frozen). Optimally, they will be open until mid-March, with operating hours from 9 a.m. to 9 p.m. and lights coming on at 4:00 p.m.

City Park's outdoor ice is open for recreational ice skating and pond hockey. Skate rentals are not available at City Park, and skaters must provide their own skates and other desired equipment. Pond hockey is very popular on the natural sheets; goals are available, and skaters must bring their own equipment and pucks.

Closures and scheduled maintenance will be posted on social media pages, and residents can contact the front desk at 435-615-5707 for updates.

Indoor Facility

The addition of the outdoor sheets is a much-desired amenity as the indoor facility is busy. Skaters take the ice between 5:30 a.m. and 6 a.m. seven days a week, and the last patrons exit the ice between 10:15 p.m. and 12:15 a.m.

The Ice Arena is scheduled for approximately 5,700 hours, consistent year over year, and current usage is 87%, calculated based on an 18-hour operational day (6 am-midnight), 362 days per year.

The facility consistently receives requests for additional programming and ice rentals but cannot accommodate them due to the lack of availability. Patrons often ask for public sessions outside school hours; local clubs seek additional weekly ice to expand programming, and new camps, teams, and visitors request ice for private use. With ice time in high demand, we continue to ensure and prioritize ice for local public sessions and clubs supporting youth programming.

Ice User	Dec. '23- Dec' 24 Hours	%
Public Skating, Figure Skating & Hockey	2168.5	46%
Local Club	1387.25	29%
Adult Hockey Leagues	533.75	11%
Private Rentals	436.75	9%
Ice Arena Classes/Camps	98	2%
Ice Maintenance	118.25	3%

Here are some recent highlights:

- Learn to Skate & Learn to Play Hockey share the ice and accommodate eight groups of skaters with a combined 85-95 kids.
- Ice Miners's Youth Hockey has two hours of ice with over 80 kids playing Hockey.
- A set of temporary boards is installed to create two separate playing areas to accommodate beginner hockey camps alongside recreational skating camps.
- Daytime Stick & Puck and Drop-in Hockey games are approaching capacity.
- Weekend Stick & Puck and Senior Rookie Hockey Drop-in are reaching capacity.
- Learn to Speed Skate and Speed Skating Club share ice to maximize ice utilization and create progressive programming for participants.

We have also seen growth in the adult hockey league. In the past year, we added a Bronze League team and a new Ladies' League with 33 participants. Across the four different leagues, the fall season had 387 participants.

A cornerstone of the Ice Arena's success is the exceptional quality of our local clubs. The facility offers programming that teaches the fundamental skills for ice skating, figure skating, and Hockey. With skills learned in our recreational classes, athletes can continue into sport-specific clubs that rent ice and offer specialized programming and training. Our local athletes pursue figure skating, speed skating, and ice hockey competitively.

Below are some additional highlights from the local clubs that use the facility.

Ice Miners Youth Hockey:

- The 6U/ 8U program has more than 80 participants. That program has more than doubled in the last two years.
- All other age groups have been capped due to a lack of ice time.

Park City Curling Club:
- The Club is hosting Learn to Curl events in December for over 100 Park City residents and visitors to grow the game of curling in Utah.
- The Club will host its first full-size Bonspiel in over 10 years at the Park City Ice Arena Labor Day weekend 2025.

Park City Figure Skating Club:
- 11 out of 18 qualifiers from the state of Utah to the Pacific Coast Sectional Singles Final were from FSC of Park City.
- This year, three athletes made the National Development Team, and the Club has had skaters qualify every year since its implementation in 2020.
- The Club's Aspire program continues to grow, with nearly 50 new skaters participating in the bridge program with aspirations to be competitive skaters.
- Club ice sessions and programs are at capacity.

Park City High School Hockey:
- Two Varsity teams and one Junior Varsity team
- State Champions, four out of the last five years!

Speedskating Club of Park City:
- Club membership saw a 60% increase from last year and is now at 22 participants.
- Tripled fundraising efforts, allowing the Club to secure more valuable ice time. This is crucial to support expanding programs and membership.
- Skaters broke the 1-minute mark in the 500 meters! This is a remarkable achievement with ice once a week and dryland once a week. It demonstrates the dedication and talent within our local Club.

Utah Sled Hockey:
- The Club was established this year and anticipates being sanctioned as an NHL Sled Hockey Team in the future.
- The Club has 15 members and is open to both men and women and players of varying abilities.
- They hosted their first sled hockey tournament this fall in Park City and will be representing Utah in May at USA Hockey Sled Hockey National Championships.

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

December 6, 2024

The Council of Park City, Summit County, Utah, met in open meeting on December 6, 2024, at 10:00 a.m. in the City Council Chambers.

Council Member Dickey moved to close the meeting to discuss property, personnel, and advice of counsel at 10:06 a.m. Council Member Ciraco seconded the motion.

RESULT: APPROVED
AYES: Council Members Ciraco, Dickey, Parigian, Rubell, and Toly

CLOSED SESSION

Council Member Toly moved to adjourn from Closed Meeting at 11:15 a.m. Council Member Ciraco seconded the motion.

RESULT: APPROVED
AYES: Council Members Ciraco, Dickey, Parigian, Rubell, and Toly

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 Matt Dias, 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 Rubell asked that the Council discuss the Planning Commission terms and noted there were a couple of commissioners who were serving after their terms expired. He also requested an update on the Bonanza Park process to see the RFP timelines.

Council Member Parigian stated the Recreation Department was negotiating a lease at the film studio. He asked if they should move forward on this despite issues involving a conditional use permit and ordering pickleball flooring. Matt Dias, City Manager, clarified Fisher was looking for some temporary pickleball facilities for the winter. There were issues to work through with the new facility, such as insurance, Planning Commission approval, etc. There was some risk but a probability of success. Staff was committed to getting this facility adapted for pickleball. Council Member Dickey asked if the film studio was open to having pickleball courts. Dias stated the film studio contacted the City offering court space on a temporary basis. Council Member Parigian asserted the issues needed to be solved quickly. Council Member Toly indicated the Planning Commission had a lot on their plate and asked how soon this would go to them for approval, to which Council Member Parigian stated they were on the agenda for January 8, 2025. Council Member Toly asked how much staff time would be involved in making this temporary space possible. Dias stated this would be a lot of work, but staff was determined to diversify court time and fill this need for pickleball space. He stated the Recreation team would come to next week's meeting to explain the proposal along with the associated costs and concerns. Council Member Ciraco supported having the discussion. Council Member Dickey was open to hearing the proposal but he wanted a separate discussion on property strategy for the City and how this would fit into that strategy. Council Member Toly supported having the discussion. Council Member Rubell supported the discussion. It was indicated this would be on the December 12th Council agenda.

The Council agreed to discuss Planning Commission terms. Mayor Worel explained two Commissioner were held over due to the Deer Valley proposal the Planning Commission was working on. There would be a recruitment process for Planning Commissioners beginning in April for those appointments plus another one that would expire next July. Council Member Rubell asked to be creative with the appointments and recruit now. The two expired seats could be filled and begin immediately and the third one could begin in July. The Council agreed.

Mayor Worel reviewed that some of the Council hosted a third grade class and they were very inquisitive.

Staff Communications Report:

1. September Sales Tax and October Budget Monitoring Report:

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

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

Brenden Weinstein 84060 was opposed to a gondola going over the Rail Trail. He thought self-driving cars might be more relevant in coming years.

Mayor Worel closed the public input portion of the meeting.

IV. WORK SESSION

Re-Create 248: Transit Study Purpose and Needs Screening:
Conor Campobasso, Transportation Planner, and Shane Marshall, UDOT Traffic Engineer, presented this item. Marshall indicated this corridor was a state road but the City had a major role in determining its future. Campobasso reviewed the needs for SR248 and indicated the travel times were unreliable because of the congestion. He asserted additional travel modes for this corridor were needed since there was limited parking in town. He noted low-income and minority populations living near the corridor needed reliable transit service. Council Member Rubell had concern calling out low-income and minority groups because all people needed reliable transit service. Campobasso indicated it was worded this way for federal funding purposes.

Council Member Ciraco indicated “low income” was relative and the Federal Transit Administration (FTA) might not consider Park City’s low income to be their standard low income. He asked if discussions could take place to explain the area’s uniqueness, to which Campobasso affirmed. Council Member Ciraco asked if different modes of transit could be implemented along the corridor. Campobasso stated they were looking at one mode to get people from the highway exit to Old Town.

Council Member Parigian asked if transportation on this corridor was more important in the winter or summer. Marshall indicated it didn’t matter. He noted a one seat ride would generate more ridership. Council Member Toly asked Campobasso to expound on the need for additional parking. Campobasso explained if capacity was increased on the corridor, additional parking would be needed in town. He knew the goal was to limit parking, so they wanted to encourage transit and the use of satellite parking lots. Council Member Dickey stated the objective was to have consistent travel times, and noted the project would not fix the traffic problems. He noted as long as there were parking lots, there would be cars. He didn’t want to overpromise solutions to the traffic congestion.

Campobasso reviewed the project’s purpose statements, which included supporting the transportation demands of the population, employment growth, and economic resiliency in the region; increasing the reliability, accessibility, and overall resiliency of travel on the corridor by improving travel times between Quinn's Junction and the Old Town Transit Center; enhancing the quality of life by improving equitable access to opportunities between existing and planned employment, housing, and key destination centers on the corridor, especially during peak periods; supporting local and regional plans and policies that address transportation demand management, sustainability, and equity, and avoiding excessive road widening; and enhancing mobility along the corridor through transportation choices. Campobasso also discussed the measures they would use to determine the effectiveness of the project.

Council Member Parigian asked how having the Olympics would affect this project. Campobasso stated it would boost this project to a higher priority. Council Member Ciraco stated the organizing committee needed to know the City's wants so they could advocate for that need. He asked if the corridor speed could increase from the interchange to the high school since that area was not as dense. Then the speed could be reduced as the City became denser. He wanted to think creatively on how to service the users. Campobasso used the example of a light rail and stated a light rail service could cover that area and have more or less stops depending on the season.

Campobasso reviewed the range of alternatives for this corridor, including gondola, one-way loop, reversible flex lanes, dedicated bus lanes, light rail/streetcar, automated guideway transit, rail trail transit alignment, electric vehicle tunnel, widening the road to four or five general purpose lanes, commuter rail, minor improvements to existing system, and no action. He stated they measured each alternative with the measures of effectiveness. Council Member Toly stated many people went to the schools and the City had no control over school parking. She felt that should be considered as the corridor was studied. Marshall indicated that was a reason why some of the alternatives were not recommended. Council Member Toly asked what the recommendation was for a short-term solution and long-term solution. Campobasso stated they had some short-term solutions in place such as bus lanes on the shoulders and a pedestrian tunnel by the high school. Marshall stated they would discuss the little things needed to get to the big solution. Council Member Toly thought the reverse lanes might be a good solution for the students because they didn't take up parking in Old Town. Council Member Rubell noted Richardson Flat Park and Ride had a great approval rating for working effectively. Marshall indicated several modes would be needed for the system to work well.

Campobasso indicated the recommendations included the reversible flex lanes and dedicated bus lanes. Council Member Rubell asked how the dedicated bus lanes differed from the current dedicated buses to Richardson Flat. Campobasso stated currently the buses would have to merge with traffic at some points. Council Member Rubell asked if the City would have to ask the high school for land to expand the dedicated lane. Campobasso stated there were options but that would be one option, especially if the school would benefit from it as well. Council Member Rubell asked if they would require the road to be widened. Marshall stated they were currently looking at if the concept worked. The next step would be to see how to make it work. After some discussion on the flex lane alternative, Marshall stated at some point after the alternatives were studied, the flex lane and the dedicated lane could become one concept.

Council Member Parigian asked if they looked at the Comstock Tunnel. Marshall indicated it was not a feasible alternative as shown by the measures of effectiveness. It was clarified that they should look at expanding the road by the tunnel, to which Marshall indicated they hadn't considered that yet. Council Member Rubell asked if the recommended alternatives would be analyzed to see what work would be needed in order to implement them. Julia Collins stated they could have a quick turn around on feasibility if they could narrow the alternatives down to four or five from the current list of 12. Marshall stated the alternatives would still be there if the Council wanted to look at them later. He advised to narrow the alternatives and then get public input on them.

Campobasso reviewed the four preferred alternatives: reversible flex lanes, dedicated bus lanes, light rail, and automated guideway transit. Council Member Rubell asked if the minor improvements were the things the City was currently doing, to which Campobasso affirmed. Tim Sanderson stated the City would continue doing minor improvements throughout the project timeline. Council Member Toly asked if they had a park and ride location in mind. Campobasso stated they currently had a park and ride study and that would recommend the best location.

Marshall asked if Council was okay not moving forward with the other alternatives. Council Member Ciraco asked how many feet would be needed for a light rail single track on the Rail Trail corridor, to which it was indicated 12 feet for a single track and 30 feet for a double track. Marshall recommended asking for public comment on the four preferred alternatives. Council Member Rubell stated he didn't have much to communicate to the public until further analysis was done on the preferred alternatives. Council Member Parigian agreed and indicated he didn't want to ask for public input on light rail. He wanted to discuss the probability of widening the roads at the tunnel locations. Campobasso stated the reversible flex lane had potential, but they weren't sure. Collins added this was something they needed to work with UDOT on to see if it warranted moving to the next level. Mayor Worel summarized the Council wanted to move forward with the four preferred recommendations and they wanted UDOT to flush them out prior to petitioning for public input.

Council Member Dickey asked what information they wanted to get from the public. He wanted to do what was most expedient. He didn't think the automated guideway transit idea was practical or flexible. Regarding the project timeline, Marshall stated they would work on conceptual designs for the preferred alternatives between January through March. He suggested asking the public if they had any input on the preferred alternatives and any other alternatives as soon as possible. Council Member Rubell felt the Council members would receive the input without soliciting it.

<u>Bus Rapid Transit (BRT) Discussion - Continued from the November 18, 2024 Joint City and County Council Meeting:</u>
Mayor Worel indicated the City and County had been working on this jointly since 2012. Caroline Rodriguez and Gabe Shields, High Valley Transit, presented this item. Shields indicated a question from the last meeting concerned collaboration with City staff. He noted that staff was invited to every meeting. He addressed the concern about the request for $20 million from the City and the county to fund the project and he retracted that amount from the discussion. He reviewed the timeline for the project and noted they were scaling it down to reduce the cost. After receiving the actual cost estimate, they could also value engineer the project, if needed. During the process, they would receive cost updates, and then in the fall of 2025 they would meet with the affected entities to discuss the contributions needed. An MOU would be needed in the future, but nothing would be proposed until next fall. Council Member Rubell asked how they could get to the funding phase without being surprised at the actual project cost. Shields stated Phase One was pre-construction and an estimate would be given. In Phase Two, the contract would be signed and that's when the decision needed to be made. They would come back in the spring to put together an MOU and they would talk about a not-to-exceed amount for the project. Council Member Rubell asked where in the timeline the road widening would be discussed, to which Shields replied that it would be in the value engineering step of the timeline. He stated there would be dedicated bus lanes for 1.5 miles from the White Barn to Thaynes Canyon Drive, which was a significant portion of the project, and the FTA agreement dictated that dedicated transit be provided from Kimball Junction to Thaynes Canyon Drive.

Shields reviewed the footprint of the project along SR224. He stated they cut down the parcel hits of this project from 62 to 31, which was significant. Council Member Rubell asked what would happen to the median. Shields stated the median would be removed for construction and then put back after the project completion if the City so desired.

Shields reviewed the benefits of the project to Park City. He indicated 1.5 miles of the 5-mile project was within the Park City limits. Seventy five percent of the trips beginning in Kimball Junction ended in the Park City limits. In addition to the quantitative benefits, there was a qualitative contribution. Council Member Dickey indicated that the traffic cleared up after passing the Canyons. Shields responded there was a long stretch of road in that area without stoplights, so the cars had a chance to spread out. Regarding cost versus value, Shields indicated they had a project workshop for staff and stakeholders and there was unanimous support for the bus rapid transit (BRT) project.

Shields asked if the proposed new bus stations for BRT should be upgraded or constructed. He noted he would get back to the Council on the cost for those stations. Council Member Rubell asked if the bus stops would be a value engineering decision, to which Shields affirmed and noted they would reveal the benefits and consequences of having the stop or not.

Council Member Rubell asked about the time savings gained from this project and wanted to see the time savings from Kimball to the Canyons and from the Canyons to Thaynes. He thought a seven-lane highway by Aspen Springs and Park Meadows was not what the residents expected. He asked what would be gained from the widening. Shields stated UTA looked at travel time today versus travel time with BRT. They looked at nonpeak days in the winter, and going southbound saved nine minutes. Council Member Rubell asked how they would justify the road widening. Rodriguez stated they couldn't isolate one aspect of the project, but they had to look at the plan wholistically. Shields added there would be no change in the number of lanes on SR224. Council Member Rubell asserted that normally buses were not travelling on the shoulder and that would make a difference. He liked the technology and the intersection improvements, but not the road widening. Shields felt the benefits included less air pollution and everyone who was brought in to weigh in on the project supported it. Rodriguez encouraged Park City to conduct its own analysis on the project's benefits, and stated they went far and above the required analysis and they demonstrated the benefit of the project. Alex Roy stated they could provide a time savings analysis for the Council.

