



**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
October 1, 2020**

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regular City Council meeting at the Marsac Municipal Building, City Council Chambers, 445 Marsac Avenue, Park City, Utah 84060 for the purposes and at the times as described below on Thursday, October 1, 2020.

NOTICE OF ELECTRONIC MEETING & HOW TO COMMENT VIRTUALLY:

This meeting will be an electronic meeting without an anchor location as permitted by Utah Code Open and Public Meetings Act section 52-4-207(4) as amended June 18, 2020, and Park City Resolution 05-2020, adopted March 19, 2020. The written determination of a substantial health and safety risk, required by Utah Code section 52-4-207(4) is attached as Exhibit A. Council members will connect electronically. Public comments will be accepted virtually as described below.

To comment virtually, use eComment or raise your hand on Zoom. eComments submitted before the meeting date will be attached to the packet as appendices. eComments submitted on Council meeting days will be read aloud. For more information on participating virtually and to listen live, please go to www.parkcity.org.

Exhibit A: Determination of Substantial Health and Safety Risk

On September 1, 2020, the Mayor determined that conducting a meeting with an anchor location presents a substantial risk to the health and safety of those who may be present at the anchor location. Utah Code section 52-4-207(4) requires this determination and the facts upon which it is based, which include:

- Summit County has extended its Emergency Declaration and Public Health Emergency Declaration through January 8, 2021.
- Statewide COVID cases and hospitalizations are increasing.

This determination is valid for 30 days, and is set to expire on October 1, 2020.

CLOSED SESSION - 5:00 p.m.

To Discuss Property, Personnel, and Litigation

WORK SESSION

5:30 p.m. - Transportation Planning Efforts Update

[Transportation Planning Efforts Staff Report & Exhibits A-B](#)

[Exhibit C: Draft Modal Hierarchy and Street Typologies](#)

[Exhibit D: Traffic and Transportation Master Plan Project Lists](#)

REGULAR MEETING - 6:00 p.m.

I. ROLL CALL

II. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Questions and Comments

Staff Communications Reports

1. Centennial Circle Water Loss Update
[Centennial Circle Water Loss Staff Report](#)

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

IV. OLD BUSINESS

1. Consideration to Approve a One-Year Extension of the Downtown Waste Removal Contract and Business Improvement District (BID) Management Contract
(A) Public Input (B) Action
[Downtown Trash and BID Contract Extensions Staff Report](#)
[Exhibit A: Republic Fourth Addendum](#)
[Exhibit B: HPCA Second Addendum](#)

V. NEW BUSINESS

1. Consideration to Continue an Ordinance Approving the Twisted Branch Subdivision, Located within the Flagstaff Annexation and Development Area in Park City, Utah
(A) Public Hearing (B) Continue to a Date Uncertain
[Twisted Branch Continuation Staff Report](#)
2. Consideration to Approve Ordinance 2020-45, Amending Master Planned Developments in the Land Management Code
(A) Public Hearing (B) Action
[Master Planned Development Land Management Code Amendment Staff Report](#)
[Exhibit A: Ordinance No. 2020-45 and Land Management Code Redlines](#)

VI. ADJOURNMENT

A majority of City Council members may meet socially after the meeting. If so, the location will be announced by the Mayor. City business will not be conducted. Pursuant to the Americans with Disabilities Act, individuals needing special accommodations during the meeting should notify the City Recorder at 435-615-5007 at least 24 hours prior to the meeting. Wireless internet service is available in the Marsac Building on Wednesdays and Thursdays from 4:00 p.m. to 9:00 p.m. Posted: See: www.parkcity.org

***Parking validations will be provided for Council meeting attendees that park in the China Bridge parking structure.**

Council Agenda Item Report

Meeting Date: October 1, 2020

Submitted by: Alexis Verson

Submitting Department: Transportation Planning

Item Type: Staff Report

Agenda Section:

Subject:

5:30 p.m. - Transportation Planning Efforts Update

Suggested Action:

Attachments:

[Transportation Planning Efforts Staff Report & Exhibits A-B](#)

[Exhibit C: Draft Modal Hierarchy and Street Typologies](#)

[Exhibit D: Traffic and Transportation Master Plan Project Lists](#)

City Council Staff Report

Subject: Transportation Planning Efforts Update
Authors: Julia Collins, Transportation Planning
Alexis Verson, Transportation Planning
Departments: Transportation Planning
Date: October 1, 2020
Type of Item: Work Session



Recommendation

Throughout the Vision 2020 process, traffic and transportation were recognized as among the most critical issues facing Park City. Due to COVID-19 and the delayed conclusion of Vision 2020, the transportation master plan update was delayed to ensure alignment with the final report. Staff recommends relaunching the transportation master plan update (*Park City Forward*).

Report Overview

This report will discuss three closely related items:

1. Review the 2011 [Traffic and Transportation Master Plan](#) (TTMP)
2. Recommendation to relaunch and complete the transportation master plan update (*Park City Forward*)
3. Overview of the department's recommended next steps

Background

Transportation Innovation was confirmed as a priority pillar during the Vision 2020 process. As we work to build-out our goals and strategies around this Vision Pillar, now is the time to finalize our Transportation Master Plan. Staff relies on a variety of inputs to guide transportation-related work including: studies, technical analyses, funding sources, and community and council goals. Arguably the most important tool is a strategic transportation master plan. It is the equivalent to a city's general plan as it provides a foundation for goals and decisions but with a focus on all modes of transportation including walking, biking, transit, parking, ride-sharing, and automobile travel. The plan also recommends priority projects, and policies and programs the City should pursue to implement the goals of the plan. The most current transportation plan for Park City is the 2011 [Traffic and Transportation Master Plan](#) (TTMP).

The industry standard to update these plans is every 5 years. Community goals, technology, and funding sources can dramatically change within a decade; the priorities, projects, and work plans must adjust accordingly. A transportation master plan also provides a project list that over time is implemented. A formally adopted transportation master plan provides a clear implementation plan and decision making process. These plans also make the city an attractive candidate to receive federal funding and grant funds.

In May of 2018, staff began updating the 2011 TTMP. Funding was approved (\$561,190), with renowned consultant, Nelson Nygaard. A plan update like this is generally highly iterative, data intensive, heavy on public engagement, and usually requires one, to one-and-a-half years, to complete. In early 2020, the plan was near completion when it was put on hold due to COVID-19. It is also important to note that the project hold occurred as Park City was beginning discussions with Summit County about responsibilities for regional transit.

Review of the Traffic and Transportation Master Plan (2011)

The 2011 plan has been largely implemented or is outdated. Below is an overview of the 2011 plan – highlights expired data, already implemented projects, and a shift in council priorities.

Peer Review – The plan assessed similar resort towns including Breckenridge, Jackson, Crested Butte, and Flagstaff to provide a summary of common elements and outcomes. All four have updated their transportation master plans (or elements of them) at least once since the original review.

Scenario Modeling – A list of future projects used for traffic modeling is included in the document, such as intersection improvements, walkability projects, Old Town employee satellite parking programs, pathways, bike share, and service to Richardson Flat park and ride. Upon review, most projects were implemented or are now obsolete due to the changing community goals. Since completion, a new regional travel model was developed by Summit County to estimate future travel patterns for transit and automobiles. **A traffic modeling program is not a catch all for planning future transit and transportation projects and service**, however, using an updated model is instrumental to identify strategic projects and their impacts on congestion, active transportation, and transit ridership. It is also often required in order to receive state and federal funding.

Growth Projections – The 2011 plan makes assumptions about housing, job, and population growth regionally for the years 2020 and 2040 to right-size future investments. In 2018, staff recalculated these projections (**Exhibit A**) as part of early work on a master plan update. The 2011 assumptions for housing, job and population growth are much lower than current assumptions. For example, the 2011 report assumed Park City employment would increase by 34% in 2040, however the 2018 data indicates 69% within city limits. These discrepancies exist across many of the categories in the 2011 plan.

