



**PARK CITY COUNCIL MEETING  
SUMMIT COUNTY, UTAH  
February 3, 2026**

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

Zoom Link:

<https://us02web.zoom.us/j/89292306508>

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

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

**WORK SESSION**

4:05 p.m. - Discuss PCMC's Needs-Based Childcare Scholarship Program

4:45 p.m. - 2026 Legislative Session Update

The Legislative Bill Tracking List will be updated before the City Council Meeting and is available [here](#).

**COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF**

5:00 p.m. - Council Questions and Comments

Staff Communications Reports

1. November 2025 Sales Tax Report

5:15 p.m. - Break

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

**I. ROLL CALL**

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

**III. CONSIDERATION OF MINUTES**

1. Consideration to Approve the City Council Meeting Minutes from January 8 and 13, 2026

**IV. CONSENT AGENDA**

1. Request to Approve a Three Year Lease Agreement with Stacy Witbeck, a Civil Construction Firm, for 1.8 Acres along State Route 224 to Allow for Laydown Yard Activities on the Property
2. Request to Authorize the City Manager to Approve Contract Amendments with Utah State

University Utah Conservation Corps, Ecology Bridge LLC, Optimo Landscaping and Snow Removal LLC, and Greenleaf Enterprises to Extend the Terms and Increase the Contract Amounts by \$275,000, for a Total Not to Exceed \$475,000, in a Form Approved by the City Attorney's Office, for Invasive Species Mitigation

3. Request to Approve the 2026 City Sponsorship of the Following Special Events, and Authorize Final Staff Approval: Full Moon Snowshoe, Your Barn Door is Open, Barn Tours, and Scarecrow Festival
4. Request to Approve the Nonprofit Services Advisory Committee's Recommendations for Emergent Community Needs Grant Awards for a Total of \$55,150, to the Following Local Nonprofit Organizations: Hive Family Collective, National Ability Center, People's Health Clinic, Summit Community Gardens & Eats, Summit County Clubhouse, and WasteLess Solutions
5. Request to Authorize the Acting City Manager to Execute an Amendment to Extend the Binding Exclusive Negotiation Clause for 90 Days, Ending May 11, 2026, with Wadsworth Acquisitions, LLC, to Pursue a Public-Private Partnership to Deliver an Indoor Pickleball Facility
6. Request to Approve the Conveyance Agreement, in a Form Approved by the City Attorney's Office, to Acquire Lot 4 of the FJ Gillmor Subdivision from Summit County in Exchange for Park City's Waiver and Release of the "Up-to-10-Acre Obligation" from the 2017 Open Space Cooperation Agreement

#### **V. OLD BUSINESS**

1. Clark Ranch Discussion with the Planning Commission
2. Consideration to Approve Next Steps for the Citywide Bus Stop Improvements Project  
(A) Public Input (B) Action

#### **VI. NEW BUSINESS**

1. Consideration to Approve Ordinance No. 2026-03, an Ordinance Amending Land Management Code Chapters 15-2.4 Historic Residential – Medium Density District, 15-2.5 Historic Recreation Commercial District, 15-2.10 Estate District, 15-2.13 Residential Development District, 15-2.16 Recreation Commercial District, and Section 15-4-24 Public Transit Amenity Areas, to Allow Public Transit Amenity Areas to be Constructed and Maintained in Setbacks  
(A) Public Hearing (B) Action

#### **VII. ADJOURNMENT**

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

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

# City Council Staff Report



**Subject:** Childcare Needs-Based Scholarship Program  
**Author:** Michelle Downard  
**Department:** Executive  
**Date:** February 3, 2026

## Summary

Pursuant to City Council direction, discuss and review potential criteria adjustments for the Park City Needs-Based Childcare Scholarship Program to support providers.

## Background

On [March 20, 2025](#), the City Council received the Program [Impact Report](#) in addition to updated performance data. See qualifying scholarship criteria in Exhibit A.

On [May 1, 2025](#), the Nonprofit Services Advisory Committee recommended awarding a Public Service Contract to local nonprofit childcare provider PC Tots in the amounts of \$27,250 for FY25, \$50,000 for FY26, and \$50,000 for FY27. Council approved only the \$27,250 for FY25 and directed that the additional funds for FY26 and FY27 be reallocated to augment the Emergent Community Needs Fund. The intent was to provide PC Tots with gap funding until Council could review potential updates to the Childcare Scholarship Program that might offer broader support to PC Tots and other providers. Council members supported allowing PC Tots to apply for Emergent Needs funds if additional program support did not materialize. Based on this direction, PC Tots has applied for an Emergent Needs Grant, and the Nonprofit Services Advisory Committee's recommendation is included in a separate staff report scheduled for this same meeting date.

On [September 4, 2025](#) and [November 18, 2025](#), the Council supported returning to consider adjustments to the Childcare Scholarship Program, including the recommendations of eliminating the AMI, implementing a sliding scale or tiered system, adding workforce support, supporting childcare provider teachers, increasing provider incentives, and allocating ongoing funding. However, Council was not unified on the best path forward, with two Council Members expressing interest in the provider support option and two Members interested in removing the AMI caps and enacting the sliding scale. One Member asked about community business partners and the County's program.

While Council maintains the authority to pursue other program adjustments to support lower-income Park City households with young children, given the successful program performance, the ever-changing environment of federal and state childcare funding, and dynamic revenue projections, the proposed program amendment focuses on Council's discussion regarding offering broader support to PC Tots and other providers.

## **PCMC Scholarship Awards and Performance**

As of December 31, 2025, \$990,773.65 in scholarships had been distributed to qualified households, including \$887,873.65 (90%) in tuition scholarships and \$102,900 (10%) in provider incentives.

As of December 31, 2025, 27 participating childcare providers have been awarded scholarships for 138 households, supporting a total of 157 children, including 92 currently enrolled families with 99 child enrollments. 10 children are also enrolled in the DWS Childcare Assistance Program. Enrollments for residents and workforce households have remained comparable, with 34 residents, 41 workforce, and 13 PCMC families currently enrolled, in addition to four families who meet multiple criteria. The average resident scholarship, based on the 10% household contribution and the cost of childcare, resulted in an average monthly scholarship of \$827. When combined with the flat workforce scholarship of \$200, this results in an average scholarship of \$513 per month for resident and workforce households.

Additional performance data will be provided by Upwards in a Second-Year Impact Report, expected in March.

## **Analysis**

The Program's success continues to receive national attention. For example, PCMC has been invited by the [National League of Cities](#) to participate in the [Prenatal-to-Three Impact Lab](#), an opportunity to connect with peer networks, and learn about tailored resources and real-world examples to help cities improve outcomes for infants, toddlers, and their families.

## **Childcare Provider Support**

Council is being asked to consider a \$100 provider incentive for each PCMC Scholarship-enrolled child per month to providers located within Park City limits, not including State-operated or State-funded centers, and to eliminate provider incentives for children receiving DWS childcare assistance enrolled in State-funded or operated childcare facilities. The funding impact is projected to be \$65,500 to \$70,900 annually, and would increase provider support from 10% to 20% of the total program allocations.

If implemented, the Council should determine the appropriate implementation date of this incentive. To help bridge the gap for PC Tots and support other childcare providers operating on razor-thin margins as noted in the [Utah Childcare Solutions and Productivity Plan](#), and facing capital and maintenance costs such as backflow preventers, Council could consider applying the incentive retroactively to the start of FY26.

- Retroactive incentives for July 2025 through January 2026, would result in a total of \$38,900 funding allocation. This includes \$24,500 to PC Tots (including PC Tots, PC Tots Too, and PC Tots Library), \$14,300 to Alpine Adventures Academy (including Alpine Adventures Academy 1 and 2), and \$100 to Deer Valley Childcare.

- Implementing the program from February through June 2026 would result in an estimated total of \$32,000 in provider incentives.

### **Budget**

The Childcare Scholarship Program's projected annual allocation is approximately \$655,000 (not including increased provider support). As anticipated, the \$1M approved in FY24 was largely exhausted in Dec 2025. During FY26, City Council approved an additional \$300,000 to fund scholarships from January through June 2026. Participants have been notified that funds are available on a first-come, first-served basis.

If Council chooses to prioritize continuing the Childcare Scholarship Program outside of the annual budget process, it would require direction to continue using fund balance, which is atypical for recurring expenses. Alternatively, funding the program would require implementing strategic budgetary reductions elsewhere to offset the expense, which is best done as part of the budget process. Preliminary PCMC revenue projections for FY27 indicate a stagnant growth environment, which may necessitate a net-neutral budget approach, however, we will continue refining revenue projections during the FY27 budget process.

Further compounding possible budgetary constraints, Utah anticipates a reduction in federal Child Care and Development Fund (CCDF) allocations under the standard formula. While specific impacts are not yet known, reductions could affect the DWS Childcare Assistance Program resulting in increased demand on the City's Program.

### **EXHIBITS**

A Programmatic and Qualifying Scholarship Criteria

**PCMC Child Care Needs-Based Scholarship Program Criteria**

**1. Resident Child Care Tuition Scholarship**

a. Requirements

- i. At least one parent is a Park City resident;
- ii. Children up to kindergarten eligibility age;
- iii. A household income of less than 100% Summit County AMI;
- iv. Child enrolled in a regulated child care provider located within Summit County; and
- v. Households must contribute 10% of the household income to child care per month (aggregate, not per child).

b. Scholarship Available

- i. PCMC scholarship will cover the remaining child care expenses up to actual costs, but no more than \$1,700 monthly tuition per child per month, however,
  - 1. Households who are identified as potentially eligible (as identified by the administrator) must apply for DWS Child Care Assistance or any other federal or state-funded program; and
  - 2. The scholarships will not be provided for childcare expenses awarded federal or state assistance.

**2. Workforce Child Care Tuition Scholarship**

a. Requirements

- i. At least one parent is a Park City resident or works within Park City;
- ii. Children up to kindergarten eligibility age;
- iii. A household income of less than 100% Summit County AMI; and
- iv. Child enrolled in a regulated child care provider that is located within Summit County.

b. Scholarship Available

- i. \$200 per child per month.

**3. Full-time PCMC Employee Children Tuition Scholarship**

a. Requirements

- i. At least one parent is an employee of Park City Municipal
- ii. Children up to kindergarten eligibility age; and
- iii. Child enrolled in any regulated child care provider (not limited to providers located in Summit County).

b. Scholarship Available

- i. \$200 per child per month.

**4. Regulated Child Care Provider Incentive to Serve Children Enrolled in DWS Child Care Assistance**

a. Requirements

- i. Children up to kindergarten eligibility age;
- ii. Park City resident or workforce child enrolled in DWS Child Care Assistance; and
- iii. Child enrolled in a regulated child care provider that is located within Summit County.

b. Incentive available

- i. \$300 per child per month.



## City Council Staff Report

**Subject:** November Sales Tax Report  
**Author:** Budget Team  
**Department:** Budget  
**Date:** February 3, 2026

### Sales Tax Distribution

The following summarizes the November sales tax distribution:

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

Monthly (November):

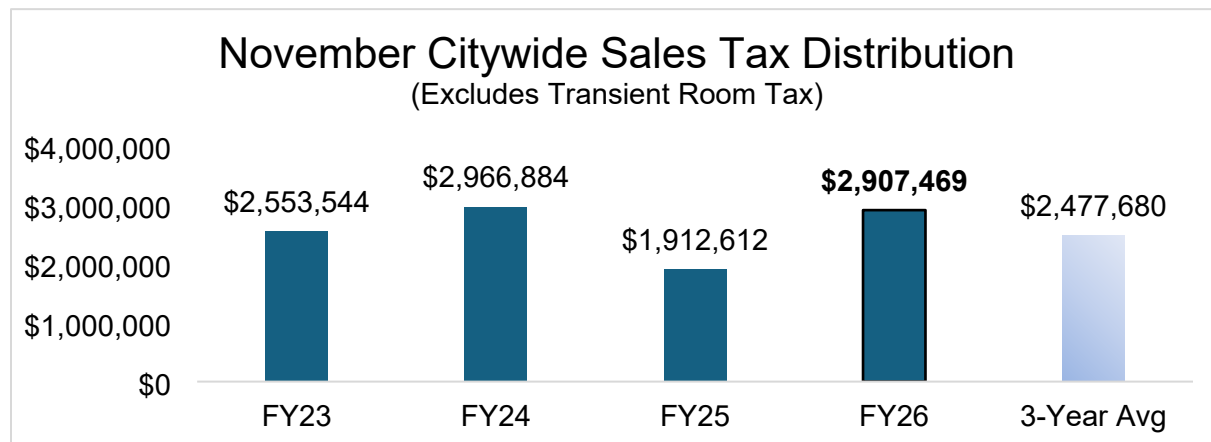
Revenue: \$2,907,469 — up \$994,857 (+52%) vs. November 2024; up \$363,511 (+14.3%) vs. budget.

Rolling Quarter (September – November):

Revenue: \$8,092,510 — up \$782,491 (+10.2%) vs. same period last year; up \$306,041 (+3.9%) vs. budget.

Year-to-Date (July – November):

Revenue: \$13,716,942 — up \$1,046,167 (+8.3%) vs. same period last year; up \$702,335 (+5.4%) vs. budget.



#### General Fund Distribution Summary:

Monthly (November):

Revenue: \$1,573,550 — up \$532,911 (+51.2%) vs. November 2024; up \$177,107 (+12.7%) vs. budget.

Rolling Quarter (September – November):

Revenue: \$4,380,228 — up \$418,701 (+10.6%) vs. same period last year; up \$107,351 (+2.5%) vs. budget.

Year-to-Date (July – November):

Revenue: \$7,423,944 — up \$556,077 (+8.1%) vs. same period last year; up \$278,210 (+3.9%) vs. budget.

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

Monthly (November):

Revenue: \$242,357 — up \$163,365 (+206.8%) vs. November 2024; up \$23,525 (+10.8%) vs. budget.

Rolling Quarter (September – November):

Revenue: \$666,201 — up \$82,960 (+14.2%) vs. same period last year; down \$21,800 (-3.2%) vs. budget.

Year-to-Date (July – November):

Revenue: \$1,092,019 — up \$63,671 (+6.2%) vs. same period last year; down \$43,882 (-3.9%) vs. budget.

### **Sales Tax Analysis**

November's sales tax distribution (excluding TRT) outpaced both the prior year and budgetary expectations. However, the headline increase presents an inflated view of underlying economic growth. This spike is primarily attributable to distribution volatility—specifically, an unusually low November 2024 distribution baseline—which overstates November's performance. Given month-to-month volatility, the rolling quarter (Sep–Nov) and fiscal year-to-date (Jul–Nov) results offer the most reliable trend signal. Both measures show collections ahead of last year and above budget entering the critical winter period.

Transient Room Tax should be interpreted cautiously on a single-month basis. TRT payments can shift meaningfully month to month due to filing timing and remittance patterns, so an elevated November distribution does not necessarily indicate a sustained increase in lodging demand. Consistent with the broader approach above, the quarterly and year-to-date measures provide the clearest signal; to date, TRT is tracking 3.9% below budget, suggesting lodging-related collections have been softer than assumed in the adopted budget despite the strong November payment.

Looking ahead, we anticipate next month's sales tax distribution to lag previous Decembers due to the timing impacts from this month's distribution. Additionally, the historically slow start to winter has increased downside risk for our tourist-driven economy. Early season signals remain mixed. High-frequency indicators, including visitation and lodging metrics, are being closely monitored, alongside input from the Park City Chamber of Commerce, to determine whether early-season softness may warrant adjustments to future sales tax projections.

As a reminder, this report reflects amounts distributed by the State Tax Commission and therefore lags real-time economic activity and can be affected by distribution

timing.

**Exhibits**

**Exhibit A:** FY26 November Sales Tax Distribution

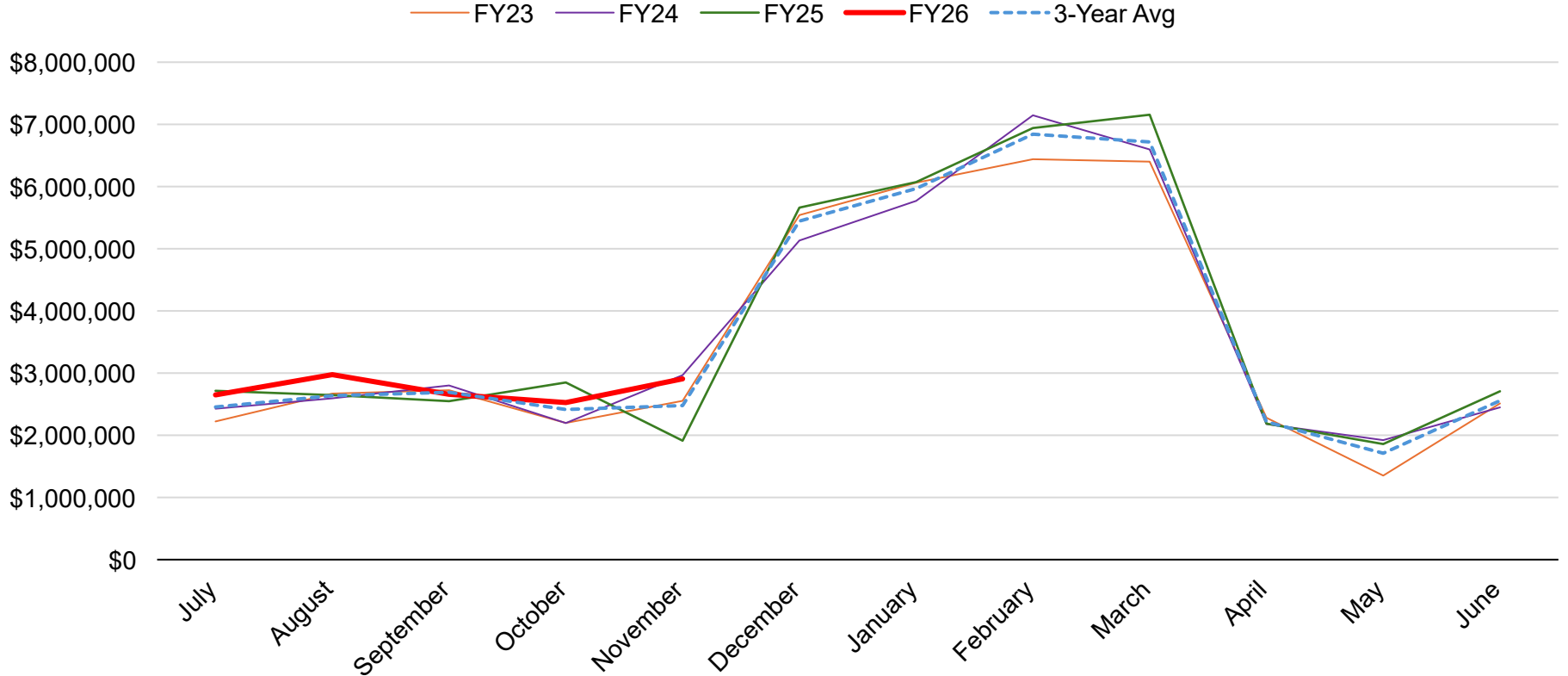
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# November Sales Tax Distribution Appendix

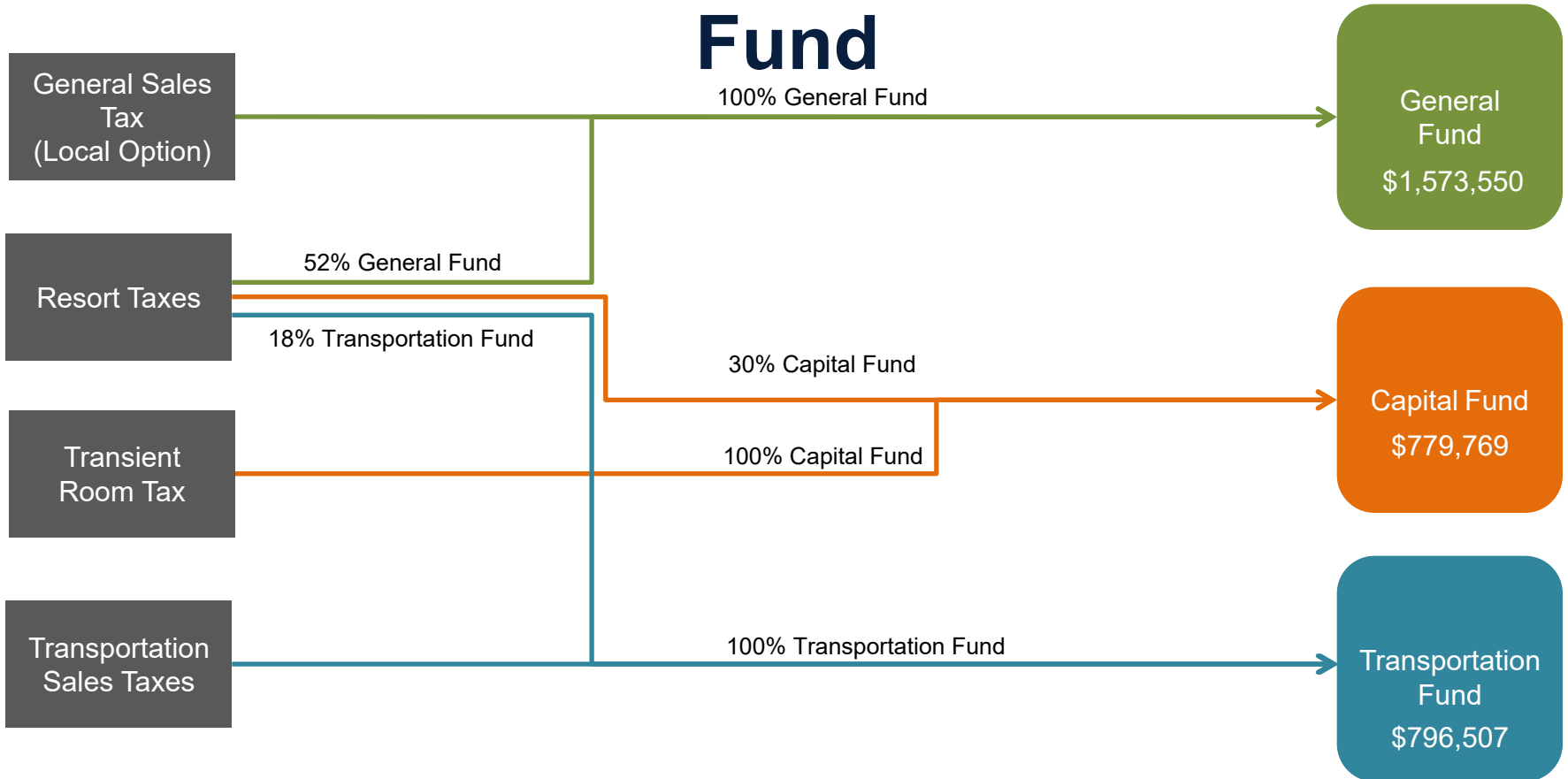
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# Sales Tax Distribution

Annual Distribution Sales Tax Revenue Over Time by Month



# November Sales Tax Revenue by Fund



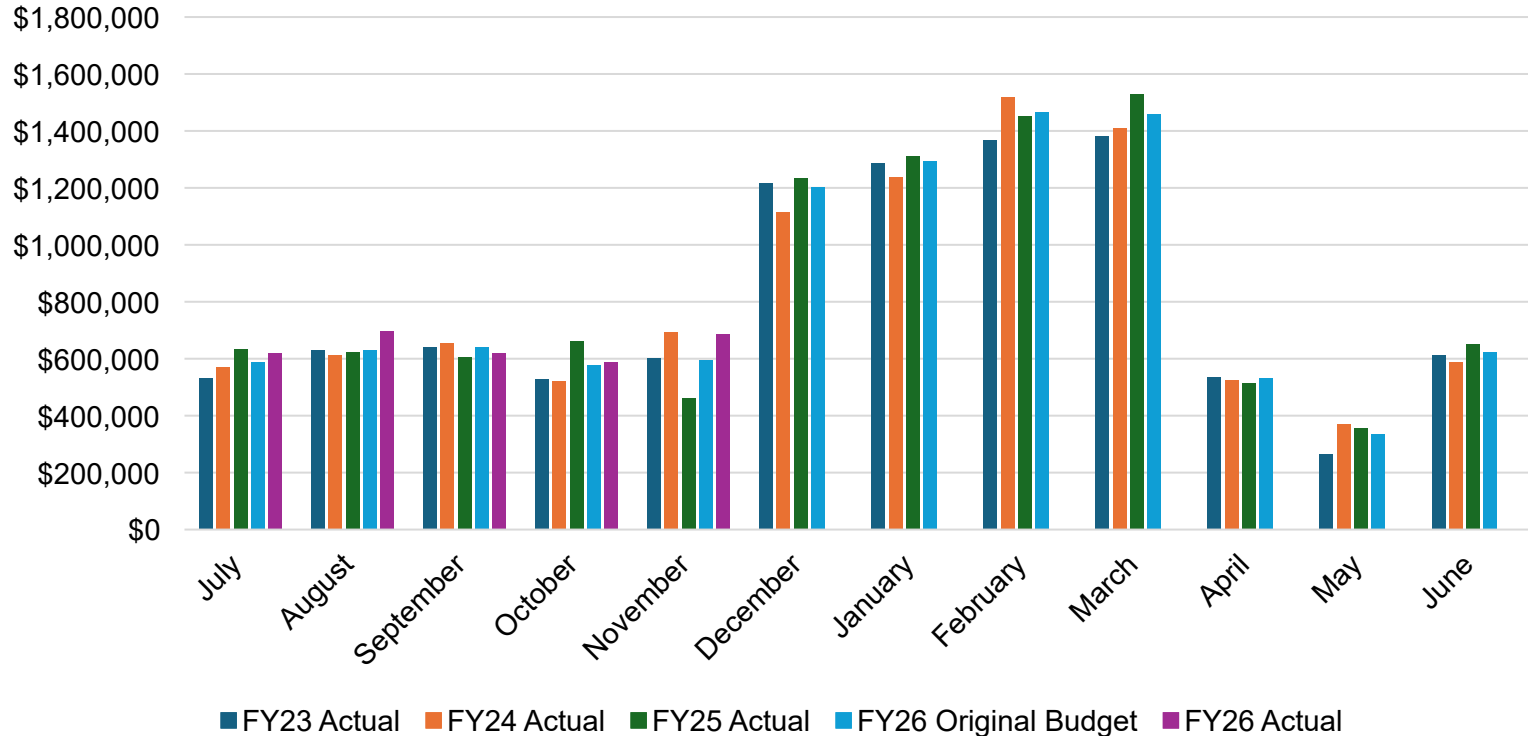
# Local Option Sales Tax Distribution

Local Option Sales Tax - Monthly							
Month	FY23 Actual	FY24 Actual	FY25 Actual	FY26 Original Budget	FY26 Actual	FY26 v FY25, % Variance	Actuals vs Budget
July	\$532,806	\$570,791	\$634,037	\$586,573	\$619,299	-2.32%	5.58%
August	\$631,245	\$612,827	\$623,012	\$630,272	\$697,269	11.92%	10.63%
September	\$641,829	\$655,342	\$604,981	\$642,109	\$620,391	2.55%	-3.38%
October	\$526,872	\$521,364	\$661,089	\$577,017	\$587,862	-11.08%	1.88%
November	\$603,371	\$695,129	\$460,257	\$593,704	\$686,489	49.15%	15.63%
December	\$1,216,593	\$1,116,760	\$1,233,701	\$1,204,130			
January	\$1,288,403	\$1,236,790	\$1,312,696	\$1,295,556			
February	\$1,366,459	\$1,518,413	\$1,453,765	\$1,464,593			
March	\$1,380,769	\$1,408,614	\$1,530,462	\$1,458,250			
April	\$534,284	\$525,152	\$515,667	\$531,707			
May	\$264,260	\$370,168	\$357,004	\$334,678			
June	\$611,246	\$586,773	\$652,449	\$624,662			
<b>Total</b>	<b>\$9,598,138</b>	<b>\$9,818,123</b>	<b>\$10,039,119</b>	<b>\$9,943,252</b>			

Month	FY23 Actual	FY24 Actual	FY25 Actual	FY26 Original Budget	FY26 Actual	FY26 v FY25, % Variance	Actuals vs Budget
July	\$532,806	\$570,791	\$634,037	\$586,573	\$619,299	-2.32%	5.58%
August	\$1,164,051	\$1,183,618	\$1,257,049	\$1,216,845	\$1,316,568	4.73%	8.20%
September	\$1,805,880	\$1,838,960	\$1,862,030	\$1,858,954	\$1,936,958	4.02%	4.20%
October	\$2,332,752	\$2,360,324	\$2,523,119	\$2,435,971	\$2,524,820	0.07%	3.65%
November	\$2,936,124	\$3,055,453	\$2,983,376	\$3,029,675	\$3,211,309	7.64%	6.00%
December	\$4,152,716	\$4,172,213	\$4,217,077	\$4,233,805			
January	\$5,441,119	\$5,409,003	\$5,529,773	\$5,529,361			
February	\$6,807,579	\$6,927,416	\$6,983,537	\$6,993,955			
March	\$8,188,348	\$8,336,030	\$8,513,999	\$8,452,205			
April	\$8,722,631	\$8,861,182	\$9,029,667	\$8,983,912			
May	\$8,986,891	\$9,231,350	\$9,386,670	\$9,318,590			
June	\$9,598,138	\$9,818,123	\$10,039,119	\$9,943,252			

# Local Option Sales Tax Distribution

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



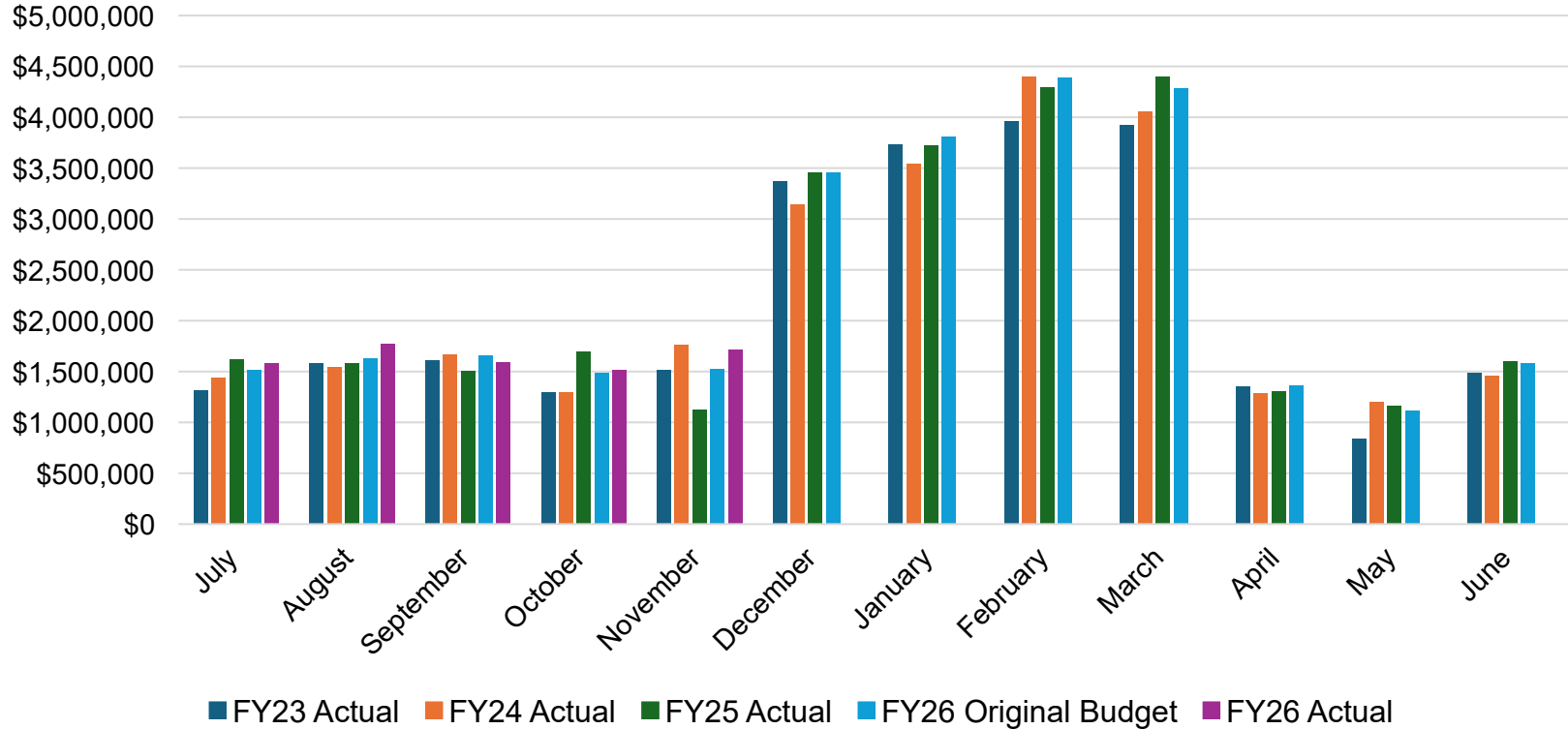
# Resort Sales Tax Distribution

Resort Sales Tax - Monthly							
Month	FY23 Actual	FY24 Actual	FY25 Actual	FY26 Original Budget	FY26 Actual	FY26 v FY25, % Variance	Actuals vs Budget
July	\$1,312,332	\$1,442,948	\$1,618,474	\$1,516,043	\$1,581,268	-2.3%	4.30%
August	\$1,586,065	\$1,541,605	\$1,580,122	\$1,631,828	\$1,768,321	11.91%	8.36%
September	\$1,615,491	\$1,668,124	\$1,508,595	\$1,661,089	\$1,588,603	5.30%	-4.36%
October	\$1,296,056	\$1,299,701	\$1,700,690	\$1,489,246	\$1,511,361	-11.13%	1.48%
November	\$1,512,524	\$1,764,089	\$1,125,600	\$1,525,908	\$1,720,161	52.82%	12.73%
December	\$3,368,390	\$3,140,247	\$3,458,333	\$3,454,779			
January	\$3,729,527	\$3,538,256	\$3,722,264	\$3,809,401			
February	\$3,965,502	\$4,397,749	\$4,295,595	\$4,387,844			
March	\$3,920,247	\$4,053,790	\$4,399,342	\$4,288,895			
April	\$1,356,848	\$1,283,854	\$1,302,002	\$1,366,631			
May	\$844,454	\$1,202,996	\$1,163,996	\$1,113,160			
June	\$1,491,338	\$1,462,232	\$1,598,674	\$1,577,911			
<b>Total</b>	<b>\$25,998,774</b>	<b>\$26,795,590</b>	<b>\$27,473,687</b>	<b>\$27,822,735</b>			