Council Member Rubell asked about clearing sidewalks on SR224. Shields stated they discussed the state code regarding snow removal and indicated the City was responsible for clearing it. Council Member Rubell asked City staff to analyze the need to widen the road as well as the feasibility of snow removal. Roy noted having dedicated bus lanes would increase the consistency of snow removal. Council Member Rubell stated the City invested a lot in bicycles and pedestrian safety and that was a concern for him as well.

Shields displayed data on commuter time for transit from Old Town to Kimball Junction was 17 minutes, whereas a vehicle travel time would fluctuate to up to 75 minutes per trip. Council Member Rubell didn't know if the transit travel time would change significantly if the road was not widened. Shields stated they needed the dedicated lanes to ensure reliability. Council Member Ciraco asked what volume of riders would be moved per hour in the BRT system. Shields stated there would be 10 buses per hour dedicated to BRT, which would translate to 400 seats per hour. Council Member Ciraco asked if there would be expanded parking opportunities at Kimball Junction. Shields agreed transit needed to be easy to entice riders. Council Member Parigian asked if they looked at the Ecker Park and Ride. Rodriguez stated they were looking at it as a regional team, and previously they were told no. They were wanting to go back to UDOT to reopen the discussion. Roy indicated one option previously discussed was having a different I-80 off ramp for transit users.

Shields discussed funding options for the project and he estimated there was a $12.25 million funding gap. Council Member Rubell indicated this discussion would be more appropriate when the numbers were firmed up. He noted there was a sales tax discussion at a previous Council meeting and he asked to have that discussion again before the funding conversation took place. Mayor Worel indicated that discussion could include the third quarter transit sales tax and how that money was allocated. She thought there could be a scenario where HVT could get the majority of that revenue for a certain number of years. She noted the Council of Government (COG) was working on that now. Council Member Rubell wondered if there would be an opportunity cost for other projects if the money went to this project.

Shields reviewed the next steps for the project, including the contractor selection this month, the MOU development in February, contractor pricing in March, and the funding commitment discussion in June. Mayor Worel requested the MOU come back for discussion in a joint City and County Council meeting.

Council Member Rubell stated he was pro BRT but he was against road widening because the value could not be explained in a way that would outweigh the consequences. Council Member Ciraco asked for something in the project to address wildlife mitigation.

Council Member Dickey was excused at 2:25 p.m.

V. NEW BUSINESS

1. Discuss Treasure Hill Conservation Easement:

Ryan Blair, Environmental Regulatory Manager, Kate Sattelmeier, Vice President of Conservation and Counsel, LCD, and Lauren Page Conservation Specialist, Summit Land Conservancy (SLC). Blair reviewed the timeline of Treasure Hill open space and noted the sellers requested the City wait two years before putting a conservation easement on the property. There were some encroachments onto the property including stairs, patios, and retaining walls and they were memorialized in the easement so they couldn't be expanded or removed. Cartin stated the stairs would remain so the owners could egress their property. They focused on the patios since they were expanded after the transfer of Treasure Hill to the City. The easement laid out what was allowed and not allowed on the property, including ebikes. The goal was to preserve the open space. He noted there was a pre-existing easement for a chair lift for the ski resort. It allowed for modifications to ski runs, but the ski resort must meet certain requirements and obtain City and Conservancy approval. He asked if the conservancy should have approval power or just be notified. He also indicated the adjacent property owners requested to put natural vegetation as a barrier between the property and the open space, but that meant an additional encroachment.

It was indicated this item would be continued to December 19th.

Council Member Parigian asked if the City would install the buffer or the owner, to which Cartin stated the owner offered to add the buffer. Sattelmeier had concerns about owners putting in trees on public property. Council Member Ciraco asked why the seller asked for a two-year delay before implementing the conservation easement. Cartin explained the sellers wanted to make sure everything was cleaned up before the easement was put in place.

Council Member Rubell asked if there was a recommendation. Cartin stated he recommended approving the easement after direction was given on the encroachments and ski lift. The recommendation on the encroachments would be to remove the patios and the set of stairs. Sattelmeier wanted adjoining property owners to get requests preapproved before they grew their own trees.

Mayor Worel opened public input.

John Stafsholt stated 77% of voters voted for the Treasure Hill open space parcel. Armstrong Snow Ranch pastures was added to the bond. The Armstrong parcel got a conservation easement, but the Sweeney’s had two years to clean up the encroachment and now it had been 3.5 years and it was still not cleaned up. People were allowed to bulldoze land and create their own ski runs. He thought it made sense to support future ski run improvements. He was against adding trees because of wildfire risk.

Rick Kienzle stated they had access to the trail that led to town. He wanted to safely get from their home to the trail. Their situation was unique because the home was surrounded by the Treasure Hill property. He could remove the steps, but he hoped to have a method to resolve the access problem.

Sarah Brown was familiar with the flagstone patios and they were located in a cove. She felt they would aid in the case of a wildfire.

Mayor Worel closed public input.

Mayor Worel indicated this would come back for possible action on the 19th. Council Member Toly asked to be sent the presentation prior to the meeting. Council Member Rubell asked to include how was emergency access determined, as well as the why.

VI. ADJOURNMENT

With no further business, the meeting was adjourned.

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Michelle Kellogg, City Recorder

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

December 12, 2024

The Council of Park City, Summit County, Utah, met in open meeting on December 12, 2024, at 2:30 p.m. in the City Council Chambers.

Council Member Ciraco moved to close the meeting to discuss property and advice of counsel at 2:37 p.m. Council Member Toly seconded the motion.

RESULT: APPROVED
AYES: Council Members Ciraco, Dickey, Parigian, Rubell, and Toly

CLOSED SESSION

Council Member Toly moved to adjourn from Closed Meeting at 5:15 p.m. Council Member Dickey seconded the motion.

RESULT: APPROVED
AYES: Council Members Ciraco, Dickey, Parigian, Rubell, and Toly

REGULAR 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 Matt Dias, City Manager Margaret Plane, City Attorney Michelle Kellogg, City Recorder	**Present**
None	**Excused**

II. PRESENTATIONS

1. Consideration to Adopt Resolution 30-2024, a Resolution Welcoming the Return of Winter in Park City:
Girl Scout Troop 862 presented this item and expressed their thoughts on why they like winter.

Mayor Worel opened public input. No comments were given. Mayor Worel closed public input and the Council read the resolution aloud.

Council Member Dickey moved to adopt Resolution 30-2024, a resolution welcoming the return of winter in Park City. Council Member Ciraco seconded the motion.

RESULT: APPROVED
AYES: Council Members Ciraco, Dickey, Parigian, Rubell, and Toly

III. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Questions and Comments:
Council Member Rubell indicated he had read the Main Street Area Plan (MSAP) and the community engagement readout, and he saw there would be a couple options for the plan's implementation. Both options included hotels on North Marsac starting immediately, and he asked if that could start later in the plan and instead start with the pedestrian and traffic circulation part of the plan. He wondered what the implication to that change in the plan would be. Chris Eggleton, Economic Development Director, stated they could look at that section, but the plan was illustrative in nature and wasn't designed to be one recommendation. The expectation was to discuss implementation options of the entire plan. Council Member Rubell also asked about the Planning Commission appointments and noted the staff communication report for the December 19th meeting stated the Council agreed to the process. He wanted to make sure the report was accurate because he had an issue with not following the process. Mayor Worel stated the majority of the Council supported it because she called each Council member individually. Council Member Ciraco remembered being called and recalled the terms were pushed out because of the Snow Park issue. He suggested moving forward with receiving applications for the open Planning Commission seats.

Council Member Ciraco noted he attended the Central Wasatch Commission (CWC) meeting and it gave him perspective of things going on in the Wasatch Back and Wasatch Front. He also indicated that on January 10-11 there would be a CWC symposium and he invited all to attend. Council Member Toly expressed gratitude to the City team and to the Council. She grew a lot this year and noted the great work done in 2024. She indicated the rewards of work were not immediate, but she was confident that they would achieve great things in 2025. Mayor Worel announced the next Council meeting was Ugly Sweater Day for all attending.

Staff Communications Reports:

1. 2024 National Community Survey:

2. Main Street Water Replacement Update:
Council Member Rubell praised Griffin Lloyd for the outstanding job he did on this project.

3. Main Street Area Plan Outreach Recap:

4. PC MARC Court Allocation Update:

5. Building Department's Community Compliance and Construction Mitigation Programs Update:

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

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

Carole Fontana eComment: "I am very opposed to the Main Street project for many reasons. Why does this committee want to turn our sweet town into another version of Vail or Breckenridge? Instead of fixing what is broken, this focuses on bringing more money to Main Street and squeezing housing into a sardine can. Stop this project now."

Rory Murphy eComment: "I am opposed to this LMC change for several reasons, but there are a couple I would like to bring to your attention. I haven't had time to review the changes made today so I'm not exactly sure how this affects the proposed ordinance. When this first came in front of the Council last year, there was strong opposition to the change in the ordinance language that was being proposed. The Council heard that and requested that the Staff assemble an ad hoc Task Force to study the change in language and pass along recommendations to the City regarding the proposed changes. The task force was formed and the people on this committee are long-time and very well-respected individuals in the Park City Community. After meeting many times and discussing the proposed changes in depth, they largely recommended that the language was appropriate and should not be changed. When I heard the Planning Commission meeting it appeared that the recommendations of the Task Force were not being followed. It is encouraging to hear that the Commission and the task force have been working on this recently and have amended their findings to a degree. The other thing that troubles me a great deal is that, according to my research and understanding of Park City land use, there seems to be really one target property that this ordinance affects and that is the Park City base area. In and of itself, that makes the current proposal unfair and inappropriate. That isn't how zoning is supposed to work. The proposal is punitive to one landowner and it is not equitable and it is not fair-minded. The Ordinance as it exists has worked very well for the reason it was intended to. The resorts are our lifeblood and due to the very nature of resort operations, it requires extensive back of house and support elements that cannot be classified as commercial development and must have flexibility in order to meet changing needs. My belief is the result of the restrictions being proposed will be that every square foot of density will be allocated to residential, because that is where the money is. You will eliminate the very thing that makes these developments palatable to the public and attractive to our visitors. I could go into example after example of how this ordinance has worked and worked well for 40 years. I may not understand this aspect clearly, but condominiums are probably as active as hotel rooms in regards to rentals and why you would place additional burden on this type of development and limit their ability to provide amenities is difficult for me to understand. I urge the Council to reject this proposed version and to follow the recommendations of the Task Force."

V. CONSIDERATION OF MINUTES

1. Consideration to Approve the City Council Meeting Minutes from November 7, 18, and 21, 2024:

Council Member Rubell moved to approve the City Council meeting minutes from November 7, 18, and 21, 2024. Council Member Toly seconded the motion.

RESULT: APPROVED
AYES: Council Members Ciraco, Dickey, Parigian, Rubell, and Toly

VI. CONSENT AGENDA

1. Request to Approve a Three-Year Contract, in a Form Approved by the City Attorney's Office, with Sellers Management and Development (dba The Sellers Group), for Property Management Services of the City's Employee Housing, Not to Exceed $267,000:

2. Request to Approve the Acquisition of Eight Artworks for Park City Library Study Rooms per the Public Art Advisory Board Policies, in a Form Approved by the City Attorney's Office:
Council Member Rubell and Mayor Worel liked seeing the collaboration between the Public Art Advisory Board and the library on this project.

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

VII. OLD BUSINESS

1. Consideration to Approve Ordinance 2024-21, an Ordinance Amending Resort Support Commercial in Land Management Code Sections 15-2.18-2 Uses for the General Commercial and 15-2.19-2 Uses for the Light Industrial Zoning Districts, and Amending Accessory Uses in Master Planned Developments in Section 15-6-4(I) Development Agreements, Section 15-6-6 Required Findings and Conclusions of Law, Section 15-6-8 Unit Equivalents, and Section 15-15-1 Definitions:
Rebecca Ward, Planning Director, Henry Sigg, Planning Commission member, and taskforce members, presented this item. Brianna Callaway stated the taskforce members approved these proposed amendments, and she explained the revisions. Ward stated accessory uses would add to the density of a master planned development (MPD) project. She reviewed this amendment process had a series of public hearings at Planning Commission and Council meetings, and noted the Council requested a taskforce be appointed by the Mayor to review the amendments and make recommendations. The taskforce met four times.

Ward explained the current proposed changes would keep 5% support commercial uses and 5% meeting space, but would remove the previously recommended cap, refine residential accessory uses to those related to the circulation and operation of the building, refine resort accessory uses to exclude public facing uses, and allow resort support commercial uses through a conditional use permit (CUP) rather than requiring an amendment to the MPD. Ward noted the amendments would not prohibit accessory uses, but would shift the review of certain uses to make sure the impacts were captured.

Ward displayed current uses and proposed uses for residential accessory uses, and stated the amendments limited the uses to those related to the circulation and operation of the residential property. With resort accessory uses, the recommended uses were clarified since there were some uses that had broad definitions. Additions were made to both residential and resort uses for childcare facilities and bicycle storage.

The Resort Support Commercial Uses recommendation included removing the footnote requiring an MPD modification and allowing it through a CUP. Ward reviewed other code changes such as requiring clarification on project type in the application and updating definitions.

Sigg thought this process followed due process to tighten up the code. Ward indicated since the packet publication, they added other refinements for the Hotel/Hotel Condominium/Motel definition to read:

"A Building containing lodging rooms generally for the occupancy of guests for compensation on a nightly basis that often includes facilities such as restaurants, bars, spas, meeting rooms, on-site check-in lobbies, recreation facilities, group dining facilities, and/or services customarily associated with hotels, such as concierge services, shuttle services, room service, and daily maid service (collectively referred to

as a "Hotel"). Lockout Units, Bed and breakfast Inns, and Boarding Houses are not Hotels. Hotels are considered a lodging Use and ownership of units may be by a condominium or timeshare instrument. Hotel rooms may include a Lockout Unit".

Council Member Rubell asked if this addition was made after the Planning Commission review, to which Ward affirmed and noted the Planning Commission liaisons were involved. She also noted the proposed changes of prohibiting conventional chain businesses in support commercial areas and requiring that support commercial and meeting space square footage be platted to ensure continued compliance with the MPD.

Council Member Rubell asked if the proposed hotel definition would satisfy that the project would not slip through the hotel commercial use just because condos were part of the project, to which Ward affirmed. Council Member Rubell asked if a condo project with a front desk would be considered a residential condo. Ward stated the definition aimed to distinguish the operation of the facility. The units that operated as a hotel would qualify and it could have residential units as well. The updated definition made that distinction. Council Member Rubell asked if a privately owned condo in a hotel building that was part of the rental pool would qualify as a hotel, to which Ward stated it wasn't tied to the ownership but to the operation. Sigg added companies operating as a flagship versus a collective of independent ownership units were distinctive in operation.

Council Member Toly asked for perspective on the word "generally" in the definition. Ward stated it would be a unit within a project that operated like a hotel. The word "generally" opened the definition up to ensure they were capturing the broader elements.

Council Member Ciraco asked if hotel operators were defined as part of a chain operator. Ward stated it would be the definition of the business coming into that space. Council Member Ciraco stated there was a prohibition of externally facing signs, but there was not a prohibition against chain stores within the project itself. He asked if there could be externally facing signs in that situation, to which Ward indicated if it was part of the project but not considered support commercial then they could have externally facing signs. Sigg clarified that leasehold facilities were the targeted purpose in that definition. Council Member Dickey asked if the prohibition on chain stores was removed from the code. Ward stated it didn't make it into the ordinance and so she recommended it be put into the ordinance as an amendment.

Council Member Parigian asked about lockout units. Ward stated no changes were proposed for those units. Council Member Parigian asked why the previous cap was rejected. Ward stated the 2023 recommendation was to allow the 5% meeting space with a 5,000 square foot cap. The Planning Commission was comfortable forwarding a recommendation removing the cap because there would be findings the Planning Commission would be required to make in order to approve a project and the information would be carried into the development agreement. The support commercial and meeting space square footages would also be included in the plat. Tracking those approvals made the Planning Commission comfortable removing the cap. Council Member Parigian indicated there would be no more than 10% total to which Ward affirmed and stated it was comprehensive and not just about the support commercial and meeting space. She stated the Planning Commission recommended clarifying the residential accessory uses and the resort accessory uses which would help determine which projects would qualify for accessory uses.

Council Member Rubell asked if the current amendments felt right to the Planning Commission, to which Sigg stated there was a unanimous positive recommendation on these amendments. Council Member Dickey referred to the chain businesses and support commercial provisions and asked what the public purpose was behind that. Ward stated that could be in the project but not in the support commercial use. Council Member Dickey clarified it would not be part of the calculation for the support commercial. It would be built into the development model. He asked why they wanted to prohibit chains in support commercial. Ward stated in 2022-23, there was discussion to address the draws from offsite. Some examples like Starbucks, which was an accessory use to grocery stores, was also a draw to the site. Through the review process, those would still be allowed as part of the review. The support commercial would carve those uses out and focus those uses onsite. Council Member Dickey asked why the 5% meeting space could be shifted to support commercial but the 5% support commercial could not be shifted to meeting space. Ward stated the original recommendation was to remove meeting space altogether. The Planning Commission restored the meeting space as a support use, but was flexible in case the meeting space was not all needed. Council Member Dickey thought it should go both ways.