Street Cross-Sections – the 2011 plan recommends roadway configurations based on the type of road and width, (neighborhood street vs. arterial, etc.) and prioritizes by mode if width is unavailable to accommodate design elements. Many cross-sections prioritize parking and cars. Community momentum has shifted to better support pedestrians, bicyclists and transit.

Project Recommendations – Most projects were implemented, including shoulder-running bus lanes on SR-224, intersection improvements at Deer Valley Drive, Silver King and Empire, creation of a Transportation Management Association, intelligent parking systems, real-time transit info, transit to Salt Lake City, and trail improvements. See **Exhibit D** for a status of the 2011 projects.

Updating Park City's Transportation Master Plan

The Vision 2020 work produced Key Action Areas for Transportation Innovation:

- **Car-free Nodes** - Transition key nodes to be pedestrian oriented and largely car-free, by repurposing areas such as Main Street to pedestrians and away from single occupancy transit.
- **Multi-modal Systems** – Build a network of connected multi-modal transit corridors for pedestrians, scooters and bikes, that link all key parts of the community, and enhance safety for users.
- **Leading-edge Solutions** – Explore feasibility of alternative transportation models and solutions, that support the development of a strategic, multi-model transport plan.
- **Car-optional** – Offer residents the possibility of 'car-optional' lifestyle by 2030 and introduce incentives and disincentives for access and parking to help build momentum to this goal.

Staff recommends finishing the transportation master plan update. Branded as *Park City Forward*, Council approved the update on [May 17, 2018](#), with Nelson Nygaard, for \$561,190. To date, Staff has expended about half the contract budget, and received draft chapters of the final report.

The original scope of work for the master plan (see **Exhibit B**) included tasks for: intensive data gathering, a review of previous reports and plans, extensive public/stakeholder workshopping and outreach, administration of a household travel survey, visioning and goal setting, future scenario development and evaluation, prioritization of modes and scenarios, a developed project master list tied to funding streams, policy development, action plans, and an updated data monitoring and reporting plan. There was an optional task of developing design concepts for projects in order to 'hit the ground running' on implementation once the plan was adopted. Much of this has been completed so a re-scoping and budget assessment exercise will be done if re-launched.

Next Steps

Staff requests feedback and direction from Council on activating the following two steps:

1. **Re-scope and complete the transportation master plan update.** Staff recommends re-launching and expanding the Park City Forward scope to incorporate Vision 2020 results, transition of regional transit services to Summit County, and inclusion of an old town circulation analysis. Plan goals may need to be updated, project lists will likely change, and additional outreach will be required to remind the community and stakeholders of the work completed. Staff also recommends an Old Town Circulation Plan (\$130,000) awarded by Council as part of last year's budget to include a new task that identifies projects, programs, and policies specifically for Old Town.
2. **Adopt the interim Modal Hierarchy and Street Typologies design package.** The adoption of new street designs will act as an interim guiding document as we move to finalize the larger master plan update. **Exhibit C** is a new proposed standard for street cross sections that staff recommends council adopt as a replacement to those identified in the 2011 TTMP. The Street Typologies and Modal Hierarchy (how we choose to prioritize modes) was intended to be one element of the final plan update, however, this particular deliverable was easier to pull out and develop faster than the larger plan. Transportation, Engineering, and Parking believe this document will help inform internal staff as well as developers on community priorities and expectations.

3. Complete the Short Range Transit Plan

A SRTP is different than a transportation master plan because it is transit-specific. This type of plan addresses routing, schedules, frequency, parking connections, and a clear vision for transit that allows staff to apply for federal dollars for operations and capital improvements. The prior SRTP, completed in 2015, was designed to be a 5 year blue print. At this time, Park City Transit and Transportation Planning have implemented the SRTP and need an updated plan with new guidance and projects to implement. With major redevelopment in the next 2-5 years, an updated SRTP can help define the new vision for local PC transit. The SRTP is eligible for federal funding, as long as local match money is provided at 20%, which is estimated at \$40,000-\$60,000.

4. Follow the Transportation Master Plan with Detailed Transit, Parking, Trails and Streets Strategies.

The transportation master plan will lay out a broad transportation vision, along with prioritized strategies, projects and services. In order to implement specific projects and services, Park City needs more detailed action and infrastructure blueprints to ensure that the highest value projects and services are completed, and to coordinate and sequence work across city departments and within budget.

Current Projects

It is important to note the projects listed below are currently underway and the new master plan will not create project delays. However, listing them illustrates the need to ensure we have a holistic plan and vision with actionable steps. Staff will return to council with more robust updates on the projects below:

- Park City Mountain Resort base redevelopment & circulation
- Arts & Culture District
- County-led planning on SR-224 for interchange improvements and future BRT
- Quinn's Park & Ride and SR-248 inbound bus priority
- Iron Horse area redevelopment
- Aerial Transportation study
- Upper Park Avenue reconstruction

Conclusion

Park City is known for being innovative with transportation solutions, pushing boundaries on programs and policies, and thinking big. Park City is also known for action, bold aspirations, and providing the resources to make smart and strategic investments with taxpayer money. An updated transportation master plan should be developed in order to responsibly prioritize and organize projects, provide realistic timelines, accurate budget projections, and metrics for measuring success. Adopting an updated plan will allow a strategic and thoughtful approach to transportation improvements for our community.

Attachments

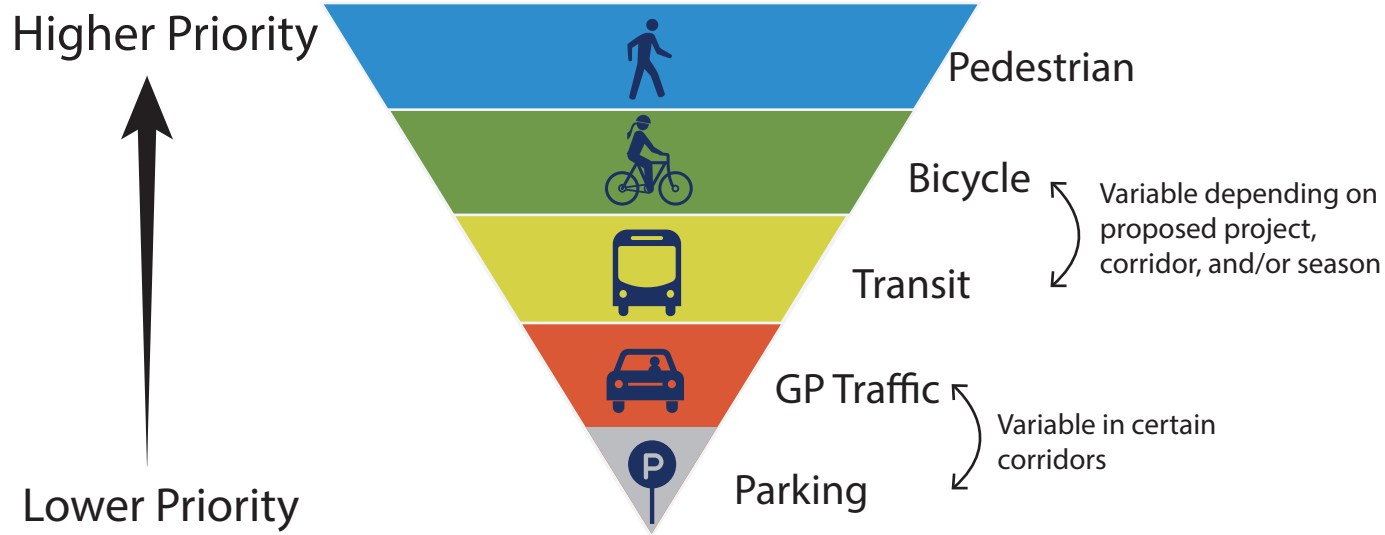
Exhibit A – [Briefing Booklet](#) (Existing Conditions Report for 2018-19 Park City Forward efforts)

Exhibit B – [2018 Transportation Master Plan Scope of Work](#)

Exhibit C – Draft Modal Hierarchy & Street Typologies

Exhibit D – 2011 TTMP Project Lists

Modal Priority for Decision Making



Seasonal Design Considerations



- Verify widths of lanes, flex space allow for snow plowing and storage.
- Some uses may be seasonal, such as cycling where on-street and off-street routes are redundant, sign for seasonal restrictions per city engineer direction.