Resort Sales Tax - Culmulative							
Month	FY23 Actual	FY24 Actual	FY25 Actual	FY26 Original Budget	FY26 Actual	FY26 v FY25, % Variance	Actuals vs Budget
July	\$1,312,332	\$1,442,948	\$1,618,474	\$1,516,043	\$1,581,268	-2.30%	4.30%
August	\$2,898,396	\$2,984,553	\$3,198,596	\$3,147,870	\$3,349,589	4.72%	6.41%
September	\$4,513,887	\$4,652,677	\$4,707,191	\$4,808,960	\$4,938,192	4.91%	2.69%
October	\$5,809,943	\$5,952,378	\$6,407,882	\$6,298,206	\$6,449,552	0.65%	2.40%
November	\$7,322,467	\$7,716,467	\$7,533,482	\$7,824,114	\$8,169,713	8.45%	4.42%
December	\$10,690,858	\$10,856,714	\$10,991,815	\$11,278,893			
January	\$14,420,385	\$14,394,970	\$14,714,079	\$15,088,293			
February	\$18,385,887	\$18,792,719	\$19,009,674	\$19,476,138			
March	\$22,306,135	\$22,846,508	\$23,409,016	\$23,765,033			
April	\$23,662,982	\$24,130,362	\$24,711,018	\$25,131,663			
May	\$24,507,436	\$25,333,358	\$25,875,014	\$26,244,823			
June	\$25,998,774	\$26,795,590	\$27,473,687	\$27,822,735			

# Resort Sales Tax Distribution

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



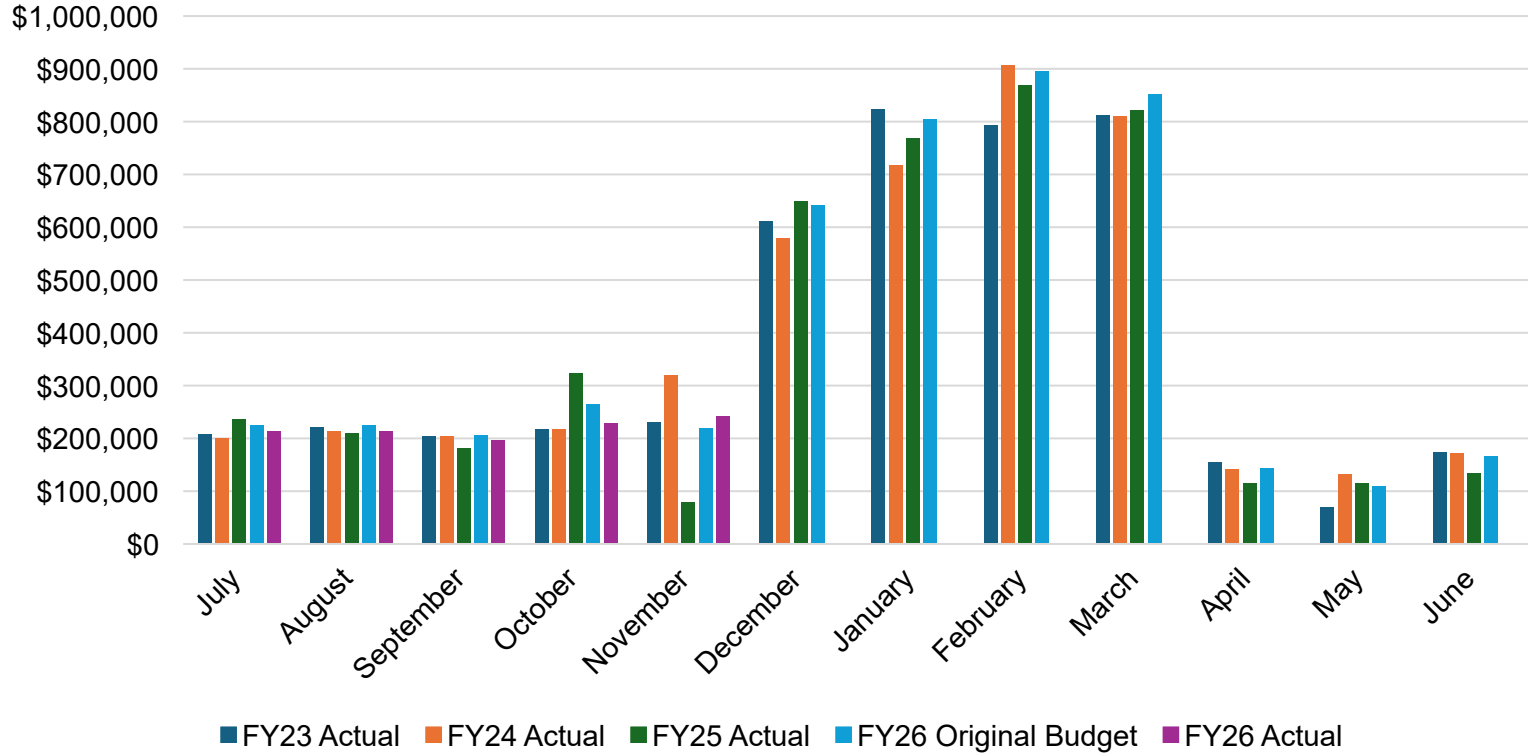
# Transient Room Tax Distribution

Transient Room Sales Tax - Monthly							
Month	FY23 Actual	FY24 Actual	FY25 Actual	FY26 Original Budget	FY26 Actual	FY26 v FY25, % Variance	Actuals vs Budget
July	\$207,936	\$199,624	\$236,013	\$224,285	\$212,771	-9.85%	-5.13%
August	\$219,874	\$212,683	\$209,093	\$223,615	\$213,046	1.89%	-4.73%
September	\$203,178	\$203,721	\$181,611	\$205,095	\$195,636	7.72%	-4.61%
October	\$217,406	\$217,701	\$322,638	\$264,074	\$228,208	-29.27%	-13.58%
November	\$229,493	\$319,441	\$78,992	\$218,832	\$242,357	206.81%	10.75%
December	\$611,583	\$577,710	\$649,471	\$640,808			
January	\$823,076	\$717,139	\$768,614	\$804,626			
February	\$793,379	\$906,424	\$868,234	\$894,960			
March	\$811,367	\$809,258	\$821,500	\$851,080			
April	\$154,497	\$141,257	\$113,692	\$142,691			
May	\$69,124	\$132,111	\$113,891	\$109,821			
June	\$172,713	\$171,123	\$134,073	\$166,551			
<b>Total</b>	<b>\$4,513,625</b>	<b>\$4,608,192</b>	<b>\$4,497,823</b>	<b>\$4,746,438</b>			

Transient Room Sales Tax - Culmulative							
Month	FY23 Actual	FY24 Actual	FY25 Actual	FY26 Original Budget	FY26 Actual	FY26 v FY25, % Variance	Actuals vs Budget
July	\$207,936	\$199,624	\$236,013	\$224,285	\$212,771	-9.85%	-5.13%
August	\$427,810	\$412,307	\$445,106	\$447,899	\$425,818	-4.33%	-4.93%
September	\$630,988	\$616,027	\$626,717	\$652,995	\$621,454	-0.84%	-4.83%
October	\$848,393	\$833,728	\$949,356	\$917,069	\$849,662	-10.50%	-7.35%
November	\$1,077,886	\$1,153,169	\$1,028,347	\$1,135,900	\$1,092,019	6.19%	-3.86%
December	\$1,689,469	\$1,730,880	\$1,677,819	\$1,776,709			
January	\$2,512,545	\$2,448,018	\$2,446,433	\$2,581,335			
February	\$3,305,925	\$3,354,443	\$3,314,667	\$3,476,294			
March	\$4,117,292	\$4,163,701	\$4,136,167	\$4,327,374			
April	\$4,271,788	\$4,304,958	\$4,249,859	\$4,470,065			
May	\$4,340,912	\$4,437,069	\$4,363,750	\$4,579,887			
June	\$4,513,625	\$4,608,192	\$4,497,823	\$4,746,438			

# Transient Room Tax Distribution

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



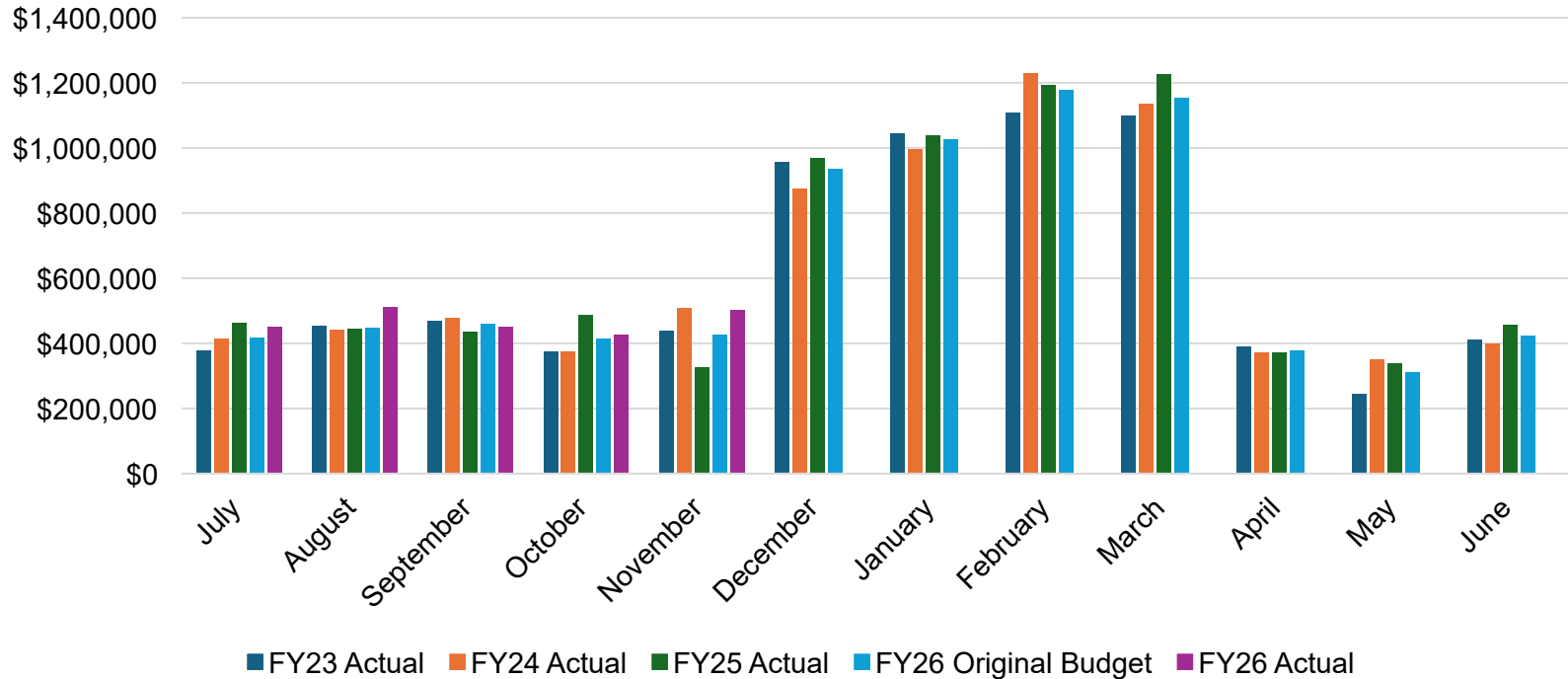
# Transportation Sales Taxes

Transportation Sales Taxes - Monthly							
Month	FY23 Actual	FY24 Actual	FY25 Actual	FY26 Original Budget	FY26 Actual	FY26 v FY25, % Variance	Actuals vs Budget
July	\$377,116	\$413,216	\$462,510	\$417,933	\$448,663	-2.99%	7.35%
August	\$453,180	\$439,674	\$442,599	\$445,491	\$509,612	15.14%	14.39%
September	\$467,427	\$477,474	\$434,807	\$460,254	\$449,941	3.48%	-2.24%
October	\$375,061	\$375,137	\$487,245	\$412,796	\$426,884	-12.39%	3.41%
November	\$437,648	\$507,667	\$326,755	\$424,347	\$500,820	53.27%	18.02%
December	\$955,716	\$874,845	\$969,064	\$933,920			
January	\$1,043,825	\$994,634	\$1,036,865	\$1,025,890			
February	\$1,107,890	\$1,229,933	\$1,191,877	\$1,177,464			
March	\$1,099,522	\$1,134,098	\$1,225,418	\$1,153,892			
April	\$390,607	\$371,011	\$369,760	\$377,414			
May	\$242,686	\$348,567	\$337,613	\$309,858			
June	\$409,441	\$399,687	\$456,269	\$422,121			
<b>Total</b>	<b>\$7,360,119</b>	<b>\$7,565,943</b>	<b>\$7,740,783</b>	<b>\$7,561,379</b>			

Transportation Sales Taxes - Culmulative							
Month	FY23 Actual	FY24 Actual	FY25 Actual	FY26 Original Budget	FY26 Actual	FY26 v FY25, % Variance	Actuals vs Budget
July	\$377,116	\$413,216	\$462,510	\$417,933	\$448,663	-2.99%	7.35%
August	\$830,296	\$852,890	\$905,110	\$863,423	\$958,275	5.87%	10.99%
September	\$1,297,723	\$1,330,364	\$1,339,916	\$1,323,677	\$1,408,216	5.10%	6.39%
October	\$1,672,784	\$1,705,501	\$1,827,162	\$1,736,473	\$1,835,101	0.43%	5.68%
November	\$2,110,432	\$2,213,168	\$2,153,917	\$2,160,819	\$2,335,920	8.45%	8.10%
December	\$3,066,148	\$3,088,013	\$3,122,981	\$3,094,739			
January	\$4,109,973	\$4,082,647	\$4,159,846	\$4,120,629			
February	\$5,217,863	\$5,312,580	\$5,351,723	\$5,298,094			
March	\$6,317,384	\$6,446,678	\$6,577,141	\$6,451,986			
April	\$6,707,992	\$6,817,689	\$6,946,901	\$6,829,399			
May	\$6,950,678	\$7,166,256	\$7,284,514	\$7,139,257			
June	\$7,360,119	\$7,565,943	\$7,740,783	\$7,561,379			

# Transportation Sales Tax Distributions

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





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

**January 8, 2026**

The Council of Park City, Summit County, Utah, met in open meeting on January 8, 2026, at 2:45 p.m. in the Council Chambers.

Council Member Toly moved to close the meeting to discuss property at 2:47 p.m. Council Member Zegarra seconded the motion.

**RESULT: APPROVED**  
**AYES:** Council Members Parigian, Toly, and Zegarra  
**EXCUSED:** Council Member Ciraco

Council Member Ciraco arrived at 3:01 p.m.

**CLOSED SESSION**

Council Member Ciraco moved to adjourn from Closed Meeting at 3:28 p.m. Council Member Parigian seconded the motion.

**RESULT: APPROVED**  
**AYES:** Council Members Ciraco, Parigian, Toly, and Zegarra

**PARK CITY WATER SERVICE DISTRICT MEETING**

**I. ROLL CALL**

<b>Attendee Name</b>	<b>Status</b>
Chair Ryan Dickey Board Member Bill Ciraco Board Member Ed Parigian Board Member Tana Toly Board Member Diego Zegarra Jodi Emery, Acting City Manager Margaret Plane, City Attorney Michelle Kellogg, City Recorder	<b>Present</b>
None	<b>Excused</b>

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

3  
4 Chair Dickey opened the meeting for any who wished to speak or submit comments on  
5 items not on the agenda. No comments were given. Chair Dickey closed the public input  
6 portion of the meeting.

7  
8 **CONSENT AGENDA**

9  
10 **1. Request to Authorize Mayor Dickey, a Member of the Board of Trustees, to**  
11 **Execute a Memorandum of Agreement in a Form Approved by the City Attorney's**  
12 **Office, to Continue Leasing Surplus Water to Weber Basin Concurrent with the**  
13 **Overarching Western Summit County Project Master Agreement:**

14  
15 Board Member Toly moved to approve the Consent Agenda. Board Member Ciraco  
16 seconded the motion.

17 **RESULT: APPROVED**

18 **AYES:** Board Members Ciraco, Parigian, Toly, and Zegarra

19  
20 **ADJOURNMENT**

21  
22 **PARK CITY COUNCIL WORK SESSION**

23  
24 **Review Re-Create 248 Transit Study: Level 2 Screening Results:**

25 Shane Marshall and Alexis Verson, Horrocks Engineers, and Julia Collins and Conor  
26 Campobasso, Transportation Planning, presented this item. Campobasso reviewed the  
27 history of the project and stated this corridor was looked at with a Transit Forward lens.  
28 Since most of this corridor was UDOT right-of-way, the City partnered with them. They  
29 analyzed several options and narrowed it down to two options: Express Bus Lane and  
30 Light Rail.

31  
32 Campobasso stated the side bus lanes were preferred over a center bus lane. He noted  
33 both bus lane alternatives had less ridership than the light rail option. The scoring  
34 resulted in the side bus lane receiving the highest score. He stated they looked at  
35 funding opportunities to get the project going. Staff's recommendation was to move  
36 forward with the side bus lane alternative.

37  
38 Marshall indicated the criteria list helped make this project compatible for Federal  
39 Transit Authority (FTA) funding. He stated they would bring back additional information  
40 on January 20<sup>th</sup>, and he asked if they were missing anything or if the Council was ready  
41 to decide on a locally preferred alternative (LPA). Once the Council decided, more  
42 analysis and design would happen, and the project would become real. Council Member  
43 Toly asked if they saw impacts to Bonanza businesses. Campobasso stated there  
44 would be impacts but they would know more once they started the design process.

1 Collins indicated they did not disregard the reversible travel lane because that could  
2 work in some areas of the project. As the project moved forward, they would partner  
3 with the Prospector businesses. Council Member Toly asked if eliminating the median  
4 would reduce the impact, to which Campobasso stated there were a lot of left turns and  
5 they would have to reduce those with reduced medians. Council Member Toly asked if  
6 there would be any intersection improvements with this analysis. Campobasso stated  
7 they would be looking at every intersection in the process for improvements. Council  
8 Member Toly asked if the bike lane could be re-routed. Campobasso stated they  
9 needed a shoulder for snow storage, but they would look at that.

10  
11 Council Member Zegarra asked why the cost variance was so big. Campobasso stated  
12 it was hard to get an accurate estimate at this point of the project, but they would refine  
13 that as they applied for grants. Council Member Parigian asked if the center running bus  
14 lanes could be converted to light rail in the future, to which Campobasso affirmed, and  
15 noted that corridor would probably be reconstructed but the width would be there.  
16 Council Member Parigian expressed concern with the LPA. He was hesitant to choose  
17 one for the entire distance from Richardson Flat to the Old Town Transit Center. That  
18 was a very big project and there would be many challenges, such as taking property  
19 and relocating businesses. He asked about the scoring differences, to which  
20 Campobasso stated not all the numbers were displayed for the presentation, but the  
21 screening report dove into the data points. Campobasso added the study helped pick a  
22 mode to suit the corridor and the next phase would include more detailed ridership. Staff  
23 felt comfortable with this recommendation. Regarding the Bonanza and Deer Valley  
24 Drive segments, it was tight and that was why they kept the flex lane option in mind.  
25 Council Member Parigian wanted to see all the options before funding grants were  
26 issued and UDOT took over.

27  
28 Marshall stated everything Council Member Parigian requested would be studied after  
29 the LPA was chosen. Council Member Ciraco noted the City was leading this project  
30 and would have more control as it progressed. Tim Sanderson, Transportation Director,  
31 agreed and stated staff would follow the Council's direction. They had a charter with  
32 UDOT and if the Council ever decided to terminate the project, UDOT would not keep it  
33 going. He reminded the Council that they directed staff to move as fast as possible on  
34 this project. Council Member Parigian asked if PC Hill would be cut. Sanderson stated  
35 there would be impacts with the project, but they didn't have that information at this  
36 point. The goal was to do a project that worked for the community.

37  
38 Council Member Parigian indicated he was not comfortable moving forward and felt this  
39 was rushed. He was fine giving direction but didn't want to pass a resolution that would  
40 bind them. Council Member Toly stated businesses were concerned that they would  
41 have to relocate, and they didn't know about this until the last couple of days.  
42 Campobasso clarified they didn't need to pass a resolution now. Staff needed direction  
43 to move forward with the preferred alternative. He noted they would be narrowing the  
44 footprint and a lot of the properties would not need to be relocated. Verson stated they  
45 put the widest lines on the map to get a proposal on there. Now they would narrow that

1 footprint and the focus of the next phase would narrow the design, reduce footprints,  
2 and adjust the alignments. The data would continue to change and be solidified as  
3 research continued.

4  
5 Marshall indicated Council could give direction to move forward and the term “preferred”  
6 could be left out. Council Member Ciraco referred to the capital and operating costs and  
7 stated he would like them to bring back analysis regarding if additional cost would result  
8 in additional ridership, and he asserted that might be acceptable to the Council. He  
9 would also like more detail on the capital and operating costs and a timeline for the  
10 costs. Council Member Zegarra supported moving forward with the side bus lane option  
11 and thought more research would help answer the environmental impact and the local  
12 business impact questions. Mayor Dickey stated he thought “LPA” was the term needed  
13 to get funding. He asked if funding would be impacted if the Council was uncomfortable  
14 using certain words. Campobasso stated the federal terminology was LPA, but the state  
15 was more flexible with the terminology. For now, they would be fine with direction only.  
16 It was indicated this was scheduled to return to Council for further discussion on  
17 January 20<sup>th</sup>.

18  
19 **Bonanza Flat Adaptive Management (BFAMS) Plan Review and End of 2025**  
20 **Season Report:**

21 Wendy Fisher, Utah Open Lands Executive Director, presented an overview of progress  
22 made over the last eight years. She noted they had robust due diligence with adjoining  
23 landowners, and no benefit of the public trust was given to private landowners. She  
24 indicated the conservation easement and BFAMS plan were meant to work together.

25  
26 Fisher referred to the funding they received that went to the stewardship of the property.  
27 Emily Ingram explained how they enforced a violation on Bonanza Flat and noted that  
28 enforcement was possible because of the conservation easement. She stated a good  
29 restoration project usually took five years to blend in with the ecological system. Fisher  
30 discussed other areas of concern, including emergency corridors for a neighboring  
31 subdivision. She was concerned because they didn’t want to create a private benefit  
32 from the public trust. The conservation easement defined the ability to have safety  
33 corridors. She met with the neighbors and they drew preferred lines on a map. Fisher  
34 noted this wasn’t about shortcuts, but about safety. A continuing challenge was that  
35 there were violations from people not using the corridors as they were intended.

36  
37 Ingram reviewed all the accomplishments in the eight years of conservation. Lia  
38 Rabellino discussed the tiger salamanders and stated that having them was an  
39 indication of good water quality. Fisher noted there was a healthy owl population as  
40 well. She asserted there were good trails there and that helped to reduce people who  
41 forged their own trails. She listed the projects that were still ongoing.

42  
43 Billy Kurek, Trails and Open Space Supervisor, thought the parking and transit  
44 improvements at Bonanza Flat over the past few years was amazing. Fisher indicated  
45 they would do an overhaul on trail signage as well as fuels reduction and continued

1 water testing for PFAS. Fisher stated Bonanza Flat was a great success. The number of  
2 threats and negative comments her staff had to endure was unacceptable and they  
3 couldn't continue taking that anymore.

4  
5 Mayor Dickey stated this was the community's space and they were proud of it. He  
6 asked Fisher to reach out for help with whatever support they needed and the Council  
7 would get help. Council Member Toly was pleased with the progress going on and  
8 stated it was one of her favorite places. Council Member Ciraco stated he had no  
9 tolerance for bullying, and he would help them in any way so they didn't have to take the  
10 negativity. He noted he would present on the success of the Purple 9 Transit service to  
11 Bonanza Flat at an upcoming Central Wasatch Commission (CWC) meeting.

12  
13 Council Member Zegarra thanked the team for all their work. Council Member Parigian  
14 asked what the long-term plan was for trails. Fisher stated if there was a social trail  
15 people felt like they had to use, a conversation should be had about it. She asserted  
16 there was a reason for closing trails and she gave an example of closing a trail because  
17 that was a wildlife resting area. Council Member Parigian didn't know if civil  
18 conversations would make a difference to people who broke the rules. He asked if there  
19 could be some random paths or if the goal was to create a sterile environment. Luke  
20 Cartin, Environmental Sustainability and Open Lands Director, stated the City's rangers  
21 were up there to educate folks. There was a balance of mitigating erosion and wildfires  
22 with allowing freedom. As stewards, they were tasked with finding that balance. Fisher  
23 stated Rabellino was a conservation ranger and there was a need for enforcement.

24  
25 Bill DeGroot, Transit Manager, reviewed the Purple 9 Transit pilot program and asserted  
26 it was a great success. Julia Collins noted the Council requested the origin of Transit  
27 data for this route and she displayed data points from all over the Wasatch Front. She  
28 noted other amenities that increased the transit demand included the implementation of  
29 the Dogs on Buses program and extended bike racks. They also implemented paid  
30 parking at Bonanza Flat which was an incentive for people to take Transit. She stated  
31 the winter shuttle service to Bonanza was completely funded from the Parking revenue.

32  
33 Johnny Wasden, Parking Manager, asserted this was the most rewarding project he  
34 ever worked on, and noted the project went smoothly. He indicated there was positive  
35 feedback from the community and he was glad they could preserve such a special  
36 place. He felt the paid parking rate was set reasonably and he was excited there was  
37 extra revenue for winter transit service. He planned on continuing this successful model.

38  
39 Kurek reviewed survey results and stated the majority of people were very pleased with  
40 using the shuttle. Some challenges they were addressing included snowmobile trespass  
41 issues, education strategies, impacts of increasing visitation, and restoration projects.  
42 He indicated they would continue to refine the Transit service as they moved into the  
43 next season.

44  
45 The Council took a short break. Upon return, the following was discussed.

1 **COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF**

2  
3 **Council Questions and Comments:**

4 Council Member Toly stated the weather was not normal and she thanked those who  
5 helped visitors have fun over the Christmas break. She noted the legislative session  
6 would begin in two weeks. Mayor Dickey was excited for the new Council and  
7 welcomed Council Member Zegarra. Council Member Zegarra thanked staff for helping  
8 him with onboarding. He also thanked his peers on the Council who helped him get up  
9 to speed on the issues.

10  
11 **Staff Communications Report**

12  
13 **1. October 2025 Sales Tax Report:**

14  
15 **REGULAR MEETING**

16  
17 **I. ROLL CALL**

18

Attendee Name	Status
Mayor Ryan Dickey Council Member Bill Ciraco Council Member Ed Parigian Council Member Tana Toly Council Member Diego Zegarra Jodi Emery, Acting City Manager Margaret Plane, City Attorney Michelle Kellogg, City Recorder	<b>Present</b>
None	<b>Excused</b>

19  
20 **II. APPOINTMENTS**

21  
22 **1. Appointment of a Mayor Pro Tem and Alternate for Calendar Year 2026:**

23 Mayor Dickey explained the Council had a custom of rotating the Pro Tem assignment.  
24 This year they would appoint Council Member Parigian as Mayor Pro Tem and Council  
25 Member Ciraco as the alternate Mayor Pro Tem.

26  
27 Council Member Zegarra moved to appoint Council Member Parigian as Mayor Pro  
28 Tem and Council Member Ciraco as Alternate Mayor Pro Tem for 2026. Council  
29 Member Toly seconded the motion.

30 **RESULT: APPROVED**

31 **AYES:** Council Members Ciraco, Parigian, Toly, and Zegarra

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

3  
4 Mayor Dickey opened the meeting for any who wished to speak or submit comments on  
5 items not on the agenda.  
6

7 Katherine Fagin 84060 Holladay Ranch HOA board member, spoke of the pathway  
8 changes outlined on EngageParkCity.org. The HOA residents had two flags. There  
9 were inconsistencies in the planning and details of the plan, and any voiced opinions  
10 had not been addressed in the plan. There were conversations on this for the past 15  
11 months. She reviewed the history of Council discussions regarding changes for Lucky  
12 John and Monitor Drive for the bike and pedestrian plan. At the open house in October  
13 2025, concepts were presented but they weren't done deals. No timeline was given for  
14 the changes but assurances of follow-up meetings were given. Her concern was the  
15 flipflop between 2024 and 2025 and why changes were even being proposed.  
16

17 Robert Powel eComment: "As a community, we thank you for this opportunity to  
18 participate in Park City's public planning process. Many of our residents have supported  
19 the conservation of the Bonanza Flat property from its inception. Even so, as a  
20 community of more than 450 properties, and as property owners in Brighton Estates  
21 and/or metes and bounds, we are writing to express our opposition to Park City holding  
22 the Bonanza Flat Adaptive Management Plan ("BFAM plan") review on January 8. Park  
23 City's actions, enforcement and management to date have been arbitrary and  
24 capricious, have lacked good cause, and are actively endangering those who use the  
25 area. Safety on State Road 224, over which our community members have historically  
26 accessed by vehicle, snow machine and other non-motorized means, is of particular  
27 concern due to the introduction of large numbers of additional users (ex. hikers, skiers,  
28 snowshoers, bikers, sledders, etc.) on State Road 224, many with unleashed animals,  
29 without appropriate safety equipment, and without education on the multi-use nature of  
30 the area since the establishment of Bonanza Flat as a conservation/recreation area. In  
31 addition, Park City has failed to provide proper notice of the meeting on the BFAM plan.  
32 Specifically, Park City has written a letter dated January 2, 2026 which has purportedly  
33 gone to property owners involving Park City's interpretation of our property and access  
34 rights (Schedule A). While Park City has sent a letter regarding our access, it failed to  
35 notify us of the BFAM plan review. In this process the decision to exclude  
36 communication to all Brighton Estates property owners of the upcoming BFAM could  
37 appear intentional. We acknowledge the communication efforts of Park City Municipal to  
38 reach out to some of our community (for the first time on such a scale since acquiring  
39 Bonanza Flat eight years ago), even so, the timing is problematic. The letter we  
40 received during the recent holiday week, includes plans to block key roads, jeopardizing  
41 community safety without a proper public/planning process. This could affect roads such  
42 as Culvert Meadow Road, Big Sky Drive, Jeep Hill Road, Grandview Road, Bonanza  
43 Ridge Road, Hidden Way, and Water Way, among others. Many property owners of  
44 Brighton Estates have not yet received this letter and receiving a letter mere days  
45 before the hearing, on a plan that addresses the property rights points made by Park

1 City in the letter, violates the notice requirements of both Park City and Wasatch  
2 County. As such, we reserve our rights to further comment, including upon receipt of  
3 relevant documents and review of activities we believe the BFAM plan does not  
4 currently permit. Significantly, this letter also does not speak to prescriptive rights that  
5 members of the community have established related to these roadways. Although we  
6 cannot speak on behalf of all property owners, many individuals reserve their  
7 prescriptive rights and expressly reject the offer of permission contained in Park City's  
8 letter. These individuals, and others, will likely continue to use and maintain these  
9 roadways as they have done historically in a continuous, open, notorious, and adverse  
10 manner. Notice has not and cannot be given properly in Brighton Estates property  
11 owners until the road reopens in the spring. While we will not impute bad faith to this  
12 letter being sent in the middle of a holiday, its timing makes proper participation in the  
13 BFAM Plan review by us challenging and nearly impossible as we will not be able to  
14 review your letter in detail and get relevant documents, including pending GRAMA  
15 requests, in time for the BFAM plan review. As we are sure you would understand as  
16 dedicated public servants, getting the proper information and doing the proper analysis  
17 takes time. In addition, this timing undermines the democratic process, with the new  
18 mayor being sworn in on Monday, January 5, 2025. Mayor Dickey and new council  
19 members such as Diego Council Member Zegarra need time to become educated on  
20 this complex and crucial situation which only comes up every five years. In addition, the  
21 replacement for Mayor Dickey's seat will not be selected by January 8, 2026. This  
22 timing deprives the new mayor and new council members of sufficient time for review.  
23 Finally, there are numerous documents including the BFAM plan, the interlocal  
24 cooperation agreement, and the development agreement, that make it clear that  
25 Wasatch County is the deciding regulator, not Park City Municipal on certain matters.  
26 Wasatch County must also hold public hearings on a review of the BFAM plan, as it is  
27 the primary regulator on safety, access, fire, search and rescue, law enforcement and  
28 recreational development matters among other rights it has reserved. The conservation  
29 documents clearly require safety and the environment to be placed first over recreation,  
30 not as a substitute. Current management of BFCA is in effect greatly reducing safety by  
31 implementing new hazards and negating long-standing historical access, especially for  
32 winter travel in the area. As a reminder, Bonanza Flat sits at about 8,800' in elevation  
33 and receives roughly 500" of snow on average every year. The importance of over-snow  
34 access routes to properties on both primary and secondary routes cannot continue to be  
35 dismissed and obstructed merely out of a perceived inconvenience to BFCA managers.  
36 These routes are long-standing safety corridors that are essential to the day-to-day  
37 safety of every property owner and visitor of Bonanza Flat. Diminishing safety corridors  
38 while simultaneously pushing unprecedented amounts of new recreational users into  
39 the area is setting the stage for unnecessary catastrophes. Additionally, the historic  
40 footprint of Brighton Estates is significantly smaller than the newly introduced (and in  
41 some cases unauthorized) recreational impacts on the conservation values. The  
42 development agreement also does not contain any permission for Park City to use the  
43 Brighton Estates portions of roads such as Ridge Road, Big Sky Drive, Mars Way,  
44 Larkspur Road and Dragonfly Lane and other subdivision roads yet Park City and its  
45 agents/contractors regularly use these roads with in Brighton Estates while blocking

1 access to our homes elsewhere. This use is profoundly inequitable. The status of our  
2 roads and the roads through Bonanza Flat must be reviewed before any further  
3 recreational development occurs or any update to the BFAM plan is made. These and  
4 numerous other uses must be considered in an open and transparent public process  
5 with sufficient time for all interested parties to participate. We therefore are requesting  
6 that Park City Municipal postpone the hearing on the BFAM Plan review until the  
7 summer, and request that Wasatch County hold hearings on the BFAM Plan this  
8 summer to ensure that the public and all affected property owners have a proper  
9 opportunity to participate. We are addressing these important issues, as we did when  
10 Park City first purchased the property, out of concerns for basic safety and  
11 discrepancies in basic realities of the climate and flow of traffic. However, please note,  
12 we support the open space initiative and have a vested interest in the long-term integrity  
13 of Bonanza Flat. Our community should be seen as a friendly resource to Park City in  
14 the stewardship of the area. The property owners and residents of this neighborhood  
15 have decades of experience in the area along with a deep connection and care for it.  
16 Our goal is to resolve these issues so we can move forward collectively and  
17 collaboratively as neighbors. We hope you agree that the time is long overdue to  
18 address these longstanding concerns around safety, the environment and appropriate  
19 access. These decisions have a significant, and really the greatest, effect on the lives of  
20 Brighton Estates property owners. We would appreciate the opportunity and sufficient  
21 time to meet with Park City managers to further address the BFAM in detail to provide  
22 the new mayor and city council with accurate information that will greatly affect our  
23 safety and the management of the BFCA for the next 5 years. Sincerely, The Brighton  
24 Estates Community High Bonanza Community Access Board Interim Brighton Estates  
25 Property Owners Association Board Schedule A (Park City's Letter to Brighton Estates  
26 dated January 2, 2026).”