Council Member Dickey thought the hotel definition was good, but “often” was added in the revised definition, and he felt that made the definition less precise. He stated there were two related pieces in the MPD, the form of ownership and the long-term operations plan. He asked why it mattered what the form of ownership was if the residential building and the condo hotel could be condominiumized. Ward stated that dealt with the final actions and conditional approval of the property as well as the platting of the property. A condo plat that operated as a hotel would include those elements in the plat. The ownership and the long-term operation would be tied through the review. Sigg added there was a distinct difference of operations between residential units with HOAs and hotels. Council Member Dickey referred to the long-term operations plan and stated the MPD had to be conditioned for the form of operation. He asked how to measure that. Sigg stated there could be 50 units with one rental unit, but there was a front desk so it was a hotel. There could also be a flagship in there with an operating mandate. This was in the code to ensure hotels ran like hotels and independent condo units with an HOA could be classified as a hotel and then decide not to be a hotel. Council Member Dickey asked what the trigger would be to reassess the definition of a property. Sigg stated it would be in a building permit application or a business license application.

Council Member Dickey asked what would happen to the meeting space in that situation. Ward gave examples of projects that went through that change and stated they would come forward with the proposed change in use and that request would be reviewed.

Council Member Ciraco asked why Doug Clyde, a taskforce member, gave a note to Callaway about his disagreement with the support commercial. Callaway stated he disagreed with the recommendation for support commercial.

Mayor Worel opened the public hearing.

Deb Rentfrow 84060 stated she asked for clarification on hotel versus a residential project. She wasn't aware the definitions were formed outside the Planning Commission. She requested they go back to Planning Commission for review. She also asked that the words "often" and "generally" be removed from the definitions.

Laura England 84060 represented Kings Crown affordable housing and they struggled with parking for that development. Mayor Worel stated this did not regard this item and referred her to the Parking manager.

Tony Tyler 84098 owner of Pendry and Hyatt Hotels, was was unconvinced that these amendments would solve anything. He was fine with the 5% without the cap, but removing uses from the definition would have the same impact as the previous iteration. One specific change that was beneficial was including the square footage for affordable housing, but footage for parking calculations would create additional obligation for development for space that otherwise wouldn't necessarily be used in the same way. He suggested separating the two. Regarding the chain business piece, he didn't recommend including that. Many uses in hotels were contracted to third parties. He thought many local companies could meet the requirements of a chain business.

Mayor Worel closed the public hearing.

Council Member Rubell felt that some of the definitions could be more clear. The hotel definition was unclear in determining a hotel versus a residential development. He thought the definition could be adopted as-is and then go to the Planning Commission to clarify it. Margaret Plane, City Attorney, asked if he wanted to pass it with the additions on the slide, which Council Member Rubell affirmed and stated he supported adopting it with the revisions made tonight, and then asking Planning Commission if they had changes. Any amendments could be adopted later. Ward clarified when the recommendations were forwarded, it was with the understanding that the Planning Commission liaisons would show it to the Planning Commission.

Council Member Parigian thought support commercial and meeting space percentages weren't clear. Ward read the code amendment and Council Member Parigian supported the language. Council Member Dickey supported the passage of the ordinance, but he wanted to amend it to allow the applicant to shift the 5% to either support commercial or meeting space. He asked to remove the chain prohibition for support commercial and remove the word “often” from the hotel/condo definition, and then send it back to the Planning Commission to review it. Regarding chains as support commercial, he was fine with it since there was no externally facing signs and noted it was often difficult to get support commercial in hotels.

Council Member Toly asked to remove the word “generally” as well as “often”. She understood about the chain concern. Plane stated the chain business prohibition part was not in the ordinance as written, so the Council could adopt the ordinance without the proposed addition. Council Member Rubell asked which version the Planning Commission recommended. It was indicated Line 413 would prohibit chain businesses. Council Member Rubell stated the Planning Commission gave a recommendation 1.5 years ago. Now there was another unanimous recommendation from the Planning Commission. He didn’t disagree with the points, but he would feel more comfortable asking them to explain their reasoning behind it.

Council Member Rubell moved to approve Ordinance 2024-21, an ordinance amending Resort Support Commercial in Land Management Code Sections 15-2.18-2 Uses for the General Commercial and 15-2.19-2 Uses for the Light Industrial Zoning Districts, and amending Accessory Uses in Master Planned Developments in Section 15-6-4(I) Development Agreements, Section 15-6-6 Required Findings and Conclusions of Law, Section 15-6-8 Unit Equivalents, and Section 15-15-1 Definitions, with the word deletions of “generally” and “often”, and then send the other questions back to the Planning Commission for their opinion, and then there could be additional code amendments if needed.

Council Member Dickey stated the ordinance should reflect the judgment of City Council. He thought in general, the Planning Commission supported the ordinance but there were some disagreements, and he sided with those disagreements. Council Member Ciraco agreed to seek clarifications on chain businesses. He felt hotels weren’t places people were familiar with, so it was valuable to have some signage. He supported it as long as it was not marketed to the public. He also supported the bi-directional shift of 5% regarding support commercial and meeting space.

Council Member Parigian thought the chain issue should be looked at, but he would support it. Mayor Worel stated there was support for adopting the ordinance tonight and then having the Planning Commission and staff consider the outstanding items of chain support commercial and shifting the 5% between support commercial and meeting space. Council Member Toly only supported the chain piece. She wanted the Planning Commission to come back with a recommendation on the interchangeability of meeting space and support commercial.

Council Member Dickey moved to approve Ordinance 2024-21, an ordinance amending Resort Support Commercial in Land Management Code Sections 15-2.18-2 Uses for the General Commercial and 15-2.19-2 Uses for the Light Industrial Zoning Districts, and amending Accessory Uses in Master Planned Developments in Section 15-6-4(I) Development Agreements, Section 15-6-6 Required Findings and Conclusions of Law, Section 15-6-8 Unit Equivalents, and Section 15-15-1 Definitions, as in the packet which didn't include chains, and adopt the revised definitions but remove the words "generally" and "often". Council Member Ciraco seconded the motion.

RESULT: APPROVED AS AMENDED
AYES: Council Members Ciraco, Dickey, Parigian, Rubell, and Toly

The Planning Commission was given direction to review the interchangeability of the 5% for support commercial and meeting space and the definitions of hotel and condo hotel.

2. Request to Authorize the City Manager to Execute an Amendment to the Construction Agreement with Harrison Western Construction Corporation, Inc., in a Form Approved by the City Attorney, Not to Exceed $1,990,920.00 for a Total Contract Amount of $6,940,920.00, for the Spiro Mine Tunnel Reconstruction Project Phase 2:

Griffin Lloyd, Public Utilities Engineer, presented this item and reviewed the history of the Spiro Mine Tunnel and its contribution to the City's water source. In 2013, they contracted with a tunnel engineer to assess the structure of the tunnels. There were three areas in the Spiro Tunnel that needed reconstruction. Phase Two had complications because of access and high water-flow issues. Phase Three reconstruction would include steel beams for 300 feet.

Council Member Parigian asked if the tunnel was completely walkable. Lloyd stated some parts could be walked but there was a small train the miners took to get to the back. Council Member Ciraco asked about the critical need of the water supply from this tunnel. McAffee stated the Spiro Tunnel supplied 30% of the City's water source and was the head waters of McLeod Creek, which supplied water to the golf course. It also was Vail's sole source of snowmaking. There were some safety concerns with collapsing so the work being done would keep the water flowing safely.

Mayor Worel opened public input. No comments were given. Mayor Worel closed public input

Council Member Toly moved to authorize the City Manager to execute an amendment to the construction agreement with Harrison Western Construction Corporation, Inc., in a form approved by the City Attorney, not to exceed $1,990,920.00 for a total contract amount of $6,940,920.00, for the Spiro Mine Tunnel Reconstruction Project Phase 2. Council Member Ciraco seconded the motion.

RESULT: APPROVED
AYES: Council Members Ciraco, Dickey, Parigian, Rubell, and Toly

Clint McAffee, Public Utilities Director, stated Isaac Kirshner suggested salvaging rails from part of the tunnel, and he distributed some rail pieces with the Council members' names on them.

VIII. NEW BUSINESS

1. Consideration to Adopt Resolution 29-2024, a Resolution Adopting Revised Procurement Rules for Park City Municipal Corporation:
Grant Herdrich, Procurement Manager, presented this item and indicated the proposed changes included that incidental charges would increase to a $10,000 limit, the small purchase threshold for goods would increase to $75,000 and it would increase professional services and IT contracts to $100,000. Anything over these limits would be bid out per the policy. He indicated the purpose of increasing the limits would reduce the administrative burden of issuing RFPs. He also noted the lower bid items did not receive many responses.

Mayor Worel asked if this policy would be effective Citywide, to which Herdrich affirmed. Council Member Parigian asked when the last time the amounts were changed, to which it was indicated a very long time ago. Council Member Parigian asked if the RFP process would be the full process, to which Herdrich affirmed.

Mayor Worel opened public input. No comments were given. Mayor Worel closed public input.

Council Member Rubell stated the amounts should be adjusted, but not to this extent. He stated the RFP process was there for a reason. It was a fair system to all bidders. He thought the current numbers were low. The procurement process was to implement control with public money and he felt the proposed policy would lead to less accountability. He requested a lower amount and suggested a $50,000 limit for small purchases and a $50,000 limit on professional services and IT.

Council Member Dickey was comfortable with the recommendation. Council Member Ciraco agreed with Council Member Rubell and was comfortable with $50,000 and $50,000. He stated they were in a process of reorganization in City Hall, so he wanted to be more measured with the increase for now and stated it could come back to the Council regularly to be reevaluated.

Council Member Parigian agreed with Council Member Rubell on the proposed increases. He asked what a design professional services meant. Herdrich defined it as designing, master planning and interior design contracts specific to architecture as well as professional services. He gave an example of getting a design bid for the retaining wall and it was $90,000. Design for the Main Street Area Plan (MSAP) was $85,000 and these examples prompted the request to increase the amount. He knew the bidding process would be fair to all bidders, but noted staff often knew the best person to do the job.

Council Member Rubell was uncomfortable with staff saying they knew the best person because they didn't know all the vendors. Cate Brabson, Deputy City Attorney, gave examples to justify bringing the proposed increases to the Council and stated small contractors didn't have the administrative help to go online, create an account, and submit a bid. Contractors who completed phase one of a project and did a lot of work had institutional knowledge of the project and staff would want them to continue to future phases.

Council Member Ciraco stated it was nice to know contractors and trust them and it would work until it didn't, and then the City was taken advantage of. He wanted to know what the legal staff time was to see the cost savings of raising these limits. Herdrich stated he could not give attention to major procurements when there were small procurements in his queue ahead of the large ones. Council Member Toly indicated she was comfortable with $50,000 on design and $100,000 on professional services.

Council Member Rubell moved to adopt Resolution 29-2024, a resolution adopting revised Procurement Rules for Park City Municipal Corporation with the amendment to change small purchase thresholds for goods to $50,000 and small purchase thresholds for professional services to $50,000. Council Member Dickey seconded the motion.

Council Member Dickey stated Herdrich was hired to do procurement and he saw improvements that could be made in the City. Then the Council reduced his recommendations. Council Member Parigian indicated he wanted the best work for the money. Council Member Rubell asserted this smaller increase could be implemented and Herdrich could see how that impacted the process. Council Member Ciraco stated he could come back in a year after assessing these impacts. Council Member Toly suggested returning in six months.

RESULT: APPROVED
AYES: Council Members Ciraco, Parigian, and Rubell
NAYS: Council Members Dickey and Toly

2. Consideration to Approve Ordinance No. 2024-20, an Ordinance Amending Title 13, Water and Stormwater Code-4, Regulation and Enforcement of Stormwater Discharges Associated with Construction Activities:
Jason Christensen and Christine Williams, Public Utilities Department, presented this item. Williams reviewed in 2016, Park City was designated as a Municipal Separate Storm Sewer System (MS4) and the City had been required to maintain a MS4 permit

under state and federal laws. She indicated HB507 passed in the last legislative session with regard to MS4 amendments in the state code and these proposed amendments would comply with the state code. The biggest change was the addition of electronic submission of Storm Water Pollution Prevention Plan (SWPPP) inspections by the applicant. She also reviewed the notice of violation process was only related to SWPPP violations.

Mayor Worel opened the public hearing. No comments were given. Mayor Worel closed the public hearing.

Council Member Dickey moved to approve Ordinance No. 2024-20, an ordinance amending Title 13, Water and Stormwater Code-4, Regulation and Enforcement of Stormwater Discharges Associated with Construction Activities. Council Member Ciraco seconded the motion.

RESULT: APPROVED
AYES: Council Members Ciraco, Dickey, Parigian, Rubell, and Toly

3. Update on Efforts to Secure Temporary Pickleball Facility:

Ken Fisher, Tate Shaw, and Cole Johnston, Recreation Department, presented this item. Fisher explained he and Council Member Parigian toured the Utah Film Studio and they were interested in leasing a bay for indoor pickleball. Each bay could hold six pickleball courts. The lease terms set by the studio was $20,000 per month, which included utilities. He hoped to lease a bay this winter and next winter. The studio would not commit to leasing it at the same price for winter 2025-26. Fisher also reviewed that it would cost $60,000 for the flooring. Portable restrooms were also needed at $2,400 per month.

Fisher estimated revenue for play would be $216/hr. He displayed a chart at 50%, 60% and 70% utilization revenue, which would cover the operational expenses. He didn't determine insurance costs. He noted a CUP would be required from the Planning Commission for the recreation facility. A parking analysis would also be needed. If all went well, the facility could be open by February 1st. Fisher stated usage might be low this year since players might have memberships for other indoor locations, but indicated there was a lot of demand for pickleball.

Council Member Toly asked what changes would be made at the MARC if the City leased the studio. Fisher indicated all pickleball court time would move from the MARC to the studio. An employee would be at the facility. Council Member Toly asked if this had been discussed at the Recreation Advisory Board (RAB) meeting or with the pickleball community. Fisher stated it came to the Council first. Mayor Worel asked if there was staff to cover the film studio site, to which Fisher said there would be a cost for staff.

Council Member Ciraco didn't think there was a lot of financial risk to doing this and that the City would get a 50% return on investment. Council Member Rubell wanted to make sure the flooring was satisfactory before purchasing, to which Fisher affirmed.

Council Member Dickey asked if the court could be sold for close to what was paid. Fisher thought the court floor could be sold for half price. He noted the floor could also be laid in the gym or another area in town. Council Member Dickey stated there was no security that pickleball players would even be interested, there was no lease for the next year, and the players might not be happy. He was not in favor of moving forward.

Council Member Rubell thought it was worth moving forward and suggested taking a couple of players to check out the flooring. Council Member Toly supported this and thought it would relieve some stress of lack of space. She wanted to get input from RAB and the pickleball community. Council Member Rubell noted this would benefit pickleball and tennis. Council Member Ciraco supported moving forward as long as the correct steps were taken. He thought the biggest benefit was that the City was doing something to address the need. Council Member Parigian supported it as well.

It was indicated the majority of the Council supported continuing the investigation and beginning the CUP process

IX. ADJOURNMENT

PARK CITY HOUSING AUTHORITY MEETING

ROLL CALL

Attendee Name	Status
Chair Nann Worel Board Member Bill Ciraco Board Member Ryan Dickey Board Member Ed Parigian Board Member Jeremy Rubell Board Member Tana Toly Matt Dias, City Manager Margaret Plane, City Attorney Michelle Kellogg, City Recorder	**Present**
None	**Excused**

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

Chair Worel opened the meeting for any who wished to speak or submit comments on items not on the agenda. No comments were given. Chair Worel closed the public input portion of the meeting.

NEW BUSINESS

1. Consideration of a Request to Approve an Amendment to the Founder's Place Affordable Housing Mitigation Plan, a Ski-in-Ski-out Condo Development in Deer Crest of Four Buildings Totaling 78 Units:

Rhoda Stauffer, Affordable Housing Specialist, presented this item and stated they received a request from Founders Place to amend the housing mitigation plan. Bill Fiveash and Carder Lamb updated the Council on the project. Lamb reviewed the housing obligation and felt they could create three additional AUEs beyond the required 9.96 AUE requirement. He also noted the community benefit that would go to the City's Housing Fund. He explained .50% of each original sale would go to the City Housing Fund and .25% of each resale would go to the Housing Fund through 2040.

Lamb requested a modification of Condition of Approval (COA) Four to change the word "phase" to "building". He explained phase two had two buildings. The certificate of occupancy (COO) used to be given at each level of the building as it was completed, but now it had changed and was given building by building.

Board Member Parigian asked if the units were rentals, to which Lamb affirmed and stated they could be sold according to a deed restriction. Board Member Parigian asked if there was a distribution deadline for the community benefit, to which Lamb stated the revenue could be transferred within 30 days but it would be transferred at closing. The resale funding would be dispersed annually or semi-annually.

Board Member Toly clarified the second building would be done in a few weeks and then the East West assistant general manager could move in. Lamb noted with weather conditions and other factors, it could be February.

Chair Worel opened the public hearing.

Deb Rentfrow stated she had opposed any exceptions to the COA due to lack of enforcement which occurred at times. East West took her on a tour, and she decided to rescind her opposition. She commended East West for their dialogue.