Dense/Old Town

Local

Commercial

Residential

Suburban

Commercial

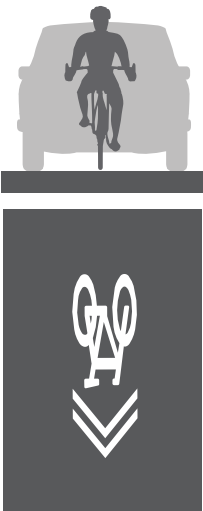
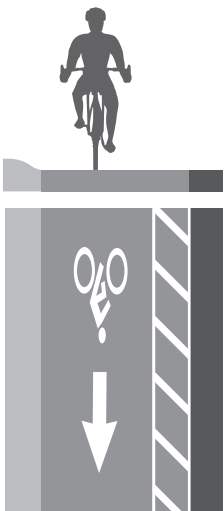
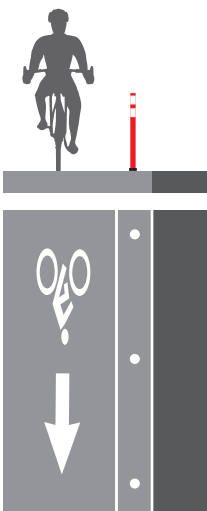
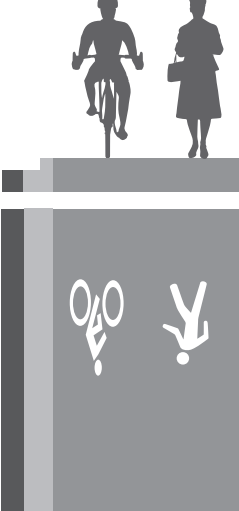
Residential

Mobility Corridors

UDOT

Non-UDOT

Bicycle & Pedestrian Treatment Toolbox

Sharrow	Striped Bicycle Lane	Buffered Bicycle Lane	Protected Bicycle Lane		Multi-use Path/ Sidepath	Sidewalk Facility
	 5' minimum, 7' preferred. Minimum 3' outside of gutter	 Minimum 5' and 2' buffer	 On-street with flexible bollards installed seasonally	 Raised Protected	 12'-15' preferred. Separate facility, but usually roadway adjacent.	 Minimum 6', 8'+ preferred. This is a behind-curb facility for pedestrians.
Dense Local, Commercial Suburban Local	Dense Residential Suburban Commercial	Suburban Major Residential Suburban Commercial	Suburban Major Residential Suburban Commercial	Suburban Major Residential Suburban Commercial	UDOT Arterial Non-UDOT Arterial	

Old Town

Local

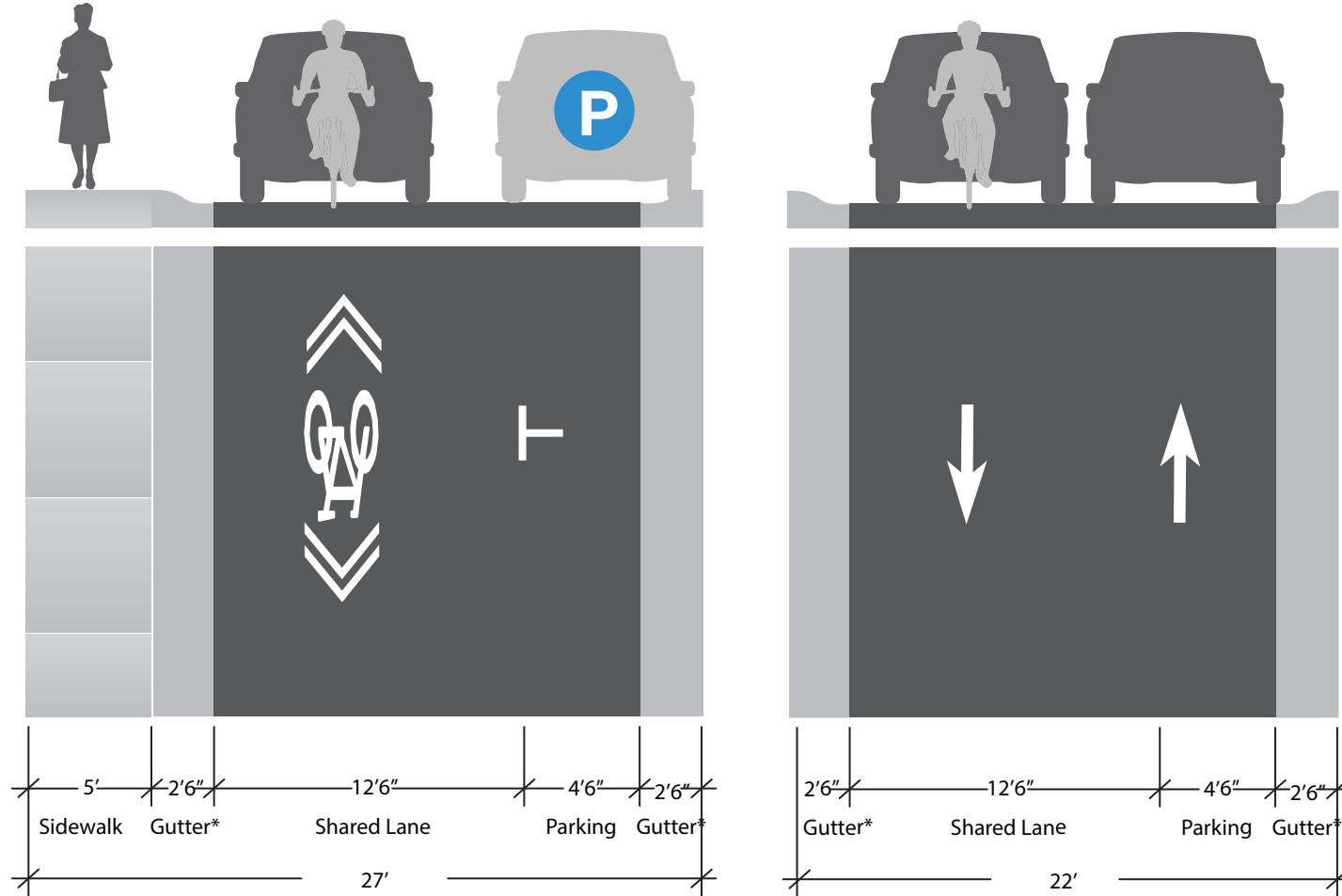
Location: Old Town

ADT: < 1,000

Priority on parking/access. Low-speed facility relies on shared lane for vehicles and bicycles.

Leftover space should be distributed to match modal hierarchy, with pedestrian space prioritized.

Sidewalk infrastructure is not possible to use visible pavement markings or other treatments to delineate mixing zones.