27  
28 Frank Puleo eComment: “I am writing to the Park Record in the hope that you will  
29 publish this letter with a simple suggestion for Mr. Ryan Mayor Dickey, our newly  
30 elected mayor, and the Park City Town Council. Jack Rubin has filed to fill the seat on  
31 the Park City Town Council which will be vacant as a result of Mr. Mayor Dickey’s  
32 election. As I understand it, Mr. Mayor Dickey, as mayor, will recommend and the Town  
33 Council will select the person to fill that seat. Given that Jack Rubin lost to Mr. Mayor  
34 Dickey by a mere seven votes, it is clear that a very substantial number of citizens  
35 made the judgement that Jack Rubin should have a role in the governance of Park City,  
36 and given Jack Rubin’s background that was a very reasonable judgement. Accordingly,  
37 Mr. Mayor Dickey and the Town Council have an opportunity to satisfy the desires of  
38 that substantial number of citizens, who they have been elected to serve. Mr. Mayor  
39 Dickey should encourage the Town Council to, and the Town Counsel should, appoint  
40 Jack Rubin to that seat on the Park City Town Council. If they do so, they will make it  
41 clear that they are determined to fill their responsibility to serve all of the people of Park  
42 City.”

43  
44 **IV. CONSIDERATION OF MINUTES**

1 **1. Consideration to Approve the City Council Meeting Minutes from December 11**  
2 **and 18, 2025:**

3 Council Member Toly moved to approve the City Council meeting minutes from  
4 December 11 and 18, 2025. Council Member Ciraco seconded the motion.

5 **RESULT: APPROVED**

6 **AYES:** Council Members Ciraco, Parigian, Toly, and Zegarra

7  
8 **V. CONSENT AGENDA**  
9

10 **1. Request to Approve Single Event Temporary Alcoholic Beverage Licenses**  
11 **during the 2026 Sundance Film Festival (List of Locations to Follow):**

12  
13 **2. Request to Approve Type 2 Convention Sales Licenses for Operation during**  
14 **the 2026 Sundance Film Festival (List of Locations to Follow):**

15  
16 **3. Request to Approve the Public Art Advisory Board 2026 Strategic Plan and to**  
17 **Authorize Staff to Release Requests for Proposals for Transit Shelter Art Phase II;**  
18 **Connections for Trails, Sidewalks, and Pathways; and the Artful Bike Rack**  
19 **Program:**  
20

21 Council Member Parigian moved to approve the Consent Agenda. Council Member Toly  
22 seconded the motion.

23 **RESULT: APPROVED**

24 **AYES:** Council Members Ciraco, Parigian, Toly, and Zegarra

25  
26 **VI. NEW BUSINESS**  
27

28 **1. Consideration to Approve Ordinance 2026-01, an Ordinance Approving the**  
29 **2026 Regular Meeting Schedule for City Council:**

30  
31 Mayor Dickey opened public input. No comments were given. Mayor Dickey closed  
32 public input.

33  
34 Council Member Ciraco moved to approve Ordinance 2026-01, an ordinance approving  
35 the 2026 Regular Meeting schedule for City Council. Council Member Parigian  
36 seconded the motion.

37 **RESULT: APPROVED**

38 **AYES:** Council Members Ciraco, Parigian, Toly, and Zegarra

39  
40 **2. Consideration to Approve Resolution 01-2026, a Resolution Approving the Park**  
41 **City and Summit County Arts and Culture Master Plan:**

1 Jocelyn Scudder, Arts Council Executive Director, Jake McIntire, Union Creative  
2 Agency, and Jasmine Metcalf and Amanda Golden, Designing Local, were present for  
3 this item. Scudder stated this master plan was a milestone for the community and she  
4 wanted to use it to strengthen the community. It would increase local creative ability and  
5 sustainability to the creative sector, and it provided a menu of financial resources to  
6 support implementation. It identified gaps and gives recommendations.

7  
8 Scudder reviewed the process that went into creating the arts and culture master plan.  
9 McIntire explained the metrics used in their benchmark analysis with other resort  
10 communities. Park City fell in the bottom third for arts and culture and he noted there  
11 were ways to improve. They created a vision statement and then set goals. One gap  
12 was having arts in everyday life. Scudder reviewed the goals in the plan and asserted  
13 the real work begins now.

14  
15 Council Member Parigian asked if there was a tax revenue breakdown from the  
16 economic benefit analysis so he could see if it was from hotels, visitors, sales, or other  
17 sources. Scudder stated she could come back with specific lodging data. McIntire  
18 indicated he would look into that. Council Member Zegarra stated this was an ambitious  
19 project and he commended the Arts Council. Council Member Ciraco asked if the  
20 analysis of art in other resort communities broke down the ratio between public to  
21 private funding. McIntire stated he knew Aspen, Colorado, had the largest public  
22 funding of the resort communities. Council Member Ciraco thought the ratio would be  
23 better data than the actual numbers. Metcalf noted Aspen had a grant program for the  
24 arts and a real estate transfer tax that went to arts and culture.

25  
26 Council Member Toly asked where the Arts Council saw itself in finding or organizing  
27 events for Summit County. Scudder indicated they filled gaps in the community and  
28 supported local artists. Regarding programming, they would look to support other  
29 organizations as they found programming first. The Arts Council wanted to support the  
30 sector at large, and they wanted to strengthen arts entities as they increased their  
31 programs and initiatives. Council Member Toly asked what would happen next with Park  
32 City as an implementation partner. Scudder stated the resolution of support was the  
33 Council saying they supported the work and they were willing to work with the Arts  
34 Council on many of the initiatives. That would trigger the work from the Arts Council to  
35 see what was possible in the near term and then talk through what would be possible in  
36 the long term.

37  
38 Mayor Dickey opened public input.

39  
40 Anna Nizhoni 84068 supported the master plan and strongly believed the arts were vital  
41 to the economy, community, and identity. With the departure of Sundance and the lack  
42 of snowfall, the City needed to position itself as both a world-class outdoor destination  
43 and an arts and culture location. There was a wealth of talent to make this possible and  
44 she personally had benefited from the work of the Arts Council.

1 Aldy Milliken 84098 encouraged the Council to adopt the master plan. It was important  
 2 for communities to use the master plan to help build capacity and alignment across the  
 3 sector.

4 Becca Gerber 84060 supported the master plan and acknowledged how much work  
 5 Scudder and her team put into this plan. She noted the lack of snow and how many  
 6 people thought of activities for visitors during this time, which included looking strongly  
 7 at the arts.

8  
 9 Mayor Dickey closed public input.

10  
 11 Mayor Dickey indicated he was the Arts Council liaison and saw how much time and  
 12 effort went into this. Council Member Ciraco stated this plan laid out a dedicated funding  
 13 source from the City's General Fund and he wanted the Council to be aware of that.  
 14 Council Member Parigian asked what the Council was agreeing to. Margaret Plane, City  
 15 Attorney, stated resolutions were used by the Council to express their approval of  
 16 aspirational plans and they recognized it as a guiding document. This document was  
 17 helpful for the arts organization, and it was a standard practice to support it. Council  
 18 Member Parigian asked if this would make the City a partner with future developers.  
 19 Mayor Dickey felt this was a separate issue than working with a developer. Council  
 20 Member Zegarra looked forward to future discussions on being a partners and Mayor  
 21 Dickey agreed.

22  
 23 Council Member Zegarra moved to approve Resolution 01-2026, a resolution approving  
 24 the Park City and Summit County Arts and Culture Master Plan. Council Member Toly  
 25 seconded the motion.

26 **RESULT: APPROVED**

27 **AYES:** Council Members Ciraco, Parigian, Toly, and Zegarra

28  
 29 **VII. ADJOURNMENT**

30  
 31 **PARK CITY HOUSING AUTHORITY MEETING**

32  
 33 **ROLL CALL**

34

Attendee Name	Status
Chair Ryan Dickey Board Member Bill Ciraco Board Member Ed Parigian Board Member Tana Toly Board Member Diego Zegarra Jodi Emery, Acting City Manager Margaret Plane, City Attorney Michelle Kellogg, City Recorder	<b>Present</b>

None	<b>Excused</b>
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**PUBLIC INPUT (ANY MATTER OF CITY BUSINESS NOT SCHEDULED ON THE AGENDA)**

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

**NEW BUSINESS**

**1. Consideration to Approve Resolution HA 01-2026, a Resolution Establishing a Regular Meeting Date, Time, and Location for 2026 Meetings and Appointing Officers of the Board of Directors of the Housing Authority of Park City, Utah:**

Board Member Parigian moved to approve Resolution HA 01-2026, a resolution establishing a regular meeting date, time, and location for 2026 meetings and appointing officers of the Board of Directors of the Housing Authority of Park City, Utah. Board Member Toly seconded the motion.

**RESULT: APPROVED**  
**AYES:** Board Members Ciraco, Parigian, Toly, and Zegarra

**ADJOURNMENT**

**PARK CITY REDEVELOPMENT AGENCY MEETING**

**ROLL CALL**

<b>Attendee Name</b>	<b>Status</b>
Chair Ryan Dickey Board Member Bill Ciraco Board Member Ed Parigian Board Member Tana Toly Board Member Diego Zegarra Jodi Emery, Acting City Manager Margaret Plane, City Attorney Michelle Kellogg, City Recorder	<b>Present</b>
None	<b>Excused</b>

28  
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**PUBLIC INPUT (ANY MATTER OF CITY BUSINESS NOT SCHEDULED ON THE AGENDA)**

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

4

5 **NEW BUSINESS**

6

7 **1. Consideration to Approve Resolution RDA 01-2026, a Resolution Establishing a**  
8 **Regular Meeting Date, Time, and Location for 2026 Meetings and Appointing**  
9 **Officers of the Board of Directors of the Redevelopment Agency of Park City,**  
10 **Utah:**

11

12 Board Member Ciraco moved to approve Resolution RDA 01-2026, a resolution  
13 establishing a regular meeting date, time, and location for 2026 meetings and  
14 appointing officers of the Board of Directors of the Redevelopment Agency of Park City,  
15 Utah. Board Member Zegarra seconded the motion.

16 **RESULT: APPROVED**

17 **AYES:** Board Members Ciraco, Parigian, Toly, and Zegarra

18

19 **ADJOURNMENT**

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21 With no further business, the meeting was adjourned.

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Michelle Kellogg, City Recorder



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

**January 13, 2026**

The Council of Park City, Summit County, Utah, met in open meeting on January 13, 2026, at 10:00 a.m. in the Council Chambers.

**SPECIAL MEETING**

**I. ROLL CALL**

<b>Attendee Name</b>	<b>Status</b>
Mayor Ryan Dickey Council Member Bill Ciraco Council Member Ed Parigian Council Member Tana Toly Council Member Diego Zegarra Jodi Emery, Acting City Manager Margaret Plane, City Attorney Michelle Kellogg, City Recorder	<b>Present</b>
None	<b>Excused</b>

**II. CITY COUNCIL APPLICANT INTERVIEWS**

**1. Interviews to Fill the Vacated Seat Left by Ryan Dickey:**

The following individuals interviewed to fill Mayor Dickey’s vacated Council seat: Doyle Damron, John Frontero, Danny Glasser, George Goodman, Jack Rubin, Matthew Nagie, Jeffrey Pierce, Molly Miller, and Jennifer Sutton. Laura Suesser withdrew her application. It was indicated the Council would discuss the applicants and make the appointment at the January 15<sup>th</sup> Council meeting.

**III. ADJOURNMENT**

With no further business, the meeting was adjourned.

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

## City Council Staff Report



**Subject:** Stacy Witbeck Laydown Yard Lease Agreement  
**Author:** Ryan Blair  
**Department:** Economic Development  
**Date:** February 3, 2026

### Recommendation

Review and consider approving a lease with Stacy Witbeck (SW), a civil construction firm, for 1.8 acres along SR224. The lease would be for 3 years and allow for laydown yard activities on the property.

### Executive Summary

Through a procurement process, SW has completed design Phase I and II for the Bus Rapid Transit project. They have submitted a proposal to High Valley Transit (HVT) to construct (BRT) lanes along SR224. The construction work has not yet been awarded to SW, but in preparation for a possible partnership with HVT, SW has requested to lease City land along SR224 for a possible laydown yard to support the project. The BRT project features dedicated lanes for faster, more reliable service connecting Kimball Junction with Park City's Old Town. Construction is planned to begin in Spring 2026 and wrap up by 2029. More information about the BRT project and timelines can be found [here](#).

The land proposed to be leased is located approximately 0.25 miles northwest of the intersection of Meadows Dr and SR224 and across from McPolin Barn (Figure 1). The land is not on deed-restricted open space and has been used for a laydown yard for various projects over the years. The most recent projects are for Park City Public Utilities and Rocky Mountain Power.



Figure 1

### Analysis

The proposed lease term is from 04/01/2026-03/31/2027 with one-year extensions contemplated until 03/31/2029, at which point the lease automatically terminates. The lessee

must pay \$9,000 in annual rent for the duration of the lease. The lessee is prohibited from storing liquids or hazardous materials on-site and they must fence in the area and keep it free from noxious weeds. Further, the lessee must obtain approval from Park City's Building Department for a construction mitigation plan.

If SW is not awarded the construction contract from HVT, the lease will be terminated. In addition, the lease may also be terminated for several reasons if SW fails to pay rent or fails to perform the terms of the lease. Further, the City or SW may terminate the lease at any time for any reason with 30 days' written notice. The annual rent valuation was derived from a similar lease of unimproved land that the City leases from Rocky Mountain Power at Quinns Junction for material and vehicle storage.

There are two decorative elk sculptures located within the proposed lease area. Staff are preparing a plan, in coordination with the Public Art Advisory Board and the Save People Save Wildlife organization, to relocate those sculptures on the same property, farther to the northwest, nestled between two pine trees (Figure 2). The reflective white elk sculptures will be away from the laydown yard and should be more visible in the winter against the pine trees.



Figure 2

This lease provides SW with a strategic location to stage materials if awarded the contract on the SR224 BRT expansion while ensuring the City retains oversight through strict environmental and maintenance requirements. The inclusion of a 30-day termination clause and a market-aligned rate protects the City's interests throughout the SR224 BRT expansion. Ultimately, this agreement establishes the logistical terms for utilizing municipal land to facilitate HVT's planned construction of the BRT system.

### Funding

- Lease would generate \$9,000/year.

### Exhibits

A *Proposed Lease*

**LEASE AGREEMENT**

This Lease Agreement (“**Lease**”) is between PARK CTY MUNICIPAL CORPORATION, a Utah municipal corporation (“**PCMC**”), and STACY AND WITBECK, INC., a California corporation (“**Lessee**”)

PCMC owns real property located on parcel PCA-18-C-X as more particularly described on **Exhibit A** (the “**Property**”). Lessee desires to lease from PCMC a portion of the Property, and PCMC agrees to lease the Property subject to the conditions set forth below.

The parties therefore agree as follows:

1. Premises. Subject to the terms and conditions set out below, PCMC leases to Lessee and Lessee leases from PCMC that portion of the Property more particularly described and depicted on **Exhibit B** (the “**Premises**”).

2. Term. The term of this Lease commences on 04/01/2026 (the “**Commencement Date**”) and terminates on 03/31/2027, unless terminated sooner or extended as provided in this Lease. At the end of the initial term and any subsequent term, the term of this Lease shall automatically extend for one year until 03/31/2029 unless one of the parties provides the other party with written notice of its intent not to renew, not less than 90 days prior to the expiration of the then-current term. This Lease will not automatically extend beyond 03/31/2029 and any additional extension must be pursuant to an amendment of this Lease.

3. Rent.

3.1. Annual Rent Payments. Beginning on 04/01/2026, and for each subsequent year of the lease term, Lessee must make payments in advance for the following year, payable no later than June 1. The annual rent will be **\$9,000.00**. Notwithstanding the foregoing, Lessee’s initial annual rent payment will be due within 30 days of being awarded Phase 3 of the High Valley Transit Bus Rapid Transit project on State Route 224 if that award happens after 03/01/2026.

3.2. Payment Address. All payments should indicate the contract number assigned to the Lease and must be sent to:

Park City Municipal  
Attn: Finance Department  
PO Box 1480  
Park City, UT 84060

3.3. Late Payments. Any installment of rent or any other charges that Lessee does not pay when due will incur a late charge equal to 10% of the delinquent payment. In addition, any rent payment which is not made by June 15 of the relevant year will bear interest at a rate of 10% per annum or the maximum rate an individual is permitted by law to charge.

4. Lessee's Use of the Premises. Lessee may only use the Premises for storage of non-flammable items, materials, and equipment ("**Lessee's Permitted Uses**"). Lessee may not use the Premises for storage of liquids, storage of items which are not intended for use, or for any purpose other than Lessee's Permitted Uses. Nothing in this Lease shall be construed as to give Lessee any right to use the Premises or the Property except for Lessee's Permitted Uses.

4.1. Condition of Premises. Lessee shall at all times keep the Premises in a neat and orderly manner reasonably satisfactory to PCMC.

4.2. Lessee Improvements. PCMC's prior written consent is required before Lessee may make improvements or changes to the Premises, including constructing or installing structures, changing existing ground elevation, excavating, constructing paved or concrete parking areas, installing parking related structures or lighting structures, and/or installing landscaping to the Premises ("**Lessee's Improvements**"). Before commencing work on Lessee's Improvements, Lessee shall provide PCMC with detailed plans and specifications for the proposed change or improvement at least 30 days in advance. PCMC shall have the right to approve, modify, or deny the plans and specifications in PCMC's sole discretion. Lessee shall not begin any improvements until Lessee's plans are complete and have been approved by PCMC.

4.3. Construction. All approved improvements shall be made in a good and workmanlike manner. Lessee shall timely cure, at Lessee's expense, any improvement that violates building codes or the laws or ordinances of any governing jurisdiction, in a manner reasonably satisfactory to PCMC.

4.4. Flammable Materials. Lessee shall not place or store any flammable material, including but not limited to chemical solvents, fuels, rubbish piles, haystacks, or lumber products on the Premises, excluding from this prohibition, however, motor vehicles fuels and lubricants properly contained in vehicles coming onto the Premises.

4.5. Noxious Weeds. Lessee shall control the growth of any noxious weeds or other growth on the Premises and shall promptly remove any noxious weeds on the property.

4.6. Fencing. Lessee will install and maintain a fence around the perimeter of the leased area as described in **Exhibit B**. The fence shall have a privacy screen.

4.7. Permits. Lessee shall obtain approval of a construction mitigation plan from PCMC prior to occupancy of the Premises each year.

5. As-Is Condition. Lessee accepts the Premises in their present condition without warranty by PCMC as to present or future condition. PCMC is under no obligation to repair, maintain, or improve the Premises.

6. Assignment and Subletting. Lessee may not transfer or assign this Lease in whole or in part, and may not sublet any portion of the Premises without the express written approval of PCMC, which may be granted or denied in PCMC's sole discretion. In the event Lessee shall transfer or assign all of its right, title, and interest under this Lease in and to the Premises pursuant to the applicable provisions of this Section, and such transferee or assignee shall, in a writing reasonably acceptable to PCMC, assume all duties, responsibilities and obligations of Lessee under this Lease and agree to be bound by all provisions contained herein, such

transferring Lessee shall be released from all rights, duties, and obligations of Lessee under this Lease, except with respect to any rights, duties, responsibilities, and/or obligations which accrued during the period such transferring Lessee was the Lessee hereunder.

7. No Liens, Encumbrances or Claims. If any lien, encumbrance, or claim not previously approved in writing by PCMC is filed or recorded against the Premises from any action or inaction by Lessee, Lessee shall immediately remove or bond over the same.

8. Compliance With Law; No Waste. Lessee shall comply with all laws, ordinances, and regulations pertaining to Lessee's Use of the Premises, including environmental laws and regulations. Lessee shall not commit or suffer to be committed any waste upon the Premises or any nuisance or other act or thing which may disturb adjoining landowners or which may violate the law.

9. Indemnification.

9.1. Definitions. In this Lease, the following definitions apply:

9.1.1. "Indemnifiable Losses" means the aggregate of Losses and Litigation Expenses.

9.1.2. "Litigation Expense" means any reasonable out-of-pocket expense incurred in defending a Proceeding or in any related investigation or negotiation, including court filing fees, court costs, arbitration fees, witness fees, and attorneys' and other professionals' fees and disbursements.

9.1.3. "Loss" means any amount awarded in, or paid in settlement of, any Proceeding, including any interest but excluding any Litigation Expenses.

9.1.4. "Proceeding" means any investigation, claim, judicial, administrative, or arbitration action or lawsuit, or other cause of action of every kind or character, brought by third parties against PCMC, its agents, employees, or officers, that arises out of this Lease or the use of the Premises by Lessee, its invitees, or anyone acting under Lessee's direction or control, including after the expiration or termination of this Lease.

9.2. Indemnification. Lessee shall indemnify PCMC and its agents, employees, and officers against all Indemnifiable Losses arising out of a Proceeding, except to the extent the Indemnifiable Losses were caused by the negligence or willful misconduct of PCMC.

9.3. Obligation to Defend. Lessee shall, at its sole cost and expense, defend PCMC and its agents, employees, and officers from and against all Proceedings, provided that Lessee is not required to defend PCMC from any Proceeding arising from the sole negligence of PCMC or its agents, employees, or officers.

9.4. Tender. Lessee's obligation to defend will arise upon PCMC's tender of defense to Lessee in writing. If PCMC fails to timely notify Lessee of a Proceeding, Lessee will be relieved of its indemnification obligations to the extent that Lessee was prejudiced by that failure. Upon receipt of PCMC's tender of defense, if Lessee does not promptly notify PCMC of its acceptance of the defense and thereafter duly and diligently defend PCMC and its agents, employees, and

officers, then Lessee shall pay and be liable for the reasonable costs, expenses, and attorneys' fees incurred in defending the Proceeding and enforcing this provision.

9.5. Legal Counsel. To assume the defense, Lessee must notify PCMC of their intent to do so. Promptly thereafter, Lessee shall retain independent legal counsel that is reasonably acceptable to PCMC.

9.6. Settlement. After Lessee assumes the defense of a Proceeding, Lessee may contest, pay, or settle the Proceeding without the consent of PCMC only if that settlement (1) does not entail any admission on the part of PCMC that it violated any law or infringed the rights of any person, (2) provides as the claimant's sole relief monetary damages that are paid in full by Lessee, and (3) requires that the claimant release PCMC and its agents, employees, and officers from all liability alleged in the Proceeding.

9.7. Waiver. Lessee expressly agrees that the indemnification provision herein constitutes the Lessee's waiver of immunity under Utah Code § 34A-2-105 for the purposes of this Lease. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Lease. No liability shall attach to PCMC by reason of entering into this Lease except as expressly provided herein.

9.8. No Limitation. The indemnification obligations of this Lease shall not be reduced by a limitation on the amount or type of damages, compensation, or benefits payable by or for the Lessee or Subcontractor under workers' compensation acts, disability benefits acts, or other employee benefit acts.

9.9. Interpretation. The parties intend that the indemnity and defense provisions in this Section shall be interpreted so as to be enforceable to the fullest extent permitted by law, but nothing herein shall be interpreted to violate public policy.

9.10. Environmental Indemnity. Lessee shall indemnify PCMC, its agents, employees, and officers for any Indemnifiable Losses from a Proceeding arising out of Lessee's violation of federal, state, or local environmental laws or regulations, and shall include but not be limited to all cleanup and remedial costs, diminution in value of property, and any fines or fees imposed as a result.

10. Insurance. At its own cost and expense, Lessee shall maintain the following mandatory insurance coverage to protect against claims for injuries to persons or property damage that may arise from this Lease or relate to the use of the Premises by Lessee, its agents, representatives, employees, invitees, or Subcontractors for the entire duration of this Lease or for such longer period of time as set forth below. Prior to occupying the Premises, Lessee shall furnish a certificate of insurance as evidence of the requisite coverage. The certificate of insurance must include endorsements for additional insured, waiver of subrogation, primary and non-contributory status, and completed operations.

10.1. Commercial General Liability Insurance. Lessee shall maintain commercial general liability insurance on a primary and non-contributory basis in comparison to all other insurance, including PCMC's own policies of insurance, for all claims against PCMC. The policy must be written on an occurrence basis with limits not less than \$1,000,000 per occurrence and

\$3,000,000 aggregate for personal injury and property damage. The commercial general liability insurance policy must including the following coverages:

- 10.1.1. Premises and operations coverage,
- 10.1.2. Independent contractor's coverage,
- 10.1.3. Contractual liability,
- 10.1.4. Broad form property damage liability, and
- 10.1.5. Personal and advertising injury liability, with the contractual exclusion

removed.

Upon request of PCMC, Lessee must increase the policy limits to at least the amount of the limitation of judgments described in Utah Code § 63G-7-604, the Governmental Immunity Act of Utah (or successor provision), as calculated by the state risk manager every two years and stated in Utah Admin. Code R37-4-3 (or successor provision).

10.2. Automobile Liability Coverage. Lessee shall maintain automobile liability insurance with a combined single limit of not less than \$2,000,000 per accident for bodily injury and property damage arising out of the ownership, maintenance, and use of owned, hired, and non-owned motor vehicles. This policy must not contain any exclusion or limitation with respect to loading or unloading of a covered vehicle.

10.3. Employer's Liability. Lessee shall maintain employer's liability insurance with limits of at least \$1,000,000 each accident, \$1,000,000 for bodily injury by accident, and \$1,000,000 each employee for injury by disease.

10.4. Umbrella/Excess Coverage. The insurance limits required by this section may be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies). To the extent that umbrella/excess coverage is used to satisfy the limits of coverage required hereunder, the terms of such coverage must be following form to, or otherwise at least as broad as, the primary underlying coverage, including amending the "other insurance" provisions as required so as to provide additional insured coverage on a primary and non-contributory basis, and subject to vertical exhaustion before any other primary, umbrella/excess, or any other insurance obtained by the additional insureds will be triggered.

10.5. Insured Parties. Each policy and all renewals or replacements, except those policies for Employer's Liability, must name PCMC (and its officers, agents, and employees) as additional insureds on a primary and non-contributory basis with respect to liability arising out of work, operations, and completed operations performed by or on behalf of Lessee.

10.6. Waiver of Subrogation. Lessee waives all rights against PCMC and any other additional insureds for recovery of any loss or damages to the extent these damages are covered by any of the insurance policies required under this Lease. Lessee shall cause each policy to be endorsed with a waiver of subrogation in favor of PCMC for all work performed by Lessee, its employees, agents, and Subcontractors.

10.7. Quality of Insurance Companies. All required insurance policies must be issued by insurance companies qualified to do business in the state of Utah and listed on the United

States Treasury Department's current Department of Treasury Fiscal Services List 570, or having a general policyholders rating of not less than "A-" in the most current available A.M. Best Co., Inc.'s, Best Insurance Report, or equivalent.

10.8. Cancellation. Should any of Lessee's required insurance policies under this Lease be cancelled before the termination or completion of this Lease, Lessee must deliver notice to PCMC within 30 days of cancellation. PCMC may request and Lessee must provide within 10 days certified copies of any required policies during the term of this Lease.

10.9. Additional Coverage. Notwithstanding anything to the contrary, if Lessee has procured any insurance coverage or limits (either primary or on an excess basis) that exceed the minimum acceptable coverage or limits set forth in this Lease, the broadest coverage and highest limits actually afforded under the applicable policy(ies) of insurance are the coverage and limits required by this Lease and such coverage and limits must be provided in full to the additional insureds and indemnified parties under this Lease. The parties expressly intend that the provisions in this Lease will be construed as broadly as permitted to be construed by applicable law to afford the maximum insurance coverage available under Lessee's insurance policies.

10.10. No representation. In specifying minimum Lessee's insurance requirements, PCMC does not represent that such insurance is adequate to protect Lessee from loss, damage or liability arising from its work. Lessee is solely responsible to inform itself of types or amounts of insurance it may need beyond these requirements to protect itself.

11. Termination. This Lease may be terminated prior to the expiration of its initial term or any Extension Period upon the happening of any of the following events:

11.1. Failure to Secure Phase 3 of Project. This Lease will automatically terminate and be treated as void if Lessee is not awarded Phase 3 of the High Valley Transit Bus Rapid Transit project on State Route 224.

11.2. Failure to Pay Rent. PCMC may terminate this Lease upon Lessee's failure to pay Rent, or any other monetary sums required to be paid under this Lease, where such failure continues for 30 days after written notice thereof by PCMC to Lessee.

11.3. Failure to Perform. PCMC may terminate this Lease upon Lessee's failure to observe and perform any other term, covenant, or condition of this Lease to be observed or performed by Lessee where such failure continues for 30 days after written notice thereof by PCMC to Lessee; provided, however, that if the nature of the default cannot reasonably be cured within the 30-day period, Lessee shall not be deemed to be in default if Lessee shall within the 30-day period commence action to cure the default and thereafter diligently prosecute the same to completion.

11.4. Termination for Convenience. PCMC or Lessee may terminate this Lease at any time for any reason with 30 days' written notice to the other party.

11.5. Events Upon Termination. Upon expiration or termination of this Lease, Lessee shall not be entitled to damages of any kind, including lost profits or relocation costs or expenses. Lessee agrees to promptly remove all personal property and surrender the Premises

in good condition satisfactory to PCMC, reasonable wear and tear excepted. If, upon the expiration or termination of the Lease, PCMC is required to dispose of Lessee Improvements which are not affixed to the real property, or which have not been consented to in writing by PCMC, then Lessee agrees to reimburse PCMC for the reasonable costs of such removal. The obligations under this Section shall survive termination or expiration of this Lease.