Chair Worel closed the public hearing.

Board Member Ciraco stated he supported the request since they were only four to six weeks from the COO. Board Member Dickey indicated the request was due to a change in the City's process, so he supported it. Mayor Worel agreed with Board Member Dickey since this had extenuating circumstances.

Board Member Dickey moved to approve an amendment to the Founder's Place Affordable Housing Mitigation Plan, a ski-in-ski-out condo development in Deer Crest of four buildings totaling 78 units. Board Member Ciraco seconded the motion.

RESULT: APPROVED
AYES: Board Members Ciraco, Dickey, Parigian, Rubell, and Toly

ADJOURNMENT

With no further business, the meeting was adjourned.

____
Michelle Kellogg, City Recorder

City Council Staff Report

Subject: Request for Approval of Type 2 Convention Sales Licenses for Operation during the 2025 Sundance Film Festival
Author: Sydney Anderson, Business License Specialist
Department: Finance
Date: January 9, 2025

Recommendation

Review and consider approving the Type 2 Convention Sales License (CSL) applications listed in Exhibit A for operation for the 2025 Sundance Film Festival (Festival) contingent on passing the Final Inspection Post Application (FIPA).

Executive Summary

Exhibit A lists all the Type 2 Convention Sales License applicants to date pending approval. The applicants have obtained a pre-inspection prior to application (PIPA), provided a site/floor plan stamped by a design professional with occupant load, and paid the applicable license and trash fees.

We request consideration and approval of the Convention Sales Licenses applications for the 2025 Sundance Film Festival.

Analysis

The Festival attracts an increasing number of businesses/entities that conduct business within the Park City (City) limits on a short-term basis. These entities are not affiliated with the Festival or official sponsors. The volume of these types of short-term business has created health, safety, and wellness challenges for the City and its residents, including the City's ability to provide basic Police, safety, and emergency services.

These challenges can be mitigated, and the Finance Department and other departments are incredibly busy with Type 2 Convention Sales License applications in the months and weeks before the Festival starts.

The Municipal Code for Type 2 CSLs allows the City to address adverse impacts or carrying capacity issues related to the licensed activity and volume. It also allows service departments, event staff, and public safety to obtain an adequate picture of the total public service demands for the Festival in a timeframe that provides for service level and cost adjustments.

Municipal Code 4-7-3 (B)(2) states that Council retains authority to approve Type 2 CSL license applications. Prior to Council's consideration of the Type 2 CSL license applications, the applicant must have a pre-inspection prior to application (PIPA). This inspection will highlight any issues related to the space prior to their final inspection.

The inspection must accompany the license application along with accurate floor plans stamped by a design professional, including the occupant load.

The process for a Type 2 CSL is as follows:

1. Obtain floor plans stamped by a design professional
2. Obtain a PIPA
3. Obtain receipt showing payment to Republic Services to cover trash impacts (one receipt *per applicant*).
4. Submit application with site plan, PIPA, and pay the appropriate fee
5. Finance requests approval from City Council
6. Obtain Council approval
7. Obtain a FIPA
8. Issue license

All of the attached applications have met the Municipal Code standards and have completed department review.

Exhibits

Exhibit A - List of Locations

Event Name	Event Address	Regular Tenant	Event Dates
Tisch On Main	317 Main St.	The Eating Establishment	1/24-1/26
Music Lodge	255 Main St.	Treasure Mountain Inn	1/23-1/28
Music Lodge w/ OxyHealth LLC	255 Main St.	Treasure Mountain Inn	1/23-1/28
Music Lodge w/ Montana Film Commission	255 Main St.	Treasure Mountain Inn	1/23-1/28
Music Lodge w/ UCLA School of Theater	255 Main St.	Treasure Mountain Inn	1/23-1/28
Music Lodge w/ University of Pennsylvania	255 Main St.	Treasure Mountain Inn	1/23-1/28
Music Lodge w/ Film Liaisons in California Statewide	255 Main St.	Treasure Mountain Inn	1/23-1/28
Music Lodge w/ Associates of Film Commissions International	255 Main St.	Treasure Mountain Inn	1/23-1/28
Music Lodge w/ Zagreb Film Office	255 Main St.	Treasure Mountain Inn	1/23-1/28
Music Lodge w/ Moab to Monument Valley Film Commission	255 Main St.	Treasure Mountain Inn	1/23-1/28
Music Lodge w/ Oklahoma Film & Music Office	255 Main St.	Treasure Mountain Inn	1/23-1/28
Music Lodge w/ New Orleans Tourism and Economic Development	255 Main St.	Treasure Mountain Inn	1/23-1/28
Vuori, Inc.	440 Main St. (Street level)	Fjall Raven	1/23-2/9
Glam Lounge Sponsored by Lexus	511 Main St.	Meredith Marks	1/23-282
Sommsation	900 Main St. 6-102	Jackson's Hideaway	1/24-1/27
Festival Pop Up with Meta Platform Inc.	738 Main St.	Park City Tattoo Collective	1/24
Rendezvous Cinema Center by Roxstar Entertainment	900 Main St.	Loma	1/24-1/27

City Council Staff Report

Subject: **Request for Approval of Special Event Temporary Alcoholic Beverage Licenses during the 2025 Sundance Film Festival**
Author: **Sydney Anderson, Business Licenses Specialist**
Department: **Finance**
Date: **January 9, 2025**

Recommendation

We are requesting Council approval of the Special Event Temporary Alcoholic Beverage License (License) applications listed in Exhibit A for operation during the 2025 Sundance Film Festival (Festival).

Executive Summary

Exhibit A lists all License applicants to date pending approval. All requirements for application, including insurance requirements and applicable license fees, have been submitted and paid. All locations in Exhibit A have been considered vibrant or meet one of the one-year vibrancy exceptions listed in the code and are eligible to be approved for a Single Event Temporary Liquor permit. We are requesting approval of the attached applicants to serve alcoholic beverages during the 2025 Festival.

Analysis

As stated in Municipal Code § 4-6-2-(B)1, all Single Event Temporary Liquor permit applications for the dates during the Sundance Film Festival are required to obtain Council approval no later than the last regularly scheduled meeting in the month of December.

After the Finance Department accepts completed applications, the applications are reviewed by multiple departments. After approval, the applications must receive City Council approval. Municipal Code §4-6-2(B)2, allows City Council to hear no more than twelve (12) applications for late approval after the December deadline noted above.

In accordance with Municipal Code § 4-2-15: Vibrant Commercial Storefronts, locations that have been deemed "dark" for two or more consecutive quarters and which do not meet any of the one-year allowed exceptions will not be eligible for a Single Event Temporary Liquor permit at that location. All the locations listed in Exhibit A are either vibrant or have met one of the exceptions to vibrancy and are eligible to be approved for the Single Event Temporary Liquor permit.

Exhibits

Exhibit A- List of locations

Event Name	Event Address	Licensee	Regular Tenant	Event Dates
Sundance 2025	540 Main St.	Riverhorse Partners	Riverhorse On Main LLC	1/23-2/2
Apres House Co. Film Fest Pop up	738 Main St.	Cuvee LLC/Apres House CO	Park City Tattoo Collective	1/24-1/25
Vuori VIP party	440 Main St.	Culinary Crafts	FjallRaven	1/27

City Council Staff Report

Subject: 2025 Legislative Policy Platform
Author: Matt Dias
Department: Executive
Date: January 9, 2025

Summary Recommendations:

Review, discuss, and consider approving the proposed "2025 Legislative Platform."

Park City's representation at the Utah Legislature includes both a primary and secondary lobbyist and active participation and leadership roles in the Utah League of Cities and Towns, Utah City Manager Association, Utah Association of Building Officials, Utah Municipal Clerks Association, and the Utah Chiefs of Police Association.

Background:

With the 2025 Legislative Session about to get underway on January 21, 2025, we anticipate continued focus on land use, building and development codes, housing affordability, sales tax formula adjustments, special financing tools, water conservation, pre-Olympic infrastructure planning elements, and more.

For example, in the past, we have focused our lobbying efforts to push back against efforts to reduce local decision-making authority and curtail local governments' authority to regulate the pace and scale of growth and development. This includes spot-zoning and preemption of local land management codes, historic districts, fractional ownership, and building codes. Many of these initiatives purport to make developing residential and commercial projects easier, which is often the underlying goal from a state perspective yet sometimes inconsistent with local goals.

Monitoring the State's legislative activities requires considerable commitment throughout the 45-day annual Session and throughout the year. For example, PCMC's elected officials meet regularly with Senator Winterton and Representative Kohler, attend the Utah League of Cities and Towns (ULCT) weekly legislative strategy meetings, and hold an annual PC Leadership Day at the Capitol with many important intergovernmental stakeholders.

The proposed "**2025 Legislative Platform**" is a broad policy framework under which professional staff and PCMC elected officials use to lobby, support or oppose public policy initiatives, and rely upon to continue to protect Park City's independence and unique community interests.

2025 Legislative Platform:

The Legislative Platform was drafted to better define the City's legislative strategies by providing guardrails for City-led advocacy efforts at the Federal, State, and local levels. Park City's Legislative Team relies on the Platform on a day-to-day basis to respond to time-sensitive proposals before they are able to receive formal Council direction – which is necessary when the organization is between Council meetings. A list of tracked bills is also provided to the Council on an ongoing basis during the Session at each City Council meeting during the Session.

Policy Guidelines

Park City Municipal generally supports:

1. Legislation that leads to greater financial independence from Federal and State entities and protects local resources from Federal, State, and other governmental controls;
2. Legislation maintaining maximum local control in all areas of its day-to-day responsibilities, municipal operations, and local land use authority;
3. Legislation that advocates fair and proportionate representation on regional and interlocal boards and commissions; and
4. Legislation that fosters understanding and promotes more equitable access to resources for all residents, visitors, and community workforce.

Park City Municipal generally opposes:

1. Legislation that makes the City more dependent on Federal, State, and other governmental agencies for policy direction;
2. Legislation that erodes the City's broad public safety authority or interferes with local decision-making regarding land use control;
3. Legislation that imposes intrusive, unnecessary, or unfunded mandates that preempt local authority; and
4. Legislation that impedes the equitable administration of public services, justice, and social well-being.

Policy Team

Generally, the City's Legislative Team is currently led by the Mayor, a Council Liaison, and the City Manager and City Attorney. This year, the Team includes Councilor Toly, a member of the ULCT Board of Directors, the Resident Advocate, and many other managers in a supporting role. These include the Chief Building Official, Chief of Police, Planning Director, City Recorder, Economic Development Director, and others.

City Council Staff Report

Subject: **Campbell v. PCMC – Iron Canyon Trailhead – Settlement Agreement**
Author: **Luke Henry**
Department: **City Attorney's Office**
Date: **January 9, 2024**

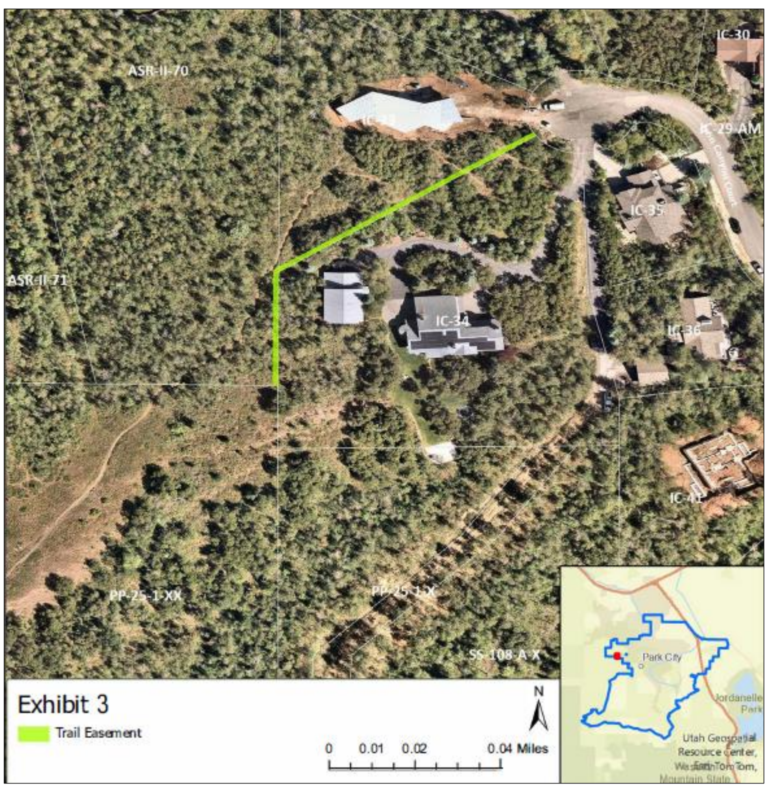
Recommendation

Approve the attached settlement agreement, which will resolve ongoing litigation between the City and the Campbells as well as between the Campbells and two nearby property owners.

Summary

In February 2023, Katherine and Rick Campbell sued the City over the scope of an access and utility easement running across their property. They also filed a lawsuit against two neighbors, arguing that a public trail easement existed over the neighbors' properties.

The City has been working with the Campbells and the neighbors to come up with a solution that maintains access to the Iron Mountain Trail and minimizes trail impacts on the neighborhood. We believe that the attached settlement agreement accomplishes both goals by granting perpetual easements (shown below) leading to the City's Iron Mountain property, ensuring continued public access, and reducing parking and other measures to lessen the negative impacts on the neighborhood.



Exhibits

Exhibit A - Settlement Agreement

SETTLEMENT AGREEMENT AND

MUTUAL RELEASE

This Settlement Agreement and Mutual Release ("Agreement") is entered into effective June 17, 2024 by and between Heather Nania ("HEATHER"), the Heather A. Nania Trust, Dated May 28, 2013 (the "NANIA TRUST") (Heather and the Nania Trust collectively, "NANIA"), Park City Municipal Corporation ("PARK CITY"), George Richard Campbell ("GEORGE"), Katherine Campbell ("KATHERINE"), the Rick and Katherine Campbell Trust, Dated January 25, 2018 (the "CAMPBELL TRUST") (George, Katherine, and the Campbell Trust collectively, "CAMPBELLS"), and Red Crow Land LLC ("RED CROW"). Said parties shall be collectively referred to as "the parties" and individually as a "party". It is intended by the parties hereto to settle and extinguish the obligations, disputes and differences hereinafter described, particularly with respect to accessing the trail commonly referred to as the Iron Mountain Trail or the Iron Canyon Trail (the "Trail").

1. <u>Recitals</u>.

1.1 The NANIA TRUST is the owner of Lot 33 of the Iron Canyon Subdivision ("Lot 33"). The CAMPBELL TRUST is the owner of Lot 36 of the Iron Canyon Subdivision ("Campbell Property"). RED CROW is the owner of Lot 70 of the Aspen Springs Ranch Subdivision Phase II ("Lot 70").

1.2 GEORGE and KATHERINE are Plaintiffs / Counterclaim Defendants in Third District Court Case No. 230500227 ("Nania/Red Crow Lawsuit"), wherein they allege, among other things, that the Trail crosses the Lot 33 and the Lot 70 because of a statutory easement, and they seek to Quiet Title, in favor of the general public, to the Trail through their action.

1.3 The CAMPBELL TRUST is the Plaintiff / Counterclaim Defendant in another lawsuit, Third District Court Case No. 230500071 ("Park City Lawsuit", and together with the Nania/Red Crow Lawsuit, the "Lawsuits"), wherein the CAMPBELLS allege that neither the "10' Utility Easement," nor the "20' Utility & Access Easement" (collectively, "Access and Utility Easement") that appears on the plat map of the Iron Mountain Subdivision ("Plat Map") provides public access to the Trail over the Campbell Property or over adjoining properties, including, but not limited to Lots 34 and 35 of the Iron Canyon Subdivision. The CAMPBELLS further allege that there is no other public access easement or public access rights for the public to access the Trail over the Campbell Property, the driveway that crosses Lot 34 and Lot 35 of the Iron Canyon Subdivision, or the driveway that crosses the Campbell Property.

1.4 NANIA has filed a counterclaim against GEORGE and KATHERINE in the Nania/Red Crow Lawsuit alleging in part that the driveway accessing the Campbell Property has been used by the community over the years and constitutes a statutory right for access to the Trail and adjacent mountain area.

1.5 RED CROW has also filed a counterclaim against GEORGE and KATHERINE in the Nania/Red Crow Lawsuit with allegations similar to those described in Section 1.4 herein.

1.6 PARK CITY is a Defendant / Counterclaim Plaintiff in the Park City Lawsuit. PARK CITY filed a counterclaim against CAMPBELLS, alleging that the "Access and Utility Easement" on the Plat Map provides a public, pedestrian access point to the Trail.

1.7 Without admitting any fault or allegation in any of the Lawsuits, the parties hereto mutually desire to settle all of their present and possible future differences, disputes and claims relating to and arising out of the above referenced Lawsuits and, therefore, the parties agree as follows:

2. Incorporation of the "Recitals". The "Recitals" of this Agreement constitute a material part of this Agreement and are incorporated herein by this reference as though fully set forth hereafter.

3. Dismissal of Action. Within five days of the execution of this Agreement, the parties shall dismiss with prejudice their respective Complaints and Counterclaims filed in the Lawsuits. Dismissal will be effective as to all parties, whether named or unnamed, served or not, and as to all claims asserted, or that could have been asserted, in the Lawsuits. Each party shall bear its own costs and attorneys' fees associated with the Lawsuits and the negotiation and execution of this Agreement.