Old Town

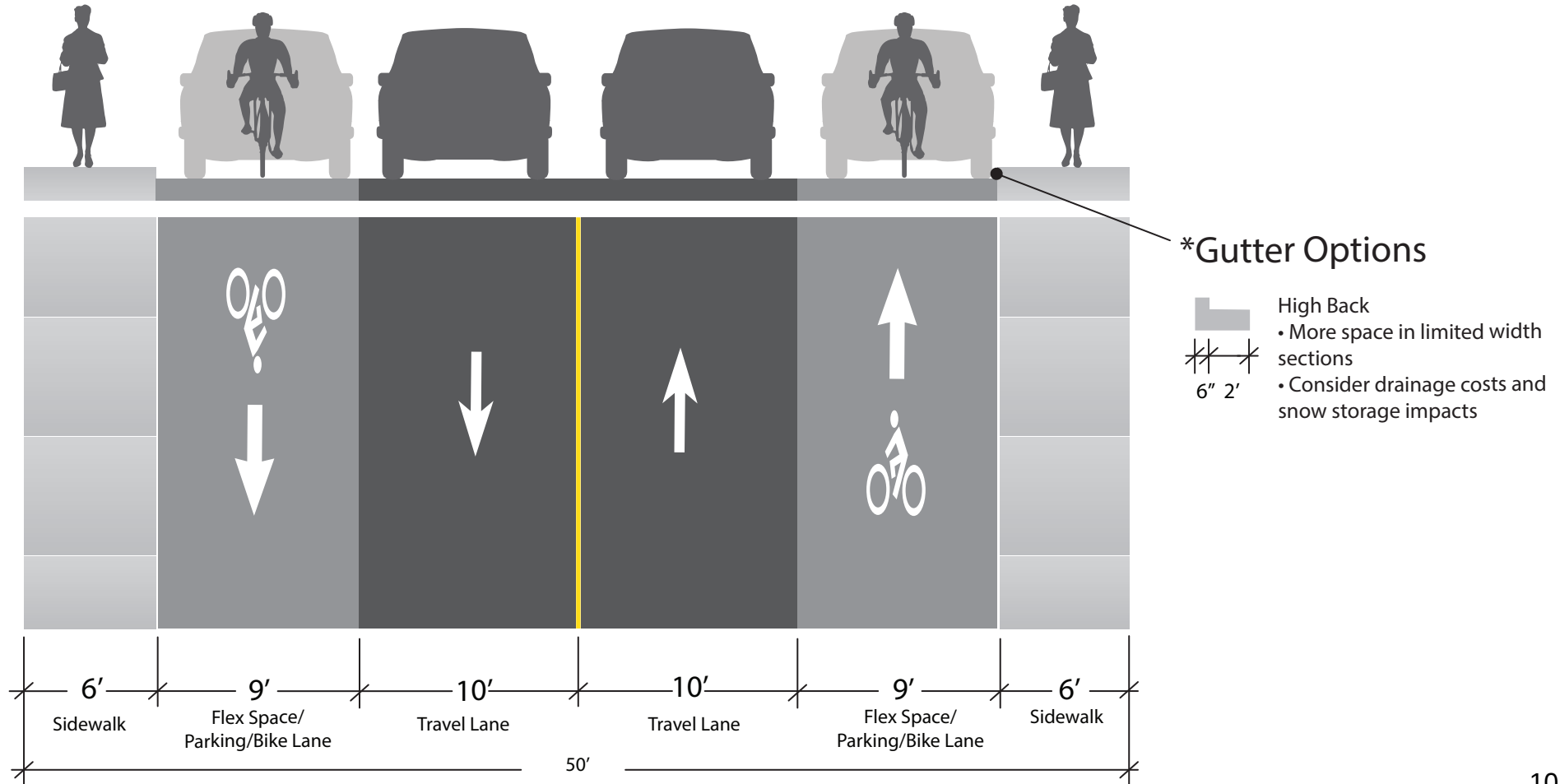
Commercial (like Main St)

Location: Old Town

ADT: 1,000-7,000

Priority on parking/access to business and pedestrian visibility and safety.

Rolled curb options are not recommended on Old Town Commercial Streets.

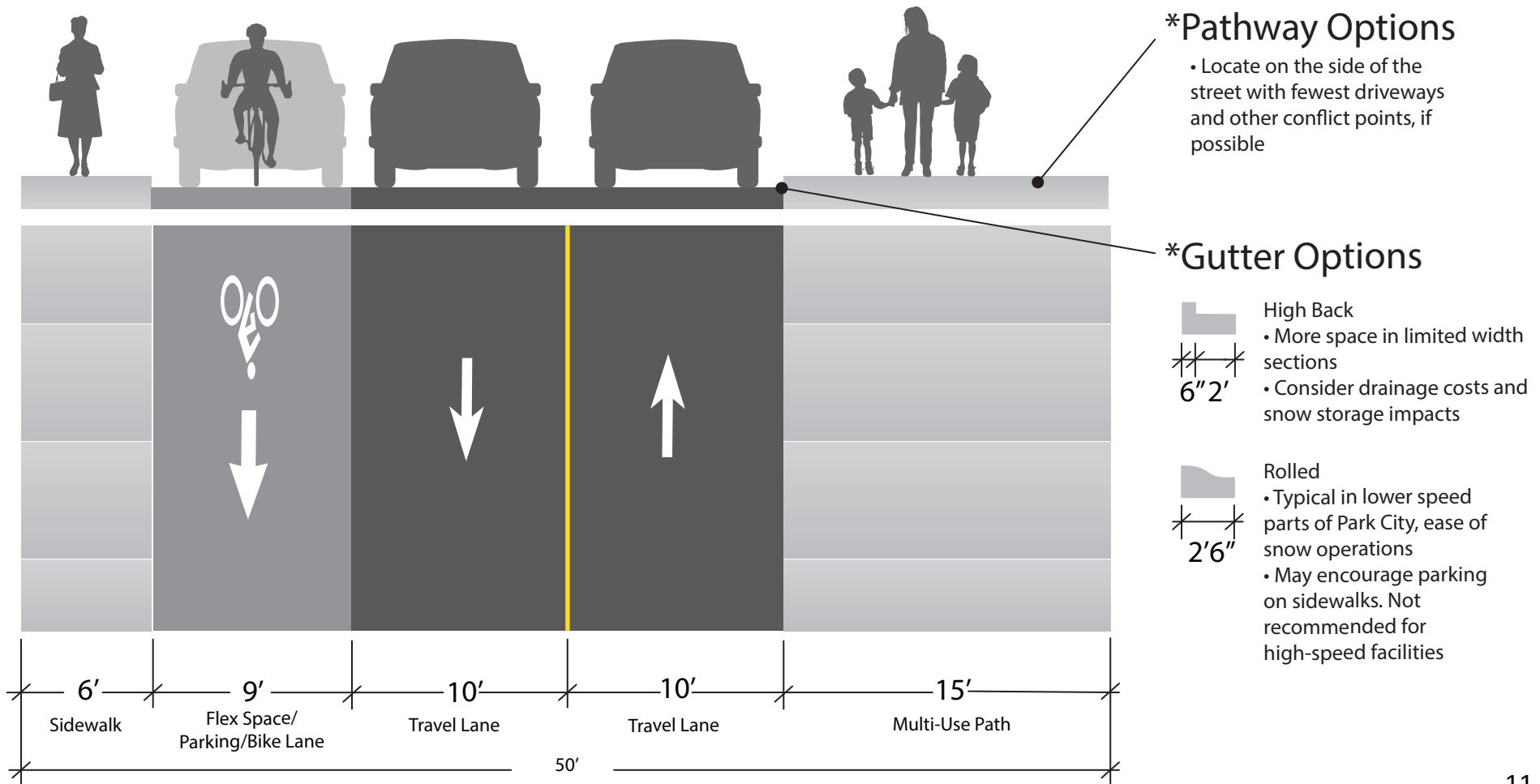


Dense Commercial Active Mode Accessway

Location: Old Town/Neighboring areas

ADT: 1,000-7,000

Priority on parking/access to business and pedestrian visibility and safety.