12. PCMC's Rights or Entry and Inspection. In addition to all other rights provided herein or by law, PCMC shall have the right to enter upon and inspect the Premises at all reasonable times.

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

PCMC:  
Park City Municipal Corporation  
Attn: Ryan Blair  
445 Marsac Ave  
PO Box 1480  
Park City, Utah 84060

LESSEE:  
Stacy and Witbeck, INC  
1958 W North Temple St  
Salt Lake City, UT 84116

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

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

13.3. Time of Delivery. If a notice or other communication addressed to a party is received after 5:00 p.m. on a business day at the location specified in the address for that party, or on a day that is not a business day, then the notice will be deemed received at 9:00 a.m. on the next business day.

14. Miscellaneous.

14.1. Entire Agreement. This Lease constitutes the entire understanding between the parties regarding the subject matter of this Lease.

14.2. Modification and Waiver. To be effective, any modification to this Lease must be in writing and signed by both parties. No waiver under this Lease will be effective unless it is in writing and signed by the party granting the waiver (in the case of PCMC, by an individual authorized by PCMC to sign the waiver). A waiver granted on one occasion will not operate as a waiver on other occasions.

14.3. Governing Law, Jurisdiction, Venue. Utah law governs all adversarial proceedings

arising out of this Lease or the subject matter of this Lease. As the exclusive means of bringing adversarial proceedings to resolve any dispute arising out of this Lease or the subject matter of this Lease, a party may bring such a proceeding in courts of competent jurisdiction in Summit County, Utah.

14.4. Severability. The parties acknowledge that if a dispute between the parties arises out of this Lease or the subject matter of this Lease, it would be consistent with the wishes of the parties for a court to interpret this Lease as follows: (1) with respect to any provision that it holds to be unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision; (2) if an unenforceable provision is modified or disregarded in accordance with this section, by holding that the rest of the Lease will remain in effect as written; (3) by holding that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable; and (4) if modifying or disregarding the unenforceable provision would result in failure of an essential purpose of this Lease, by holding the entire Lease unenforceable.

14.5. No Non-Party Rights. Nothing in this Lease is intended to grant rights of any kind to any non-party or create third-party beneficiary rights of any kind.

14.6. Force Majeure. For purposes of this Lease, a Force Majeure Event means any event or circumstance, regardless of whether it was foreseeable, that was not caused by that party and that prevents a party from complying with any of its obligations under this Lease, but a Force Majeure Event will not include any strike or labor unrest, an increase in prices, a change in general economic conditions, or a change of law. A party that is prevented by the occurrence of a Force Majeure Event from performing any one or more obligations under this Lease will not be liable for any failure or delay in performing those obligations, on condition that the non-performing party uses reasonable efforts to perform. The non-performing party shall promptly notify the other party of the occurrence of a Force Majeure Event and its effect on performance. Thereafter, the nonperforming party shall update the other party as reasonably necessary regarding its performance. The nonperforming party shall use reasonable efforts to limit damages to the other party and to complete its full performance under this Lease.

Each party is signing this Lease on the date stated opposite that party's signature.

**PCMC (LESSOR):**  
**PARK CITY MUNICIPAL CORPORATION**, a Utah  
municipal corporation

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

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

Attest:

\_\_\_\_\_  
City Recorder's Office

Approved as to form:

\_\_\_\_\_  
City Attorney's Office

**LESSEE:**  
**STACY AND WITBECK, INC.**, a California  
corporation

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

By: \_\_\_\_\_  
[insert name of individual signing]  
[insert title of individual signing]  
An authorized signer

**EXHIBIT A - Property**

Parcel Number PCA-18-C-X

Legal Description

BEG AT A PT S 0°05'58" E 1373.00 FT ALG THE SEC LINE & S 89°50'30" E 657.05 FT  
FR THE NE COR OF SEC 6, T2SR4E, SLBM; & RUN TH S 89°50'30" E 209.29 FT; TH S 64°10'42" E  
860.75 FT; TH S 58°10'09" E 200.00 FT; TH S 31°36'15" E 447.21 FT;  
TH M/L ALG THE NE'LY LINE OF THE PROPOSED HWY ROW N 58°10'09" W 1634.15  
FT TO THE PT OF BEG BAL 5.11 ACRES

Approximately 5.11 acres

**EXHIBIT B - Premises**

Outlined in red, containing approximately 1.8 acres.



0.05  
Miles

Square_Feet	Acres	Square_Miles
79922.787237	1.834756	0.002867



## City Council Staff Report

**Subject:** 2026 Invasive Species Mitigation Contracts  
**Author:** Adam Smath  
**Department:** Trails & Open Space  
**Date:** February 3, 2025

### Recommendation

Review and consider a request to authorize the City Manager to approve four contract amendments, extending the terms of the contracts and increasing the contract amounts by \$275,000, for a total not to exceed contracts price of \$475,000, for invasive species mitigation in a form approved by the City Attorney’s Office.

**Specific contract amounts and service provider names are as follows:**

Service Provider	2025 (complete)	2026	Combined Total
Utah State University Utah Conservation Corps	\$50,000	\$120,000	\$170,000
Ecology Bridge LLC	\$70,000	\$90,000	\$160,000
Optimo Landscaping and Snow Removal LLC	\$50,000	\$40,000	\$90,000
Greenleaf Enterprises	\$30,000	\$25,000	\$55,000
<b>Total</b>	<b>\$200,000</b>	<b>\$275,000</b>	<b>\$475,000</b>

### Executive Summary

The City manages almost 6,000 acres of open space, where combating invasive species is a crucial maintenance endeavor. These species pose a significant threat to the integrity of our native ecosystems and escalate the risk of wildfires. Funding is coming from the annual open space noxious weed budget as well as one-time funding from the 2020 general obligation bond for the Treasure Hill and Armstrong areas.

### Analysis

The Trails & Open Space Department is committed to maximizing the impact of our resources to benefit the Park City community.

The invasive weed program uses both well-established and innovative approaches to treatment, alongside ongoing monitoring and recommendations by contracted botanists and ecologists. This comprehensive program tailors treatment to prioritized areas and species, prioritizing manual techniques and minimizing herbicide when feasible. Treatment sites are systematically inspected to ensure effective treatment and reassess treatment strategies.

*Procurement*

In March of 2025, we advertised a Request for Proposals for invasive species mitigation specialists. The selection committee identified the following as the most qualified organizations for the identified contracts:

- Coordination, Consulting, and Mechanical Control:
  - Ecology Bridge LLC
- Mechanical Control:
  - Optimo Landscaping and Snow Removal LLC
- Herbicide Control:
  - Green Leaf Enterprises

Due to the scale and dynamic nature of invasive species work, additional capacity for mechanical treatment was necessary to ensure flexibility and responsiveness throughout the season. As a result, the Utah State University’s Utah Conservation Corps was also awarded a Professional Service Agreement for Mechanical Control via a State Cooperative Contract. The Request for Proposals and original Professional Service Agreements specifically state that the City may extend the term of the agreements for two additional one-year periods. We seek to extend the agreements for the first of the two additional periods.

**Funding**

Primary funding for mitigation efforts city-wide is provided by the Open Space Maintenance Fund. The City leverages this funding through matching grants and shared resources through its Summit County Cooperative Weed Management Area (SCWMA) membership

In 2026, the city will use \$115,000 in one-time funding for invasive species mitigation in the Treasure Hill and Armstrong areas, secured through the 2020 General Obligation Bond. Of this total, \$80,000 will be allocated to two service providers identified in the proposed amendments to the Professional Service Agreements. The remaining \$35,000 will be awarded for herbicide control work through a future Request for Qualifications (RFQ) in these areas.

**2020 General Obligation Bond Contracts for Treasure Hill and Armstrong areas**

<b>Service Provider</b>	<b>Service</b>	<b>2020 General Obligation Bond 2026 Allocation</b>
Utah State University Utah Conservation Corps	Mechanical Control	\$50,000
Ecology Bridge LLC	Coordination, Consulting, and Mechanical Control	\$30,000
TBD (future RFQ)	Herbicide Control	\$35,000



## City Council Staff Report

**Subject:** McPolin Farm 2026 Event Update  
**Author:** Paige Galvin  
**Department:** Executive  
**Date:** February 3, 2026

### Recommendation

Consider approving the City sponsorship of 2026 proposed special events, which enables the final staff approval of the special event.

### Background

The McPolin Farm has a long history, which includes:

- In 1922, the McPolin family built the barn from recycled timber salvaged from an old tailings mill.
- In 1947, the McPolin family sold the farm to D.A. Osguthorpe, a Salt Lake City veterinarian.
- In 1990, the City purchased the Farm and surrounding land, making it Park City's first open space acquisition.
- In 2016, the City completed major structural upgrades of the Barn. At the time, the City Council provided direction to incrementally increase the number of local community events at the Farm, but still within the total annual allowance of 12. This included consideration for applicants outside the City, specifically non-profits. The discussion further stipulated that the events should be passive and non-invasive of department resources and the property's historic preservation values.
- In 2019, the [McPolin Farm Conditional Use Permit \(CUP\)](#) was updated to reflect Council's direction.

The City owns the McPolin Farm and property. The Friends of the McPolin Farm (Friends) is an eight-member advisory committee that advises the staff liaison (Paige Galvin) for the McPolin Farm. The Friends are dedicated to facilitating events and community enjoyment of the McPolin Farm while honoring governing documents and use policies to preserve the property's agricultural and farming history.

### Analysis

There are several highlights from 2025, including:

- Saying farewell to Patricia Stokes who was a member of the Friends of the Farm for many years.
- Shed doors were replaced and the shed floor was revarnished.
- The protective bottoms on all chairs and tables in the shed were replaced
- Completed the process of restoring the farm equipment: cutting off old tires, staining the wagon and blocking the antique farm equipment.
- Expanded our Barn tour outreach to McPolin & Trailside Elementary schools, Girl Scouts, Park City Museum, and City staff in addition to locals and visitors.

- We participated in the July 4<sup>th</sup> parade to promote our community events.

## 2026 Goals

The Friends discussed and outlined goals for 2026, which include:

- Explore planting a garden or pumpkin patch
- Research where the garden and the root cellar were. Map out the property
- Increase outreach:
  - School groups: create more kid-friendly content and integrate the newly purchased milking machine
  - City and County Councilors & staff
  - Seniors/NAC
  - Spanish speaking tour - Translator
- Annual tracking of historic preservation plan
- Track for the sliding door of the barn and gutters with PCMC Building department
- Explore an E-bike docking area at McPolin Farm

## Special Events at the Farm

Per the CUP requirements, special events at the McPolin Farm shall be processed by staff under a Special Event Permit and considered by City Council for action. This is slightly different from the typical special event process, under which the City Council delegates administrative approval authority for smaller Level One, Two, and Three events to the Special Event Manager.

The Friends of the Farm committee reviewed the events listed below on January 12, 2026. Any new event that meets the CUP criteria must return to City Council for consideration.

Below is a list of the proposed events for 2026, which are status quo from past years. Each event has been reviewed for compliance with [Special Events portions of the Park City Code, Title 4A](#), and the [McPolin Farm CUP](#). This year we plan six events similar in size and scope to those held in the past. Parking is limited at the McPolin Farm Trailhead. Per each event permit, we require two shuttle vans from the PC MARC to mitigate public safety impacts. There is also a bus stop adjacent to the barn, and we encourage people to walk or bike to events. All noise stemming from events will be kept within noise limits unless otherwise noted:

- Full Moon Snowshoe – Saturday, January 31, a Level One Event that sells out at 70 tickets for a chili dinner, music, and guided beginner or advanced snowshoe tour along the White Pine Touring track under the full moon. Two staff/volunteers will drive two PC MARC shuttles to the barn for guests, who may also be dropped off by private transportation. Staff from the Building, Parks, Streets, and Sustainability departments all contribute to the success of this community event.
- Your Barn Door Is Open (YBDIO) - Saturday, June 13, a Level One Event that hosts around 130 community members for live bluegrass music, dancing on the patio, catered dinner, and self-guided tours inside the barn. It is one of only four times a year that the barn is open to the public. For this event, we apply for a noise variance as we have the band in the shed.

- Barn Tours – On July 18, August 15, and September 12, we will have two one-hour guided tours at 4 p.m. and at 5:30 p.m. Tickets are \$10 per person. This is permitted as a Level Two Event. The barn has the capacity to accommodate twenty-five people for each scheduled tour. We are also considering offering a tour with a Spanish translator.
- Scarecrow Festival – Saturday, October 3, a Level Two Event that typically sells out. There are two types of tickets sold: One ticket grants a group of four people to attend the Festival, which includes scarecrow-making materials, face painting, pumpkin painting, and refreshments. The other ticket is for a support structure and the straw to stuff a scarecrow without access to other activities and refreshments.

### [Seasonal Events | Park City, UT](#)

#### **Funding**

McPolin Farm event costs are within the approved budgets and estimated at \$6,900. Additionally, ticket sale revenue goes to the capital projects fund to augment the barn capital projects for the McPolin Farm.



## City Council Staff Report

**Subject:** Approval of January 2026 Emergent Needs Grants  
**Author:** Hans Jaspersen  
**Department:** Budget  
**Date:** February 3, 2026

### Recommendation

Review and consider approving the Nonprofit Services Advisory Committee’s recommendations for Emergent Community Needs Grant awards totaling \$55,150 to the following local nonprofit organizations:

<b>Hive Family Collective</b>	\$9,000
<b>National Ability Center</b>	\$10,000
<b>People’s Health Clinic</b>	\$10,000
<b>Summit Community Gardens &amp; Eats</b>	\$5,000
<b>Summit County Clubhouse</b>	\$13,650
<b>WasteLess Solutions</b>	\$7,500
	<b>\$55,150</b>

### Background

The Emergent Community Needs Grant Program, established in FY26, provides flexible, rapid-response funding to nonprofits addressing urgent, unanticipated, or emerging challenges in the community. Council approved program guidelines on [November 18, 2025](#). Awards are typically capped at \$15,000 and must support immediate needs outside normal operating budgets, such as launching new programs, expanding services during surges, or piloting strategies to mitigate the impacts of emerging issues. Applications are accepted year-round, subject to available funding, and reviewed quarterly by the Nonprofit Services Advisory Committee.

The program began accepting applications on December 4, 2025. The Committee convened on January 14 to evaluate submissions and make recommendations for Council approval.

### Analysis

Seven applications were submitted before the December 30 deadline for the first quarterly review. The Committee recommends funding six organizations for a total of \$55,150. Exhibit A provides detailed descriptions of each project, emergent need addressed, details on other PCMC grants received, and recommended award amounts.

The Committee’s review highlighted several pressing community challenges, grouped into three primary themes: food insecurity, healthcare access, and workforce stability. These themes illustrate the diverse ways nonprofits are responding to urgent needs and underscore the importance of targeted, flexible funding.

- **Food Insecurity:** Three organizations—Hive Family Collective, Summit Community Gardens & EATS, and WasteLess Solutions—address growing food insecurity through complementary strategies: individualized meal delivery, school-based nutrition, and food rescue/education. The Committee encourages collaboration among these groups for future requests.
- **Healthcare Access:** People’s Health Clinic seeks urgent funding to expand pediatric capacity amid an 80% surge in demand and wait times of up to 10 weeks.
- **Workforce Stability:** Summit County Clubhouse proposes a housing pilot for current or potential members of the workforce with behavioral health challenges who are homeless or at imminent risk, pairing safe housing with wraparound supports to remain employed or secure employment.

These investments will help stabilize essential services, prevent disruptions, and ensure vulnerable residents receive timely support.

### **PC Tots and Childcare Scholarship Program Funding**

In May 2025, the [Nonprofit Services Advisory Committee recommended](#) a multi-year Public Service Contract for PC Tots, including \$27,250 for FY25 and \$50,000 annually for FY26 and FY27. Council approved only the FY25 amount and redirected the remaining funds to the Emergent Community Needs Fund. This decision was intended to provide gap funding while Council evaluated potential changes to the Childcare Scholarship Program that could offer broader support to PC Tots and other providers. At that time, Council indicated that PC Tots could seek emergent funding if additional program support did not materialize

Consistent with that guidance, PC Tots has submitted an Emergent Needs Grant application; however, its request—and the Committee’s recommendation—are tied to potential actions Council may take regarding the Childcare Scholarship Program. Council will discuss the scholarship program during the February 3 work session, including whether to implement additional provider incentives. At that time, Council will have the opportunity to provide direction on both childcare scholarships and any additional grant funding to PC Tots.

Because these decisions are interdependent, staff is not recommending approval of PC Tots’ request in this consent item. Instead, the Committee prepared two recommendations for PC Tots:

- **Option A:** If Council increases provider support through the scholarship program, award a one-time \$15,000 Emergent Needs Grant.
- **Option B:** If Council does not increase provider support, award \$50,000 in FY26 and FY27 from the existing Nonprofit Services Funds.

Based on Council’s discussion and direction during the work session, staff will return at a later date for Council approval of any additional grant funding to PC Tots. This approach ensures that Council’s decisions on systemic childcare support and targeted gap funding are aligned, fiscally responsible, and responsive to community needs.

## Funding

<b>Emergent Community Needs Fund Balance (FY26)</b>	\$106,000
<b>Recommended Awards:</b>	\$55,150
<b>Remaining Balance</b>	<b>\$50,850</b>

## Exhibits

Exhibit A – January 2026 Emergent Community Needs Grant Recommendations

## Exhibit A – January 2026 Emergent Community Needs Grant Recommendations

**Organization:** Hive Family Collective

**Project Title:** Nourishing Mamas Program

**Current PCMC Grants:** None

**Emergent Need Grant Request:** \$12,000

**Committee Recommendation:** \$9,000

**Emergent Need Addressed:** There has been a significant rise in families in postpartum recovery or in crisis seeking meal support; funding enables rapid, year-round delivery at moments when timely assistance protects mental health and stability.

**Project Description:** Hive’s Nourishing Mamas Program provides year-round meal support in Park City for families in postpartum recovery or navigating crisis. Grant dollars will fund the purchase and delivery of ready-to-eat meals or meal certificates (Auntie Em’s), expand referral partnerships with Park City Hospital and Wasatch Pediatrics, and improve tracking of referral reasons to identify emerging needs. The program is designed as a community-wide resource; requests come via partners, community members, and an online form, with rapid follow-up to deliver a meal. Since launch, the program has delivered 400+ meals, and demand continues to rise; support will sustain timely assistance while strengthening local food-economy partnerships with additional Park City restaurants.

**Organization:** National Ability Center

**Project Title:** Adaptive Recreation for Individuals with Disabilities

**Current PCMC Grants:** None

**Emergent Need Grant Request:** \$15,000

**Committee Recommendation:** \$10,000

**Emergent Need Addressed:** An unexpected \$400,000 VA grant loss threatens continuity of adaptive recreation; bridge support is needed now to prevent service reductions during the current operating year.

**Project Description:** The National Ability Center seeks bridge funding to stabilize core adaptive recreation programs after the loss of a reliable U.S. Department of Veterans Affairs grant (~\$400,000). The request will prevent near-term reductions and ensure uninterrupted access to alpine/Nordic skiing, cycling, equestrian activities, water sports, climbing, camps, retreats, military/veteran programming, and inclusive community events. NAC operates year-round with a policy to never turn participants away for financial reasons, providing \$6.7M in subsidies last year. In the prior year, NAC delivered 35,000 adaptive recreation experiences to 6,214 individuals, including Park City residents and military members. This bridge will maintain access while NAC implements replacement fundraising, keeping health, independence, and community connection at the center of service delivery.

**Organization:** People's Health Clinic

**Project Title:** Emergency Pediatric Capacity Expansion for Uninsured Children

**Current PCMC Grants:** Public Service Contract - \$40,000 in FY26 and FY27

**Emergent Need Grant Request:** \$84,089

**Committee Recommendation:** \$10,000

**Emergent Need Addressed:** Uninsured pediatric demand surged ~80%, pushing wait times to 5–10 weeks; immediate funding secures a part-time pediatrician to restore timely access by April 1, 2026.

**Project Description:** Peoples Health Clinic faces an urgent pediatric access gap: visit demand has risen nearly 80% since 2022, pushing wait times to 5–10 weeks and fragmenting care across non-pediatric departments. Funding will secure a 0.4 FTE pediatrician starting April 1, 2026, covering nine months of salary and benefits to expand same-day and next-day appointments, deliver preventive and acute care, oversee immunizations, and provide clinical leadership. The project serves uninsured children and adolescents in Summit and Wasatch Counties—primarily low-income, immigrant, working families for whom the Clinic is the sole source of pediatric care (600+ individual children annually). Success metrics include reduced wait times, increased visit capacity aligned with projections, improved continuity of care, and completion of age-appropriate well-child services.

**Organization:** Summit Community Gardens - EATS

**Project Title:** Ensuring Food Security for Park City Youth and Families

**Current PCMC Grants:** Public Service Contract - \$5,000 in FY26 and \$10,000 in FY27

**Emergent Need Grant Request:** \$10,200

**Committee Recommendation:** \$5,000

**Emergent Need Addressed:** Rising food insecurity and reduced partner funding risk shrinking Food Farmacy and Fruit to Schools; timely support ensures continuity during heightened community need.

**Project Description:** Summit Community Gardens – EATS seeks short-term support to sustain two food-security programs amid rising need and decreased partner funding. Food Farmacy, in partnership with Peoples Health Clinic, delivers bi-weekly produce to approximately 11 Park City households (avg. three people) facing food insecurity and chronic disease. Fruit to Schools provides weekly fresh fruit boxes across Park City School District, offsetting higher food costs and reduced federal nutrition access. \$5,000 award to the Funds will secure food, add Garden Manager hours for program leadership, and expand Fruit to Schools provisions to maintain continuity through 2026. The programs primarily serve low-income, Hispanic/Latino families and students, with tracked deliveries, expenditures, and qualitative feedback to evidence impact and reach.

Due to the overlap in food provision services for families, the Committee would like to see EATS prioritize funding for the Fruit to Schools program with this award.

**Organization:** Summit County Clubhouse

**Project Title:** Workforce Housing Stabilization: Master Lease Pilot for Behavioral Health Recovery

**Current PCMC Grants:** Public Service Contract \$40,000 in FY26 and FY27

**Emergent Need Grant Request:** \$13,650

**Committee Recommendation:** \$13,650

**Emergent Need Addressed:** Without appropriate shelter options, workers with behavioral health needs face homelessness and job loss; funding urgently provides stable housing with wraparound supports.

**Project Description:** Summit County Clubhouse proposes a master-leased unit pilot to provide safe housing with wraparound supports for local workers experiencing homelessness due to mental health or substance use challenges. Grant funds will subsidize rent (\$1,700/month), utilities (\$375/month), and essential set-up items, while private donations cover furnishings and case-management services. Activities include intake, weekly check-ins, clinical referrals, employment support, budgeting, transportation, and housing navigation over a six-month period, with outcome reviews. The unit can house approximately three individuals, prioritized for employment status and engagement in treatment. Success benchmarks include housing stability without relapse into homelessness, 80% employment retention, consistent clinical engagement, and prevention of crisis interactions—reducing public costs and strengthening workforce reliability.

**Organization:** WasteLess Solutions

**Project Title:** Rapid Response Food Rescue and Education Pilot in Park City

**Current PCMC Grants:** None

**Emergent Need Grant Request:** \$15,000

**Committee Recommendation:** \$7,500

**Emergent Need Addressed:** A local surge in food insecurity and surplus perishable food requires rapid rescue and education now to prevent missed meals and landfill waste.

**Project Description:** WasteLess Solutions will launch a six-month rapid-response food rescue and education pilot tailored to Park City. Funding will mobilize volunteers to collect surplus perishable food from local restaurants, groceries, and cafes for same-day redistribution to partner agencies, while delivering practical guidance on meal prep and safe storage to reduce spoilage. Mini-workshops will onboard additional volunteers and donors to expand reach. The initiative targets 1,500–2,000 low- to moderate-income residents—including families, seniors, and service-industry workers—most vulnerable to seasonal economic shifts. Success will be measured by pounds of food rescued, meals provided, engagement metrics, and partner feedback, with goals of 8 new donors, 15 volunteers, and 15,000+ pounds rescued alongside actionable education that prevents waste.

## City Council Staff Report

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

**Author:** Chris Eggleton and Ryan Blair

**Department:** Economic Development

**Date:** February 3, 2026

### Recommendation

Consider a request to authorize the City Manager to execute an amendment to extend the binding exclusive negotiation clause for another 90 days, ending May 12, 2026, to continue pursuing a public-private partnership to deliver an indoor pickleball facility through the negotiation of a ground lease with a private developer and operator.

### Background

On August 26, 2025, City Council ([Staff Report](#) | Minutes, pg. 13 | [Media](#)) approved the execution of the MOU (Exhibit A) with Wadsworth Development Group (WDG). On [November 6, 2025](#), the Council authorized extending the exclusive negotiation clause for 90 days, terminating on February 11, 2026. The parties' respective legal counsel is in the midst of finalizing the ground lease terms consistent with the approved MOU and propose an extension of the exclusive negotiation clause by 90 days to May 12, 2026, to complete that work. This extension would allow staff time to:

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

### Progress Update

The respective legal counsel for the City and WDG are working toward finalizing a ground lease for the property. Each party has made substantive revisions in accordance with the terms of the MOU, with the latest draft awaiting WDG's comments. More time is needed to finalize the draft to bring to Council for consideration. Meanwhile, considerable progress has been made on the required submittals: WDG submitted their planning application on December 23, 2025, including the Conditional Use Permit application, Master Planned Development application, and the Sensitive Lands Overlay. Also, respective staff continue to support the applicant on sustainability guidelines and affordable housing obligations.

Next Steps: Staff will return before the end of the requested ENA extension with the final ground lease for Council consideration and possible approval, as well as the Public Benefits Analysis under [Utah Code § 10-8-2](#). Following approval, the applicant may proceed to the Planning Commission.

### Exhibits

A *Proposed Second Amendment to MOU*

**SECOND AMENDMENT TO MEMORANDUM OF UNDERSTANDING**

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

The parties entered into the Memorandum of Understanding on 08/15/2025 (the “**MOU**”). The term of the Exclusive Negotiation requirement in the MOU is due to end on 02/11/2025 and negotiations are ongoing. The parties desire to amend the term of the Exclusive Negotiation requirement in the MOU to provide additional time to negotiate a lease.

The parties therefore agree as follows:

**ARTICLE 1 – AMENDMENTS.**

- A.** Extension of Term. The term of the Exclusive Negotiation requirement in the MOU is amended to end at midnight on 05/12/2026 unless extended in writing. The parties agree that the Exclusive Negotiation requirement will be terminated upon the earlier of (a) midnight on 05/12/2026 or (b) the mutual agreement of the parties.

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

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

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

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

City Manager

Attest:

\_\_\_\_\_  
City Recorder’s Office

Approved as to form:

\_\_\_\_\_  
City Attorney’s Office

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

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

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

Robert Booth  
VP of Development  
An authorized signer

**City Council Staff Report**



**Subject:** Gillmor Lot 4 Conveyance from Summit County  
**Author:** Luke Cartin  
**Department:** Sustainability  
**Date:** February 3, 2026

**Recommendation**

Review and approve the Conveyance Agreement, in a form approved by the City Attorney’s Office, to acquire Lot 4 of the FJ Gillmor Subdivision from Summit County in exchange for Park City’s waiver and release of the “Up-to-10-Acre Obligation” from the 2017 Open Space Cooperation Agreement.

**Executive Summary**

The City, County, and Recycle Utah have been working together to devise a plan for Recycle Utah’s continued operation after it leaves its current location. Lot 4 was identified as a potential long-term solution, providing Recycle Utah with 4.18 acres of improved property on which to construct a new facility to help continue meeting the recycling needs of the community.



The Conveyance Agreement (attached as Exhibit A) is the first step in transferring the property to Recycle Utah.

### **Analysis**

As part of the 2017 Open Space Cooperation Agreement, which was directly related to the Bonanza Flat purchase, the City and County agreed that:

In the event the County elects to develop for itself or its special service districts public work facilities within the Lower Silver Creek area (the “Public Work Facilities”), it will use commercially reasonable efforts to cooperate with the City in allowing the City to use up to ten (10) acres of such for the City’s public work needs as such public work needs are mutually agreed between the City and the County. The City shall be responsible for its share of the development costs for such Public Work Facilities.

We refer to this as the “Up-to-10-Acre Obligation.” Under the Conveyance Agreement, the City would waive and release the County of this obligation in exchange for Lot 4.

The City would receive Lot 4 without compensating the County if: (1) the City conveys Lot 4 to Recycle Utah before June 1, 2026, and (2) Lot 4 is primarily used for significant community recycling services. However, if either of those conditions are not met, the City would have to pay back the County’s development costs to improve the lot, equal to \$1,211,190.80, reduced by 1/12th each year, reaching zero after year 12.

The City has already done a Phase I environmental site assessment on the property and recently had a title report prepared. Neither identified any significant issues.

Once the City owns Lot 4, it can convey it to Recycle Utah.

### **Funding**

No funding would be required under the proposed plan. In the event that the City does not convey the property to Recycle Utah or it is not primarily used for significant community recycling services, the City would be obligated to pay the County up to \$1,211,190.80.

### **Exhibits**

A Conveyance Agreement

## Conveyance Agreement

This Conveyance Agreement (“*Agreement*”), dated \_\_\_ day of February, 2026 (the “*Effective Date*”) is between **PARK CITY MUNICIPAL CORPORATION**, a Utah municipal corporation (“*City*”), and **SUMMIT COUNTY**, a Utah political subdivision (“*County*”). City and County collectively may be referred to as the “*Parties*” or individually as a “*Party*.”

### RECITALS

WHEREAS, City and County entered into that certain Open Space Cooperation Agreement, dated May 31, 2017, wherein the Parties agreed that “[i]n the event the County elects to develop for itself or its special service districts public work facilities within the Lower Silver Creek area (the “*Public Work Facilities*”), it will use commercially reasonable efforts to cooperate with the City in allowing the City to use up to ten (10) acres of such for the City’s public work needs as such public work needs are mutually agreed between the City and the County” (the “*Land Obligation*”). “The City shall be responsible for its share of the development costs for such Public Work Facilities,” which costs are equal to the sum of \$1,211,190.80 (the “*Development Cost Obligation*”).

WHEREAS, County has developed the FJ Gillmor Subdivision in the Lower Silver Creek area for various County purposes. Parcel No. FJGILL-4-2AM-X is a 4.18 acre fully improved lot located at 5625 Paintbrush Road, Park City, Utah 84098 (“*Lot 4*”).

WHEREAS, Park City Conservation Association, Inc. dba Recycle Utah (“*Recycle Utah*”) desires to acquire Lot 4 for purposes of community recycling activities.

WHEREAS, County has offered Lot 4 to City in satisfaction of the Land Obligation, and City wishes to accept this offer in order to convey Lot 4 to Recycle Utah.

WHEREAS, County is willing to suspend City’s Development Cost Obligation with respect to Lot 4 on condition that Lot 4 is primarily used for recycling activities.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and in consideration of the Recitals, covenants, terms, and conditions herein contained, the Parties hereby agree as follows:

### AGREEMENT

1. **Recitals Incorporated.** The Recitals are incorporated herein by this reference.
2. **Conveyance.**
  - a. In consideration for the Waiver and Release set forth in Paragraph 3 below, following completion of the Due Diligence Period set forth in Section 5, County shall convey Lot 4 by Special Warranty Deed to City in the form of Exhibit 1.

- b. Subject to and in consideration of (i) City conveying Lot 4 to Recycle Utah on or before June 1, 2026, and (ii) Lot 4 being primarily used for significant community recycling services (the “*Recycling Services*”), County shall suspend the Development Cost Obligation for a period of up to twelve (12) years from the Effective Date (the “*Minimum Recycling Use Period*”). So long as Lot 4 is used primarily and continually for significant community recycling services during the Minimum Recycling Use Period (subject to reasonable periods required by Recycle Utah or its successor(s) in interest in and to Lot 4 to develop improvements to Lot 4 for such services) the Development Cost Obligation shall remain suspended. If Lot 4 is no longer primarily used for significant community recycling services (subject to the improvement periods contemplated herein) the Development Cost Obligation shall become due and payable upon written notice from County to City (the “*Payment Notice*”), and City shall pay to County within sixty (60) days of the Payment Notice an amount equal to the Development Cost Obligation less the Amortization. The Amortization is equal to the Development Cost Obligation divided by the Minimum Recycling Use Period (12 years) multiplied by the total number of years that Lot 4 has been utilized for Recycling Services.
- c. Subject to Paragraph 2(b) of this Agreement, at the conclusion of the Minimum Recycling Use Period, so long as the conditions have been satisfied, the Development Cost Obligation shall terminate.

3. **Waiver and Release.** Upon the conveyance of Lot 4 to City as set forth in Section 2, City hereby remises, releases, acquits, satisfies, and forever discharges County and its officers and employees of and from the Land Obligation and all manner of actions, causes of action, suits, debts, covenants, contracts, controversies, agreements, promises, claims and demands whatsoever related thereto against County and its officers and employees by reason of the Land Obligation.