4. Release by NANIA. In consideration for the provisions of this Agreement, and the payment of $25,000 within ten (10) business days of the execution of this Agreement to NANIA by CAMPBELLS, through counsel for CAMPBELLS, NANIA releases, acquits and forever discharges the other parties and their respective predecessors, successors, partners, heirs, assigns, brokers, employees, shareholders, attorneys, officers, directors, agents, associates, notaries, firms, insurance carriers, subsidiaries, divisions or affiliated corporations, whether previously or hereinafter affiliated in any manner, from any and all claims, demands, causes of actions, obligations, damages, attorneys' fees, costs and liabilities of any nature whatsoever, whether known or unknown, suspected or claimed, which NANIA ever had, now has, or may claim to have against the other parties as of the date of the execution of this Agreement by reason of any act or omission concerning any matter, cause or thing alleged in the Lawsuits or which could have been alleged in the Lawsuits. For sake of clarity, this Release by NANIA extends to matters concerning the existence or validity of claims related to the public nature of the Trail, but does not extend to matters beyond the disputed issues in the Lawsuits.

5. **Release by CAMPBELLS.** In consideration for the provisions of this Agreement, CAMPBELLS hereby acquit, release and forever discharge the other parties and each of their respective predecessors, successors, partners, heirs, assigns, brokers, employees, shareholders, attorneys, officers, directors, agents, associates, notaries, firms, insurance carriers, subsidiaries, divisions or affiliated corporations, whether previously or hereinafter affiliated in any manner, from any and all claims, demands, causes of actions, obligations, damages, attorneys' fees, costs and liabilities of any nature whatsoever, whether known or unknown, suspected or claimed, which CAMPBELLS ever had, now have or may claim to have against the other parties as of the date of the execution of this Agreement by reason of any act or omission concerning any matter, cause or thing alleged in the Lawsuits or which could have been alleged in the Lawsuits. For sake of clarity, this Release by CAMPBELLS extends to matters concerning the existence or validity of claims related to the public nature of the Trail, but does not extend to matters beyond the disputed issues in the Lawsuits.

6. **Release by PARK CITY**. In consideration for the provisions of this Agreement, PARK CITY hereby acquits, releases and forever discharge the other parties and each of its respective predecessors, successors, partners, heirs, assigns, brokers, employees, shareholders, attorneys, officers, directors, agents, associates, notaries, firms, insurance carriers, subsidiaries, divisions or affiliated corporations, whether previously or hereinafter affiliated in any manner, from any and all claims, demands, causes of actions, obligations, damages, attorneys' fees, costs and liabilities of any nature whatsoever, whether known or unknown, suspected or claimed, which PARK CITY ever had, now has or may claim to have against the other parties as of the date of the execution of this Agreement by reason of any act or omission concerning any matter, cause or thing alleged in the Lawsuits or which could have been alleged in the Lawsuits. For sake of clarity, this Release by PARK CITY extends to matters concerning the existence or validity of claims related to the public nature of the Trail, but does not extend to matters beyond the disputed issues in the Lawsuits.

7. **Release by RED CROW**. In consideration for the provisions of this Agreement, RED CROW hereby acquits, releases and forever discharge the other parties and each of its respective predecessors, successors, partners, heirs, assigns, brokers, employees, shareholders, attorneys, officers, directors, agents, associates, notaries, firms, insurance carriers, subsidiaries, divisions or affiliated corporations, whether previously or hereinafter affiliated in any manner, from any and all claims, demands, causes of actions, obligations, damages, attorneys' fees, costs and liabilities of any nature whatsoever, whether known or unknown, suspected or claimed, which RED CROW ever had, now has or may claim to have against the other parties as of the date of the execution of this Agreement by reason of any act or omission concerning any matter, cause or thing alleged in the Lawsuits or which could have been alleged in the Lawsuits. For sake of clarity, this Release by RED CROW extends to matters concerning the existence or validity of claims related to the public nature of the Trail, but does not extend to matters beyond the disputed issues in the Lawsuits.

8. **Time is of the essence.** Time is of the essence with regard to this Agreement and the performance by the parties. In the event any party delays in the process set forth in this

Agreement, that party shall be deemed in breach and the non-defaulting party shall be entitled to all remedies at law or equity caused by the delay.

9. **Obligations of Parties**. In order to carry out the intent and specific obligations of this Agreement the parties shall perform the following:

9.1 PARK CITY shall, at its sole and exclusive expense, relocate the Trail by creating a new trail that it is located along the property line between the Lot 33 and Lot 34 of the Iron Canyon Subdivision ("Lot 34"), but solely on Lot 33. PARK CITY shall pay all expenses associated with the creation of the new trail and shall include the planting of screening mutually acceptable to PARK CITY and NANIA as indicated in Exhibit 1. Thereafter, the owner of the Lot 33 shall be solely responsible for the maintenance of such plants. Additionally, PARK CITY, at its sole cost and expense, will install appropriate signage advising the public that trespass on Lot 34 and Lot 70 is prohibited. If necessary, Park City will further evaluate other precautions intended to prevent hikers from exiting the Trail onto Lot 34 or Lot 70.

9.2 NANIA shall grant to PARK CITY a non-exclusive, nonrevocable, limited easement over a five foot strip along the boundary between Lot 33 and Lot 34 for the sole and exclusive purpose of a hiking trail, used to access the Trail, in the form set forth in Exhibit 2.

9.3 PARK CITY shall, at its sole and exclusive expense, relocate that part of the Trail currently crossing Lot 70 by creating a new trail that it is located along the property line between Lot 70 and Lots 33 and 34, and solely on Lot 70, until it leaves Lot 70 adjacent to Lot 34. For reference, the location of the Trail shall be consistent with the depiction on Exhibit 3. PARK CITY shall pay all expenses of the relocation and shall include the planting of screening mutually acceptable to PARK CITY and RED CROW as indicated in Exhibit 1. Thereafter, the owner of Lot 70 shall be solely responsible for the care and maintenance of such plants. Additionally, PARK CITY, at its sole cost and expense, will install appropriate signage advising the public that trespass on Lot 70 is prohibited, and access to both sides of the existing Trail will be blocked and/or eliminated. RED CROW shall grant to PARK CITY a non-exclusive, nonrevocable, limited easement over a five-foot strip along the boundary between Lot 70 and Lots 33 and 34 for the sole and exclusive purpose of a hiking trail in the form set forth in Exhibit 4. (The easements set forth in Exhibits 1 & 4 may be referred to as the "EASEMENTS"). All other easements or public rights of way associated with trails or trail access across Lot 70 will be deemed vacated.

9.4 PARK CITY will pay for any necessary expenses, such as surveys, construction work, and recording fees to establish the EASEMENTS.

9.5 PARK CITY will install signage identifying and limiting parking in the areas designated by the color red in the map attached as Exhibit 5. PARK CITY shall, at its discretion, take appropriate actions to mitigate any adverse impacts of the Trail, which may include reducing the traffic on the Trail, signage limiting or regulating various trail uses, prohibiting commercial use of the Trail, further reductions to parking near the Trial, or other efforts reasonably intended to manage or reduce traffic on the Trail.

9.6 CAMPBELLS, through their counsel, shall pay to NANIA the sum of $25,000 in consideration for this Agreement and resolution of the Lawsuits.

9.7 PARK CITY shall reasonably seek to establish an alternate access to the city-owned property known as Iron Mountain and covered by the Iron Mountain Conservation Easement to the west of the properties involved in LAWSUITS that PARK CITY, in its sole discretion, may determine is reasonably comparable to the access provided to the Trail through this Agreement and the EASEMENTS. If PARK CITY is successful in establishing that alternative, then PARK CITY shall take additional measures to restrict use of the EASEMENTS solely to residents and invitees of the neighborhood by posting signage discouraging entrance to the neighborhood by others than residents and their invitees. Notwithstanding the foregoing, this paragraph does not apply if alternative access to the Trail is acquired within the same neighborhood area.

9.8 PARK CITY shall be responsible for the reasonable maintenance of the Trail on the EASEMENTS and the signage set forth in this Agreement.

9.9 PARK CITY shall indemnify and hold the current and future owner(s), resident(s), or invitee(s) of Lots 33 and 70 harmless from any and all claims, causes of action, enforcement proceedings and matters of any kind or nature arising from or relating to use of the Trail on the EASEMENT, personal injuries or damages to personal property by persons using the Trail on the EASEMENT or any other matter arising from the Trail on the EASEMENT, except for any matter including or involving the actual or alleged intentional conduct and/or gross negligence on the part of any owner(s), resident(s), or invitee(s) of Lots 33 or 70. This indemnity includes but is not limited to the payment of attorneys' fees incurred by the owners of Lot 33 and Lot 70 or the providing of competent defense and representation. PARK CITY shall have the right to settle any disputes subject to this Indemnity provided, in the event there is any request that the owner(s) or any resident(s) of Lot 33 or 70 incur any financial responsibilities as part of such settlement, the settlement must be approved, in writing, by the owner or residents of Lots 33 and/or 70.

9.10 PARK CITY shall execute, a release and abandonment of certain easement rights in form set forth in Exhibit 6.

9.11 PARK CITY agrees that it will not direct pedestrians, hikers, bikers, walkers, or any other members of the general public to access the Trail by crossing over or across the driveway accessing Lot 34 or Lot 35 of the Iron Canyon Subdivision, the Campbell Property, or over or across any portion of the Campbell Property. Subject to and without waiver of the foregoing, the Parties recognize and agree that PARK CITY is a public entity. PARK CITY has previously authorized or issued prior publications or statements that identify the Access and Utility Easement as part of the Trail. PARK CITY shall not be deemed to have breached this provision because of any publication or statement that precedes the date of this Agreement, regardless of when or how it was accessed by a third party. Nor is PARK CITY responsible for any statements made by third-parties in reliance on the City's prior publications or statements.

10. Complete Release. The releases set forth in this Agreement are general mutual releases of the claims, demands, causes of action, obligations, damages, and liabilities of any nature whatsoever that are described in the releases and are intended to encompass all known and unknown, foreseen and unforeseen claims which the parties may have against each other, with respect to the Lawsuits. The parties hereto each acknowledge that they may hereafter discover facts different from or in addition to those they now know or believe to be true with respect to the claims, demands, causes of action, obligations, damages and liabilities of any nature whatsoever that are the subject of the releases set forth herein, and the parties each expressly agree to assume the risk of the possible discovery of additional or different facts, and agree that this Agreement shall be and remain effective in all respects regardless of such additional or different facts.

11. Settlement of Claims. The parties hereto acknowledge that this Agreement is a settlement of disputed claims and is not an admission of liability by any of the parties hereto. The intention is to settle any all claims the parties may have with regard to any matter known to them at the time of this settlement concerning the Trail or the pending LAWSUITS.

12. **No Assignment.** The parties hereto each warrant that they have made no assignment, and will make no assignment of any claim, chose in action, right of action or any right of any kind whatsoever embodied in any of the claims and allegations made in the action and that no other person or entity of any kind had or has any interest in any of the demands, obligations, actions, causes of action, debts, liabilities, rights, contracts, damages, attorneys' fees, costs, expenses, losses or claims asserted in either of said actions.

13. **Agreement to Refrain from Instituting Future Proceedings.** The parties hereto each covenant and agree never to commence, aid in any way, prosecute or cause to be commenced or prosecuted, any action or other proceeding based upon any claims, demands, causes of action, obligations, damages or liabilities which are intended to be settled by this Agreement, except in the event of a breach of this agreement. The breaching Parties agree to indemnify and hold harmless any party hereto from any and all claims, including court costs and attorneys' fees, related to any action or proceeding brought by the nonbreaching party or their agents or employees.

14. **Heirs, Successors and Assigns.** This Agreement and all terms and provisions hereof shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legal representatives, assigns, and successors in interest to any real property identified herein.

15. **Counterparts.** This Agreement may be executed in multiple counterparts.

16. **Gender and Number.** Whenever required by the context, as used in this Agreement, the singular number shall include the plural, and the masculine gender shall include the feminine and neuter.

17. **Advice of Counsel.** This Agreement in all respects has been voluntarily and knowingly executed by the parties hereto on advice and with approval of their respective legal counsel.

18. **<u>Severability</u>.** Should any portion, word, clause, phrase, sentence or paragraph of this Agreement be declared void or unenforceable, such portion shall be considered independent and severable from the remainder, and the validity of which shall remain unaffected.

19. **<u>Entire Agreement</u>.** This Agreement constitutes the entire agreement between the parties who have executed it and supersedes any and all other agreements, understandings, negotiations or discussions, either oral or in writing, express or implied, between the parties hereto. The parties to this Agreement each acknowledge that no representations, inducements, promises, agreements or warranties, oral or otherwise, have been made by them, or any one acting on their behalf, which are not embodied in this Agreement, that they have not executed this Agreement in reliance on any such representation, inducement, promise, agreement or warranty and that no representation, inducement, promise, agreement or warranty not contained in this Agreement including, but not limited to, any purported supplements, modifications, waivers or terminations of this Agreement shall be valid or binding, unless executed in writing by all of the parties to this Agreement.

20. **<u>Waiver</u>.** Failure to insist on compliance with any term, covenant or condition contained in this Agreement shall not be deemed a waiver of that term, covenant or condition, nor shall any waiver or relinquishment of any right or power contained in this Agreement at any time or more times be deemed a waiver or relinquish of any right or power at any other time or times.

21. **<u>Attorneys' Fees</u>**. In the event it becomes necessary to enforce the terms and provisions of this Agreement, the prevailing party shall be entitled to all costs of enforcement, including but not limited to attorneys' fees and court costs.

22. **Court to Retain Jurisdiction**. Until Exhibit 2 and Exhibit 4 have been executed and recorded with the Summit County Recorder, the Court shall retain jurisdiction to enforce the terms and provisions of this Settlement Agreement.

23. **Specific Performance**. The Parties agree that, in the event of any breach of this Agreement, money damages alone shall be an insufficient remedy. The Parties agree that in the event of any breach of this Agreement, any non-breaching Party may seek and obtain specific performance and injunctive relief.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date set forth hereinafter.

[SIGNATURES ON NEXT PAGE]

"HEATHER, on behalf of NANIA TRUST"

Dated: ____________________ ____
Heather Nania

"GEORGE, both personally and on behalf of CAMPBELL TRUST"

Dated: ____________________ ____
George Campbell

"KATHERINE, both personally and on behalf of CAMPBELL TRUST"

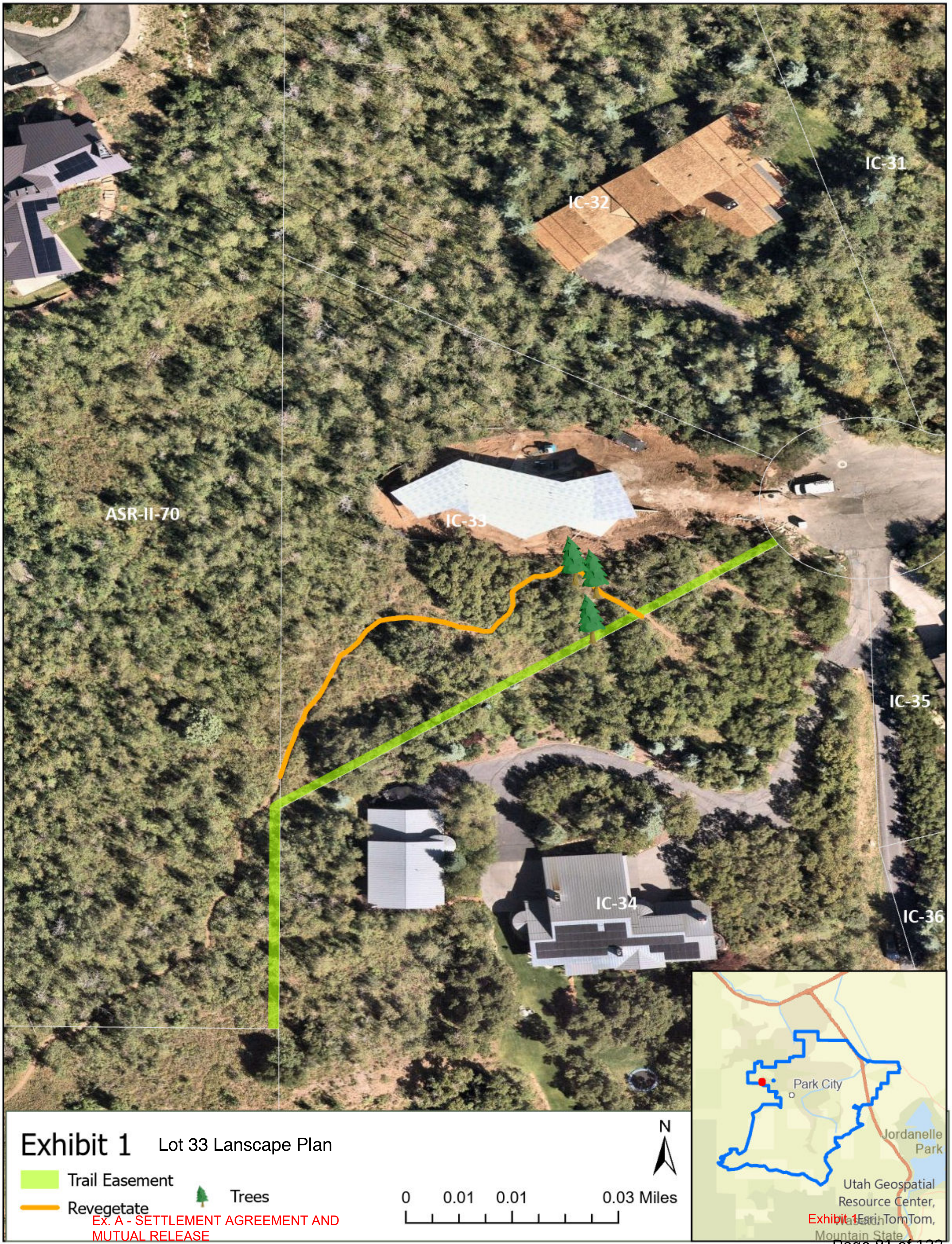
Dated: ____________________ ____
Katherine Campbell

"PARK CITY"
Park City Municipal Corporation

Dated: ____________________ By: ____________________________________
[Name] __________________________________
[Title] __________________________________

"RED CROW"
Red Crow Land, LLC

Dated: ____________________ By: ____________________________________
[Name] __________________________________
[Title] __________________________________


IC-31
IC-32
ASR-II-70
IC-33
IC-35
IC-34
IC-36
Exhibit 1
Lot 33 Lanscape Plan
Trail Easement
Revegetate
Trees
N
0
0.01
0.01
0.03 Miles
Park City
Jordanelle
Park
Utah Geospatial
Resource Center,
TomTom,
Mountain State

Lot 70 Landscape Plan

Park City will contribute $2,500.00 that the property owner may use at it deems appropriate for landscaping. No other action will be taken by Park City.