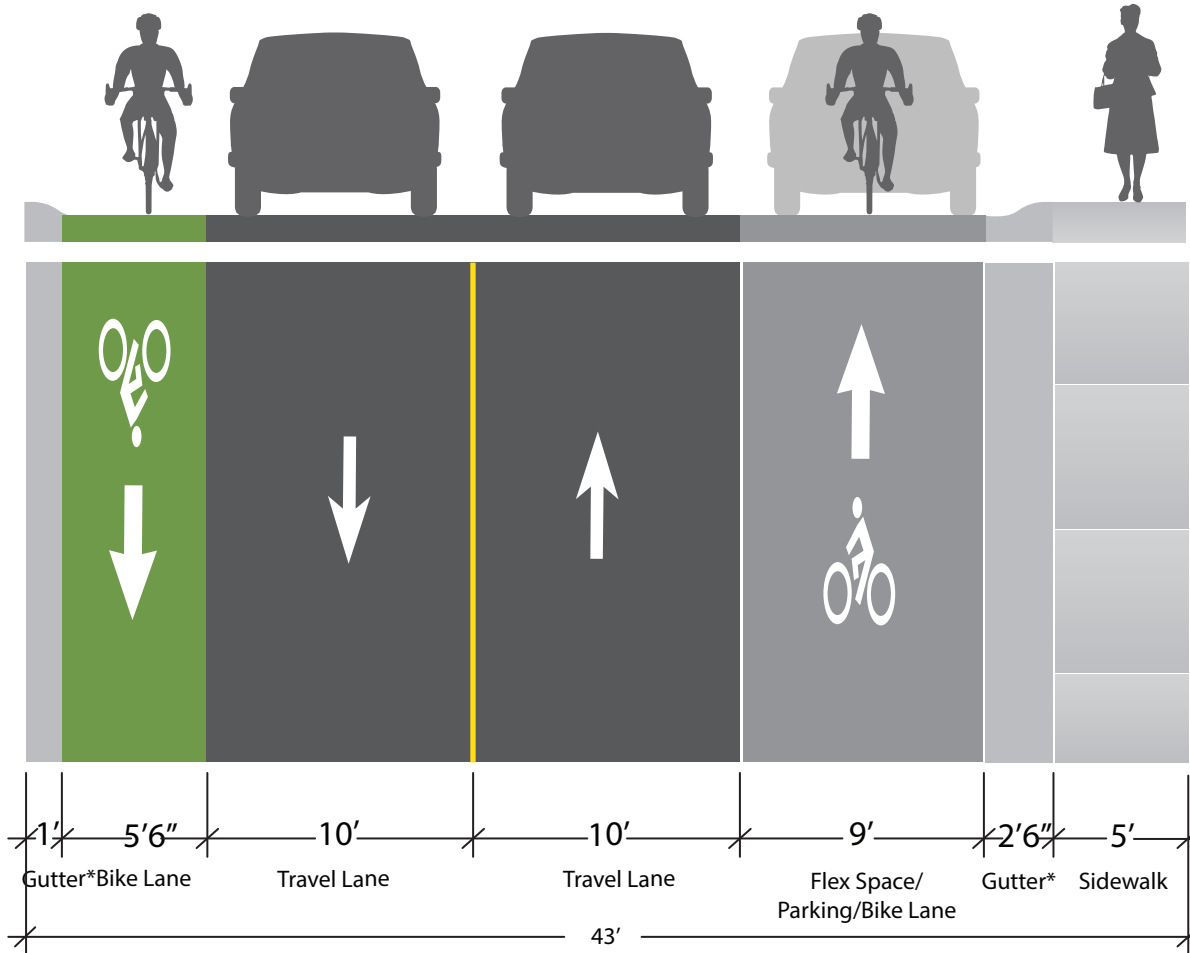


Dense Residential (Minor Residential Collector)

Location: Old Town and more dense developments with more constrained street space.

ADT: 1,000-3,000

Portion of bicycle lane in rolled gutter pan.



*Gutter Options



High Back

- More space in limited width sections
- Consider drainage costs and snow storage impacts



Rolled

- Typical in lower speed parts of Park City, ease of snow operations
- May encourage parking on sidewalks. Not recommended for high-speed facilities

Suburban/Lower Density

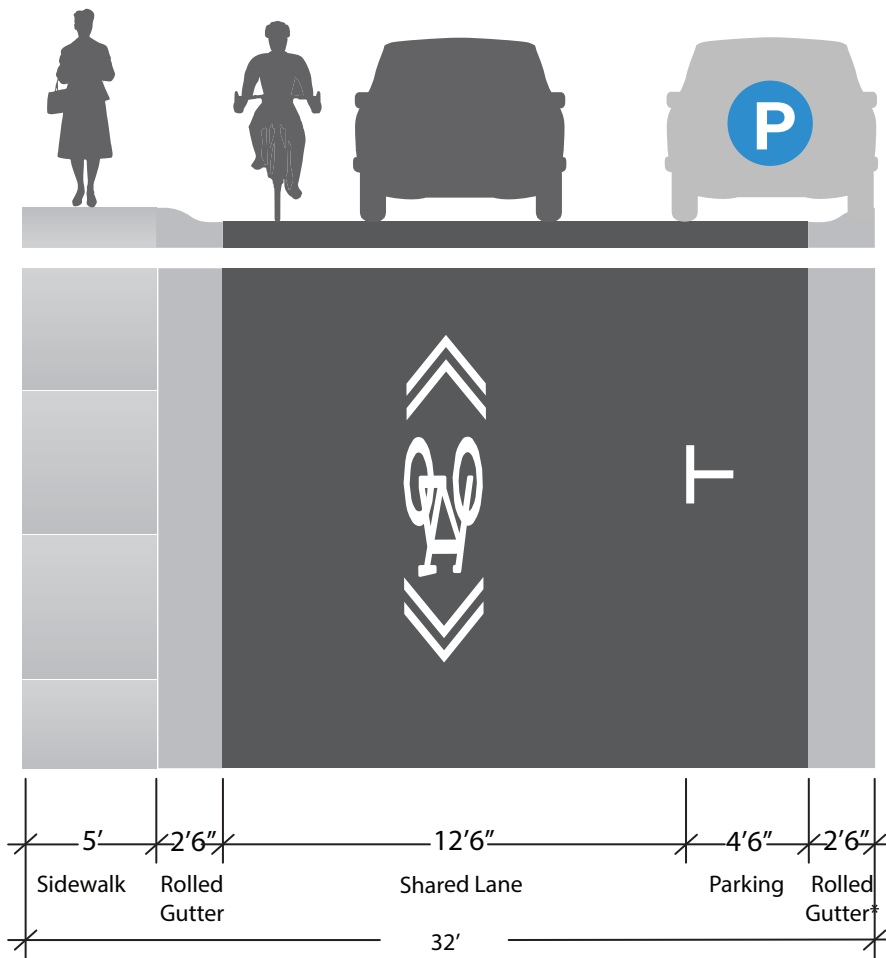
Local

Location: Small local roads in less dense sections of Park City.

ADT: < 1,000

Priority on parking/access. Low-speed facility relies on shared lane for vehicles and bicycles.

Leftover space should be distributed to match modal hierarchy, with pedestrian space prioritized.



