



R. McConnell Group PLLC

VIA EMAIL

Michelle Kellogg, City Recorder
Records Officer
Park City Municipal Corporation
445 Marsac Avenue
Park City, Utah 84060

October 12, 2026

Re: GRAMA Request No. 26-574—Narrowed Request

Dear Ms. Kellogg:

We narrow this request. We do not concede that the City was right to deny the fee waiver. The City Manager was wrong when he signed that denial, and everything the City has done since has made it worse.

The applicant continues to redesign the project. Staff continued the hearing to a date uncertain and set no new date. That is exactly when the public needs the file. A redesign settles nothing if no one outside City Hall can see what changed, who asked for the change, and what it costs.

Six requests replace the categories in our request of September 17, 2026 and the categories we added on September 25. Same definitions.

1. Communications between any City officer or employee and METHODS Consulting, Jeremy Searle, or Scott Johnson about the Five-Acre Site traffic study or its scope, from May 11, 2026 forward.
2. Every version of the October 14, 2026 legal notice and agenda for the Five-Acre Site item, with the posting and publication record for each.
3. Communications among Alec Barton, Nan Larsen, and Rebecca Ward about continuing the Five-Acre Site item, from September 25 through October 7, 2026, and the City Council request for a work session update.
4. Records describing the design revisions now in progress.
5. Communications between any City officer or employee and any news organization about the Five-Acre Site or Applications PL-26-06914, PL-26-06915, PL-26-06917, or PL-26-06920, from the date of application forward, including The Park Record.
6. Communications between any City officer or employee and Brinshore Development, LLC, or anyone acting for it, about the exclusive negotiation agreement and its amendments, the City's

financial contribution, soil remediation, and drafts of staff reports, findings, or conditions of approval exchanged with the applicant, from the date of application forward.

Six subjects. A handful of custodians. Months, not years.

The City can no longer stand on the grounds the City gave. Your determination of September 25 called the request “voluminous” and “not narrowly tailored.” The City Manager wrote that “it is not limited to records that pertain to the present consideration of the applications,” and he faulted “the requester’s failure to narrowly tailor the request to an issue of public interest.” Six requests are not voluminous. Every one of them pertains to these four applications. Name a narrower way to ask.

Using the City’s own file, we can disprove three things the City Manager wrote.

1. He wrote that we act for “an unnamed private party.” We named twenty-two businesses in the comment dated September 17, 2026, which we filed with the Planning Department on September 18. Ms. Larsen entered that comment in the public record the same day and told us so in writing. The City held that document for three weeks before he wrote the sentence.
2. He wrote that “the requester is a private law firm and there is no indication of intent to distribute materials for the public benefit.” Section 63G-2-203(4)(a) turns on one question: whether release “primarily benefits the public rather than a person.” It does not turn on who asks. We filed the comment publicly. On September 29 we filed the response of the Utah Division of Environmental Response and Remediation and Terracon’s Analysis of Brownfield Cleanup Alternatives in the same record. The City holds the Voluntary Cleanup Program file and hired Terracon. The public learned that DERR has received no Remedial Action Plan because we asked the State and put the answer in the City’s record. The City did not put it there.
3. He charged 12.7 hours “to search, retrieve, and redact protected information.” Section 63G-2-203(5)(b)(i) bars a fee for “reviewing a record to determine whether it is subject to disclosure.” No one redacts a record without first deciding what the law protects, so the City cannot charge for part of those 12.7 hours. We asked for the two figures on September 25. The City has not answered. A fee the City will not break apart is a fee the City cannot defend.

Consider who pays. Our clients are twenty-two small businesses near the Site. Among them are a bagel shop, a gelato maker, a nail salon, and a print shop. None of them develops real estate. None of them keeps a budget for public records, and we represent all of them at no charge. The City would charge them \$552.08 to read how the City spends up to \$40 million of public money on land the City owns. Whatever the City intended, a fee like that works as a gate.

Park City owns the Five-Acre Site. City staff described the second amendment to the exclusive negotiation agreement, which the Council approved on March 19, 2026, as carrying “a City contribution up to \$40 million, and a commitment from the City to pay for soil remediation.” The City will decide the applications. Section 63G-2-203(4)(a) exists for this record if it exists for any.

In Section 63G-2-102(3)(e) the Legislature said it intends to “favor public access when, in the application of this act, countervailing interests are of equal weight.” You hold that office. Six narrow subjects now sit in front of you, all of them about a project the City owns, funds, and decides. Please confirm the narrowing. Then waive the fee, or send an estimate that separates what the City may charge from what the statute bars.

Our clients reserve every right of appeal under Utah Code Ann. §§ 63G-2-203(6), 63G-2-402, and 63G-2-403.

Please direct any response to the undersigned.

Best regards.

Very truly yours,

A handwritten signature in blue ink, appearing to be "RJML", written in a cursive style.

Ryan D. McConnell (Utah Bar 20650)
Matthew S. Boyden (Utah Bar 20701)