WHEN RECORDED, RETURN TO:
Park City Municipal Corporation
Attn: City Attorney's Office
PO Box 1480
Park City, Utah 84060

GRANT OF PUBLIC RECREATIONAL TRAIL EASEMENT

For the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Red Crow Land LLC, **Grantor** of Summit County, State of Utah, hereby grants, conveys, sells, and sets over unto PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation ("**PCMC**"), as Grantee, and PCMC's successors and assigns, a perpetual easement solely for the purpose of constructing, operating, and maintaining a public recreational trail (the "**Trail**") and all related signage and other improvements. Said easement being situated in Summit County, State of Utah, over a parcel of Grantor's land, which easement is depicted as the "Easement Area" on exhibit A and more particularly described as follows:

Aspen Springs Ranch Ph. 2 Lot 70 – 5' trail Easement. December 12, 2024

A tract of land for a 5 foot trail easement along the East boundary of Lot 70 Aspen Springs Ranch Phase 2 as shown on the official plat thereof and on file and of record in the Office of the Summit County Recorder, recorded June 26, 1992 as Entry No. 361321, being more particularly described as follows:

Beginning at the southeast corner of Lot 70 Aspen Springs Ranch Phase 2 as shown on the official plat thereof and on file and of record in the Office of the Summit County Recorder, recorded June 26, 1992 as Entry No. 361321; and running thence, N. 89°10'33" W. 5.00 feet coincident with the south boundary of Lot 70 to a point 5 feet parallel to the east boundary of said Lot 70; thence N. 00°12'22" W. 189.28'; thence N. 55'16'49" E. 6.07 feet to said east boundary of Lot 70; thence coincident with the east boundary of said Lot 70 S. 00°12'22" E. 192.81 feet to the point of beginning.

Said tract of land contains 955 square feet or 0.02 acres.

Grantor represents and warrants to PCMC that Grantor owns fee simple title to the parcel which is being encumbered by the Easement. Grantor represents that it has the full right, power, and authority to grant this Easement to PCMC and to carry out its obligations in this Agreement. Grantor further represents that all required actions necessary to internally authorize Grantor to carry out its obligations in this Agreement have taken place.

This Easement Grant is binding upon and inures to the benefit of the parties and their respective successors and assigns. Each right and obligation in this Agreement (whether affirmative or negative in nature): (a) shall constitute a covenant running with the land; (b) shall benefit and bind every person having any fee, leasehold, or other interest in any portion of the Property or Easement to the extent such portion is benefitted, affected, or bound by the Easement; and (c) shall benefit and be binding upon any owner of the Property whose title is acquired by judicial foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise. If Grantor transfers the Property, the transferee shall automatically be deemed to have assumed and agreed to be personally bound and obligated by and responsible to perform the obligations of Grantor contained in this Agreement. This Agreement is governed by the laws of the State of Utah. Each individual executing this Agreement represents that it/she/he/they is duly authorized to execute this agreement in the capacity and for the entity for whom that individual signs. This Agreement may be executed in any number of counterpart originals, each of which shall be deemed an original instrument for all purposes, but all of which shall comprise one and the same instrument.

Motorized vehicles, including but not limited to, snowmobiles, ATVs, jeeps, and motor bikes, are not permitted on the property other than for emergency services, in association with an approved special event, for ski resort operations, for trail and Property maintenance, the maintenance of utilities, or for the construction of new trails or trail amenities.

Within the Easement Property, Grantee shall have the right to, at its sole cost and expense, (a) create, maintain, repair and replace the Trail, and (b) remove all structures, trees, shrubs, grass and herbage and other obstructions interfering with the maintenance, repair and replacement of the Trail (all such improvements, together with any and all other improvements located on, or constructed within, the Easement Property pursuant to this instrument are referred to as the “Improvements”).

By accepting the Easement, Grantee agrees to maintain the Easement Property in good order, condition, and repair, consistent with its use and a hiking trial.

If Grantee fails to perform any of its obligations under this Agreement, and fails to cure such default after 30 days’ written notice of such default or, if such default cannot reasonably be cured within such 30 days, fails to commence curative action and thereafter diligently complete the same, then, in such case, the Grantor may pursue all available remedies at law and in equity.

Subject to the terms and provisions hereof, Grantor reserves unto itself forever, the right to cross over or under the Easement Property, to place or grant other easements along, across, or under the Easement Property, and to otherwise make improvements to the Easement Property, so long as such uses and improvements do not impair or diminish Grantee’s or any benefited parties’ use of the Easement Area for the purposes herein granted.

Grantor may relocate the Easement, provided that Grantor agrees to bear all costs and expenses of the relocation and (i) such relocation satisfies all applicable governmental requirements; (ii) such relocation does not unreasonably interfere with or disrupt the use of the Easement; (iii) reasonable prior written notice of such relocation shall have been given to the Grantee; and (iv) such relocation has been approved in writing by Grantee.

Grantee shall indemnify and hold the Grantor harmless from any and all claims, causes of action, enforcement proceedings and matters of any kind or nature arising from or relating to use of the Trail on the Easement Area, personal injuries or damages to personal property by persons using the Trail on the Easement Area or any other matter arising from the Trail on the Easement Area, except for any matter including or involving the actual or alleged intentional conduct and/or gross negligence on the part of Grantor or any Grantor's owner(s), resident(s), or invitee(s). This indemnity includes but is not limited to the payment of attorneys' fees incurred by Grantor or the providing of competent defense and representation. Grantee shall have the right to settle any disputes subject to this indemnity provided, in the event there is any request that the Grantor incur any financial responsibilities as part of such settlement, the settlement must be approved, in writing, by the Grantor.

The Parties shall execute and deliver all documents, provide all information, take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this Agreement.

Red Crow Land LLC

Date:____________________ Signature:____

By: _______

Its: ___________

CORPORATE ACKNOWLEDGMENT

STATE OF ______________)

) ss.

COUNTY OF ____________)

On this _____ day of __________, 2023, personally appeared before me ___________________, who being duly sworn, did say that they are the _____________ of Red Crow Land LLC,, and acknowledged to me that the preceding Easement Agreement was signed on behalf of the Red Crow Land LLC, by their authority and they acknowledged that they did execute the same for its stated purpose.

____

NOTARY PUBLIC

ACCEPTED BY:

PARK CITY MUNICIPAL CORPORATION,
a Utah municipal corporation

Date:____________________ Signature:____
Nann Worel, Mayor

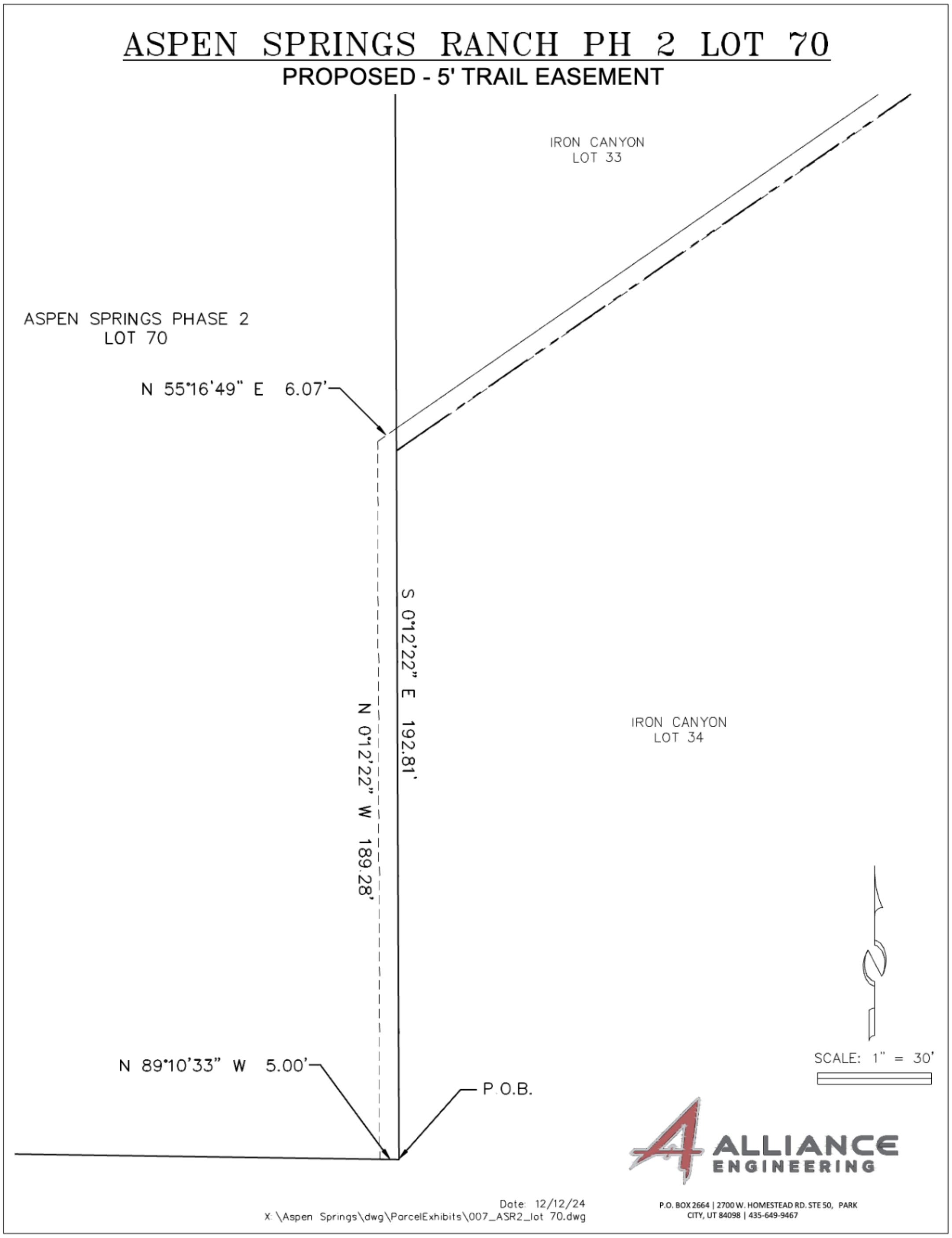
Attest:

____
City Recorder's Office

Approved as to Form:

____
City Attorney's Office

EXHIBIT A


ASPEN SPRINGS RANCH PH 2 LOT 70
PROPOSED - 5' TRAIL EASEMENT
IRON CANYON
LOT 33
ASPEN SPRINGS PHASE 2
LOT 70
N 55°16'49" E 6.07'
S 0°12'22" E 192.81'
N 0°12'22" W 189.28'
IRON CANYON
LOT 34
SCALE: 1" = 30'
N 89°10'33" W 5.00'
P.O.B.
ALLIANCE
ENGINEERING
Date: 12/12/24
X:\Aspen Springs\dwg\ParcelExhibits\007_ASR2_lot 70.dwg
P.O. BOX 2664 | 2700 W. HOMESTEAD RD. STE 50, PARK CITY, UT 84098 | 435-649-9467


IC-26
IC-27
IC-31
IC-32
IC-30
ASR-II-70
IC-33
IC-29-AM
Ion Canyon Court
IC-35
ASR-II-71
IC-34
IC-36
IC-41
PP-25-1-XX
PP-25-1-X
SS-108-A-X
Exhibit 3
Trail Easement
0 0.01 0.02 0.04 Miles
N
Park City
Jordanelle Park
Utah Geospatial Resource Center, Esri, TomTom, Mountain State

WHEN RECORDED, RETURN TO:
Park City Municipal Corporation
Attn: City Attorney's Office
PO Box 1480
Park City, Utah 84060

GRANT OF PUBLIC RECREATIONAL TRAIL EASEMENT

For the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Heather A. Nania Trust, Dated May 28, 2013, **Grantor** of Summit County, State of Utah, hereby grants, conveys, sells, and sets over unto PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation ("**PCMC**"), as Grantee, and PCMC's successors and assigns, a perpetual easement solely for the purpose of constructing, operating, and maintaining a public recreational trail (the "**Trail**") and all related signage and other improvements. Said easement being situated in Summit County, State of Utah, over a parcel of Grantor's land, which easement is depicted as the "Easement Area" on exhibit A and more particularly described as follows:

> A tract of land for a 5 foot trail easement along the southwesterly boundary of Iron Canyon Subdivision Lot 33 - Building Pad Adjustment as shown on the official plat thereof and on file and of record in the Office of the Summit County Recorder, recorded February 3, 2023 as Entry No. S0010337 being more particularly described as follows:
>
> Beginning at the Southwest Corner of Iron Canyon Subdivision Lot 33 - Building Pad Adjustment as shown on the official plat thereof and on file and of record in the Office of the Summit County Recorder, recorded February 3, 2023 as Entry No. S0010337; and running thence, N. 00°12'22" W. 6.07 feet coincident with the West boundary of said Lot 33 (N. 00°07'10" W by record) to a point 5 foot parallel to the Southwesterly boundary of said Lot 33; thence N. 55°16'49" E. 244.29 feet to a point on a 50.00 foot non-tangent curve to the left, said point being on the west right-of-way line of Iron Canyon Court, having a radius point which bears N. 61°01'16" E.; thence southeasterly along the arc of said curve, and Iron Canyon Court right-of-way 5.01 feet through a central angle of 05°44'21" to the Southeast corner of said Lot 33; thence S. 55°16'49" W. 247.48 feet coincident with the southwesterly boundary of said Lot 33 to the point of beginning.
>
> Said tract of land contains 1,229 square feet or 0.03 acres.

Grantor represents and warrants to PCMC that Grantor owns fee simple title to the parcel which is being encumbered by the Easement. Grantor represents that it has the full right, power, and authority to grant this Easement to PCMC and to carry out its obligations in this Agreement. Grantor further represents that all required actions necessary to internally authorize Grantor to carry out its obligations in this Agreement have taken place.

This Easement Grant is binding upon and inures to the benefit of the parties and their respective successors and assigns. Each right and obligation in this Agreement (whether affirmative or negative in nature): (a) shall constitute a covenant running with the land; (b) shall benefit and bind every person having any fee, leasehold, or other interest in any portion of the Property or Easement to the extent such portion is benefitted, affected, or bound by the Easement; and (c) shall benefit and be binding upon any owner of the Property whose title is acquired by judicial foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise. If Grantor transfers the Property, the transferee shall automatically be deemed to have assumed and agreed to be personally bound and obligated by and responsible to perform the obligations of Grantor contained in this Agreement. This Agreement is governed by the laws of the State of Utah. Each individual executing this Agreement represents that it/she/he/they is duly authorized to execute this agreement in the capacity and for the entity for whom that individual signs. This Agreement may be executed in any number of counterpart originals, each of which shall be deemed an original instrument for all purposes, but all of which shall comprise one and the same instrument.

Motorized vehicles, including but not limited to, snowmobiles, ATVs, jeeps, and motor bikes, are not permitted on the property other than for emergency services, in association with an approved special event, for ski resort operations, for trail and Property maintenance, the maintenance of utilities, or for the construction of new trails or trail amenities.

Within the Easement Property, Grantee shall have the right to, at its sole cost and expense, (a) create, maintain, repair and replace the Trail, and (b) remove all structures, trees, shrubs, grass and herbage and other obstructions interfering with the maintenance, repair and replacement of the Trail (all such improvements, together with any and all other improvements located on, or constructed within, the Easement Property pursuant to this instrument are referred to as the "Improvements").

By accepting the Easement, Grantee agrees to maintain the Easement Property in good order, condition, and repair, consistent with its use and a hiking trial.