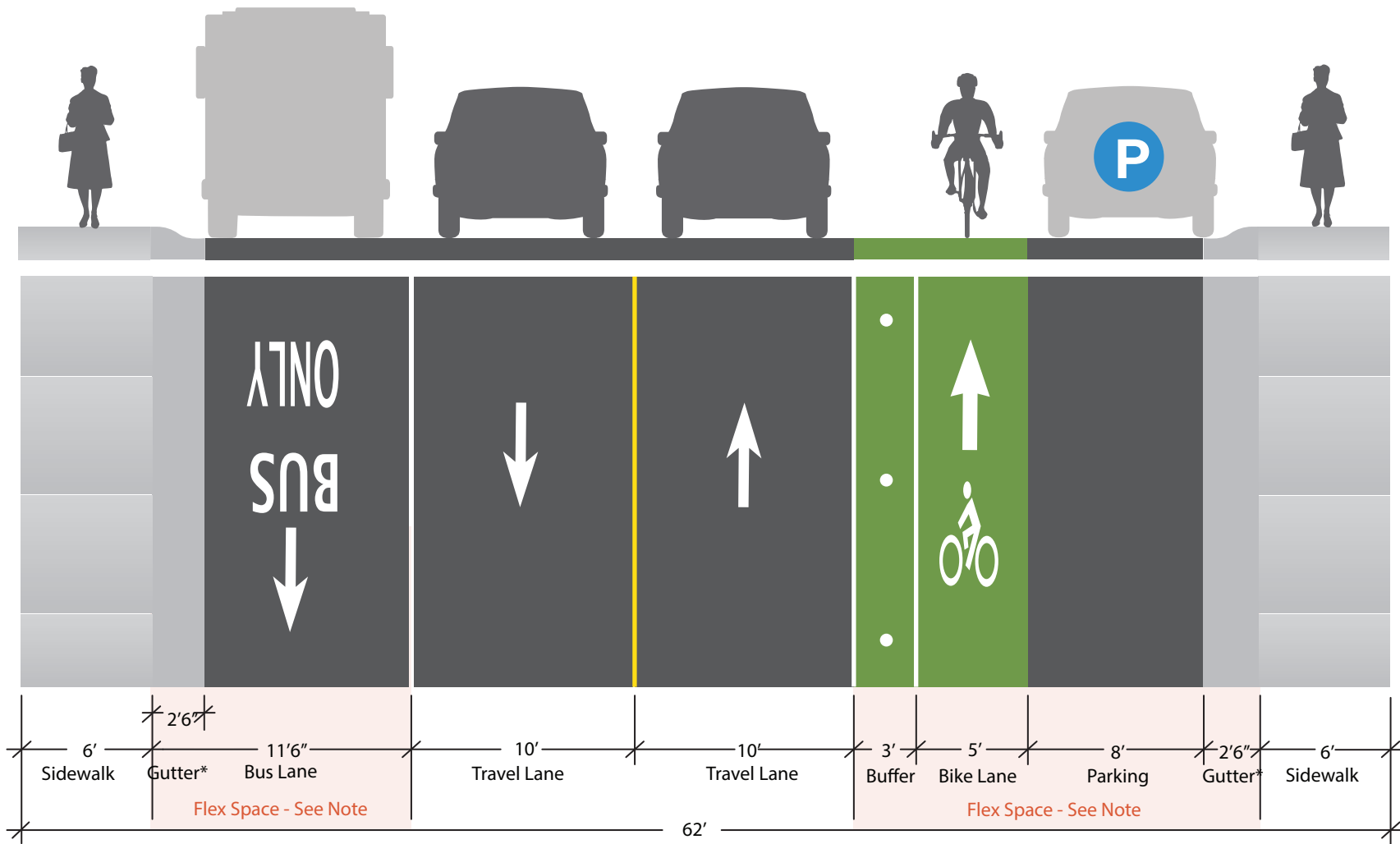
*where sidewalk infrastructure is not possible to use visible pavement markings to note mixing zones

Suburban/Lower Density Residential (Major Residential Collector)

Location: Residential collectors in lower density areas of Park City

ADT: 2,000-6,000

Portion of flex space (including potential transit lanes) in rolled gutter pan.



Note:

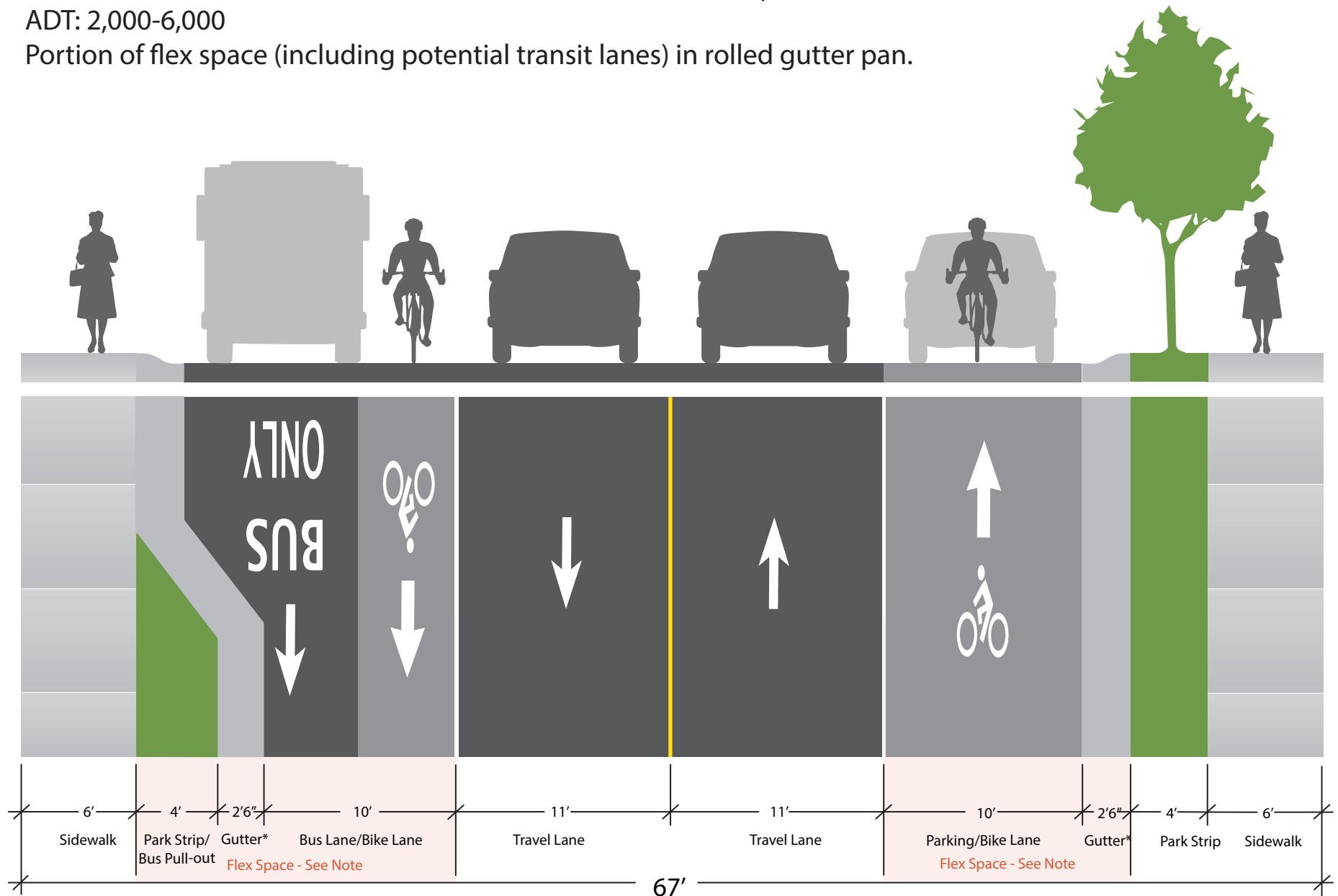
Examples of potential uses of flex space are shown. Utilize modal pyramid for decisionmaking. Consider proposed projects, transit routes, bicycle connectivity, and area context.

Suburban/Lower Density Commercial (Commercial Collector)

Location: Commercial collectors in less dense areas of Park City

ADT: 2,000-6,000

Portion of flex space (including potential transit lanes) in rolled gutter pan.