4. **Title and Title Insurance.**

a. *Title to Lot 4.* County represents that County has fee title to Lot 4 and will convey marketable title to Lot 4 to City by Special Warranty Deed. City hereby agrees to accept title to Lot 4 subject to the contents of the Commitment for Title Insurance, as reviewed and approved by City under Section 5.

b. *Title Insurance.* City agrees to pay for and cause to be issued in favor of City a Policy of Title Insurance pursuant to and in accordance with the Title Report referenced in Section 5(c), insuring City fee simple title to Lot 4, subject only to the listed exceptions, and to the extent approved by the Title Company prior to the expiration of the Due Diligence Period, extended coverage plus all endorsements desired by City (the “*Policy*”).

5. **City’s Due Diligence.** City’s obligation to waive and release the Land Obligation in exchange for Lot 4 is conditioned upon City’s Due Diligence as defined in this Section.

a. *Due Diligence Items.* City shall have a due diligence period (the “*Due Diligence Period*”) in which City shall have the right to perform any geotechnical, environmental, mechanical, structural, and physical investigations (including subsurface testing), site surveys, tests, evaluations, and other assessments to determine the environmental and physical properties of Lot 4. Between the Effective Date and the end of the Due Diligence Period, City or its contractor, agents, or employees may at reasonable times, enter upon Lot 4 for the purpose of conducting such inspections, investigations, tests, studies, and evaluations. The Due Diligence Period shall commence upon the Effective Date and shall continue for a period of thirty (30) days unless sooner waived by City. At any time during the Due Diligence Period, City shall have the right, at its sole discretion and for any reason, to terminate this Agreement, at which point both Parties will be relieved of any obligations resulting from this Agreement, which will be treated as void. City shall indemnify, defend, and hold harmless County from and against any loss, damage, claim, or action arising from City’s or its agent’s, employee’s, or contractor’s access to Lot 4. If the activities of City, or its agents, employees or contractors, on Lot 4 damage any portion of the property, City shall with all diligence restore Lot 4 to substantially the same condition as existed prior to any such damage, wear and tear and damage by the elements excepted. City’s obligations under the prior two sentences of this Section shall survive the termination of this Agreement for a period of twelve (12) months and shall thereafter be null and void.

b. *County Disclosure Documents.* Within fourteen (14) days of the Effective Date, County shall deliver to City copies of the following documents and materials in County’s possession, custody, or control relating to Lot 4: (i) existing soils reports, topographic surveys, engineering studies, improvement or landscape plans, maps, grading plans, natural hazard reports, hazardous waste reports, and subsurface studies; (ii) existing environmental studies and reports, including, without limitation, any Phase I or Phase II assessments; (iii) any and all permits, licenses, authorizations, or approvals from any governmental authority issued to County for Lot 4; (iv) all third party reports relative to the physical condition of Lot 4; and (v) all written agreements relative to any obligations in respect to Lot 4 which would be binding on City after the conveyance of Lot 4.

c. *Preliminary Title Report.* Within ten (10) days of the Effective Date, City shall obtain a preliminary title report (“*Title Report*”) along with copies of all underlying documents referred to or affecting the Title Report. City shall have the right to review and object to any title exceptions during the Due Diligence Period.

6. **Knowing Waiver and Release.** The Parties declare and represent that by execution of this Agreement, the Parties have relied wholly upon their own judgment, belief and knowledge of the obligations, terms, conditions, potential claims, or rights arising out of this Agreement, and the Parties have had the opportunity to consult with legal counsel of their own choosing concerning the advisability of entering into this Agreement.

7. **No Assignment.** City represents and warrants to County that there has been no transfer, assignment or gift of all or part of the Land Obligation and that City holds all of the right, title,

and interest thereto. City expressly represents and warrants that it has the full and complete authority to execute this Agreement.

8. **Mutual Release.** The Parties herewith and hereby release, acquit and forever discharge each other, their officers, employees, agents, attorneys, successors, and assigns from any and all claims, demands, damages, liabilities, choses in action, and responsibilities of every kind and nature whether known or unknown and arising out of or related to terms of this Agreement.

9. **Time of the Essence.** Time is of the essence of this Agreement.

10. **Entire Agreement.** This Agreement contains the entire understanding between the Parties hereto and is intended as a full and final expression of the terms, conditions, waivers, and releases set forth herein. No representations, promises, conditions or agreements with reference to the execution of this Agreement were or are made or entered into other than as here expressly provided.

11. **Laws.** This Agreement has been and shall be construed as having been made and delivered within the State of Utah, and it is agreed by each Party that this Agreement shall be governed by the laws of the State of Utah, both as to interpretation and performance. Further, this Agreement shall not be construed in favor of or against any Party but shall be construed equally as to both Parties.

12. **Attorney Fees and Costs.** If litigation is filed to enforce the terms of this Agreement, the prevailing party in such litigation shall be entitled to an award of reasonable attorney fees and costs incurred in connection with the litigation.

13. **Severability.** If any provision of this Agreement, or the application thereof, shall be held to be invalid by any court of competent jurisdiction, this Agreement and its Waiver and Release shall be VOID.

14. **Amendment.** This Agreement can be amended only by a written amendment signed by all Parties hereto.

15. **Representation and Warranty.** The County and City hereby mutually represent and warrant that the parties who have executed this Agreement are legally authorized to execute such agreements on behalf of their respective entities.

16. **Counterparts.** This Agreement may be executed in any number of counterparts and by each of the Parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. Any signature page of the Agreement may be detached from any counterpart and reattached to any other counterpart hereof. The electronic transmission of a signed original of the Agreement or any counterpart hereof and the electronic retransmission of any signed copy hereof shall be the same as delivery of an original.

Each Party is signing this Agreement on the date stated opposite that party's signature.

**PARK CITY MUNICIPAL CORPORATION**

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

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

Ryan Dickey  
Mayor

Attest:

\_\_\_\_\_  
City Recorder's Office

Approved as to form:

\_\_\_\_\_  
Luke Henry  
Assistant City Attorney

**SUMMIT COUNTY**

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

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

Shayne C. Scott  
County Manager

Approved as to form:

\_\_\_\_\_  
David L. Thomas  
Chief Deputy County Attorney

**Exhibit 1**

**AFTER RECORDED, PLEASE RETURN TO:**

PARK CITY MUNICIPAL CORPORATION

P.O. Box 1480  
Park City, Utah 84060

Tax Identification No. FJGILL-4-2AM-X

**SPECIAL WARRANTY DEED**

FOR GOOD AND VALUABLE CONSIDERATION, Summit County, a political subdivision of the State of Utah (the “Grantor”) hereby CONVEYS AND WARRANTS, against those claiming by, through and under the Grantor and not otherwise, to Park City Municipal Corporation, a Utah municipal corporation (the “Grantee”), all fee simple right, title and interest in and to that certain tract of land located in Summit County, State of Utah, as described in **Exhibit “A”** attached hereto (the “**Subject Property**”).

SUBJECT TO all restrictions, reservations and other conditions of record as may be disclosed by a record examination of title.

TO HAVE AND TO HOLD the Subject Property, together with all tenements, hereditaments, and appurtenances thereunto belonging, unto the Grantee, and its successors and assigns, forever. The Grantor does hereby covenant to and with the Grantee that the Grantee is owner in fee simple of the Subject Property and that the Grantor will warrant and defend the same from all lawful claims whatsoever arising by, through and under the Grantor and not otherwise.

The undersigned further hereby acknowledges and affirms to the below-named Notary Public that the undersigned appeared before such Notary Public and either executed this Special Warranty Deed before such Notary Public or acknowledged to such Notary Public that the undersigned executed this Special Warranty Deed for the purposes stated in it.

DATED as of the \_\_\_\_\_ day of \_\_\_\_\_, 2026 (the “Effective Date”)

Summit County,  
a political subdivision of the State of Utah

By: \_\_\_\_\_  
Shayne C. Scott  
County Manager

STATE OF UTAH                    )  
  :ss.  
COUNTY OF SUMMIT         )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
2026, by Shayne C. Scott, County Manager.

\_\_\_\_\_  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**Public Entity Affidavit**

I, \_\_\_\_\_, as Mayor of Park City (“Public Entity”) and being first duly sworn, state as follows:

The Public Entity consents to the conveyance of certain real property, which is described in the legal description provided below. By signing this Public Entity Affidavit, the Public Entity does not guarantee or provide an opinion as to the proper form or validity of the conveyance document.

This Public Entity Affidavit is intended solely to evidence that the Public Entity consents to Summit County, Grantor, conveying real property to the Public Entity.

**PARK CITY MUNICIPAL CORPORATION**

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

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

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

Mayor

Attest:

\_\_\_\_\_  
City Recorder’s Office

Approved as to form:

\_\_\_\_\_  
Luke Henry, Assistant City Attorney

STATE OF UTAH            )  
  )        ss.  
County of Salt Lake        )

On this \_\_\_ day of \_\_\_\_\_, 2026, before me \_\_\_\_\_, a notary public, personally appeared \_\_\_\_\_, Mayor of Park City Municipal Corporation, a Utah municipal corporation, who proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged she executed the same. Witness my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

## **EXHIBIT A**

Real Property situated in Summit County, State of Utah, described as follows:

Lot 4, FJ Gillmor Subdivision Plat, Second Amended, recorded in the Office of the Summit County Recorder as Entry No. 01209773, Book 2794, beginning at Page 1734, comprising approximately 4.18 acres. Tax Identification No. FJGILL-4-2AM-X. Address Situs: 5625 Paintbrush Road, Park City, Utah 84098

# City Council Staff Report



**Subject:** Joint Planning Commission and  
City Council Work Session  
Clark Ranch  
Affordable Housing Development

**Application:** PL-25-06656 - Zone Change

**Authors:** Nan Larsen, Senior Planner  
Meredith Covey, Planner II  
Sara Wineman, Housing & Development Coordinator

**Date:** February 3, 2026

## Executive Summary

This joint work session with the City Council and Planning Commission is to facilitate coordination of the location and rezoning for the 10-acre development area within Clark Ranch. Holding a joint session allows both bodies to discuss development location options concurrently, ensuring alignment prior to re-initiating formal rezoning and entitlement processes.

During this work session, The Alexander Company (TAC) will present two development location options, including advantages and constraints, to facilitate discussion with the City Council and Planning Commission. The primary outcome is direction on the preferred 10-acre development location to advance to the rezoning process.

## Disclosure

Park City Municipal Corporation owns the Clark Ranch property and authorized The Alexander Company to propose an affordable housing development on ten acres through a public-private partnership. The work session is limited to informal feedback regarding TAC's next steps to finalize their rezoning application. Discussion will be limited to legislative policy matters related to potential options regarding the location and scope of a possible rezone. Upon receipt of the finalized rezone application, the Planning Department and Planning Commission will conduct a public hearing, and the Planning Commission will forward a positive or negative recommendation to the City Council, which will hold an additional public hearing and make a final decision. More specific land use applications (subdivision, master plan), should they move forward, will be reviewed by the Planning Commission with public hearings as appropriate.

## Recommendation

Provide direction on the preferred 10 acres to rezone for the Clark Ranch affordable housing development.

## Description

Applicant:	The Alexander Company, Inc. Representative, Chris Day
Location:	A portion of Parcel PC-SS-121-X, owned by Park City Municipal
Zoning District:	Recreation and Open Space Sensitive Land Overlay
Adjacent Land Uses:	Park City Heights, Trails, and Open Space
Reason for Review:	The Planning Commission reviews Zone Changes, conducts a public hearing, and makes a recommendation to the City Council for Final Action. <sup>1</sup>

## Background

In 2014, the City acquired approximately 344 acres known as Clark Ranch that straddles HWY 40 in the Quinn's Junction area. In 2022, the City annexed and zoned the property Recreation and Open Space, noting there were plans for non-open space uses on limited acreage to be rezoned later.<sup>2</sup> The City's [Moderate Income Housing Plan](#) establishes the goal of rezoning Clark Ranch to provide higher density and reduced parking for the development of affordable and attainable housing, and the Quinn's Junction Neighborhood Plan within the General Plan recommends preserving and defining the eastern entry corridor and context-appropriate infill.<sup>3</sup>

On December 18, 2025, the City Council approved the Clark Ranch Conservation Easement, protecting most of the acreage as open space and:

- Carving out 15 acres within the northwest portion to evaluate 10 acres for the Clark Ranch affordable housing development and then protect the remaining 5 acres.
- Requesting a joint Planning Commission and City Council work session to establish 10 acres within the 15-acre carveout to be rezoned for the affordable housing development ([Packet](#), Old Business Item 1; [Minutes](#), p. 5).

Please see the end of this report for the detailed Clark Ranch affordable housing development background.<sup>4</sup>

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<sup>1</sup> LMC § 15-1-7 *Amendments to the Land Management Code and Zoning Map*

<sup>2</sup> [Ordinance No. 2022-18](#); [Staff Report](#)

<sup>3</sup> The City Council adopted the MIHP on June 12, 2025 ([Minutes](#), p. 12), following a recommendation by the Planning Commission on May 14, 2025 ([Minutes](#), p. 7). The [General Plan](#) supports the MIHP and recommends incentivizing housing options for all residents. Within [the Quinn's Junction Neighborhood Plan](#) (p. 44), the General Plan encourages community gathering spaces and events and context-appropriate infill.

### Current Evaluation and Development Options

Consistent with City Council direction provided on December 18, 2025 ([Minutes](#), p. 5), the Housing team and The Alexander Company (TAC) evaluated development opportunities within the 15-acre carveout focusing on:

- Development limited to 10 acres,
- Minimized City financial contributions,
- A unit mix and housing types that meet local workforce needs, and
- Long-term affordability management.

Based on this evaluation, TAC and its partners reduced the proposed density from 201 units to a range of 126 to 162 units, confined the development to 10 acres, and identified two potential 10-acre development locations:

- Option A2 – Triangle: A 10-acre site located at the northernmost tip of the carveout area.
- Options B1 and B2 – Open Space Buffer: A 10-acre site that shifts development southward and provides an approximate 2-acre open space buffer from the northernmost tip.

For the options, multiple development scenarios related to building locations and heights are possible, evaluated by the Planning team in the Analysis Section below.

During this work session, TAC will present the two 10-acre options and associated advantages and constraints to facilitate discussion with the City Council and Planning Commission.

Following this work session, next steps include continued coordination with the City Council regarding unit mix and housing type, Planning Commission consideration and recommendation to the City Council for the rezone, and Planning Commission review and Final Action on the Subdivision, Conditional Use Permit, and Master Planned Development applications.

### Analysis

The acreage considered for the Clark Ranch affordable housing development is steeply sloped and is south of Park City Heights, which is a mix of Single-Family and townhomes that are up to 33 feet in height with a roof pitch of 4:12 or greater.<sup>5</sup> The 15-acre carveout includes shrub-steppe (sagebrush/grasslands) and northern oak vegetation dominated by Gambel oak with areas that serve as wildlife habitat.

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<sup>5</sup> LMC [§ 15-2.23-5](#) limits height to 28 feet for flat roofs in the Park City Heights neighborhood.



*Figure 1: Looking southeast. The area proposed within the Clark Ranch property for the affordable housing development is shown in dashed yellow. Park City Heights homes existing and under construction are in the foreground. HWY 40 is to the left.*

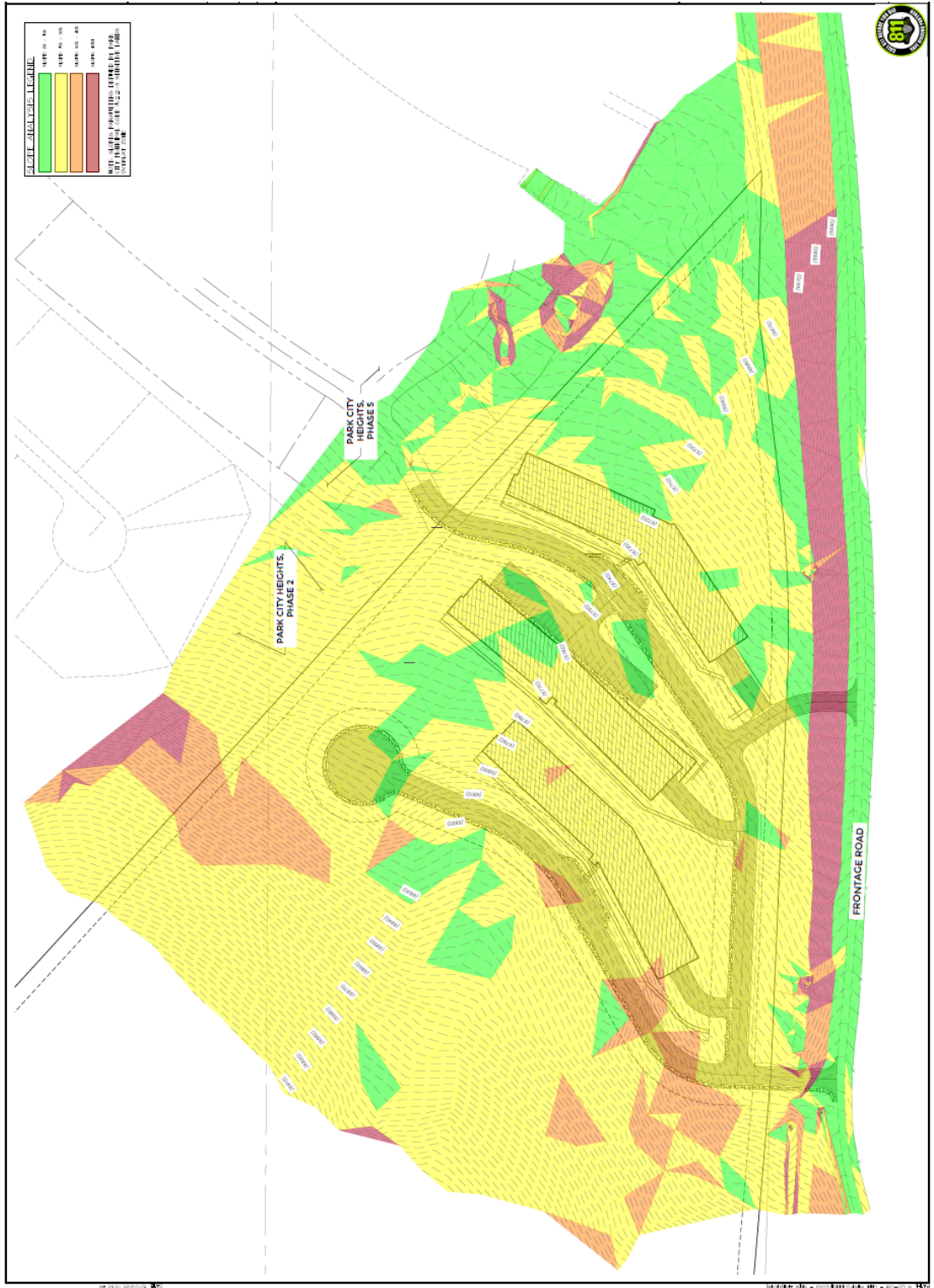


Figure 2: Applicant's Slope Analysis Exhibit looking north with the previously proposed building footprints and roads shown in gray. Green – 0-15% slopes; yellow – 15-30% slopes; orange – 30-40% slopes; red – 40%+ slopes. LMC § 15-15-1 defines “Steep Slope” as a slope greater than 15% and “Very Steep Slope” as a slope greater than 40%.

TAC submitted [the draft Clark Ranch Report](#) prepared in 2015 by Utah Open Lands for the conservation resources inventory – a preliminary analysis of the natural features, ecological condition, unique character, and current conditions of the property completed as part of the Clark Ranch Conservation Easement. The draft report states “[t]he large extent of the open land contiguous with the Property helps to ensure the presence of many species of wildlife, including those that require relatively extensive landscapes, such as mountain lions, elk, mule deer, and raptors.” While the majority of Clark Ranch is preserved open space, TAC also submitted [a draft document](#) from the Wildlife Habitat Analysis Tool from the Utah Division of Wildlife Resources as a baseline that shows wildlife habitat in the 15-acre carveout. A final wildlife report will be submitted by TAC with future applications.

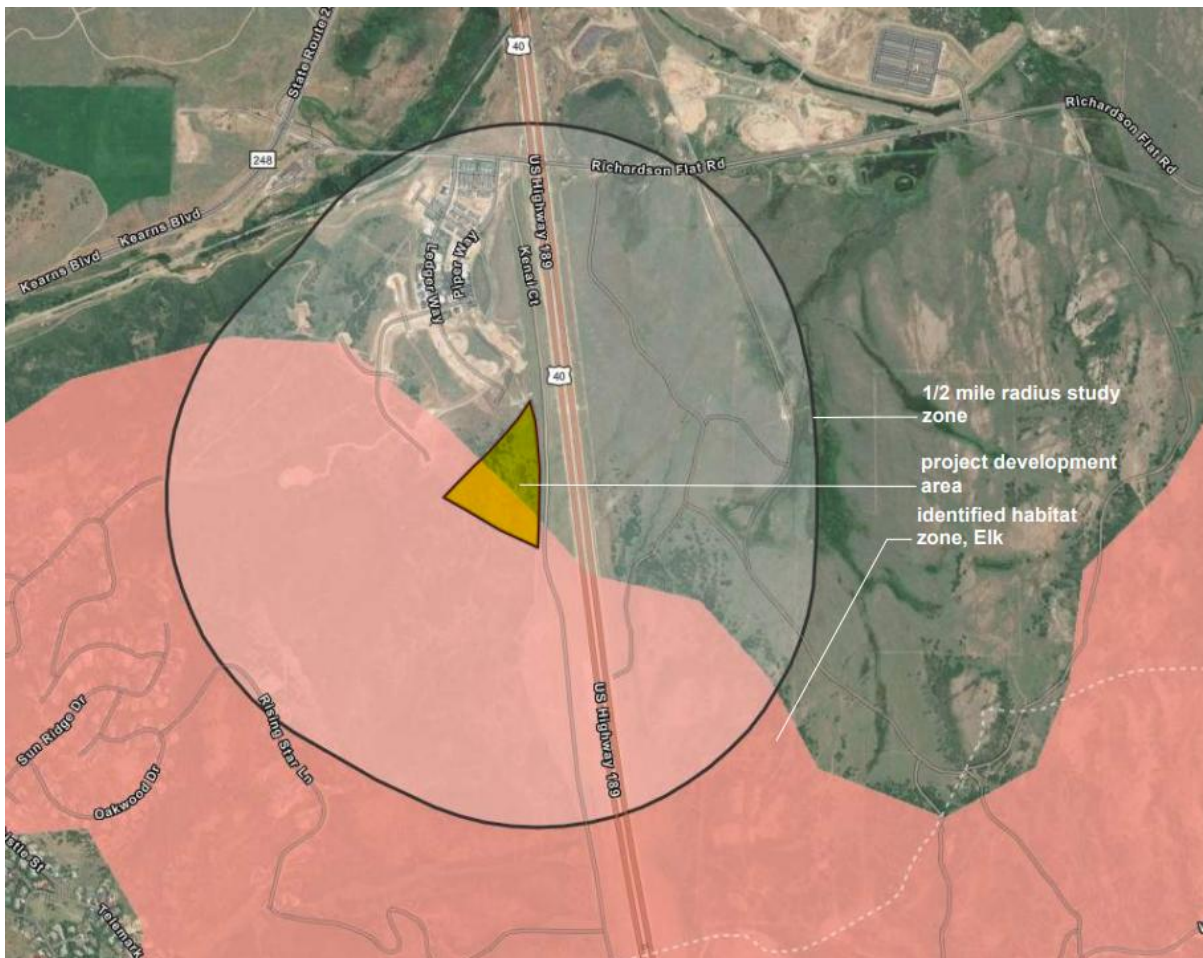


Figure 3: Map showing winter elk habitat in red; the 15-acre carveout is shown in yellow. Figure provided by Applicant.

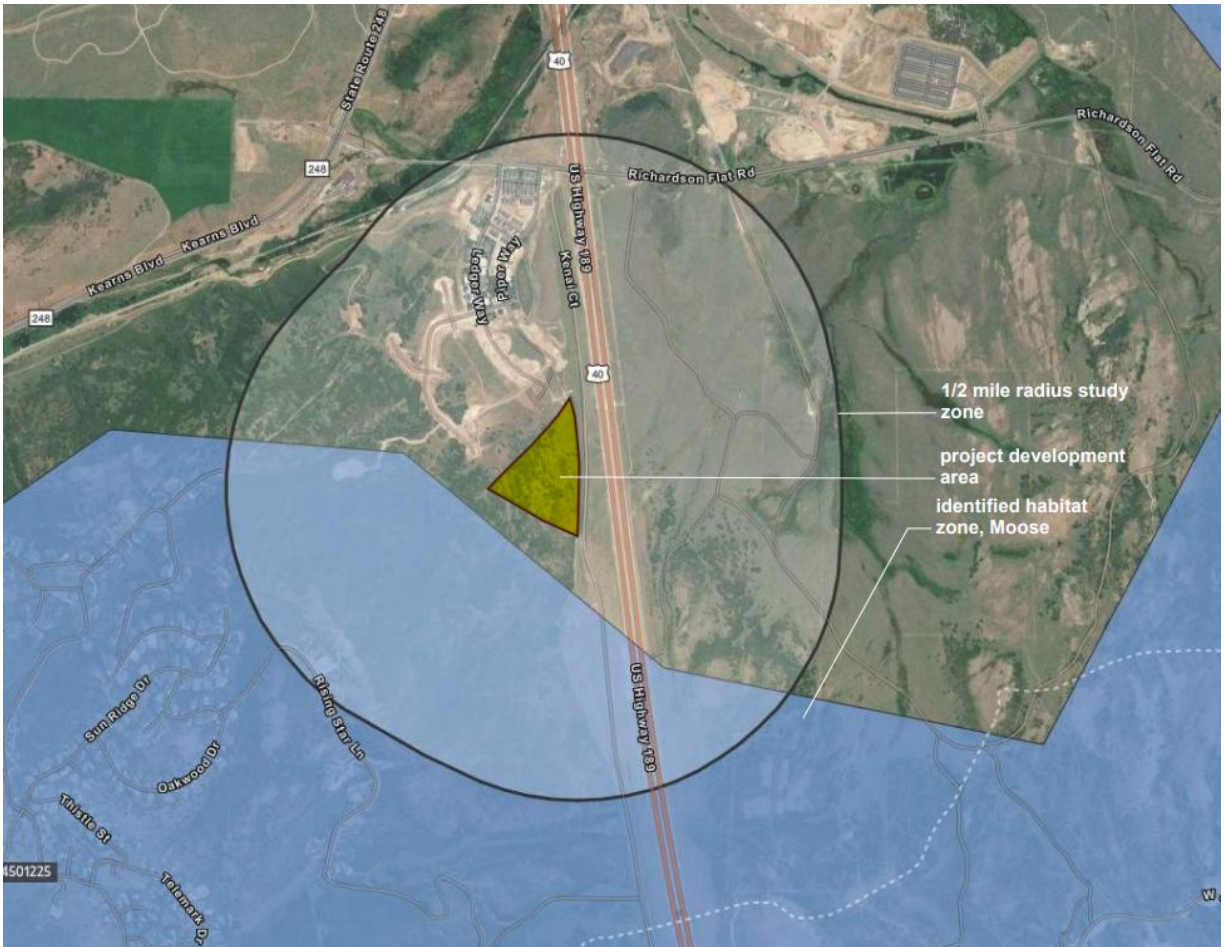


Figure 4: Map showing moose summer habitat in blue; the 15-acre carveout is shown in yellow. Figure provided by Applicant.

The purpose of the Land Management Code (LMC) includes allowing development in a manner that encourages the preservation of environmentally sensitive lands<sup>6</sup> and the area proposed to be rezoned is within the Sensitive Land Overlay (SLO), which:

- Requires dedicated open space in aesthetically and environmentally sensitive areas.
- Encourages preservation of large expanses of open space and wildlife habitat.
- Clusters development while allowing reasonable use of property.
- Prohibits development on ridge lines, very steep slopes, and wetlands.<sup>7</sup>

To achieve these purposes, once the 10 acres are rezoned, the LMC will require context-sensitive design:

- The SLO prohibits benching (cutting horizontal steps or ledges into the slopes) or terracing (reshaping natural slope into a series of platforms) for larger building sites.<sup>8</sup>

<sup>6</sup> LMC [§ 15-1-2\(E\) Purpose](#)

<sup>7</sup> LMC [§ 15-2.21-1 Purpose](#)

<sup>8</sup> LMC [§ 15-2.21-4 Sensitive Lands Regulations – Slope Protection](#)

- The Subdivision regulations require clustering of units in the most developable and least visually sensitive portions of a site.<sup>9</sup>
- The Conditional Use Permit criteria require evaluation of the development and compatibility with surrounding structures in use, scale, mass, style, and design.<sup>10</sup>
- The Master Planned Development regulations require that a development be designed to fit the site, not the site modified to fit the project, and that the design minimizes the need for major grading, cuts, fills, or retaining structures.<sup>11</sup>

*To guide the discussion, TAC submitted DRAFT site plans outlining building footprints and roads that are not intended to represent future submittals but rather to guide the work session discussion. The site plan will continue to evolve as TAC incorporates Planning Commission and City Council feedback.*

**Option A2 (Triangle) – Development reduces impacts to steep slopes and wildlife habitat and clusters development near Park City Heights, but the unusual shape limits the site design.**

Option A2 with 35-foot building heights includes Multi-Unit Dwellings and townhomes, a single access from the Frontage Road from the east with a gated fire access to Park City Heights, and two internal roads terminating in cul-de-sacs along the north and south development boundaries. The draft site plan includes Multi-Unit Dwellings with larger massing in the northern portion of the development site.

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<sup>9</sup> LMC [§ 15-7.3-2\(E\)](#)

<sup>10</sup> LMC [§ 15-1-10\(E\)](#)

<sup>11</sup> LMC [§ 15-6-5\(G\)](#)



Figure 5: TAC's Conceptual Site Plan, Option A2 a 35-foot Maximum Height Site Plan

<b>Option A2 (Triangle)</b> <b>35-Foot Maximum Building Height – 138 Total Units</b>		
	Multi-Unit Dwellings	Townhomes
<b>Option A2</b>	7 buildings  6 buildings with 16 units  1 building with 10 units  <b>106 total units</b>	8 buildings with 4 units per building  <b>32 total townhomes</b>

Locating the development within this triangle acreage reduces the visual impact to the hillside, locates the development adjacent to Park City Heights, and clusters development to minimize impacts to steep slopes, which become steeper when moving up the hillside. Option A2 creates visual continuity across the hillside as the development is proposed to continue southward from the edge of Park City Heights. With Multi-Unit Dwellings lower on the hillside, visual impacts of the project are reduced. Locating townhomes as the slope increases helps break up the level of grade disturbance and visual massing overall.

Additionally, impacts to wildlife are minimized if the development is clustered within this area. As shown in TAC's application submittal materials described on pages 6 and 7 of this report, moose and elk habitat are located to the south and connections to adjacent open space will be maximized by locating the development towards the northern portion of the site.

However, Option A2 creates an unusual triangular development area, reducing overall units and limiting site plan configurations.

**Options B1 and B2 (Open Space Buffer) – Shifting the development south results in development on steeper slopes with increased visibility on the hillside and grade disturbance, and reduces wildlife habitat. However, it creates an open space buffer between Park City Heights and the affordable housing development and creates a buildable area with more flexibility in site designs.**

TAC's Options B1 and B2 shift the 10 acres southward to create an open space buffer between Park City Heights and the affordable housing development with a range of 126 to 162 units.

Building site and road configurations are shown below in Figures 6 and 7. Options B1 and B2 are similar to the Applicant's submittal reviewed by the Planning Commission during the work sessions and public hearings outlined in the Clark Ranch Development History Section at the end of this report. Concerns outlined by the Planning team and Planning Commission for the previous iteration are outlined below:

- The proposed retention ponds were outside the 10-acre disturbance area.
- Defensible space had not yet been addressed by TAC.
- A wildlife habitat assessment prepared by a wildlife consultant has not yet been submitted and will be required as part of the Master Planned Development/Conditional Use Permit.
- Plans required revisions to reduce density, mass, and height for a project that is more compatible with surrounding development and suited to the steep slopes.
- Terracing, benching, and retaining walls required modifications for a site design that better fit the steep slopes of the site.
- The access road connection impacts very steep slopes from the Frontage Road.

Since the Planning Commission's last review, TAC updated draft site plans to incorporate development disturbance within 10 acres and to reduce the proposed

density by 39 to 75 units. Options B1 and B2 include one access road from the Frontage Road from the east, one road which terminates in a cul-de-sac, and a gated fire access from Park City Heights on the west.

TAC provided four different scenarios for potential site design with building heights ranging from 28 to 35 feet.

Option B1 results in a greater number of buildings with smaller massing, which break up the visual impacts on the hillside shown in Figure 6.