If Grantee fails to perform any of its obligations under this Agreement, and fails to cure such default after 30 days' written notice of such default or, if such default cannot reasonably be cured within such 30 days, fails to commence curative action and thereafter diligently complete the same, then, in such case, the Grantor may pursue all available remedies at law and in equity.

Subject to the terms and provisions hereof, Grantor reserves unto itself forever, the right to cross over or under the Easement Property, to place or grant other easements along, across, or under the Easement Property, and to otherwise make improvements to the Easement Property, so long as such uses and improvements do not impair or diminish Grantee's or any benefited parties' use of the Easement Area for the purposes herein granted.

Grantor may relocate the Easement, provided that Grantor agrees to bear all costs and expenses of the relocation and (i) such relocation satisfies all applicable governmental requirements; (ii) such relocation does not unreasonably interfere with or disrupt the use of the Easement; (iii) reasonable prior written notice of such relocation shall have been given to the Grantee; and (iv) such relocation has been approved in writing by Grantee.

Grantee shall indemnify and hold the Grantor harmless from any and all claims, causes of action, enforcement proceedings and matters of any kind or nature arising from or relating to use of the Trail on the Easement Area, personal injuries or damages to personal property by persons using the Trail on the Easement Area or any other matter arising from the Trail on the Easement Area, except for any matter including or involving the actual or alleged intentional conduct and/or gross negligence on the part of Grantor or any Grantor's owner(s), resident(s), or invitee(s). This indemnity includes but is not limited to the payment of attorneys' fees incurred by Grantor or the providing of competent defense and representation. Grantee shall have the right to settle any disputes subject to this indemnity provided, in the event there is any request that the Grantor incur any financial responsibilities as part of such settlement, the settlement must be approved, in writing, by the Grantor.

The Parties shall execute and deliver all documents, provide all information, take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this Agreement.

The Heather A. Nania Trust, Dated May 28, 2013

Date:____________________ Signature:____

By: _______

Its: ___________

CORPORATE ACKNOWLEDGMENT

STATE OF ______________)

) ss.

COUNTY OF ____________)

On this _____ day of __________, 2023, personally appeared before me ___________________, who being duly sworn, did say that they are the _____________ of the Heather A. Nania Trust, Dated May 28, 2013, and acknowledged to me that the preceding Easement Agreement was signed on behalf of the Heather A. Nania Trust, Dated May 28, 2013, by their authority and they acknowledged that they did execute the same for its stated purpose.

____

NOTARY PUBLIC

ACCEPTED BY:

PARK CITY MUNICIPAL CORPORATION,
a Utah municipal corporation

Date:____________________ Signature:____
Nann Worel, Mayor

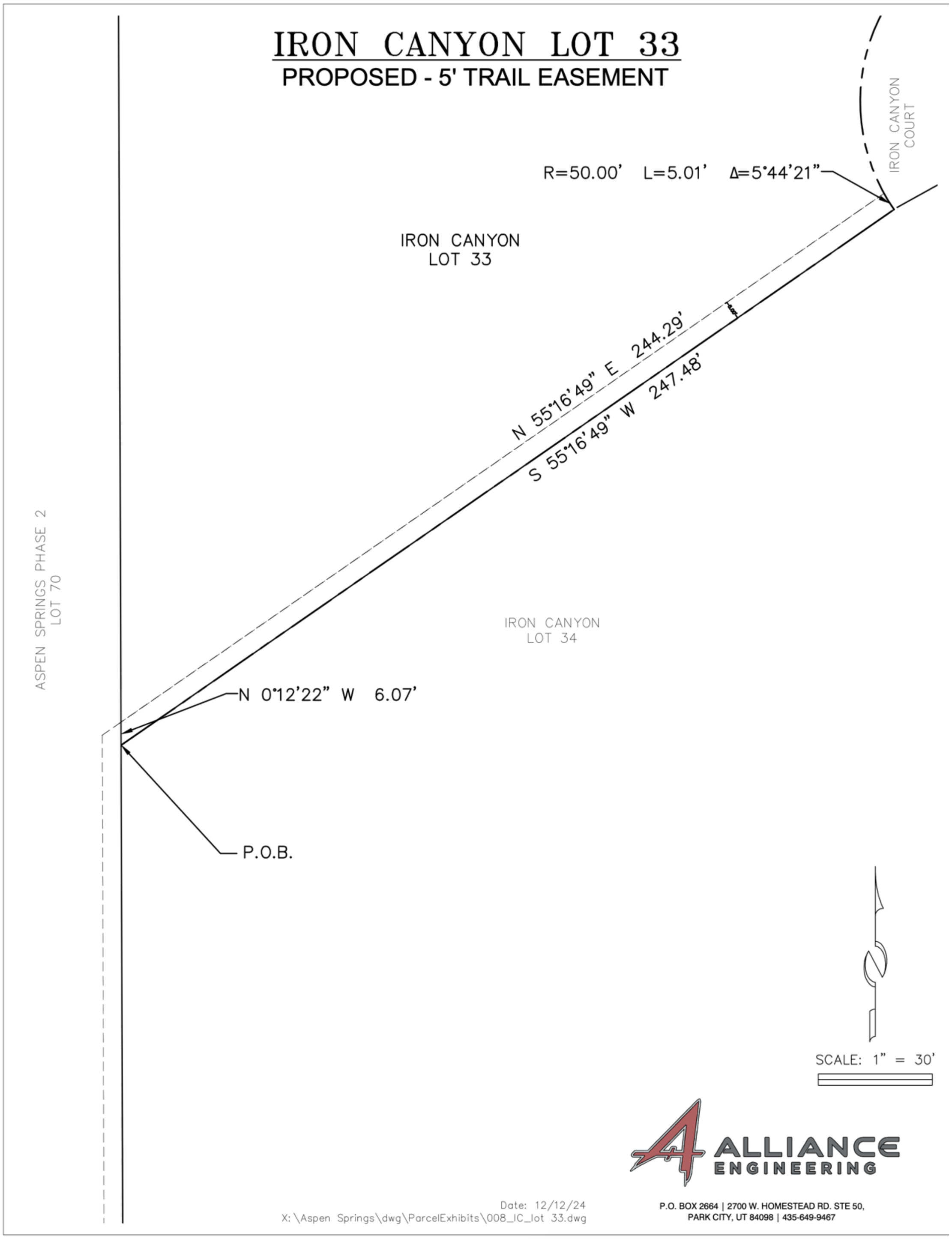
Attest:

____
City Recorder's Office

Approved as to Form:

____
City Attorney's Office

EXHIBIT A



IRON CANYON LOT 33
PROPOSED - 5' TRAIL EASEMENT
IRON CANYON COURT
R=50.00' L=5.01' Δ=5°44'21"
IRON CANYON LOT 33
N 55°16'49" E 244.29'
S 55°16'49" W 247.48'
ASPEN SPRINGS PHASE 2 LOT 70
IRON CANYON LOT 34
N 0°12'22" W 6.07'
P.O.B.
SCALE: 1" = 30'
ALLIANCE ENGINEERING
Date: 12/12/24
X:\Aspen Springs\dwg\ParcelExhibits\008_IC_lot 33.dwg
P.O. BOX 2664 | 2700 W. HOMESTEAD RD. STE 50, PARK CITY, UT 84098 | 435-649-9467

Exhibit 5

No Parking Area

0 0.01 0.02 0.04 Miles

N

Recording Requested by and
When Recorded Mail to:

Buchalter, P.C.
C/O Douglas P. Farr
60 E. South Temple
Suite 1200
Salt Lake City, UT 84117

TERMINATION AND RELEASE OF PUBLIC ACCESS

This Termination and Release of Public Access (the "Termination") is entered into as of ________________, 2024 (the "Effective Date"), by and between PARK CITY MUNICIPAL CORPORATION ("City") and THE RICK AND KATHERINE CAMPBELL TRUST, dated January 25, 2018 ("Campbell Trust"). City and Campbell Trust shall collectively be referred to as the "Parties".

RECITALS

A. Whereas, the Campbell Trust is the owner of fee title to certain real property located in Summit County, Utah described in Exhibit A attached hereto (the "Campbell Property") and depicted as Lot 36 of that certain Iron Canyon Subdivision plat map recorded in the Official Records of Summit County, Utah, as Instrument No. 212520 (the "Subdivision Map").

B. Whereas, the Campbell Property is subject to certain easements shown on the Subdivision Map.

C. Whereas, the City and some members of the public have claimed the right to legal access over either the 20-foot utility and access easement depicted on Lots 34, 35 and 36 of the Subdivision Map, or the 10' Utility Easement depicted between Lots 34, 35, and 36 of the Subdivision Map (those two easements, collectively, the "Utility and Access Easement").

D. Whereas, the City has agreed that the Utility and Access Easement will only be used by the City to provide the City with access over and across lots 34, 35, and 36 to the extent necessary to manage public utilities (the "Intended Purpose").

E. Whereas, the Parties desire to terminate any further claim that the City or the public has the right to utilize the Utility and Access Easement for any purpose other than the Intended Purpose.

NOW THEREFORE, in consideration of the foregoing, of the mutual promises of the Parties hereto and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties mutually agree as follows:

Section 1. <u>Termination of Public Access</u>. The City hereby remises, releases and quitclaims unto Campbell Trust any and all interest granting the City, and, therefore, the public, any rights granted via the Utility and Access Easement other than the Intended Purpose of the Utility and Access Easement as defined in Recital D, above. The City agrees that the Utility and Access Easement is private, non-public property, subject only to the Intended Purpose of the Utility and Access Easement. For clarity's sake, the City shall retain its right to the Utility and Access Easement for the exclusive purpose of servicing public utilities (for the City). The Campbell Trust further retain whatever rights and interests they might have in the Utility and Access Easement. After the Effective Date, the City agrees not to take any action that could be reasonably construed as directing or pointing any non-City employee over or across the Utility and Access Easement. Finally, the City agrees to treat any allegation of trespassing on or over the Utility and Access Easement the same as it would treat an allegation of trespassing on or over other private property provided, however, that at all times the City shall retain full and complete prosecutorial and law enforcement discretion.

Section 2. Effective Date. This Termination shall be effective as of the Effective Date.

Section 3. Utah Law. This Termination shall be governed by and interpreted in accordance with the laws of the State of Utah.

Section 4. Invalidity. Any provision of the Termination which is determined by a court to be invalid or unenforceable shall be deemed severed herefrom, and the remaining provisions shall remain in full force and effect as if the invalid or unenforceable provision had not been a part hereof.

Section 5. Headings. The headings used in this Termination are for convenience only and shall be disregarded in interpreting the substantive provisions of this Termination.

Section 6. Incorporation of Recitals and Exhibits. All recitals set forth above, and all exhibits attached to this Termination, are incorporated herein by this reference.

Section 7. Counterparts. This Termination may be signed in counterparts, each of which shall constitute one and the same instrument.

[Signature pages follow]

IN WITNESS WHEREOF, the Parties have executed this Termination as of the Effective Date.

CITY:

PARK CITY MUNICIPAL CORPORATION

By: ______________________________
Name: ______________________________
Its: ______________________________

STATE OF _________)
) SS.
COUNTY OF _______)

I, ______________________________, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _________________, personally known to me to be the _____________ of ______________________, a ____________________________, whose name is subscribed to the within instrument, appeared before me this day in person and acknowledged that, in such capacity, (s)he signed and delivered the said Instrument of writing as his/her free and voluntary act and as the free and voluntary act and deed of said entity, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of ______________, 2024.

____
Notary Public

My Commission expires: ___________________________________

CAMPBELL TRUST:

THE RICK AND KATHERINE CAMPBELL TRUST

By:__________________________________
Name:_______________________________
Title:________________________________

STATE OF _________)
) SS.
COUNTY OF _______)

I, _____________________________, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ________________, personally known to me to be the ____________ of _____________________, a ___________________________, whose name is subscribed to the within instrument, appeared before me this day in person and acknowledged that, in such capacity, (s)he signed and delivered the said Instrument of writing as his/her free and voluntary act and as the free and voluntary act and deed of said entity, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____________, 2024.

____
Notary Public

My Commission expires: __________________________________

Exhibit A

Campbell Property Legal Description

Lot 36 of that certain Iron Canyon Subdivision plat map recorded in the Official Records of Summit County, Utah, as Instrument No. 212520.

WOODSIDE

Senior Center & Housing Work Session

January 9, 2025

PARK CITY
1884

ORIGINAL RFP ASK

An affordable housing project that includes a Senior Center…

"Project response **primarily** a residential, affordable rental development that contains approximately 80% affordable units, 20% market-rate senior units…"

"…**as well as** the development of a newly constructed senior center with a building footprint of approximately 7,000 square feet."

LESSONS LEARNED

OVER 10 MONTHS OF COLLABORATIVE WORK, WE AFFIRMED

- **Land area includes (8) parcels**
  - steep slopes, access, historically significant structure, contested prior MPD, etc.
  - developing all of the parcels may not be in the best interest of the project
  - Seniors hold an existing lease on their site through June 2075

- **The combined affordable housing and Senior Center RFP**
  - has undergone many iterations as requirements evolved
  - proposed a 7,000 SF building, whereas the request is for a 7,000sqft <u>footprint</u> to promote collaborative social spaces, sizing overall SF through a "use analysis"
  - parking spaces have increased
  - originally proposed Senior affordable housing, since revised to community affordable/workforce housing

OPTION 1

STAY THE COURSE IN THE MARCH 2024 RFP

Continue PPP with Related/KTGY to combine housing and senior center. Related/KTGY addressed most concerns, but City subsidy remains high and the proposed project has gaps to some key requests from the Seniors.

- **ISSUE: FUNDING GAP $6.2M for Senior Center & $10.5M for housing**

- **SOLUTION - Set a not-to-exceed City financial contribution goal**
  - Increase the $3.5M allocated for the Senior Center
  - Allow Related to value engineer design, affordability mix, minimize parking, etc. to reduce costs
  - Seniors must reduce project size or produce outside financial contributions

II OPTION 2

REISSUE A RFP THAT FOCUSES ON A SENIOR CENTER…
WITH A POTENTIAL HOUSING COMPONENT

- timeline can be accelerated based on previous work
- reflects the evolved project requirements agreed to by all parties before issuing (similar to Bonanza 5-acre RFP)
- suggest requesting bids in 3 forms, where a bidder MUST respond to (1) and MAY respond to (2) and/or (3):
    1. **Senior Center**; housing is a separate and unrelated project
    2. **Senior Center and housing** in a single-phase
    3. **Senior Center first** and housing over multiple phases

- Develop a Senior Center as quickly and efficiently as possible
- Balance the Seniors' goals/priorities and City's financial contribution
- Eliminate operational disruptions to seniors and project delays
- Consider nearby location in working to meet project requests
- Honor the Seniors' existing lease, even if an alternate location

KEY QUESTIONS

Option 1 – continue attempting to refine the "**housing based**" original RFP

OR

Option 2 – fast-track bids that reflect the evolved "**Senior Center based**" requirements with consensus

Considerations with either option

- Appropriate size/square footage, and footprint?
- Parking supply?
- Housing supply and type (market/affordable/none)?
- Summit County Participation and interpretation of MOU?
- PCMC project budget?

COUNCIL DISCUSSION

PARK CITY 1884

Ordinance 2025-01

An Ordinance Giving Notice of a Regular Meeting Date, Time, and Location for Meetings of the City Council, Redevelopment Agency, and Housing Authority of Park City, Utah, for 2025

The regular meetings of the Park City Council, Redevelopment Agency, and Housing Authority shall be held on Thursdays at the Marsac Municipal Building in Council Chambers at 445 Marsac Avenue, Park City. Meetings will also be available online and may have options to listen, watch, or participate virtually. For more information on attending virtually, please go to www.parkcity.org. The 2025 meeting schedule for the City Council is as follows and the other bodies may meet at the same time and date as needed:

January 9, 16, 21 (Tuesday)
February 6, 27
March 13, 20, 27
April 10, 24
May 1, 15, 22
June 5, 12, 26
July 10
August 14, 26 (Tuesday)
September 4, 25
October 9, 23
November 6, 18 (Tuesday)
December 11, 18

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.

EFFECTIVE DATE. This Ordinance shall take effect upon publication.

PASSED AND ADOPTED this 9th day of January, 2025.

PARK CITY MUNICIPAL CORPORATION

____
Nann Worel, MAYOR

ATTEST:

____
Michelle Kellogg, City Recorder

APPROVED AS TO FORM:

____
City Attorney’s Office

Resolution No. HA 1-2025

A RESOLUTION ESTABLISHING A REGULAR MEETING DATE, TIME, AND LOCATION FOR 2025 MEETINGS AND APPOINTING OFFICERS OF THE BOARD OF DIRECTORS OF THE HOUSING AUTHORITY OF PARK CITY, UTAH

BE IT RESOLVED by the Housing Authority of Park City:

SECTION 1. REGULAR MEETING DATE. The regular meeting of the Housing Authority shall be held on January 9, 2025, and thereafter as determined by the board at the Marsac Municipal Building in Council Chambers at 445 Marsac Avenue, Park City. Meetings will also be available online and may have options to listen, watch, or participate virtually. For more information on attending virtually, please go to www.parkcity.org.