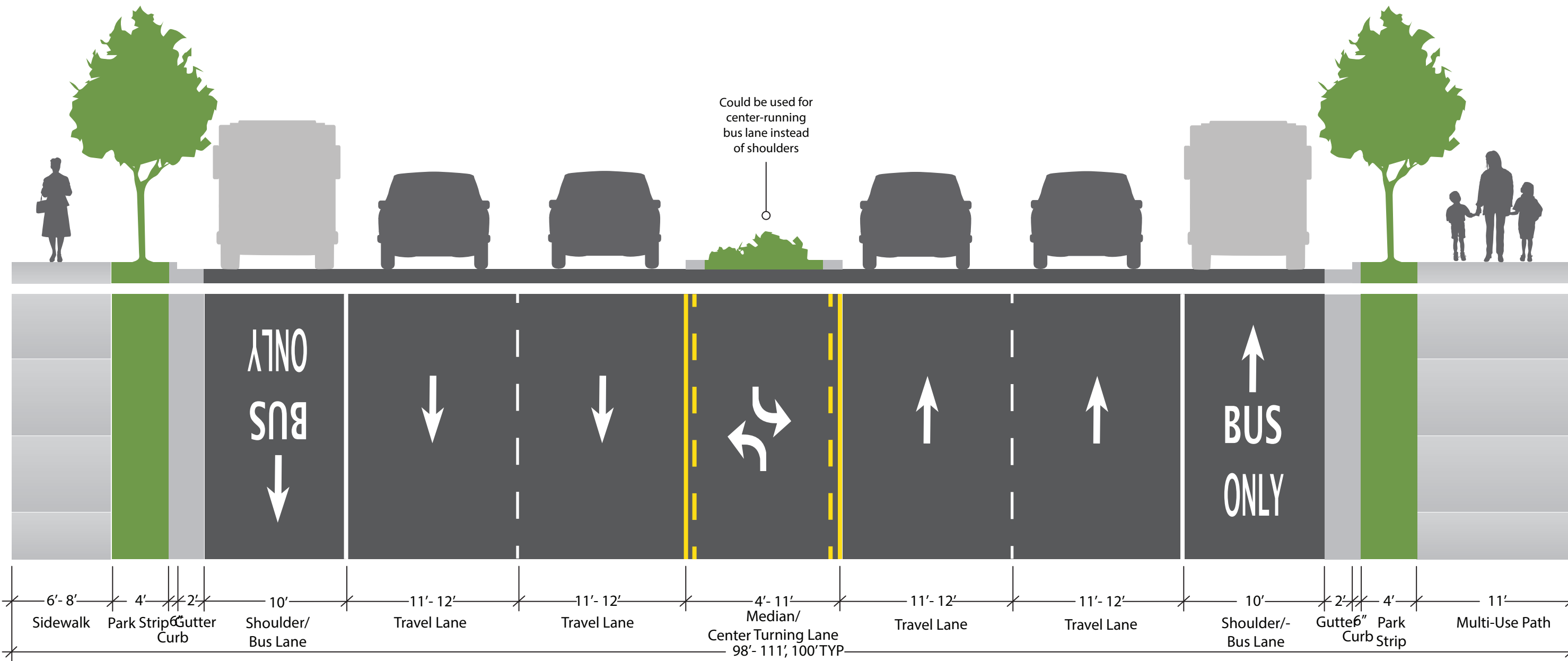
Note:

Examples of potential uses of flex space are shown. Utilize modal pyramid for decisionmaking. Consider proposed projects, transit routes, bicycle connectivity, and area context.

UDOT Arterial

Location: UDOT-owned facilities

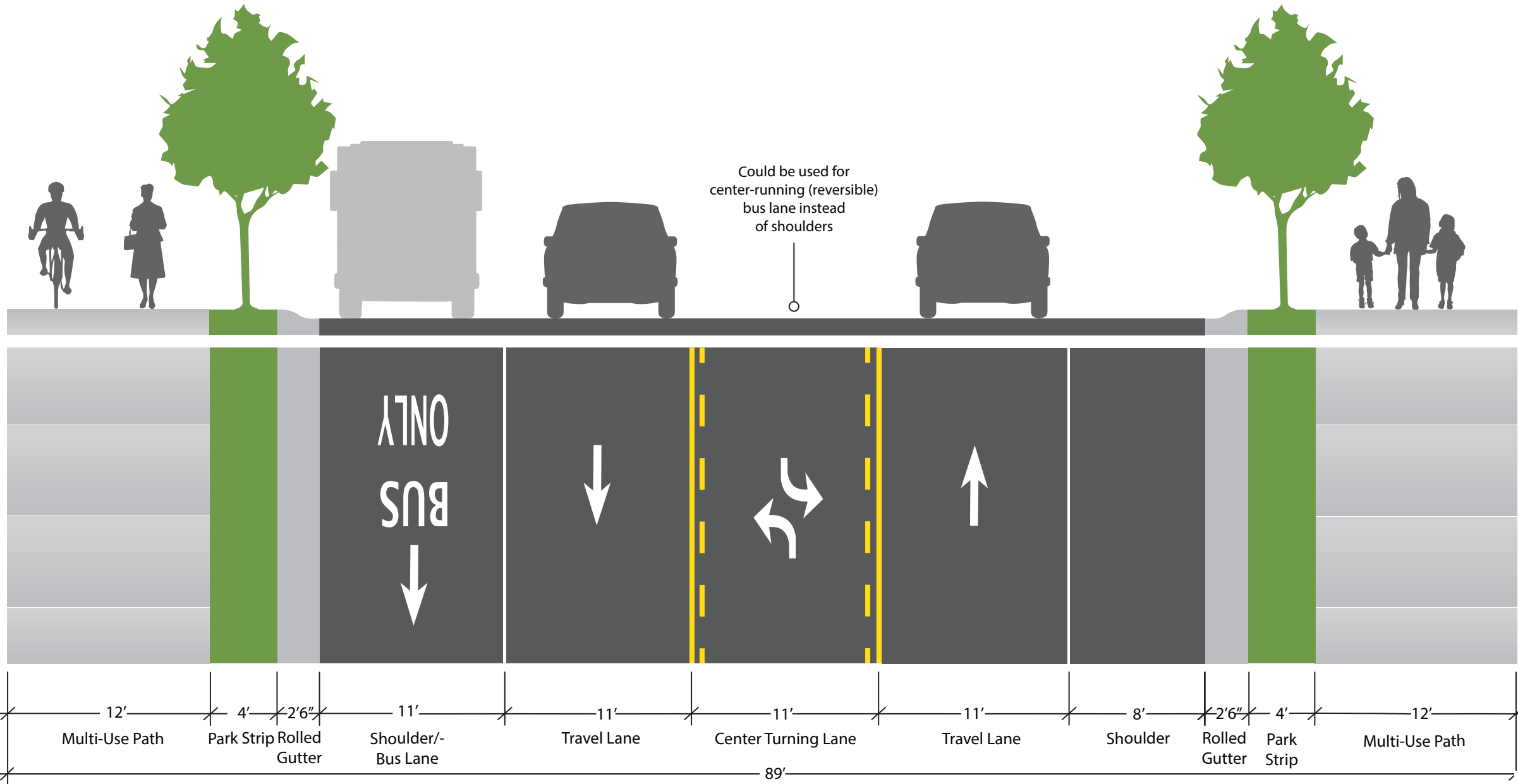
ADT: 20,000 - 35,000+



Non-UDOT Arterial

Location: Non UDOT-owned facilities used for mobility in steep terrain with wide rights-of-way.