Figure 6: TAC's Option B1

<b>Option B1 (Open Space Buffer)</b> <b>134 to 162 units</b>		
	<b>Multi-Unit Dwellings</b>	<b>Townhomes</b>
<b>B1.A</b> <b>28-Foot Height</b> <b>134 total Units</b>	18 buildings  14 buildings with 5 units per building  4 buildings with 8 units per building  <b>102 total units</b>	8 buildings with 4 units per building  <b>32 total townhomes</b>
<b>B1.B</b> <b>35-Foot Height</b> <b>162 total units</b>	18 buildings  4 buildings with 8 units per building  14 buildings with 7 units per building  <b>130 total units</b>	8 buildings with 4 units per building  <b>32 total townhomes</b>

Option B2 consolidates the number of buildings which creates larger expanses of massing but reduces the unit count.



Figure 7: TAC's Option B2

Option B2 (Open Space Buffer) 126 to 154 units		
	Multi-Unit Dwellings	Townhomes
<b>B2.A</b> <b>28-Foot Height</b> <b>126 total units</b>	8 buildings  7 buildings with 12 units per building  1 building with 10 units per building  <b>94 total units</b>	8 buildings with 4 units per building  <b>32 total townhomes</b>

<b>B2.B</b> <b>35-Foot Height</b> <b>154 total units</b>	8 buildings  7 buildings with 16 units per building  1 building with 10 units per building  <b>122 total units</b>	8 buildings with 4 units per building  <b>32 total townhomes</b>
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Locating the development further up the hillside creates an open space buffer between Park City Heights and the development and may provide more site design flexibility. If this option is pursued, staff recommends the development be clustered to limit impacts to steep slopes and wildlife, that massing be reduced, that grade disturbance be minimized through a site design that is integrated into the steep slopes, and that architectural variation and roof forms appropriate for the steeply sloped site be incorporated to minimize visual impact to the natural hillside

**Clark Ranch Development Background**

In November of 2022, the City published a Request for Proposals (RFPs) to develop affordable housing on a portion of the Clark Ranch property and in February of 2023, the City Council selected Stereotomic to conduct [a Feasibility Study](#) that was published in December of 2023.

In February of 2024, the City published an RFP for a developer and in January of 2025, the City Council selected The Alexander Company (TAC) ([Packet](#), Work Session; [Minutes](#), p. 1).

On September 4, 2025, the City Council provided input on the unit mix and review schedule for the Clark Ranch affordable housing development. The initial schedule outlined action on a proposed rezone and subdivision in November so TAC could apply for a Private Activity Bond with review of the Master Planned Development and Conditional Use Permit in the months to follow ([Packet](#), Old Business Item 1, [Minutes](#); p. 12).

On September 10, 2025, the Planning Commission conducted a site visit. TAC presented a project overview, and the Planning Commission provided input on the subdivision review process ([Packet](#), Item 5.A; [Minutes](#), p. 2).

On September 24, 2025, the Planning Commission conducted a work session with public input on the proposed subdivision ([Packet](#), Item 6.B; [Minutes](#), p. 7). The Planning Commission provided input on the requested subdivision and asked TAC to provide:

- Information on the proposed access road connection from the Frontage Road and the level of disturbance.
- Details on the affordable and market-rate unit mix.

- The level of disturbance proposed for the area reserved as Open Space during construction.
- How the proposed project will be designed to fit the site.
- The location and description of the proposed retention ponds.

On September 29, 2025, TAC requested the Planning Commission continue the initial public hearing scheduled for October 8, 2025 to October 22, 2025. On October 8, 2025, the Planning Commission continued the public hearing to October 22, 2025, and requested the Applicant provide additional information:

- The mix of proposed market-rate and affordable units.
- Affordable units currently under construction or approved for construction ([Packet](#), Item 4.B; [Minutes](#), p. 1).

On October 22, 2025, the Planning Commission reviewed the proposed subdivision, opened a public hearing, and continued the item to November 12, 2025 ([Packet](#), Item 7.C; [Audio](#)). The Planning Commission requested a Subdivision that shows 10 contiguous acres and requested TAC:

- Locate the retention ponds within the 10-acre site.
- Clarify defensible space and the rezone.
- Submit a wildlife habitat assessment by a wildlife consultant to be required as part of the Master Planned Development/Conditional Use Permit.
- Reduce density, mass, and height for a project that is more compatible with surrounding development and suited to the Steep Slopes.
- Improve development compatibility by reducing terracing, benching, and retaining walls, to fit the Steep Slopes of the site.
- Provide details regarding the access road connection on Very Steep Slopes from the Frontage Road.

On November 6, 2025, Staff, in partnership with Utah Open Lands (UOL), presented a conservation easement to City Council that included a 15-acre development carveout to provide flexibility and support feasibility for a potential affordable housing development. City Council continued the item to allow for additional discussion ([Packet](#), Old Business Item 1; [Minutes](#), p. 10).

On November 12, 2025, TAC requested the Planning Commission continue their review of the development to a date uncertain ([Packet](#), Item 5.A; [Minutes](#), p. 2).

On November 18, 2025, during Council Communications, City Council directed that the conservation easement return for consideration before the end of the year and expressed a preference to limit development to 10 acres ([Minutes](#), p. 5).

On December 18, 2025, the City Council approved and adopted the Clark Ranch conservation easement, limiting development to 10 acres. The remaining 5 acres within the carveout will be formally protected once a 10-acre development site is selected. As part of this action, Staff recommended holding a joint work session with the City Council and Planning Commission to discuss development location options and related rezoning

considerations ([Packet](#), Old Business Item 1; [Minutes](#), p. 5).

On December 31, 2025, the Clark Ranch conservation easement was recorded with Summit County ([Entry No. 01245991](#)).

### **Exhibits**

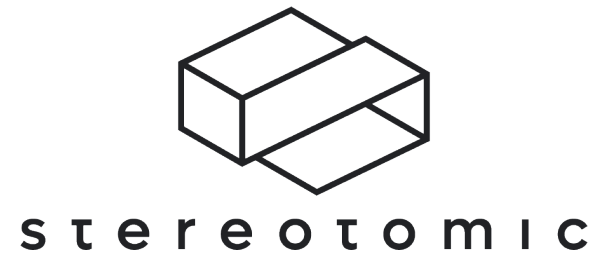
A – DRAFT Site Plans



# OPTION A2

MASSING ORGANIZATION AND CONCEPTUAL LAYOUT  
**CONCEPTUAL: FOR COMPARISON PURPOSES ONLY**

PROJECT OPTIONS		OPTION A2
		NORTHERN POINT
<b>1 Height</b>		
Max Height		35'
<b>2 Unit Counts</b>		
Multi-Family Units		106
Townhomes		32
<b>Total Units</b>		<b>138</b>
<b>3 Unit Count Per Building Type</b>		
MF- 50+ Unit Building		0
MF - 16 Unit Building		6
MF - 12 Unit Building		0
MF - 10 Unit Building		1
MF - 8 Unit Building		0
MF - 7 Unit Building		0
MF - 5 Unit Building		0
TH - 4 Unit Building		8
<b>4 Parking</b>		
Multi-Family		146
Townhome Private Garage		64
<b>Total Parking</b>		<b>210</b>
Parking Ratio		1.52





**OPTION B1**

**MASSING ORGANIZATION AND CONCEPTUAL LAYOUT**  
**CONCEPTUAL: FOR COMPARISON PURPOSES ONLY**

PROJECT OPTIONS	OPTION B1,B	OPTION B1,A
	MID SLOPE OPTIONS	
<b>1 Height</b>		
Max Height	35'	28'
<b>2 Unit Counts</b>		
Multi-Family Units	130	102
Townhomes	32	32
<b>Total Units</b>	<b>162</b>	<b>134</b>
<b>3 Unit Count Per Building Type</b>		
MF - 50+ Unit Building	0	0
MF - 16 Unit Building	0	0
MF - 12 Unit Building	0	0
MF - 10 Unit Building	0	0
MF - 8 Unit Building	4	4
MF - 7 Unit Building	14	0
MF - 5 Unit Building	0	14
TH - 4 Unit Building	8	8
<b>4 Parking</b>		
Multi-Family	174	174
Townhome Private Garage	64	64
<b>Total Parking</b>	<b>238</b>	<b>238</b>
Parking Ratio	1.47	1.78



PROJECT OPTIONS	MID SLOPE OPTIONS	
	OPTION B2B	OPTION B2-A
<b>1</b> Height		
Max Height	35'	28'
<b>2</b> Unit Counts		
Multi-Family Units	122	94
Townhomes	32	32
<b>Total Units</b>	<b>154</b>	<b>126</b>
<b>3</b> Unit Count Per Building Type		
MF- 50+ Unit Building	0	0
MF - 16 Unit Building	7	0
MF - 12 Unit Building	0	7
MF - 10 Unit Building	1	1
MF - 8 Unit Building	0	0
MF - 7 Unit Building	0	0
MF - 5 Unit Building	0	0
TH - 4 Unit Building	8	8
<b>4</b> Parking		
Multi-Family	168	168
Townhome Private Garage	64	64
<b>Total Parking</b>	<b>232</b>	<b>232</b>
Parking Ratio	1.51	1.84

**OPTION B2**

MASSING ORGANIZATION AND CONCEPTUAL LAYOUT  
**CONCEPTUAL: FOR COMPARISON PURPOSES ONLY**

## City Council Staff Report

**Subject:** Citywide Bus Stop Improvement Project Update  
**Author:** Sydney Maves, Senior Transportation Planner  
Anna Maki, Transportation Planner  
Steven Dennis, Capital Projects Manager  
Julia Collins, Transportation Planning Department Manager  
**Department:** Transportation Planning  
**Date:** February 3, 2026



### Recommendation

City Council is asked to consider the options outlined at the end of this report and provide direction on how to address the funding gap that has emerged as the project has advanced through design.

Specifically, Council direction is requested on whether to proceed with a reduced project scope to remain within the approved budget or to pursue additional funding strategies to maintain the full project scope, including the multi-use pathways.

Staff recommends Option 2, as it strikes a balance between fiscal responsibility and project objectives by allowing construction of the Little Kate multi-use pathway, which is part of the Safe Routes to School network.

### Executive Summary

This staff report provides a comprehensive update on Park City's multi-year Bus Stop Improvement Project, a citywide initiative to enhance transit accessibility, safety, and first- and last-mile connections to transit. The project includes ADA-compliant upgrades to 83 bus stops, new shelters and amenities, sidewalk repairs, intersection and crosswalk safety improvements, and the addition of multi-use pathways for bicyclists and pedestrians along key corridors. More than 85% of the project's costs are funded through federal, state, and county grants. Phase 1 construction was completed in 2024. Planning, design, easement coordination, community engagement, and public art integration for the remaining phases occurred throughout 2025 and into early 2026. Construction for the remaining phases is anticipated in 2026 and 2027. We plan to return to the City Council in March to seek approval for the construction agreement.

As planning, design, and engineering work has progressed, we identified a funding gap that requires City Council direction. The funding gap emerged as design progressed and the project scope expanded to take advantage of available federal funding, allowing for the inclusion of multi-use pathways and traffic-calming features that enhance overall project outcomes. We have outlined potential next steps for Council's consideration.

### Bus Stop Improvement Background

During the development of the [Short-Range Transit Plan \(SRTP\)](#) and [Park City Forward](#), the City’s comprehensive Long-Range Transportation Plan, a recurring theme from community feedback was the need to improve bus stops throughout Park City. This input drove successful efforts to secure federal, state, and county grant funding and informed a comprehensive, phased approach to redesigning and constructing enhanced bus stops and first- and last-mile connections to transit across the community.

This combination of federal, state, and county funding sources is being used to cover over 85% of the total project costs for the multi-year initiative to improve 83 bus stops throughout the community. The [2018 Bus Stop Inventory and Accessibility Study](#) was conducted to assess and score the condition of all bus stops in Park City for compliance with the Americans with Disabilities Act (ADA). The composite score from the analysis included assessments of existing amenities, sidewalks, transit ridership, accessibility, and the grading of each stop. Bus stop prioritization for this project was also informed by an assessment of project readiness and engineering feasibility. Locations with anticipated future development were excluded to enable more effective coordination at a later date.

Research has found that bus stop infrastructure, amenities, and bike and pedestrian facilities that connect to them can enhance the customer’s waiting experience and increase ridership. This project will install ADA-compliant concrete landing pads and a range of transit amenities at bus stops throughout the community, including shelters of various sizes, benches, digital signage, trash receptacles, ski racks, and bike racks. In addition to bus stop upgrades, the project includes sidewalk repairs and targeted infrastructure improvements to support more efficient transit operations. The scope of work also addresses gaps and insufficiencies in the pedestrian and bicycle network and incorporates traffic calming measures and crosswalk enhancements to improve safety for all users. Together, these items will create a more accessible, user-friendly transit system, encourage greater transit use, reduce traffic congestion, and provide a more consistent, predictable operating environment for our transit operators.

The table below shows the number of bus stops we plan to improve by neighborhood. Phase 1 was completed in summer 2024 and included upgrades to 18 bus stops, with new shelters installed at nine of those locations (**Exhibit A**). Planning, design, and stakeholder outreach for the remaining 65 bus stops began in 2025, with construction scheduled for 2026 and 2027.

<b>Neighborhood</b>	<b>Count of Stops Planned for Improvements</b>
Bonanza Park	6
Lower Deer Valley	2
Old Town	15
Park Meadows	25
Prospector	11
Resort Center	6

Thaynes	1
Upper Deer Valley	17
<b>Total Stops</b>	<b>83</b>

## **Bike and Pedestrian Infrastructure Background**

The Long-Range Transportation Plan ([Park City Forward](#)) and Bicycle and Pedestrian Plan ([BPP](#)) identified the need to prioritize bicyclists and pedestrians and established a 'High-Comfort' network throughout the City. This high-comfort network provides facilities that are safe for all ages and abilities and are often separated from traffic. The City has also progressed with intersection safety improvements for bikes and pedestrians, including new standards for high-visibility crosswalk striping and new Crosswalk Treatment Guidelines, which will be included in the Engineering Standards and Specifications. We incorporated bicycle and pedestrian enhancements into the citywide bus stop improvement project because first- and last-mile improvements are eligible for the federal funding already awarded.

Both Monitor Drive and Little Kate Road were identified in the BPP as high-comfort corridors. Their existing facilities (striped, 4-5-foot-wide bike lanes) were determined to be insufficient for 'all ages and abilities' based on vehicle speeds and volumes. As part of this project, we reviewed a series of alternatives for both facilities, which included buffered bike lanes, a cycle track and sidewalk, and a multi-use pathway.

Following coordination with neighborhood liaisons, community feedback received at the Fall 2025 Transportation Projects Open House, and additional engineering analysis, we determined that a 12-foot-wide multi-use pathway on both Monitor Drive and Little Kate Road best balances right-of-way constraints, project costs, and the City's high-comfort design objectives. Due to space limitations, the proposed multi-use pathway would extend from the back of the existing sidewalk into the roadway, resulting in the removal of the existing bike lanes and narrowing the vehicle travel lanes. Bicyclists may choose to use the multi-use pathway or continue riding in the roadway, depending on comfort level. The narrower roadway is also expected to help reduce vehicle speeds along the corridor.

See **Exhibit B** for cross-sections of both the Little Kate and Monitor designs.

Additional bicycle and pedestrian safety updates included in the bus stop project will be intersection improvements and sidewalk connections. A total of 48 crosswalks throughout the city near or adjacent to transit stops will receive safety improvements, including ADA-compliant upgrades and physical features that enhance pedestrian visibility and reduce vehicle speeds. Examples of this include rectangular rapid flashing beacons, curb extensions, and raised crosswalks.

## **Previous Council Meetings**

- **February 2020:** Park City finalized a Bus Stop Improvement and Accessibility Study to survey bus stops and evaluate existing conditions and applicable ADA criteria.
- **September 2022:** From the Bus Stop Improvement and Accessibility Study, we advanced 11 bus stops through concept design. Subsequently, competitive grant funding was secured to support the complete design and construction of a minimum of 72 additional stops.
- **April 2023:** City Council approved a Design Professional Services Agreement (DPSA) with a third party to lead federal compliance, construction project management, and design work.
- **December 2023:** Project update to City Council summarizing public engagement efforts.
- **March 2024:** City Council approved a DPSA with a fabricator to deliver 20 new bus stop shelters for the project.
- **April 2024:** City Council approved a construction agreement with a contractor to improve 18 bus stops (Phase 1 – 2024).
- **November 2024:** City Council approved a DPSA to establish a new third party as the federal compliance and design lead for the remaining 66 (Phase 2 & 3 – 2026 & 2027) bus stop locations.
- **July 2025:** City Council approved an amendment to the fabricator DPSA, increasing the scope of service to include more shelters and field installation for 28 of the 66 remaining stops that will receive shelters.
- **August 2025:** Project update to City Council, which identified progress to date, upcoming design and construction phases, planned amenities and first/last-mile improvements, public art integration, funding sources, and the timeline for upcoming community engagement.

## **Project Update**

### Coordination with the Public Art Advisory Board

We are actively coordinating and collaborating with the Public Art Advisory Board (PAAB) to incorporate public art at bus stops. After the 2024 construction season, public art was added to the back panels of eight new shelters, celebrating local artists and highlighting the region’s natural landscapes and cultural identities (**Exhibit C**). Pieces also incorporate the bus route color palette, creating a cohesive look and feel that reflects the vibrancy of our community. The PAAB recently updated its Strategic Plan and will continue to prioritize installing artwork on shelters as part of the citywide bus stop improvement project. A Request for Proposals (RFP) is currently underway to commission artwork for the back panels of bus shelters that will be installed as part of the next construction phase. Artist selection is anticipated in spring 2026, with artwork installation beginning in summer 2026.

### Community Engagement

Following completion of the 60% design milestone, we initiated a comprehensive community outreach effort to re-engage neighborhood liaisons who contributed design input during Phase 1 of the project and to broaden dialogue with the surrounding community. The Fall Transportation Planning Open House, held on October 14, 2025, provided residents with an opportunity to learn more about the proposed bus stop and active transportation improvements and to share feedback with the project team.

Throughout the fall and winter, we further expanded outreach to individual property owners and homeowner associations (HOAs) located adjacent to the proposed improvements. This engagement has focused on properties where easements may be required and has included illustrating the planned improvements near each property, addressing questions and concerns, and discussing potential easement needs. Feedback from these meetings is being used to inform and refine the final design of the bus stop and active transportation improvements planned for implementation. While we have received substantial positive feedback, we have also engaged with property owners who have questions or concerns regarding the necessity of certain improvements and the potential impacts on their properties.

Overall, sentiment toward bus stops has been positive, though there has been some hesitancy about the size of bus stop pads and potential impacts on views. Feedback on the proposed multi-use pathways has been more mixed. Common concerns focus on potential conflicts between pedestrians and bicyclists, particularly e-bikes, driven in part by the mixing of higher-speed bicycle travel with pedestrians in neighborhood settings. If Council chooses to advance the project, steps to mitigate these concerns will include signage, education, and policy discussions related to managing speeds on neighborhood pathways. In addition, as the pathways will be adjacent to both Monitor and Little Kate, higher-speed cyclists are encouraged to ride in the roadway. Residents who support the pathway improvements have expressed enthusiasm for a wider, safer facility that allows families to walk and bike while being separated from vehicle traffic. This support has been particularly prevalent along Little Kate Road, as it is one of the main access points to the Park City Municipal Athletic & Recreation Center (PC MARC) and schools. Some resident feedback for Monitor has indicated a preference for prioritizing other locations for bike and pedestrian improvements.

Due to the size and scope of this project, we are seeking both Temporary Construction Easements (TCEs) and Perpetual Easements (PEs). TCEs are short-term easements that allow construction crews to temporarily access adjacent private property during construction. These easements enable the safe and efficient installation of infrastructure, allow new improvements to integrate more seamlessly with existing grades and landscaping, and provide the City with the authority and responsibility to restore impacted areas to their original condition once construction is complete.

In limited locations, PEs are required when existing bus stop infrastructure is outside the public right-of-way, or when new bus stop amenities must be placed outside the public right-of-way due to constrained space within the roadway corridor. In most cases, we are seeking PEs where current bus stop amenities exist today. These PEs will

document the City’s long-term responsibility to maintain the transit amenities. These are non-exclusive easements, meaning property owners retain full ownership and may continue to use and improve the area, provided the improvements do not interfere with the bus stop's function, access, or maintenance.

We are currently drafting TCE and PE offer letter packages to send out to affected property owners. We are working with willing property owners, but if the City is unable to secure easements on non-City-owned parcels, our intent is to design around the property limitations.

	<b>Ownership</b>	<b>Number of Parcels</b>	<b>Average Square Footage</b>
<b>TCE</b>	Park City Municipal Corporation Property	15	1,370
	Park City Redevelopment Agency	3	730
	Other Properties	61	690
<b>PE</b>	Park City Municipal Corporation Property	5	3,620
	Park City Redevelopment Agency	1	160
	Other Properties	8	400

Funding

The project budget has evolved since the first grant award in 2019, most notably with a large expansion in the number of bus stops slated for improvement with a 2023 award of \$7.4M in competitive federal grant funding. As the design of the 83 bus stops has progressed, we have been opportunistic in adding improvements to further advance the adopted transportation initiatives and leverage the external funding. To date, Park City has been awarded nearly \$15M in grant funding, which comprises 85% of the current project budget. Because this project spans multiple years, the budget also accounts for inflationary factors, including rising supply and labor costs and competition for vendors. The table below reflects currently awarded/budgeted amounts.

<b>Funding Source</b>	<b>Amount</b>	<b>Percentage</b>
Federal	\$12,001,135	69%
State	\$420,000	2%
County	\$2,400,000*	14%
PCMC	\$2,174,262	12%
ENG0385 (Park Ave)	\$500,000	3%
<b>Current Total</b>	<b>\$17,495,397</b>	<b>100%</b>

\*Includes an additional \$1,500,000 grant approved by the County Council and will be presented in the Park City FY27 budget.

The following table provides a current snapshot of approved and anticipated contracts, actuals spent to date, and estimated remaining costs. Based on a third-party cost estimate, we believe we will have a funding gap and are seeking direction on which funding strategy to pursue to close it. Once the project goes out to construction bidding later this month, the magnitude of the funding gap will be clearer. At this time, we are not asking for a formal budget amendment, but are presenting options for Council to consider as we enter the budget season and finalize the project approach. On a separate but related note, we have applied for \$6,000,000 in funding through the UDOT Transit Transportation Investment Fund (TTIF) Program. Awards notifications could be as soon as May 2026 and may render the options outlined below moot.

<b>Scope of Work</b>	<b>Approved Contract Value</b>	<b>Actuals</b>	<b>Status</b>
Phase 1 Design	\$1,287,501	\$1,212,337	Complete
Phase 1 Construction	\$630,175	\$626,920	Complete
Phase 2&3 Design	\$2,700,000	\$1,248,891	~\$710,000 remaining for design and \$690,000 for construction compliance
Phase 2&3 Construction	Estimated to be \$12,954,530		Advertise in mid-February
Amenities	\$1,896,115	\$259,955	\$1,638,160 remaining for shelters in Phases 2&3
<b>Total Estimate</b>		<b>\$19,338,793</b>	

## **Project Next Steps**

### Community Engagement

Engagement for the bus stop, bicycle, and pedestrian improvements will build on the ongoing coordination with residents and HOAs. We will continue to share project information and discuss design details with community groups that may be affected, both directly and indirectly. Additional targeted outreach is planned for the Park Meadows area to help mitigate anticipated impacts associated with the Monitor and Little Kate pathway improvements. This outreach will include a Community Meeting on February 24<sup>th</sup>, additional targeted outreach to Park Meadows residents, opportunities to meet with HOAs, direct mailings with project updates, a monthly project newsletter during construction, and on-site signage.

Through the winter, we will continue to meet directly with residents who are most immediately affected by the project, as well as with individuals who reach out to the team via the project's email address ([BusStopComments@parkcity.gov](mailto:BusStopComments@parkcity.gov)). We will send easement offer letters, including an offer of payment based on market assessment, and easement agreements to affected property owners via certified mail this winter.

As the project approaches the construction season, we will conduct an additional outreach effort to re-engage affected property owners and the broader community. This outreach will continue throughout construction to provide updates, share schedules, and respond to questions or concerns as work progresses.

### Construction Contract

We will return to City Council in March for approval of a construction agreement. We are pursuing a two-prong strategy for the construction timeline. Option A is to construct the remaining 65 stops and bicycle pedestrian improvements in 2026. Option B is to bifurcate the project into two construction seasons, 2026 and 2027, by neighborhood. Contractors will be required to propose both options so we can evaluate and recommend the preferred strategy to the Council. Also on March 19<sup>th</sup>, we will ask the Park City Redevelopment Agency to grant the City three easements (three different parcels) for construction, operations, and maintenance of a bus stop.

### Closing the Funding Gap

We have identified an estimated \$3M funding gap. We have carefully evaluated available options to ensure the City remains a responsible steward of public funds and does not exceed the approved project budget. The federal funding secured for this project is not reprogrammable; therefore, our priority is to advance core bus stop infrastructure and amenity improvements throughout the community. Because the multi-use pathways along Little Kate and Monitor rely in part on \$1.5M in Transportation Sales Tax (TST) funding, these pathway improvements, or a portion of them, could be scaled back or deferred to keep the project within budget.

Council direction is requested on how to proceed, given the current funding gap.

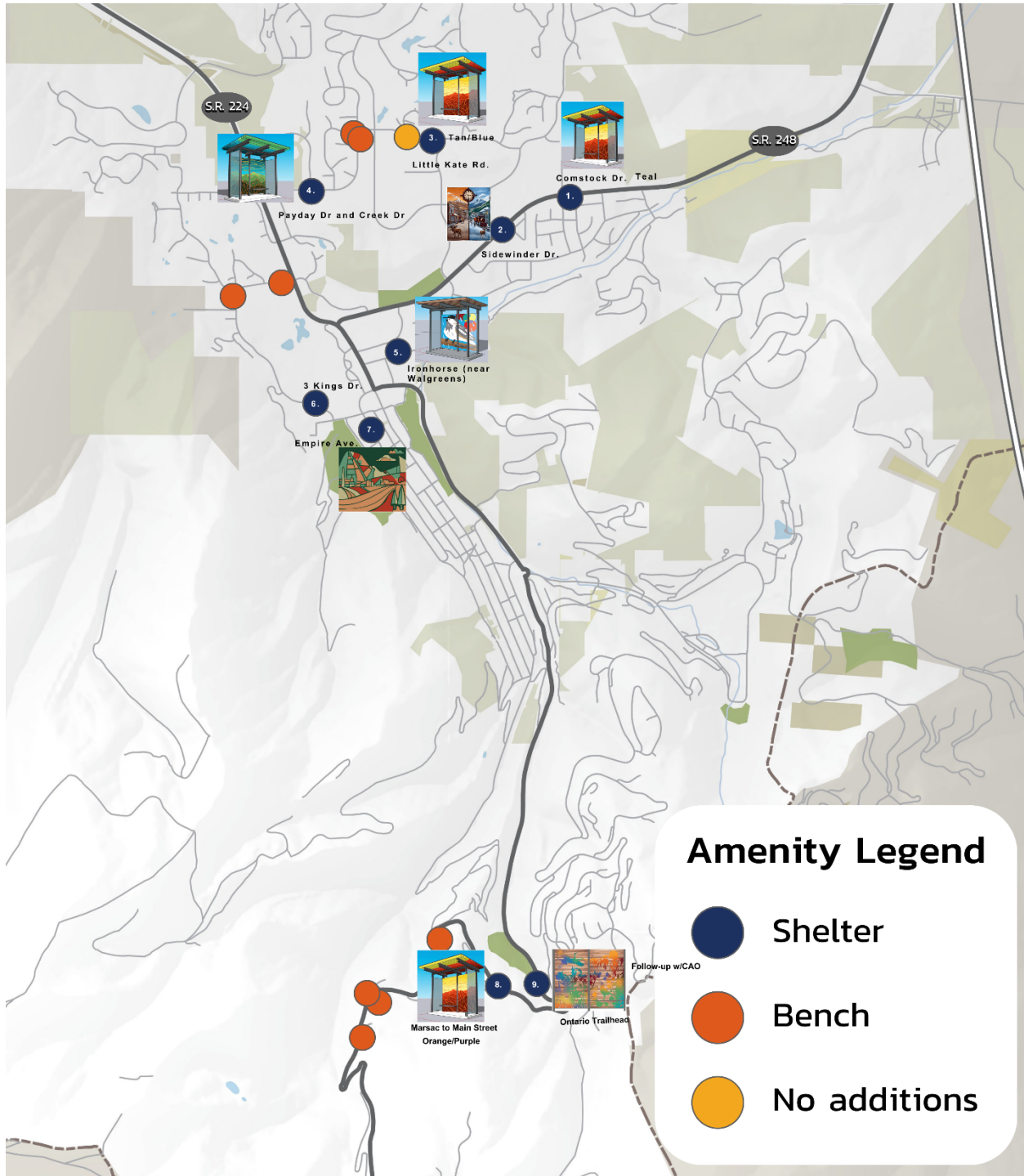
#### **Option 1: Reduce project scope by eliminating both multi-use pathways.**

Eliminating both the Little Kate and Monitor multi-use pathways, together estimated at approximately \$6.2M, would fully close the funding gap. In the event that a funding surplus arose with this option, we could reprogram the flexible dollars, including a \$1.5M fungible grant to other priorities, while maintaining the minimum 20% local match required for the federal grant. Under this option, there is some risk that previously awarded grant funds may remain unused. This option shows conservative fiscal stewardship of the funds. If the City decided to pursue these pathways in a few years, costs would be higher due to construction cost increases and complexities introduced by the new federal assets along the corridor.

**Option 2: Keep some active transportation improvements, and reduce project scope by eliminating the Monitor multi-use pathway.** Each multi-use pathway is estimated to cost approximately \$3.1M. Eliminating the Monitor pathway while retaining the Little Kate pathway would bring the project within the approved budget. This option would also provide flexibility to address potential construction cost overruns through contingency, and if construction runs under budget, we could reprogram excess funds.

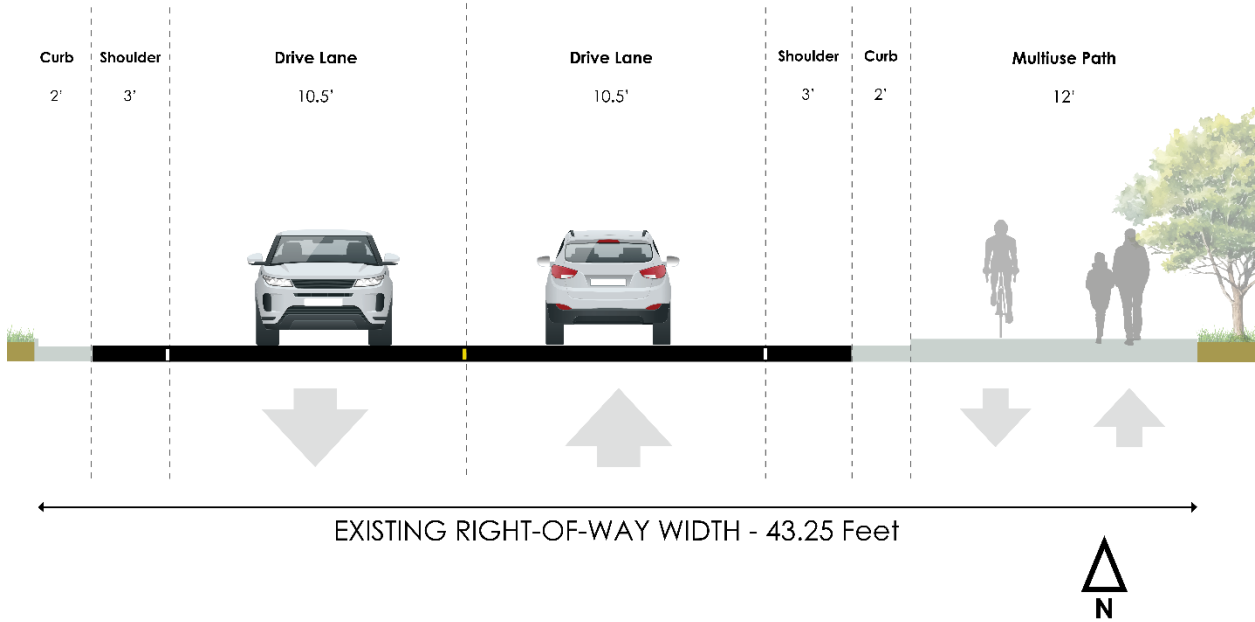
**Option 3: Maintain the full project scope and pursue additional funding.** If City Council directs us to proceed with both multi-use pathways as currently proposed, approximately \$3M in additional funding would be needed to close the identified gap. This funding could be addressed through a combination of grant opportunities, including TIF funding if our application is successful, and reprogramming of funds through the FY27 budget process. Prioritizing the expenditure of bond proceeds helps us to remain compliant with federal arbitrage regulations and demonstrates proactive stewardship of public resources. If this option is selected, we would conduct further analysis to identify recommended funding strategies and return to City Council with possible funding options.