SECTION 2. NOTICE OF PUBLIC MEETINGS. Notice shall be given, including the agenda, date, time, and place of the meeting. The agenda will be posted at the Marsac Municipal Building at least twenty-four (24) hours prior to each regular meeting, and delivered to the local news media. The agenda for special or emergency meetings shall be noticed in the best manner practicable. The Board of Directors may meet socially at an announced location after the meeting, but City business will not be conducted.

SECTION 3. WORK SESSIONS. Work sessions are open informational meetings, where new items are introduced or regular meeting agenda items are discussed for clarification prior to action. Typically, no formal action is scheduled or taken during a work session, but formal actions may be made to conduct the Board's business, if it is deemed to be in the best interest of the public.

SECTION 4. CLOSED MEETINGS. Every meeting and work session is open to the public, unless closed pursuant to Sections 52-4-204 and 52-4-205 of the Utah Code. A closed meeting may be held if a quorum is present and upon the affirmative vote of two-thirds of the members of the public body present at an open meeting for which notice is given pursuant to Section 52-4-202. No closed meeting is allowed except for purposes expressly allowed under Section 52-4-205; provided no ordinance, resolution, rule, regulation, contract, or appointment shall be approved at a closed meeting. A record of closed meetings shall be created and maintained in accordance with Section 52-4-206 of the Utah Code, as amended.

SECTION 5. SPECIFIC MEETING DATES. The meeting schedule for the Housing Authority in 2024 is as follows: January 9, 2025, at 5:30 p.m. and thereafter as determined by the board.

SECTION 6. APPOINTMENT OF OFFICERS. The officers of the Board of Directors of the Housing Authority of Park City, Utah shall be as follows: The elected Mayor shall be the Chairperson; the Mayor Pro Tempore shall be the Vice-Chairperson; the Alternate Mayor Pro Tempore shall be the Alternate Vice-Chairperson; the City Manager shall be the Executive Director; the City Recorder shall be the Secretary; and the Deputy City Recorder shall be the Deputy Secretary.

PASSED AND ADOPTED this 9th day of January, 2025.

PARK CITY HOUSING AUTHORITY

____

Chair Nann Worel

ATTEST:

____

Michelle Kellogg, Secretary

Approved as to form:

____

City Attorney's Office

Housing Authority Staff Report

Subject: City Park Community Center Master Planned Development – Housing Mitigation Plan
Author: Rhoda Stauffer, Housing Program Manager
Department: Housing
Date: January 9, 2025

Recommendation

Review the Housing Mitigation Plan (HMP) for the affordable housing obligation generated by the new City Park Community Center Master Planned Development (MPD) in City Park, consider the Planning Commission's favorable recommendation, take public comment, and approve the HMP.

Executive Summary

Historically, affordable housing obligations for City-initiated MPD and Annexation projects have been determined case-by-case, which is typical for cities and towns. For additional history and context, the Housing Team reviewed City projects back to 2006, or when the City Council adopted the 10-06 RESOLUTION ADOPTING AFFORDABLE HOUSING GUIDELINES AND STANDARDS. A review of Housing Authority meetings before 2006 revealed no discussion of affordable housing obligations generated by City capital projects.

- 2009 - Seismic upgrade to the Marsac Building, or City Hall: No housing obligation generated, as square footage and original use remained unchanged.[1]
- 2009 - Quinns Junction Water Treatment Plant: The housing obligation of .25 Affordable Unit Equivalents (AUEs) for office uses was waived, and the final Action Letter is linked here.
- 2010 to 2019 - Snow Creek Cottages, The Retreat at the Park, Central Park City Condos, and Woodside Park, Phase I: These projects successfully met housing obligations as the City proactively developed 100% affordable housing. They created 44 units of new deed-restricted affordable housing.
- 2010 - the old Racquet Club was renovated into the larger PC MARC: Based on a memo in the planning file (attached as Exhibit A), there was no housing obligation. The memo from the Recreation Team stated that they would hire no new employees to staff the upgraded facility, as it could be operated with roughly the same number of employees as the existing facility.

[1] Section 8.E. of the 20-07 Housing Resolution states that redevelopment or changes to an MPD that increase the size of a building or change its use may generate a housing obligation.

Certain types of public facilities are often exempt from generating a housing obligation. Public facilities like schools, libraries, government buildings, and other infrastructure intended for public use are not subject to the same housing requirements as private commercial or residential developments.

Affordable housing obligations generally apply to residential and commercial projects that increase the population and, therefore, the demand for housing in the area. Public facilities, however, are usually built to support the existing population or provide essential services rather than to increase residential or commercial density.

Under the current Resolution, 05-2021 Affordable Housing Guidelines, there are options[2] to consider for reducing or waiving housing obligations:

> *SECTION 8.C. Reduction of Employee Generation for Institutional/Nonprofit Use. The City Council may reduce the base employee generation rate by up to fifty percent for uses that are "non-commercial or non-residential in nature, which provide educational, social or related services to the community and which are proposed by public agencies, nonprofit agencies, foundations, and other similar organizations" upon finding that the benefits/impacts of such development as they relate to the Community's Critical Priorities and General Plan goals outweigh the housing impacts.*
>
> *SECTION 8.D. Independent Calculation. An applicant may submit an independent calculation of the number of employees to be generated by a proposed development, to be used in place of the Employee Generation Table. The independent calculation must be described in detail as to formulas used and the basis for those formulas. The City Council may choose to accept the independent calculation if the Council determines the calculation constitutes compelling evidence of a more accurate calculation of employee generation than Table 1: Employee Generation Table...*
>
> *SECTION 22. WAIVERS. The City Council may waive all or part of the requirements of this Resolution in exchange for enhanced project affordability or livability, including but not limited to the incorporation of sustainable building practices and systems in the unit design and development.*

Finally, between 2010 and 2019, the City served as the sole developer for four projects, resulting in 44 units totaling 53,064 SF (equal to 58.96 AUEs). These units can be considered fulfillment of housing obligations generated by City capital projects.

City Park Community Center

On February 15, 2024, the City Council supported a conceptual design for the proposed new Community Center in City Park (Staff Report, Minutes). On June 20, 2024, the City Council reviewed the proposed plans for the Community Center and approved a Professional Services Agreement with Sparano + Mooney Architecture (Staff Report pg. 76, Minutes, pg. 7).

[2] There are also separate sections on economic hardship waivers and redevelopment if the prior redevelopment was pursuant to an MPD, which is not the case here.

City Council has approved replacing the existing and well-worn recreation building in City Park with a larger, more modern space to address growing community recreation needs. The approved plan for the Park City Community Center is a new building of approximately 15,000 Gross Square Feet (GSF). Notably, the new building replaces a 40-year-old undersized facility that will expand programming to include multipurpose spaces, classrooms, recreational spaces, new City Park public restrooms, and maintenance functions under separate and secure entry.

The primary purpose and goals of the new facility include:

- Provide indoor/outdoor community event space directly connected to the Park.
- Expand access to summer and school break day camps for Park City residents.
- Provide flexible multipurpose space for community programming.
- Provide universally accessible facilities for people of all ages and abilities.
- Provide a new fenced playground with an outdoor shaded seating area.
- Relocate and replace the basketball and volleyball courts.
- Provide improved park restrooms and maintenance facilities.

Commercial development equal to or larger than 10,000 square feet requires submission of an MPD application. The Planning Commission began reviewing the City Park Community Center MPD in September 2024, with favorable results thus far.

The MPD will expand the existing building from 5,000 SF to 15,000 SF. Under 05-2021 Affordable Housing Guidelines, MPDs for non-residential development generate housing obligations in line with projected employee generation. Section 8.B. lists recreational employee generation as 5.3 per 1,000 SF.

With 10,000 SF of expanded square footage, the employee generation calculation equals 53 new employees or 7.06 AUEs. The calculation method in 05-2021 Affordable Housing Guidelines Section 8.B. assumes a new enterprise rather than one that already employs a substantive and experienced team of full-time and seasonal staff.

In place of an independent calculation (provided within 05-2021 Affordable Housing Guidelines Section 8.D.), the Recreation Department submitted immediate and future staffing plans. The Recreation Department plans no new staff immediately. Instead, they may increase staff for the new facility as programs ramp up. They project that the maximum number of new hires will be up to five seasonal staff and one full-time employee. The seasonal and full-time combined equal two Full-Time Equivalents (FTEs). The Recreation Department Housing Mitigation Plan is attached as Exhibit B.

Two FTEs would generate a housing obligation of .27 Affordable Unit Equivalents (one AUE equals 900 SF) or 243 SF. One unit at the Retreat at the Park will fulfill this obligation. The unit is 1450A Park Avenue, a 773 SF historic one-bedroom unit in the Retreat at the Park project that sold for $192,153 in 2018 to a qualified buyer.

The new Community Center is also a public facility that aims to serve local children and community programming. It will feature an expanded and affordable summer day camp within the City, relocate programs from the existing PC MARC, and host community events in both indoor and outdoor spaces.

Analysis

City infrastructure projects serve a public benefit, as outlined in Section 8.C. (detailed above), which permits a reduction of housing obligations by up to 50%. Section 8.D. allows for an independent calculation in which the Recreation Department presents a compelling argument for a more reasonable staffing increase based on actual plans.

The City is also a large producer of off-site affordable housing, achieving far greater numbers of new affordable housing units than the obligation generated by the new Community Center. The Housing Team proposes that the housing obligation generated by the Community Center be fulfilled by the construction of 1450A Park Avenue, a 773 SF unit sold to a qualified buyer in 2018.

On December 11, 2024, the Planning Commission reviewed the City Park Community Center HMP and forwarded a favorable recommendation to the City Council. The links to the Staff Report and minutes are provided here.

A confirmation of Housing Authority Action Letter is attached as EXHIBIT C.

Funding

This request requires no funding.

Attachment

Exhibit A: 2010 Memo to the Planning File regarding the Affordable Housing obligation resulting from the reconstruction of the PC MARC

Exhibit B: Recreation Department Housing Mitigation Plan for the affordable housing obligation generated by the Park City Community Center

Exhibit C: Housing Authority Action Letter

MEMO

PARK CITY 1884

Recreation Department

1200 Little Kate RD
P.O. Box 1480
Park City, UT 84060
Tel 435.615.5411
Fax 435.615.4908
www.parkcityrecreation.org

To: Kayla Sintz
From: Ken Fisher
Subject: Affordable Housing
Date: January 15, 2010
CC: Phyllis Robinson

The proposed renovation of the Park City Racquet Club will not generate any additional employees for the facility. In fact it is likely that there could be a reduction since the proposed plans are a more efficient layout of the facility that will enable a better cross utilization of staff.

pcrecreation

To: Housing Team

From: Ken Fisher, Recreation Director

Date: November 15, 2024

RE: Housing Mitigation Plan for the Affordable Housing Obligation generated by the City Park Community Center.

The 05-2021 Affordable Housing Guidelines provide a basis for calculating the number of employees that will be generated with the added square footage to the new center. The calculation is based on the assumption that for every 1,000 square feet of new space, 5.3 employees are generated. This totals 53 employees for the added 10,000 square feet of new space. Using the method of calculation prescribed, a total of 7.06 AUEs would be required.

The Recreation Department is using the option listed in Section 8.D which allows for an independent calculation. See this Section excerpted below:

SECTION 8.D. Independent Calculation. *An applicant may submit an independent calculation of the number of employees to be generated by a proposed development, to be used in place of the Employee Generation Table. The independent calculation must be described in detail as to formulas used and the basis for those formulas. The City Council may choose to accept the independent calculation if the Council determines the calculation constitutes compelling evidence of a more accurate calculation of employee generation than Table 1: Employee Generation Table. Should the independent calculation not be accepted, then the applicable employee generation factor from the Employee Generation Table shall be applied to the proposed Development. Any acceptance of an Independent Calculation shall be site and use specific, non-transferable, and be memorialized in a Development Agreement between the developer and the City. Such Agreement shall be executed prior to the issuance of any building permit.*

In lieu of an abstract calculation, the Recreation Department staffing plan for the new space is the following:

- Currently, the summer day camp operates with 14 staff per day. If the camp increases to 150 campers' staff would increase to 19 employees per day. This increases staff by 5 employees for 40 hrs. per week for 10 weeks or 2,000 hours of employment.

- Once the facility is fully operational, the Recreation Department anticipates hiring a full- time regular employee to manage the facility. The seasonal and full-time combined would total two Full-Time Equivalents (FTEs), and the housing obligation for adding two FTEs would amount to .27 AUE.

The new Community Center is a public facility that aims to serve local children and community programming. It will feature an expanded and affordable summer day camp within the City, relocate programs from the PC MARC, and host community events in both indoor and outdoor spaces.

In conclusion, the Recreation Department proposes that no affordable housing obligation be assigned to the City Park Community Center. If the City Park Community Center use is changed in any way in the future, the affordable housing obligation will be re-examined.

DIMENSIONED FLOOR PLAN - NEW AND EXISTING

SCALE: 1:20

pcrecreation
A higher degree of play

SPARANO+MOONEY ARCHITECTURE

LANDMARK DESIGN

NOTICE OF HOUSING AUTHORITY ACTION

Description: **Affordable Housing Mitigation Plan**
Project Title: **City Park Community Center**
Date of Action: **January 9, 2025**

Summary of Housing Authority Action

On January 9, 2025, the Park City Housing Authority approved the Housing Mitigation Plan (HMP attached in Attachment 1) in fulfillment of the housing obligation for the City Park Community Center, approved by the Planning Commission on December 12, 2024. The housing obligation of .27 AUE or 243 SF is fulfilled by the construction of 1450A Park Avenue, a 773 SF unit sold to a qualified buyer in 2018.

1. On November 7, 2024, the City Council approved the schematic design of the City Park Community Center.
2. On December 11, 2024, the Planning Commission approved the Master Planned Development and reviewed the City Park Community Center HMP and forwarded a favorable recommendation to the City Council.

Conditions of Approval:

1. If the City Park Community Center use is changed in any way in the future, the affordable housing obligation will be re-examined.

If you have any questions about this action letter, please contact Rhoda Stauffer at 435-615-5152 or via email at rhoda.stauffer@parkcity.org.

Attachments:

1. City Park Community Building Housing Mitigation Plan dated November 2022.

CONFIRMED AND ADOPTED this 9th DAY OF January 2025.

PARK CITY HOUSING AUTHORITY

____
Nann Worel, CHAIR

Attest:

____
Michelle Kellogg, City Recorder

Approved as to Form:

____
City Attorney’s Office

Resolution No. RDA 1-2025

A RESOLUTION ESTABLISHING A REGULAR MEETING DATE, TIME, AND LOCATION FOR 2025 MEETINGS AND APPOINTING OFFICERS OF THE BOARD OF DIRECTORS OF THE REDEVELOPMENT AGENCY OF PARK CITY, UTAH

BE IT RESOLVED by the Redevelopment Agency of Park City:

SECTION 1. REGULAR MEETING DATE. The regular meeting of the Redevelopment Agency shall be held on January 9, 2025, and thereafter as determined by the board at the Marsac Municipal Building in Council Chambers at 445 Marsac Avenue, Park City. Meetings will also be available online and may have options to listen, watch, or participate virtually. For more information on attending virtually, please go to www.parkcity.org.

SECTION 2. NOTICE OF PUBLIC MEETINGS. Notice shall be given, including the agenda, date, time, and place of the meeting. The agenda will be posted at least twenty-four (24) hours prior to each regular meeting, and delivered to the local news media. The agenda for special or emergency meetings shall be noticed in the best manner practicable. The Board of Directors may meet socially at an announced location after the meeting, but City business will not be conducted.

SECTION 3. WORK SESSIONS. Work sessions are open informational meetings, where new items are introduced or regular meeting agenda items are discussed for clarification prior to action. Typically, no formal action is scheduled or taken during a work session, but formal actions may be made to conduct the Agency's business, if it is deemed to be in the best interest of the public.

SECTION 4. CLOSED MEETINGS. Every meeting and work session is open to the public, unless closed pursuant to Sections 52-4-204 and 52-4-205 of the Utah Code. A closed meeting may be held if a quorum is present and upon the affirmative vote of two-thirds of the members of the public body present at an open meeting for which notice is given pursuant to Section 52-4-202. No closed meeting is allowed except for purposes expressly allowed under Section 52-4-205; provided no ordinance, resolution, rule, regulation, contract, or appointment shall be approved at a closed meeting. A record of closed meetings shall be created and maintained in accordance with Section 52-4-206 of the Utah Code, as amended.

SECTION 5. SPECIFIC MEETING DATES. The meeting schedule for the Redevelopment Agency in 2025 is as follows: January 9, 2025, at 5:30 p.m. and thereafter as determined by the board.

SECTION 6. APPOINTMENT OF OFFICERS. The officers of the Board of Directors of the Redevelopment Agency of Park City, Utah shall be as follows: The elected Mayor shall be the Chairperson; the Mayor Pro Tempore shall be the Vice-Chairperson; the Alternate Mayor Pro Tempore shall be the Alternate Vice-Chairperson; the City Manager shall be the Executive Director; the City Recorder shall be the Secretary; and the Deputy City Recorder shall be the Deputy Secretary.

PASSED AND ADOPTED this 9th day of January, 2025.

PARK CITY REDEVELOPMENT AGENCY

____

Chair Nann Worel

ATTEST:

____

Michelle Kellogg, Secretary

Approved as to form:

____

City Attorney’s Office