# Exhibit A – Phase 1 Bus Stop Improvements

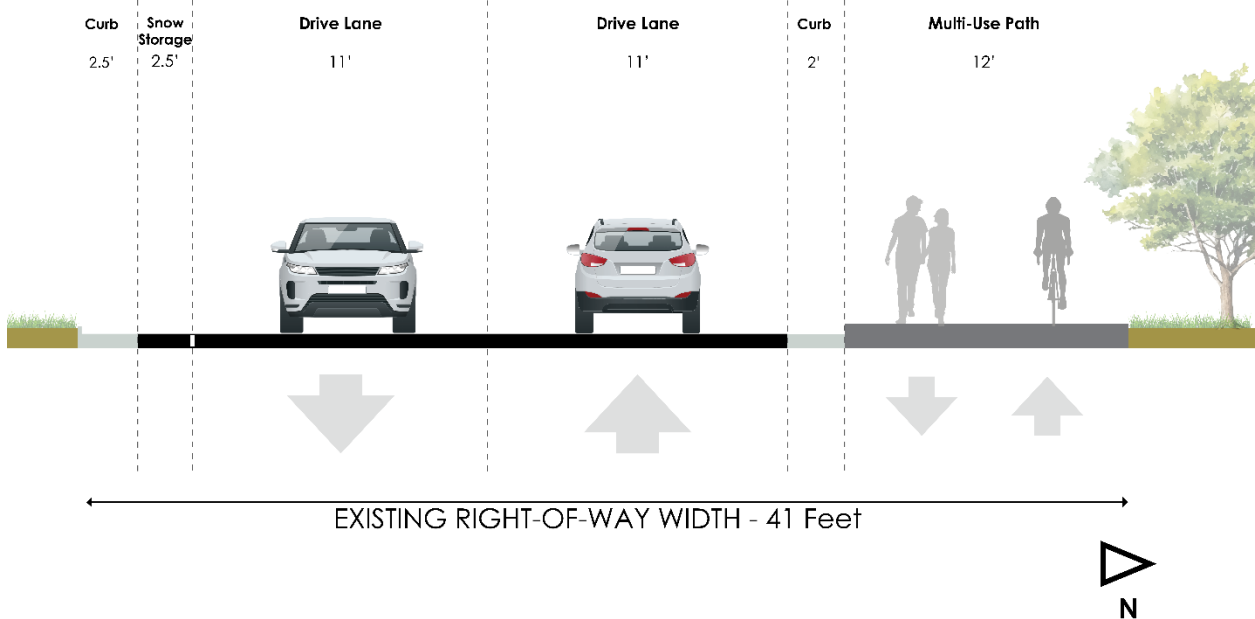


# Exhibit A

## MONITOR DRIVE - Buffer



## LITTLE KATE



**Example 1:** Creekside Park (Stop ID: 30740)

Artist: Elizabeth Walsh

Location: Holiday Ranch Loop Road



**Example 2:** Treasure Mountain – O (Stop ID: 50110)

Artist: Elizabeth Walsh

Location: Kearns Boulevard/SR-224 & Comstock Drive



**Example 3:** High School – O (Stop ID: 50100)

Artist: Heather Olson

Location: Kearns Boulevard/SR-248 & Cooke Drive



# City Council Staff Report



**Subject:** Land Management Code Amendments  
Public Transit Amenity Areas  
**Application:** PL-25-06762  
**Authors:** Jaron Ehlers, Planner I  
Alec Barton, Senior Planner  
**Date:** February 3, 2026

## Recommendation

(I) Review the proposed amendments to the Land Management Code (LMC) to allow limited Public Transit Amenity Area improvements within Front Setbacks to facilitate improvements to existing bus stops and to establish an Administrative Permit process with site design and landscaping requirements, (II) conduct a public hearing, and (III) consider adopting Ordinance No. 2026-03 (Exhibit A).

## Description

**Applicant:** Engineering Department

**Zoning Districts:** Historic Residential-Medium Density (HRM)  
Historic Recreation Commercial (HRC)  
Estate (E)  
Residential Development (RD)  
Recreation Commercial (RC)

**Code Sections Amended:**

**Historic Residential-Medium Density**  
15-2.4-2 *Uses*  
15-2.4-3 *Lot And Site Requirements*

**Historic Recreation Commercial**  
15-2.5-2 *Uses*  
15-2.5-3 *Lot And Site Requirements*

**Estate**  
15-2.10-2 *Uses*  
15-2.10-3 *Lot And Site Requirements*

**Residential Development**  
15-2.13-2 *Uses*  
15-2.13-3 *Lot And Site Requirements*

**Recreation Commercial**  
15-2.16-2 *Uses*  
15-2.16-3 *Lot And Site Requirements*

## Supplemental Regulations 15-4-24 Public Transit Amenity Areas

Reason for Review: The Planning Commission holds a public hearing and forwards a recommendation to the City Council regarding Land Management Code Amendments. The City Council holds a public hearing and takes Final Action.<sup>1</sup>

ECPO	Entry Corridor Protection Overlay
E	Estate
FPZ	Frontage Protection Zone
GC	General Commercial
HRC	Historic Recreation Commercial
HRM	Historic Residential-Medium Density
LI	Light Industrial
LMC	Land Management Code
RC	Recreation Commercial
RD	Residential Development
ROW	Right-of-Way

*Terms that are capitalized as proper nouns throughout this staff report are defined in LMC [§ 15-15-1](#).*

### **Background**

Park City is using federal, state, and county grants to enhance access to transit and add amenities at 84 bus stops by December 2027. [These improvements](#)—collectively known as the [Bus Stop Improvement Project](#)—are occurring on a four-year timeline:

### **Completed**

**2024** – Constructed 18 bus stops, including nine with shelters, and amenities including benches and trash cans at select stops.

**2025** – Planned and designed 66 bus stops to be constructed in 2026-27.

### **In-Progress**

**2026** – Construct 46 bus stops, including 15 with shelters, and amenities including bike racks, ski racks, and trash cans at select stops.

**2027** – Construct 20 bus stops, including six with shelters, and amenities including bike racks, ski racks, and trash cans at select stops.

During the next phase of construction, 10 bus shelters are proposed in nine locations that are partially or fully outside of the Right-of-Way (ROW) and are subject to the regulations of the Land Management Code (LMC). Four of these shelters are on City and School District property. The remaining six shelters are proposed for locations that do not have existing transit easements.<sup>2</sup>

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<sup>1</sup> LMC [§ 15-1-7](#)

<sup>2</sup> A November 1981 Agreement between Park City Depot Corporation, Sweeney Land Company,

Seven of the shelters are proposed within the Front Setback in Zoning Districts where Public Transit Amenity Areas are not an allowed exception:

Bus Stop ID	Location	Parcel ID	Setback Issue / Zone
20080	PC MARC	PCRCS-1-X	Yes (RD)
15070	PC High School North	PCA-2-2300-X	No (ROS, FPZ) <sup>4</sup>
15060	Learning Center	PCA-2-2300-X	No (ROS, FPZ) <sup>4</sup>
50040	Bonanza at Rail Trail	SA-UP-X	Yes (Estate)
1615	All Seasons Condos	<sup>2</sup>	Yes (RD)
1485	Silver King Condos	<sup>3</sup>	Yes (RC)
1250	Library East	SA-372-X	Yes (HRM)
777	Town Lift East <sup>1</sup>	CWST-B4	Yes (HRC)
90070	Montage	HRECRC-LOT C	No (RD; well outside of setbacks)

**NOTES**

<sup>1</sup> Town Lift East includes two proposed bus shelters on either side of Park Avenue (see Attachment 1)

<sup>2</sup> Common area from plat

<sup>3</sup> Convertible land from plat

<sup>4</sup> The proposed bus shelters are in the Frontage Protection Zone (FPZ). Pursuant to LMC [Section 15-2.20-4\(D\)](#), essential public facilities including bus shelters are allowed in the FPZ with approval of an Administrative Permit or Administrative Conditional Use Permit.

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Tramway Properties, and Greater Park City Company envisions a bus turnout area on Park Avenue adjacent to Town Lift Plaza (Summit County Recorder Entry No. [464277](#), Exhibit D). The identified turnout area was near the approximate location of the proposed bus shelter at Town Lift Plaza today. On October 12, 1983, the Planning Commission approved a Conditional Use Permit (CUP) for the ski lift at Town Lift Plaza. A staff report and minutes associated with the approval mention “bus drop-offs” to be provided. However, the specific locations of bus drop-off areas are not identified or conditioned in the approval.



Figure 1: Locations of proposed bus shelters in Old Town, Resort Center, Bonanza Park, and the MARC (left) and the Montage in Upper Deer Valley (inset).

On April 10, 2024, the Planning Commission unanimously forwarded a positive recommendation to the City Council to amend the LMC to:

- Define *Public Transit Amenity Area*;
- Create LMC [Section 15-4-24](#) establishing an administrative permit and criteria; and
- Update LMC Chapters 15-2.4, 15-2.5, 15-2.6, 15-2.16, 15-2.19, and 15-2.20 to include Public Transit Amenity Areas as Allowed Uses and Front Setback exceptions in the HRM, HRC, Historic Commercial Business (HCB), General Commercial (GC), and Light Industrial (LI) Zoning Districts and the Frontage Protection Zone (FPZ) and Entry Corridor Protection Overlay (ECPO) ([Packet](#), Item 6.G; [Minutes](#), p. 30).

On May 16, 2024, the City Council reviewed the recommended amendments and:

- Expressed concerns about allowing Public Transit Amenity Areas in several proposed Zoning Districts; and,
- Questioned the 20-foot height proposed for Public Transit Amenity Areas; ([Packet](#), Item VII.4; [Minutes](#), p. 13).

Ultimately, the City Council adopted Ordinance No. [2024-09](#), limiting Public Transit Amenity Areas to the GC Zoning District and FPZ and ECPO Overlays, and establishing a definition and review criteria.

On October 17, 2025, the Engineering Department submitted an analysis request to the Planning team concerning proposed work on bus shelters outside the ROW. The Planning team determined updates to the LMC are necessary to allow bus shelters within Front Setbacks on private property in the HRM, HRC, E, RD, and RC Zoning Districts.

The Planning team reviewed the City Council's concerns and updated the draft code to limit the locations where Public Amenity Areas may be constructed and reduce the allowable Height from 20 to 12 feet. On December 10, 2025, the Planning Commission unanimously forwarded a positive recommendation to the City Council to consider updates to the LMC to allow Public Transit Amenity Areas within Front Setbacks to facilitate improvements to existing bus stops, and to establish an Administrative Permit process with site design and landscaping requirements ([Agenda](#), Item 5.E; [Minutes](#), p. 26). The recommended updates:

- Limit the height of Public Transit Amenity Areas outside the GC Zoning District to 12 feet. Within the GC Zoning District, electric bus charging infrastructure may be up to 20 feet in height;
- Permit Public Transit Amenity Areas as an Allowed Use and Front Setback exception in limited locations in the Zoning Districts where planned upgrades to bus shelters include work outside the public ROW; and,
- Allow public art displays approved by the Public Art Advisory Board as a height exception up to four feet from the highest point of a bus shelter.

The Planning Commission also recommends the City Council discuss the proposed four-foot height allowance for public art to determine if this is appropriate since the City Council's initial concerns were regarding the overall height of bus shelters.

Public Transit Amenity Areas require an administrative permit in the GC Zoning District. The proposed code amendments extend this requirement to the additional Zoning Districts where Public Transit Amenity Areas are a proposed Use and Front Setback exception. The administrative permit process gives local districts and City Departments an opportunity to review projects and confirm compliance with their standards.

## Analysis

**(l) The Planning Commission unanimously recommends Land Management Code amendments to allow Public Transit Amenity Area improvements within Front Setbacks to facilitate improvements to existing bus stops and to establish an Administrative Permit process with site design and landscaping requirements.**

**(a) The proposed Land Management Code amendments accomplish the General Plan’s goals by helping improve the transit network as well as the recommended Action to accomplish the improvements to the local bus stops by the end of 2026.**

The Mission Statement of the [General Plan \(p. 5\)](#) states “[w]e will not increase our road network and look at creative-multimodal solutions to address traffic and mobility.” Transportation is also one of the themes of the [General Plan \(p. 6\)](#), with Transportation Strategy 2B to “[b]uild on the Short-Range Transit Plan and Park City Forward to expand the transit network, increase transit frequency and improve regional connections” ([General Plan \(p. 10\)](#)). One of the recommended Actions is to “[c]omplete planned upgrades for local bus stops with improved amenities and accessibility features, including relevant route information, by 2026 and begin planning for the next round of improvements starting in 2026” ([General Plan Appendix \(p. 17\)](#)). The proposed LMC amendments further this Action and the broader General Plan as they will allow for the installation of upgraded bus shelters, which are otherwise prohibited outside the ROW in most Zoning Districts.

**(b) The proposed updates to the Land Management Code allow Public Transit Amenity Areas as a Use and Front Setback exception in five Zoning Districts and update the requirements for Public Transit Amenity Areas in LMC Section 15-4-24.**

The LMC implements the goals and policies of the General Plan.<sup>3</sup> One of the purposes of the General Plan is to “provide for well-planned commercial and residential centers, **safe and efficient traffic and pedestrian circulation**, preservation of night skies and efficient delivery of municipal services” (emphasis added).

### Update the Uses and Front Setback Exceptions

The Planning Commission recommends updating the LMC to include “Public Transit Amenity Area” as an Allowed Use subject to an administrative permit in the HRM, HRC, E, RD, and RC Zoning Districts. Because Public Transit Amenity Areas are intended only on streets with active transit routes, staff recommends limiting where Public Transit Amenity Areas may be allowed:

- In the HRM, HRC, RD, and RC Zoning Districts, new language states, “[l]imited to streets currently served by Park City Transit, identified in the Short-Range Transit Plan for future service, or as approved by the Transportation Director” (lines 17-19, 127-129, 351-353, and 523-525).

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<sup>3</sup> LMC [Section 15-1-2](#)

- Only one parcel in the E Zoning District requires a bus shelter on private property. This parcel is located on the east side of Bonanza Drive, adjacent to the Rail Trail. Because this is an outlier in the E Zoning District (see Figure 2), new language is recommended: “Limited to Parcel SA-UP-X” (line 258).

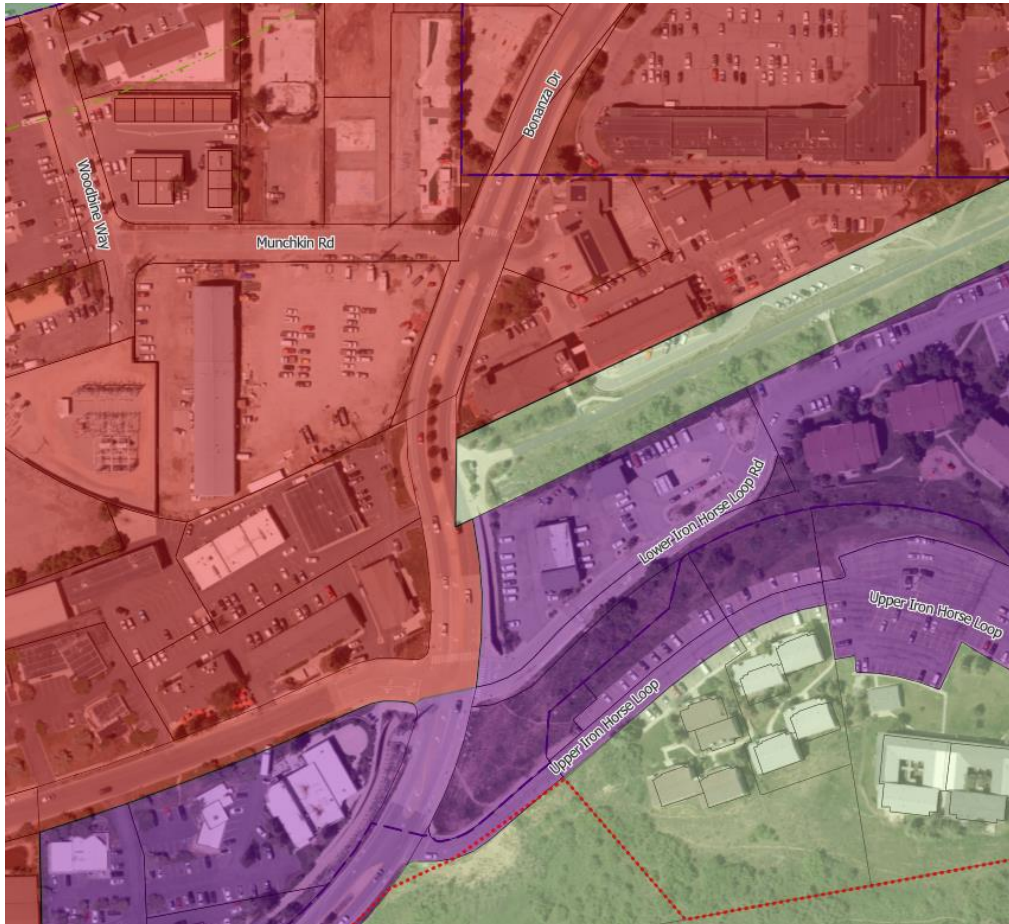


Figure 2: A bus shelter is proposed in the area zoned E (yellow) adjacent to the Rail Trail.

The Planning Commission also recommends updating the LMC to allow Public Transit Amenity Areas as Front Setback exceptions in the HRM, HRC, E, RD, and RC Zoning Districts (lines 100-102, 236-238, 330, 495-497, and 630-632). Public Transit Amenity Areas within Front Setbacks are limited to streets currently served by Park City Transit, identified for future service in the Short-Range Transit Plan, or as approved by the Transportation Director, except in the E Zoning District where they are limited to Parcel SA-UP-X.

### **Public Transit Amenity Areas**

The proposed amendments to LMC [§ 15-4-24](#) consist of:

- Updating the first paragraph to include all proposed Zoning Districts where Public Transit Amenity Areas are Allowed Uses subject to an administrative permit (lines 635-636).

- The Transportation Planning Department recommends removing the requirement for trash and recycling for Public Transit Amenity Areas (line 663). Criteria 3 now states, “Trash and recycling, if provided, shall be screened from neighboring properties and the Right-of-Way” (lines 664-665).
- Changing review criteria 6 to reduce the allowed Height from Existing Grade from 20 to 12 feet, which is the height of the proposed bus shelters (lines 668-669). There are two proposed exceptions:
  - Overhead electric bus charging infrastructure is allowed in the GC Zoning District only and shall not exceed 20 feet in Height from Existing Grade (lines 670-672).
  - Public Art displays as approved by the Public Art Advisory Board, not to exceed four feet in Height from the highest point of the bus shelter (lines 673-675) in any Zoning District where Public Transit Amenity Areas are an Allowed Use and Front Setback Exception. Contracts for public art are reviewed and authorized by the City Council.
- Adding review criteria 9 to clarify that Public Transit Amenity Areas must comply with the Landscaping Code in LMC [§ 15-5-5\(N\)](#) for all non-impervious surfaces (lines 680-682).

### **Department Review**

The Planning Department, Executive Department, and City Attorney’s Office reviewed this report.

### **Notice**

LMC [§ 15-1-21](#) requires the City to post and publish notice for LMC amendments that affect multiple Zoning Districts. On January 21, 2026, staff posted and published notice with the *Park Record* and the Utah Public Notice Website.

### **Public Input**

Staff did not receive any public input at the time this report was published.

### **Alternatives**

The City Council may:

- Approve Ordinance No. 2026-03;
- Approve Ordinance No. 2026-03 with revisions;
- Deny Ordinance No. 2026-03; or,
- Request additional information and continue the discussion to a date uncertain.

### **Exhibit**

A: Draft Ordinance

**Ordinance No. 2026-03**

**AN ORDINANCE AMENDING LAND MANAGEMENT CODE CHAPTERS 15-2.4 HISTORIC RESIDENTIAL – MEDIUM DENSITY DISTRICT, 15-2.5 HISTORIC RECREATION COMMERCIAL DISTRICT, 15-2.10 ESTATE DISTRICT, 15-2.13 RESIDENTIAL DEVELOPMENT DISTRICT, 15-2.16 RECREATION COMMERCIAL DISTRICT, AND SECTION 15-4-24 PUBLIC TRANSIT AMENITY AREAS TO ALLOW PUBLIC TRANSIT AMENITY AREAS TO BE CONSTRUCTED AND MAINTAINED IN SETBACKS**

WHEREAS, the Mission Statement of the Park City General Plan states that “We will not increase our road network and look at creative-multimodal solutions to address traffic and mobility;”

WHEREAS, Transportation is one of the themes of the General Plan;

WHEREAS, Transportation Strategy 2B is to “Build on the Short-Range Transit Plan and Park City Forward to expand the transit network, increase transit frequency, and improve regional connections;”

WHEREAS, a recommended Action for Transportation Strategy 2B is to “Complete planned upgrades for local bus stops with improved amenities and accessibility features, including relevant route information, by 2026 and begin planning for the next round of improvements starting in 2026;”

WHEREAS, the Land Management Code implements the goals and policies of the General Plan in part to promote the health, safety, and welfare of the present and future inhabitants, to protect and enhance the vitality of the City’s resort-based economy, to provide for safe and efficient traffic and pedestrian circulation, and to protect the Small Town experience;

WHEREAS, for over 50 years, Park City Transit has provided fare-free, safe, efficient, and reliable public transit for residents and visitors;

WHEREAS, the Land Management Code limits transit installations to the Frontage Protection Zone and General Commercial Zone and does not establish transit equipment, infrastructure, or amenities as an Allowed Use in Zoning Districts encompassing major transit stops;

WHEREAS, these amendments add Public Transit Amenities as an Allowed Use in certain Zoning Districts, and update requirements to construct and maintain a Public Transit Amenity Area;

WHEREAS, on December 10, 2025, the Planning Commission conducted a duly noticed public hearing;

WHEREAS, on December 10, 2025, the Planning Commission unanimously forwarded a positive recommendation for City Council's consideration;

WHEREAS, on February 3, 2026, the City Council conducted a duly noticed public hearing;

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

SECTION 1. AMEND MUNICIPAL CODE OF PARK CITY LAND MANAGEMENT CODE TITLE 15. Municipal Code of Park City Title 15 Land Management Code Chapters 15-2.4, 15-2.5, 15-2.10, 15-2.13, 15-2.16, and Section 15-4-24, as outlined in Attachment 1.

SECTION 2. EFFECTIVE DATE. This Ordinance shall be effective upon publication.

PASSED AND ADOPTED THIS 3<sup>rd</sup> Day of February 2026.

PARK CITY MUNICIPAL CORPORATION

---

Ryan Dickey, Mayor

Attest:

---

City Recorder

Approved as to form:

---

City Attorney's Office

DRAFT

**ATTACHMENT 1**

1 **15-2.4-2 Uses**

2 **A. ALLOWED USES.**

- 3 1. Single Family Dwelling
- 4 2. Duplex Dwelling
- 5 3. Secondary Living Quarters
- 6 4. Lockout Unit<sup>1</sup>
- 7 5. Accessory Apartment<sup>2</sup>
- 8 6. Nightly Rental<sup>3</sup>
- 9 7. Home Occupation
- 10 8. Child Care, In-Home Babysitting
- 11 9. Child Care, Family Group<sup>4</sup>
- 12 10. Accessory Building and Use
- 13 11. Conservation Activity
- 14 12. Agriculture
- 15 13. Parking Area or Structure with four (4) or fewer spaces
- 16 14. Internal Accessory Dwelling Unit<sup>11</sup>
- 17 15. Public Transit Amenity Area, limited to streets currently served by Park
- 18 City Transit, identified in the Short-Range Transit Plan for future service, or
- 19 as approved by the Transportation Director

20 **B. CONDITIONAL USES.**

- 21 1. Triplex Dwelling
- 22 2. Multi-Unit Dwelling

- 23 3. Group Care Facility
- 24 4. Child Care Center<sup>4</sup>
- 25 5. Public and Quasi-Public Institution, Church, and School
- 26 6. Essential Municipal and Public Utility Use, Facility Service, and Structure
- 27 7. Telecommunication Antenna<sup>5</sup>
- 28 8. Satellite Dish, greater than thirty-nine inches (39") in diameter<sup>6</sup>
- 29 9. Bed and Breakfast Inn<sup>7</sup>
- 30 10. Boarding House, Hostel<sup>7</sup>
- 31 11. Hotel, Minor<sup>7</sup>
- 32 12. Office, General<sup>8</sup>
- 33 13. Retail and Service Commercial, Minor<sup>8</sup>
- 34 14. Retail and Service Commercial, personal improvement<sup>8</sup>
- 35 15. Neighborhood Market, without gasoline sales<sup>8</sup>
- 36 16. Cafe, Deli<sup>8</sup>
- 37 17. Café, Outdoor Dining<sup>9</sup>
- 38 18. Parking Area or Structure with five (5) or more spaces
- 39 19. Temporary Improvement<sup>10</sup>
- 40 20. Recreation Facility, Public
- 41 21. Recreation Facility, Private<sup>12</sup>
- 42 22. Outdoor Events<sup>10</sup>
- 43 23. Fences greater than six feet (6') in height from Final Grade<sup>10</sup>
- 44 24. Temporary Structures, excluding yurts.<sup>13</sup>

45 C. **PROHIBITED USES**. Any Use not listed above as an Allowed or Conditional Use  
46 is a prohibited Use.

47 <sup>1</sup>Nightly rental of Lockout Units requires a Conditional Use permit.

48 <sup>2</sup>Requires an Administrative Permit. See Section 15-4-7, Accessory Apartments.

49 <sup>3</sup>Nightly Rentals do not include the Use of dwellings for Commercial Uses.

50 <sup>4</sup>See Section 15-4-9 Child Care and Child Care Facilities. Family Group Child Care and  
51 Child Care Center Uses require an Administrative Conditional Use permit

52 <sup>5</sup>See Section 15-4-14, Telecommunications Facilities.

53 <sup>6</sup>See Section 15-4-13, Placement of Satellite Receiving Antennas.

54 <sup>7</sup>Allowed only in Historic Buildings and/or Structures or historically Compatible  
55 Structures.

56 <sup>8</sup>Allowed only in Historic Buildings and/or Structures.

57 <sup>9</sup>Requires an Administrative Conditional Use permit. Allowed in association with a Café  
58 or Deli.

59 <sup>10</sup>Requires an Administrative or Administrative Conditional Use permit, see Chapter 15-  
60 4.

61 <sup>11</sup>See Section 15-4-7.1, Internal Accessory Dwelling Units. Single-Family Dwellings  
62 designated Significant or Landmark Historic Sites on the Park City Historic Sites  
63 Inventory are subject to an Administrative Conditional Use Permit.

64 <sup>12</sup>See Section 15-4-22, Outdoor Pickleball Courts in Residential Areas.

65 <sup>13</sup>Requires an Administrative Permit. See Section 15-13-10, Standards for Temporary  
66 Structures in Historic Districts.

67

## 68 HISTORY

69 *Adopted by Ord. [00-51](#) on 9/21/2000*

70 *Amended by Ord. [06-69](#) on 10/19/2006*

71 *Amended by Ord. [09-10](#) on 3/5/2009*

72 *Amended by Ord. [15-35](#) on 10/12/2015*

73 *Amended by Ord. [2020-42](#) on 9/17/2020*

74 *Amended by Ord. [2021-38](#) on 9/23/2021*

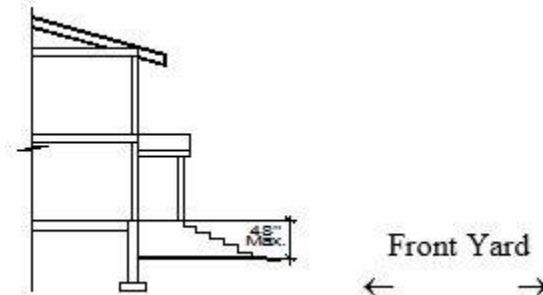
75 Amended by Ord. [2021-51](#) on 12/16/2021  
76 Amended by Ord. [2022-08](#) on 4/28/2022  
77 Amended by Ord. [2024-11](#) on 5/23/2024  
78 Amended by Ord. [2025-11](#) on 6/5/2025

79 **15-2.4-3 Lot And Site Requirements**

80 . . .

81 E. **FRONT SETBACK EXCEPTIONS**. The Front Setback must be open and free of  
82 any Structure except:

- 83 1. Fences, walls, and retaining walls not more than four feet (4') in height, or  
84 as permitted in Section 15-4-2. On Corner Lots, Fences more than three  
85 (3') in height are prohibited within twenty-five feet (25') of the intersection,  
86 at back of curb.
- 87 2. Uncovered steps leading to the Main Building; provided the steps are not  
88 more than four feet (4') in height from Final Grade, not including any  
89 required handrail, and do not cause any danger or hazard to traffic by  
90 obstructing the view of a Street or intersection.



- 91
- 92 3. Decks, porches, and Bay Windows, not more than ten feet (10') wide and  
93 projecting not more than three feet (3') into the Front Setback.
- 94 4. Roof overhangs, eaves, and cornices projecting not more than three feet  
95 (3') into the Front Setback.
- 96 5. Sidewalks, patios, and pathways.

97 6. Driveways leading to a garage or approved Parking Area. No portion of a  
98 Front Yard except for approved driveways and patios, allowed Parking  
99 Areas, and sidewalks may be Hard-Surfaced or graveled.

100 7. Public Transit Amenity Area, limited to streets currently served by Park  
101 City Transit, identified in the Short-Range Transit Plan for future service, or  
102 as approved by the Transportation Director.

103 . . .

104 **15-2.5-2 Uses**

105 Uses in the HRC are limited to the following:

106 A. **ALLOWED USES.**<sup>10</sup>

- 107 1. Single Family Dwelling<sup>5</sup>
- 108 2. Duplex Dwelling<sup>5</sup>
- 109 3. Secondary Living Quarters<sup>5</sup>
- 110 4. Lockout Unit<sup>1,5</sup>
- 111 5. Accessory Apartment<sup>2,5</sup>
- 112 6. Nightly Rental<sup>5</sup>
- 113 7. Home Occupation<sup>5</sup>
- 114 8. Child Care, In-Home Babysitting
- 115 9. Child Care, Family Group<sup>3</sup>
- 116 10. Child Care Center<sup>3</sup>
- 117 11. Accessory Building and Use
- 118 12. Conservation Activity
- 119 13. Agriculture
- 120 14. Bed and Breakfast Inn<sup>4,5</sup>

- 121 15. Boarding House, hostel<sup>5</sup>
- 122 16. Hotel, Minor, fewer than sixteen (16) rooms<sup>5</sup>
- 123 17. Office, General<sup>5</sup>
- 124 18. Parking Area or Structure, with four (4) or fewer spaces<sup>5</sup>
- 125 19. Food Truck Location<sup>11</sup>
- 126 20. Enclosed Mobile Business Location<sup>14</sup>
- 127 21. Public Transit Amenity Area, limited to streets currently served by Park
- 128 City Transit, identified in the Short-Range Transit Plan for future service, or
- 129 as approved by the Transportation Director

130 **B. CONDITIONAL USES**<sup>9, 10</sup>

- 131 1. Triplex Dwelling<sup>5</sup>
- 132 2. Multi-Unit Dwelling<sup>5</sup>
- 133 3. Guest House, on Lots one (1) acre<sup>5</sup>
- 134 4. Group Care Facility<sup>5</sup>
- 135 5. Public and Quasi-Public institution, church, or school
- 136 6. Essential Municipal public utility Use, facility, service, and Structure
- 137 7. Telecommunication Antenna<sup>6</sup>
- 138 8. Satellite dish, greater than thirty-nine inches (39") in diameter<sup>7</sup>
- 139 9. Plant and Nursery stock products and sales
- 140 10. Hotel, Major<sup>5</sup>
- 141 11. Timeshare Projects and Conversions<sup>5</sup>
- 142 12. Private Residence Club Project and Conversion<sup>4,5</sup>
- 143 13. Office, Intensive<sup>5</sup>

- 144 14. Office and clinic, Medical<sup>5</sup>
- 145 15. Financial institution, without drive-up window<sup>8</sup>
- 146 16. Commercial Retail and Service, Minor<sup>8</sup>
- 147 17. Commercial Retail and Service, Personal Improvement<sup>8</sup>
- 148 18. Neighborhood Convenience Commercial, without gasoline sales
- 149 19. Café or Deli<sup>8</sup>
- 150 20. Restaurant, General<sup>8</sup>
- 151 21. Restaurant and Café, outdoor dining<sup>4</sup>
- 152 22. Outdoor Events and Uses<sup>4</sup>
- 153 23. Bar
- 154 24. Parking Area or Structure, with five (5) or more spaces<sup>5</sup>
- 155 25. Temporary Improvement<sup>4</sup>
- 156 26. Passenger Tramway station and ski base facility
- 157 27. Ski tow, ski lift, ski run, and ski bridge
- 158 28. Recreation Facility, Commercial, Public, and Private<sup>12</sup>
- 159 29. Entertainment Facility, Indoor
- 160 30. Fences greater than six feet (6') in height from Final Grade<sup>4</sup>
- 161 31. Private Residence Club, Off-Site<sup>5</sup>
- 162 32. Private Event Facility<sup>5</sup>
- 163 33. Temporary Structures, excluding yurts.<sup>13</sup>

164 C. **PROHIBITED USES**. Unless otherwise allowed herein, any Use not listed above  
165 as an Allowed or Conditional Use is a prohibited Use.

166 <sup>1</sup>Nightly rental of Lockout Units requires a Conditional Use permit.  
167 <sup>2</sup>Requires an Administrative Permit. See Section 15-4-7, Accessory Apartments.  
168 <sup>3</sup>See Section 15-4-9, Child Care And Child Care Facilities. Family Group Child Care and  
169 Child Care Center Uses require an Administrative Conditional Use permit.  
170 <sup>4</sup>Requires an Administrative or Administrative Conditional Use permit, see Chapter 15-4.  
171 <sup>5</sup>Prohibited in HRC Zoned Storefront Property adjacent to Main Street, Heber Avenue  
172 and Park Avenue, excluding those HRC Zoned Properties on the west side of Park  
173 Avenue and also excluding those HRC Zoned Properties with the following addresses:  
174 702 Main Street, 710 Main Street, 738 Main Street (for the plaza side storefronts), 780  
175 Main Street, 804 Main Street (for the plaza side storefronts), 875 Main Street, 890 Main  
176 Street, 900 Main Street, and 820 Park Avenue. Hotel rooms shall not be located within  
177 Storefront Property; however access, circulation, and lobby areas are permitted within  
178 Storefront Property.  
179 <sup>6</sup>See Section 15-4-14, Telecommunication Facilities.  
180 <sup>7</sup>See Section 15-4-13, Placement Of Satellite Receiving Antennas.  
181 <sup>8</sup>If Gross Floor Area is less than 2,000 sq. ft., the Use shall be considered an Allowed  
182 Use.  
183 <sup>9</sup>No community locations as defined by Utah Code 32B-1-102 (Alcoholic Beverage  
184 Control Act) are permitted within 200 feet of Main Street unless a variance is permitted  
185 for an outlet, as defined by Utah Code 32B-1-202, to obtain a liquor license.  
186 <sup>10</sup>Within the HRC Zoning District, no more than seven (7) Conventional Chain  
187 Businesses are permitted in Storefront Properties.  
188 <sup>11</sup>The Planning Director or designee shall upon finding a Food Truck Location in  
189 compliance with Municipal Code Section 4-5-6, issue the property owner a Food Truck  
190 Location administrative approval letter.  
191 <sup>12</sup>See Section 15-4-22, Outdoor Pickleball Courts in Residential Areas.  
192 <sup>13</sup>Requires an Administrative Permit. See Section 15-13-10, Standards for Temporary  
193 Structures in Historic Districts.  
194 <sup>14</sup>See Section 15-4-24, Mobile Businesses.  
195

196 HISTORY

- 197 *Adopted by Ord. [00-51](#) on 9/21/2000*
- 198 *Amended by Ord. [04-39](#) on 3/18/2004*
- 199 *Amended by Ord. [06-69](#) on 10/19/2006*
- 200 *Amended by Ord. [07-55](#) on 8/30/2007*
- 201 *Amended by Ord. [09-10](#) on 3/5/2009*
- 202 *Amended by Ord. [12-37](#) on 12/20/2012*
- 203 *Amended by Ord. [16-02](#) on 1/7/2016*
- 204 *Amended by Ord. [2017-45](#) on 8/17/2017*
- 205 *Amended by Ord. [2018-55](#) on 10/23/2018*
- 206 *Amended by Ord. [2020-36](#) on 7/30/2020*
- 207 *Amended by Ord. [2020-42](#) on 9/17/2020*
- 208 *Amended by Ord. [2021-51](#) on 12/16/2021*
- 209 *Amended by Ord. [2022-08](#) on 4/28/2022*
- 210 *Amended by Ord. [2022-16](#) on 5/26/2022*
- 211 *Amended by Ord. [2022-21](#) on 10/27/2022*
- 212 *Amended by Ord. [2023-16](#) on 4/27/2023*
- 213 *Amended by Ord. [2024-11](#) on 5/23/2024*
- 214 *Amended by Ord. [2025-11](#) on 6/5/2025*

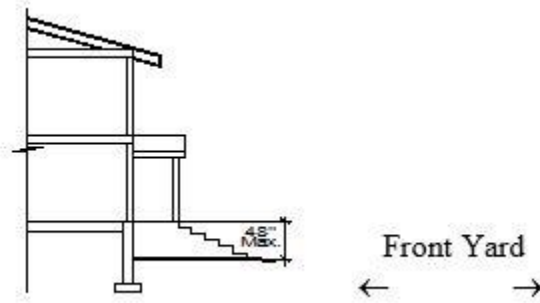
215 **15-2.5-3 Lot And Site Requirements**

216 . . .

217 B. **FRONT SETBACK EXCEPTIONS.** The Front Setback must be open and free of  
218 any Structure except:

- 219 1. Fences, walls, and retaining walls not more than four feet (4') in height, or  
220 as permitted in Section 15-4-2. On Corner Lots, Fences more than three  
221 (3') in height are prohibited within twenty-five feet (25') of the intersection,  
222 at back of curb.
  
- 223 2. Uncovered steps leading to the Main Building; provided the steps are not  
224 more than four feet (4') in height from Final Grade, not including any  
225 required handrail, and do not cause any danger or hazard to traffic by

226 obstructing the view of a Street or intersection.



227

228 3. Decks, porches, and Bay Windows, not more than ten feet (10') wide and  
229 projecting not more than three feet (3') into the Front Setback.

230 4. Roof overhangs, eaves, and cornices projecting not more than three feet  
231 (3') into the Front Setback.

232 5. Sidewalks, patios, and pathways.

233 6. Driveways leading to a garage or approved Parking Area. No portion of a  
234 Front Yard except for approved driveways and patios, allowed Parking  
235 Areas, and sidewalks may be Hard-Surfaced or graveled.

236 7. Public Transit Amenity Area, limited to streets currently served by Park  
237 City Transit, identified in the Short-Range Transit Plan for future service, or  
238 as approved by the Transportation Director.

239 . . .

240 **15-2.10-2 Uses**

241 Uses in the Estate (E) District are limited to the following:

242 A. **ALLOWED USES.**

243 1. Single Family Dwelling

244 2. Duplex Dwelling

245 3. Secondary Living Quarters

- 246 4. Lockout Unit<sup>1</sup>
- 247 5. Accessory Apartment<sup>2</sup>
- 248 6. Nightly Rental<sup>1,3</sup>
- 249 7. Home Occupation
- 250 8. Child Care, In-Home Babysitting<sup>4</sup>
- 251 9. Child Care, Family Group<sup>4</sup>
- 252 10. Accessory Building and Uses
- 253 11. Conservation Activity
- 254 12. Agriculture
- 255 13. Raising, grazing of horses
- 256 14. Parking Area or Structure with four (4) or fewer spaces
- 257 15. Internal Accessory Dwelling Unit<sup>12</sup>
- 258 16. Public Transit Amenity Area, limited to Parcel SA-UP-X

259 **B. CONDITIONAL USES.**

- 260 1. Guest House
- 261 2. Group Care Facility
- 262 3. Child Care Center<sup>4</sup>
- 263 4. Public and Quasi-Public institution, church, or school
- 264 5. Essential municipal public utility Use, facility, service, and Structure
- 265 6. Telecommunication Antenna<sup>5</sup>
- 266 7. Satellite dish, greater than thirty-nine inches (39") in diameter<sup>6</sup>
- 267 8. Plant and Nursery stock products and sales
- 268 9. Raising, grazing of livestock

- 269 10. Cemetery
- 270 11. Bed and Breakfast Inn
- 271 12. Hotel, Minor<sup>7</sup>
- 272 13. Hotel, Major<sup>7</sup>
- 273 14. Parking Area or Structure with five (5) or more spaces
- 274 15. Temporary Improvement<sup>8</sup>
- 275 16. Passenger Tramway Station and Base Facility<sup>9</sup>
- 276 17. Ski Tow Rope, Ski Run, Ski Lift, and Ski Bridge
- 277 18. Outdoor Event<sup>7</sup>
- 278 19. Recreation Facility, Public and Private<sup>13</sup>
- 279 20. Recreation Facility, Commercial
- 280 21. Commercial Stables, Riding Academy
- 281 22. Mines and Mine Exploration
- 282 23. Vehicle Control Gates<sup>10</sup>
- 283 24. Fences greater than six feet (6') in height from Final Grade<sup>8</sup>
- 284 25. Support Retail and Minor Service Commercial<sup>11</sup>
- 285 C. **PROHIBITED USES.** Any Use not listed above as an Allowed or Conditional Use
- 286 is a prohibited Use.

287 <sup>1</sup>Nightly Rental of Lockout Units requires a Conditional Use permit

288 <sup>2</sup>Requires an Administrative Permit. See Section 15-4-7, Accessory Apartments.

289 <sup>3</sup>Nightly Rentals do not include the Use of dwellings for Commercial Uses.

290 <sup>4</sup>See Section 15-4-9, Child Care and Child Care Facilities. Family Group Child Care and

291 Child Care Center Uses require an Administrative Conditional Use permit.

292 <sup>5</sup>See Section 15-4-14, Telecommunication Facilities.

293 <sup>6</sup>See Section 15-4-13, Placement of Satellite Receiving Antennas.

294 <sup>7</sup>Subject to regulations of Chapter 15-6, Master Planned Developments.

295 <sup>8</sup>Requires an Administrative Conditional Use permit.

296 <sup>9</sup>See Section 15-4-18 Passenger Tramways and Ski Base Facilities.

297 <sup>10</sup>See Section 15-4-19 Review Criteria for Vehicle Control Gates.

298 <sup>11</sup>Subject to a Master Planned Development approval. See Chapter 15-6.

299 <sup>12</sup>See Section 15-4-7.1, Internal Accessory Dwelling Units.

300 <sup>13</sup>See Section 15-4-22, Outdoor Pickleball Courts in Residential Areas.

301

302 HISTORY

303 *Adopted by Ord. [00-51](#) on 9/21/2000*

304 *Amended by Ord. [04-08](#) on 3/18/2004*

305 *Amended by Ord. [2020-45](#) on 9/17/2020*

306 *Amended by Ord. [2021-51](#) on 12/16/2021*

307 *Amended by Ord. [2022-08](#) on 4/28/2022*

308 *Amended by Ord. [2025-11](#) on 6/5/2025*

309 **15-2.10-3 Lot And Site Requirements**

310 . . .

311 D. **FRONT SETBACK EXCEPTIONS.** The required Front Setback must be open  
312 and free of any Structure except for the following:

313 1. Fences, walls, and retaining walls not more than four feet (4') in height, or  
314 as permitted in Section 15-4-2 Fences and Walls. On Corner Lots, Fences  
315 more than three feet (3') in height are prohibited within twenty-five feet  
316 (25') of the intersection at back of curb.

317 2. Uncovered steps leading to the Main Building provided the steps are not  
318 more than four feet (4') in height from Final Grade, not including any  
319 required handrail, and do not cause any danger or hazard to traffic by  
320 obstructing the view of a Street or intersection.

321 3. Decks, porches, and Bay Windows, not more than ten feet (10') wide,  
322 projecting not more than five feet (5') into the Front Setback.

323 4. Roof overhangs, eaves, and cornices projecting not more than three feet  
324 (3') into the Front Setback.

- 325 5. Sidewalks, patios, and pathways.
- 326 6. Driveways leading to a garage or Parking Area. No portion of a Front
- 327 Setback, except for patios, driveways, allowed Parking Areas, and
- 328 sidewalks may be Hard-Surfaced or graveled.
- 329 7. Circular driveways meeting all requirements stated in Section 15-3-4.
- 330 8. Public Transit Amenity Area, limited to Parcel SA-UP-X.

331 . . .

332 **15-2.13-2 Uses**

333 Uses in the RD District are limited to the following:

334 A. **ALLOWED USES.**

- 335 1. Single-Family Dwelling
- 336 2. Duplex Dwelling
- 337 3. Secondary Living Quarters
- 338 4. Lockout Unit<sup>1</sup>
- 339 5. Accessory Apartment<sup>2</sup>
- 340 6. Nightly Rental<sup>3</sup>
- 341 7. Home Occupation
- 342 8. Child Care, In-Home Babysitting<sup>4</sup>
- 343 9. Child Care, Family Group<sup>4</sup>
- 344 10. Accessory Building and Use
- 345 12. Conservation Activity Agriculture
- 346 13. Parking Area or Structure with four (4) or fewer spaces
- 347 14. Salt Lake City 2002 Winter Olympic Games Olympic Legacy Displays<sup>5</sup>
- 348 15. Food Truck Location<sup>16</sup>
- 349 16. Internal Accessory Dwelling Unit<sup>17</sup>

350 17. Enclosed Mobile Business Location<sup>19</sup>

351 18. Public Transit Amenity Area, limited to streets currently served by Park  
352 City Transit, identified in the Short-Range Transit Plan for future service, or  
353 as approved by the Transportation Director

354 **B. CONDITIONAL USES.**

355 1. Triplex Dwelling<sup>6</sup>

356 2. Multi-Unit Dwelling<sup>6</sup>

357 3. Guest House

358 4. Group Care Facility

359 5. Child Care Center<sup>4</sup>

360 6. Public and Quasi-Public Institution, Church, and School

361 7. Essential Municipal Public Utility Use, Facility, Service, and Structure

362 8. Telecommunication Antenna<sup>7</sup>

363 9. Satellite Dish Antenna, greater than thirty-nine inches (39") in diameter<sup>8</sup>

364 10. Raising, grazing of horses

365 11. Cemetery

366 12. Bed and Breakfast Inn

367 13. Hotel, Minor<sup>6</sup>

368 14. Hotel, Major<sup>6</sup>

369 15. Private Residence Club Project and Conversion<sup>10</sup>

370 16. Office, General<sup>6,9</sup>

371 17. Office, Moderate Intensive<sup>6,9</sup>

372 18. Office, Medical<sup>6,9</sup>

- 373 19. Financial Institution without drive-up window<sup>6,9</sup>
- 374 20. Commercial Retail and Service, Minor<sup>6,9</sup>
- 375 21. Commercial, Resort Support<sup>6,9</sup>
- 376 22. Café or Deli<sup>6,9</sup>
- 377 23. Restaurant, Standard<sup>6,9</sup>
- 378 24. Restaurant, Outdoor Dining<sup>10</sup>
- 379 25. Outdoor Event<sup>10</sup>
- 380 26. Bar<sup>6,9</sup>
- 381 27. Hospital, Limited Care Facility<sup>6,9</sup>
- 382 28. Parking Area or Structure with five (5) or more spaces
- 383 29. Temporary Improvement<sup>10</sup>
- 384 30. Passenger Tramway Station and Ski Base Facility<sup>11</sup>
- 385 31. Ski Tow, Ski Lift, Ski Run, and Ski Bridge<sup>11</sup>
- 386 32. Commercial Parking Lot or Structure
- 387 33. Recreation Facility, Public
- 388 34. Recreation Facility, Commercial<sup>6</sup>
- 389 35. Recreation Facility, Private<sup>18</sup>
- 390 36. Entertainment Facility, Indoor<sup>6,9</sup>
- 391 37. Commercial Stables, Riding Academy<sup>12</sup>
- 392 38. Heliport<sup>12</sup>
- 393 39. Vehicle Control Gate<sup>13</sup>
- 394 40. Fences and walls greater than six feet (6') in height from Final Grade<sup>10</sup>
- 395 41. Salt Lake City 2002 Winter Olympic Games Olympic Legacy Displays<sup>14</sup>

396 42. Amenities Club

397 43. Club, Private Residence Off-Site<sup>15</sup>

398 C. **PROHIBITED USES**. Any Use not listed above as an Allowed or Conditional Use  
399 is a prohibited Use.

400 <sup>1</sup>Nightly rental of Lockout Units requires a Conditional Use permit.

401 <sup>2</sup>Requires an Administrative Permit. See Section 15-4-7, Accessory Apartments.

402 <sup>3</sup>Nightly Rentals do not include the Use of dwellings for Commercial Uses. Nightly  
403 Rentals are not permitted in the April Mountain, Mellow Mountain Estates Subdivisions,  
404 Meadows Estates Subdivision Phases #1A and #1B, Fairway Meadows Subdivision,  
405 Hidden Oaks at Deer Valley Phases 2 and 3, Chatham Crossing Subdivision, and West  
406 Ridge and West Ridge Phase 2 Subdivision.

407 <sup>4</sup>See Section 15-4-9, Child Care and Child Care Facilities. Family Group Child Care and  
408 Child Care Center Uses require an Administrative Conditional Use permit.

409 <sup>5</sup>Olympic Legacy Displays limited to those specific Structures approved under the  
410 SLOC/Park City Municipal Corporation Olympic Services Agreement and/or Olympic  
411 Master Festival License and placed on the original Property set forth in the services  
412 agreement and/or Master Festival License

413 <sup>6</sup>Subject to provisions of LMC Chapter 15-6, Master Planned Development

414 <sup>7</sup>See Section 15-4-14, Telecommunication Facilities.

415 <sup>8</sup>See Section 15-4-13, Placement of Satellite Receiving Antennas.

416 <sup>9</sup>Allowed only as a secondary or support Use to the primary Development or Use and  
417 intended as a convenience for residents or occupants of adjacent or adjoining  
418 residential Developments.

419 <sup>10</sup>Requires an Administrative Conditional Use permit.

420 <sup>11</sup>As part of an approved Ski Area Master Plan. See Section 15-4-18 Passenger  
421 Tramways and Ski Base Facilities.

422 <sup>12</sup>Omitted.

423 <sup>13</sup>See Section 15-4-19, Review Criteria For Control Vehicle Gates.

424 <sup>14</sup>Olympic Legacy Displays limited to those specific Structures approved under the  
425 SLOC/Park City Municipal Corporation Olympic Services Agreement and/or Olympic

426 Master Festival License and placed in an Area other than the original location set forth  
427 in the services agreement and/or Master Festival License.

428 <sup>15</sup>Only allowed within a Master Planned Development. Requires an Administrative  
429 Conditional Use permit. Is permitted only in approved existing Commercial spaces or  
430 developments that have ten (10) or more units with approved Support Commercial  
431 space. A Parking Plan shall be submitted to determine site specific parking  
432 requirements.

433 <sup>16</sup>The Planning Director or their designee shall, upon finding a Food Truck Location in  
434 compliance with Municipal Code 4-5-6, issue the property owner a Food Truck Location  
435 administrative approval letter.

436 <sup>17</sup>See Section 15-4-7.1, Internal Accessory Dwelling Units.

437 <sup>18</sup>See Section 15-4-22, Outdoor Pickleball Courts in Residential Areas.

438 <sup>19</sup>See Section 15-4-24, Mobile Businesses.

439

#### 440 HISTORY

441 *Adopted by Ord. [00-51](#) on 9/21/2000*

442 *Amended by Ord. [02-38](#) on 9/12/2002*

443 *Amended by Ord. [04-08](#) on 3/4/2004*

444 *Amended by Ord. [05-39](#) on 6/30/2005*

445 *Amended by Ord. [06-76](#) on 11/9/2006*

446 *Amended by Ord. [11-05](#) on 1/27/2011*

447 *Amended by Ord. [14-35](#) on 6/26/2014*

448 *Amended by Ord. [2018-23](#) on 5/17/2018*

449 *Amended by Ord. [2018-55](#) on 10/23/2018*

450 *Amended by Ord. [2020-38](#) on 7/30/2020*

451 *Amended by Ord. [2020-45](#) on 10/1/2020*

452 *Amended by Ord. [2021-16](#) on 4/15/2021*

453 *Amended by Ord. [2021-38](#) on 9/23/2021*

454 *Amended by Ord. [2021-52](#) on 12/16/2021*

455 *Amended by Ord. [2021-51](#) on 12/16/2021*

456 *Amended by Ord. [2022-08](#) on 4/28/2022*

457 Amended by Ord. [2022-21](#) on 10/27/2022

458 Amended by Ord. [2023-16](#) on 4/27/2023

459 Amended by Ord. [2025-11](#) on 6/5/2025

460 **15-2.13-3 Lot And Site Requirements**

461 . . .

462 **C. FRONT SETBACK EXCEPTIONS.**

463 1. Within any subdivision, the Planning Commission may designate specific  
464 Single Family and Duplex Dwelling Lots on which the Front Setback is ten  
465 feet (10') for the Main Building and fifteen feet (15') for the new Front  
466 Facing Garage or garage element, including any Habitable Space above  
467 the garage. This exception may be granted to:

- 468 a. solve Access problems to Lots with relatively steep Grades,
- 469 b. preserve Significant Vegetation,
- 470 c. eliminate or minimize cut and fill Areas,
- 471 d. promote Clustered Development, and
- 472 e. preserve Open Space.

473 Lots to which this exception applies must be so designated on the Subdivision  
474 Plat at the time the plat is approved.

475 2. **EXCEPTIONS FOR STRUCTURES.** The Front Setback must be open and  
476 free of any Structure except:

- 477 a. Fences, walls, and retaining walls not more than four feet (4') in  
478 height, or as permitted in Section 15-4-2. On Corner Lots Fences  
479 more than three feet (3') in height are prohibited within twenty-five  
480 feet (25') of the intersection at back of curb.
- 481 b. Uncovered steps leading to the Main Building, provided the steps  
482 are not more than four feet (4') in height from Final Grade, not

- 483 including any required handrail, and do not cause any danger or  
484 hazard to traffic by obstructing the view of a Street or intersection.
- 485 c. Decks, porches, and Bay Windows, not more than ten feet (10')  
486 wide, projecting not more than five feet (5') into the Front Setback.
- 487 d. Roof overhangs, eaves, and cornices projecting not more than  
488 three feet (3') into the Front Setback.
- 489 e. Sidewalks, patios, and pathways.
- 490 f. Driveways leading to a garage or Parking Area. No portion of a  
491 Front Yard, except for approved driveways, patios, allowed Parking  
492 Areas, and sidewalks may be Hard-Surfaced or graveled.
- 493 g. Circular driveways, meeting all requirements stated in Section 15-3-  
494 4 herein.
- 495 h. Public Transit Amenity Area, limited to streets currently served by  
496 Park City Transit, identified in the Short-Range Transit Plan for  
497 future service, or as approved by the Transportation Director.

498 . . .

499 **15-2.16-2 Uses**

500 Uses in the LI District are limited to the following:

501 A. **ALLOWED USES.**

- 502 1. Single Family Dwelling
- 503 2. Duplex Dwelling
- 504 3. Triplex Dwelling
- 505 4. Secondary Living Quarters
- 506 5. Lockout Unit<sup>1</sup>
- 507 6. Accessory Apartment<sup>2</sup>

- 508 7. Nightly Rental<sup>3</sup>
- 509 8. Home Occupation
- 510 9. Child Care, In-Home Babysitting<sup>4</sup>
- 511 10. Child Care, Family Group<sup>4</sup>
- 512 11. Child Care Center<sup>4</sup>
- 513 12. Accessory Building and Use
- 514 13. Conservation Activity
- 515 14. Agriculture
- 516 15. Bed and Breakfast Inn
- 517 16. Boarding House, Hostel
- 518 17. Hotel, Minor
- 519 18. Parking Area or Structure with four (4) or fewer spaces
- 520 19. Salt Lake City 2002 Winter Olympic Games Olympic Legacy Displays<sup>5</sup>
- 521 20. Food Truck Location<sup>12</sup>
- 522 21. Enclosed Mobile Business Location<sup>14</sup>
- 523 22. Public Transit Amenity Area, limited to streets currently served by Park
- 524 City Transit, identified in the Short-Range Transit Plan for future service, or
- 525 as approved by the Transportation Director

526 **B. CONDITIONAL USES.**

- 527 1. Multi-Unit Dwelling
- 528 2. Group Care Facility
- 529 3. Public and Quasi-Public institution, church, and school
- 530 4. Essential municipal and public utility Use, facility, service, and Structure

- 531 5. Telecommunications Antenna<sup>6</sup>
- 532 6. Satellite dish Antenna, greater than thirty-nine inches (39") in diameter<sup>7</sup>
- 533 7. Raising, grazing of horses
- 534 8. Cemetery
- 535 9. Hotel, Major
- 536 10. Timeshare Project and Conversion
- 537 11. Timeshare Sales Office
- 538 12. Private Residence Club Project and Conversion<sup>9</sup>
- 539 13. Office, General<sup>8</sup>
- 540 14. Office, Moderate<sup>8</sup>
- 541 15. Office and clinic, Medical<sup>8</sup>
- 542 16. Financial institution without drive-up window<sup>8</sup>
- 543 17. Minor Retail and Service Commercial<sup>8</sup>
- 544 18. Retail and Service Commercial, Personal Improvement<sup>8</sup>
- 545 19. Transportation Service<sup>8</sup>
- 546 20. Neighborhood Market, without gasoline sales<sup>8</sup>
- 547 21. Café or Deli<sup>8</sup>
- 548 22. Restaurant, General<sup>8</sup>
- 549 23. Restaurant, outdoor dining<sup>8,9</sup>
- 550 24. Bar<sup>8</sup>
- 551 25. Hospital, Limited Care Facility<sup>8</sup>
- 552 26. Parking Area or Structure with five (5) or more spaces
- 553 27. Temporary Improvement<sup>9</sup>

554 28. Passenger Tramway station and ski base facility<sup>10</sup>

555 29. Ski tow rope, ski lift, ski run, and ski bridge<sup>10</sup>

556 30. Outdoor Events and Uses<sup>9</sup>

557 31. Recreation Facility, Public and Private<sup>8,13</sup>

558 32. Recreation Facility, Commercial<sup>8</sup>

559 33. Entertainment Facility, Indoor<sup>8</sup>

560 34. Commercial Riding Stable(s), riding academy<sup>8</sup>

561 35. Heliport<sup>8</sup>

562 36. Amenities Club

563 37. Club, Private Residence Off-Site<sup>11</sup>

564 C. **PROHIBITED USES**. Any Use not listed above as an Allowed or Conditional Use  
565 is a prohibited Use.

566 <sup>1</sup>Nightly Rental of Lockout Units requires a Conditional Use permit.

567 <sup>2</sup>Requires an Administrative Permit. See Section 15-4-7, Accessory Apartments.

568 <sup>3</sup>Nightly Rentals do not include the Use of dwellings for Commercial Uses.

569 <sup>4</sup>See Section 15-4-9, Child Care And Child Care Facilities. Family Group Child Care and  
570 Child Care Center Uses require an Administrative permit.

571 <sup>5</sup>Olympic Legacy Displays limited to those specific Structures approved under the  
572 SLOC/Park City Municipal Corporation Olympic Services Agreement and/or Olympic  
573 Master Festival License and placed on the original Property set forth in the services  
574 agreement and/or Master Festival License. Requires an Administrative Permit.

575 <sup>6</sup>See Section 15-4-14, Telecommunication Facilities.

576 <sup>7</sup>See Section 15-4-13, Placement of Satellite Receiving Antennas.

577 <sup>8</sup>As support Use to primary Development or Use, subject to provisions of LMC Chapter  
578 15-6, Master Planned Developments.

579 <sup>9</sup>Requires an Administrative or Administrative Conditional Use permit, see Chapter 15-4.

580 <sup>10</sup>As part of an approved Ski Area Master Plan.

581 <sup>11</sup>Requires an Administrative Conditional Use permit. Is permitted only in approved  
582 existing Commercial spaces or Developments that have ten (10) or more units with  
583 approved Support Commercial space. A Parking Plan shall be submitted to determine  
584 site specific parking requirements.

585 <sup>12</sup>The Planning Director or their designee shall, upon finding a Food Truck Location in  
586 compliance with Municipal Code Section 4-5-6, issue the property owner a Food Truck  
587 Location administrative approval letter.

588 <sup>13</sup>See Section 15-4-22, Outdoor Pickleball Courts in Residential Areas.

589 <sup>14</sup>See Section 15-4-24, Mobile Businesses.

590

## 591 HISTORY

592 *Adopted by Ord. [00-51](#) on 9/21/2000*

593 *Amended by Ord. [02-38](#) on 9/12/2002*

594 *Amended by Ord. [04-39](#) on 3/18/2004*

595 *Amended by Ord. [06-76](#) on 11/9/2006*

596 *Amended by Ord. [09-10](#) on 3/5/2009*

597 *Amended by Ord. [11-05](#) on 1/27/2011*

598 *Amended by Ord. [15-35](#) on 10/12/2015*

599 *Amended by Ord. [2018-23](#) on 5/17/2018*

600 *Amended by Ord. [2018-55](#) on 10/23/2018*

601 *Amended by Ord. [2020-36](#) on 7/30/2020*

602 *Amended by Ord. [2020-45](#) on 10/1/2020*

603 *Amended by Ord. [2021-51](#) on 12/16/2021*

604 *Amended by Ord. [2022-08](#) on 4/28/2022*

605 *Amended by Ord. [2022-21](#) on 10/27/2022*

606 *Amended by Ord. [2023-16](#) on 4/27/2023*

607 *Amended by Ord. [2025-11](#) on 6/5/2025*

## 608 **15-2.1 6-3 Lot And Site Requirements**

609 . . .

610 D. **FRONT SETBACK EXCEPTIONS**. The Front Setback must be open and free of  
611 any Structure except:

612 1. Fences, walls, and retaining walls not more than four feet (4') in height, or  
613 as permitted in Section 15-4-2. On Corner Lots, Fences more than three  
614 feet (3') in height are prohibited within twenty-five feet (25') of the  
615 intersection at back of curb.

616 2. Uncovered steps leading to the Main Building; provided the steps are not  
617 more than four feet (4') in height from Final Grade, not including any  
618 required handrail, and do not cause danger or hazard to traffic by  
619 obstructing the view of a Street or intersection.

620 3. Decks, porches, and Bay Windows not more than ten feet (10') wide,  
621 projecting not more than five feet (5') into the Front Yard.

622 4. Roof overhangs, eaves and cornices projecting not more than three feet  
623 (3') into the Front Yard.

624 5. Sidewalks, patios, and pathways.

625 6. Driveways leading to a garage or Parking Area. No portion of a Front Yard  
626 except for approved driveways, allowed Parking Areas, and sidewalks  
627 may be Hard-Surfaced or graveled.

628 7. Circular driveways meeting all requirements stated in Section 15-3-4  
629 herein.

630 8. Public Transit Amenity Area, limited to streets currently served by Park  
631 City Transit, identified in the Short-Range Transit Plan for future service, or  
632 as approved by the Transportation Director.

633 . . .

634 **15-4-24 Public Transit Amenity Areas**

635 Public Transit Amenity Areas are an Allowed Use in the [General Commercial] HRM,  
636 HRC, E, RD, RC, and GC Zoning Districts, subject to the limitations in Chapter 15-2.

637 A. ADMINISTRATIVE PERMIT REQUIRED. A Public Transit Amenity Area requires  
638 an Administrative Permit approval by the Planning Director and City Engineer  
639 prior to submittal for a Building Permit.

640 1. NOTICE. Staff shall mail courtesy notice pursuant to Sections 15-1-12 and  
641 15-1-21.

642 B. APPLICATION. Applicants shall submit the following:

643 1. GENERAL DESCRIPTION. An overview of the proposed scope of work,  
644 including construction timeline, materials, lighting, signs, landscaping, and  
645 Structures.

646 2. SITE PLAN. The site plan shall be to scale not to exceed one inch to 100  
647 feet, indicating in detail how the proposal will comply with the International  
648 Building Code and this Section. The site plan shall:

- 649 a. Indicate the location of the Public Transit Amenity Area on the  
650 Property and clearly show distances from all Property Lines and  
651 Existing Structures.
- 652 b. Identify elevation contours using United States Geological Survey  
653 (USGS) measurements.
- 654 c. Detail all encroachments into the Right-of-Way.
- 655 d. Identify all existing Significant Vegetation within twenty feet (20')  
656 of the proposed Public Transit Amenity Area.
- 657 e. Identify dedicated snow storage Areas.

658 C. REVIEW CRITERIA.

659 1. The Applicant shall provide written notice of the Property Owner's  
660 permission.

661 2. The proposed Use shall not impede pedestrian circulation, emergency  
662 Access, or any other public safety measure.

663 ~~3. [Trash and recycling shall be provided.]~~

664 3. Trash and recycling, if provided, shall be sufficiently screened from  
665 neighboring properties and the Right-of-Way.

666 4. Signs shall comply with Municipal Code Title 12.

667 5. Lighting shall comply with Section 15-5-5(J).

- 668 6. Except as outlined below, Structures shall not exceed ~~20~~ 12 feet in  
669 Height from Existing Grade.
- 670 a. Overhead electric bus charging infrastructure is allowed in the GC  
671 Zoning District only and shall not exceed 20 feet in Height from  
672 Existing Grade.
- 673 b. Public Art displays on top of a bus shelter approved by the Public  
674 Art Advisory Board shall not exceed four feet in Height from the  
675 highest point of the bus shelter.
- 676 7. Installations shall comply with Site Distance Triangle requirements with  
677 review and approval by the Engineering Department.
- 678 8. The Planning Department shall determine the Limits of Disturbance and  
679 shall require mitigation for loss of Significant Vegetation.
- 680 9. All areas affected by the Construction Activity of the Public Transit Amenity  
681 Area which are not Impervious Surfaces shall be restored in compliance  
682 with Section 15-5-5(N).

683 HISTORY

684 *Adopted by Ord. [2024-09](#) on 5/16/2024*