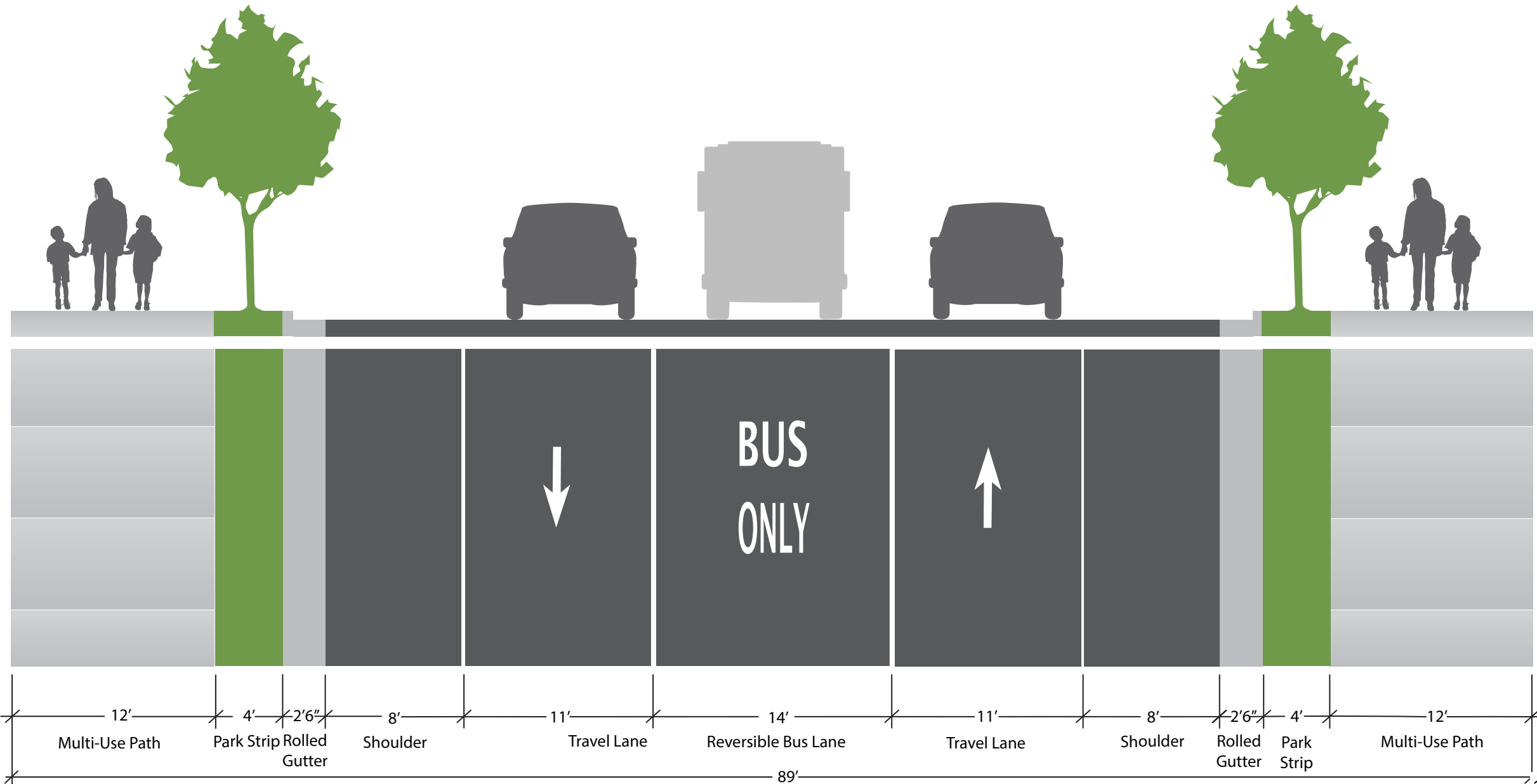
ADT: 5,000 - 10,000+



Non-UDOT Arterial: Reversible Rapid Transit Option

Location: Non-UDOT-owned facilities used for mobility in steep terrain with an emphasis on directional rapid transit that maintains shoulder snow storage. Shoulders can be used as bike lanes or for parking.

ADT: 5,000 - 10,000+



Project lists from the 2011 Traffic and Transportation Master Plan

Most projects have been completed or no longer meet the goals of the community and Council, e.g. adding new roads.

3-5 Year Capital Projects List

PROJECT	STATUS	NOTES
Car Share Program	Not completed	No sustainable model identified so far
Transportation Management Association	Completed	
Dedicated bus lane on SR-224	Completed	
Deer Valley Dr. intersection improvements	Completed	Striping exercises addressing turn lanes
Empire/Silver King intersection improvements	Completed	Still considered unsafe for pedestrians
Ongoing commitment to maintenance	Completed	Called for trails & transit specifically
ITS for paid parking	Completed	
ITS for real-time bus info	Completed	
Transit to Salt Lake City	Completed	PC-SLC Connect

Other Recommended Projects

PROJECT	STATUS	NOTES
New gateway corridor	Not Completed	Meadows Dr. to I-80
New gateway corridor	Not Completed	Deer Valley Resort to US-40
Year round access on Guardsman	Not Completed	\$2.2M+ in upgrades & maintenance
Transit service expansion & spine	Completed/underway	Requires Short Range Transit Plan update
Trail network	Largely completed	
Bicycle network	Largely completed	Needs update for a more robust network
Trail maintenance	Completed/underway	
Bonanza Park Redevelopment	Underway	Arts & Culture District
One-way streets in Old Town	Underway	
Eight new roads proposed	Not Completed	Unsupported currently

Council Agenda Item Report

Meeting Date: October 1, 2020

Submitted by: Jason Christensen

Submitting Department: Public Utilities

Item Type: Staff Report

Agenda Section:

Subject:

Centennial Circle Water Loss Update

Suggested Action:

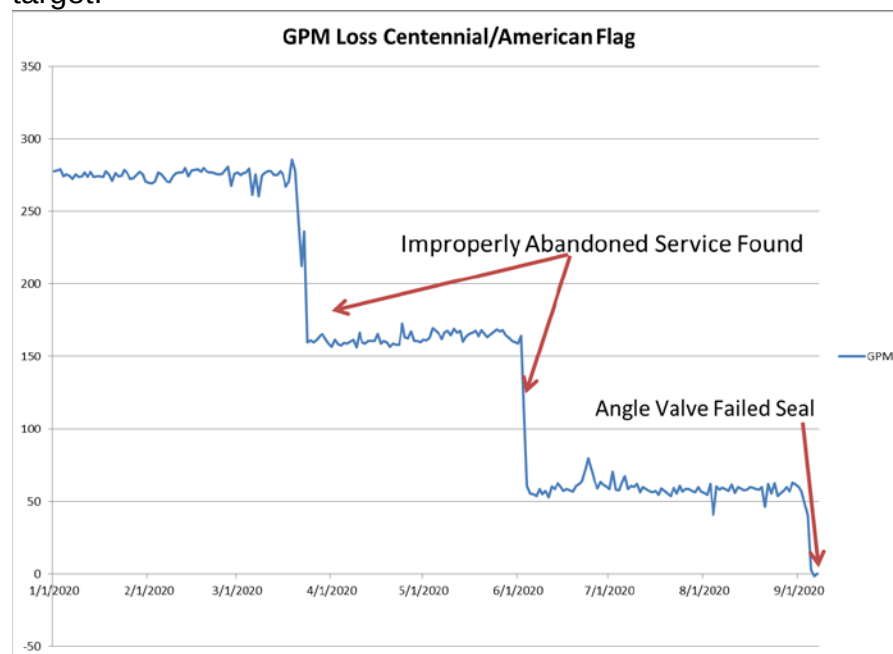
Attachments:

[Centennial Circle Water Loss Staff Report](#)

City Council Staff Communications Report

Subject: Centennial Circle Water Loss Update
Author: Jason Christensen
Department: Public Utilities
Date: October 1, 2020
Type of Item: Informational

- The City has recently had a big win in terms of reducing water loss and increasing energy efficiency of the water system.
- Park City has a [goal](#) of reducing water loss by 1/3rd by the year 2030.
- As part of this goal, water loss targets have been established in approximately 20 subparts of the system.
- Staff has been focused on water loss in Centennial neighborhood subpart since 2018.
 - o [November 29, 2018 Manager's Report](#)
- In order to reduce water loss and manage system assets, staff completed service line replacements in this neighborhood in June of 2020.
 - o This resulted in a substantial reduction in water loss in the form of two improperly abandoned service lines; however, 60 gallons per minute remained, which is above this subparts target.
 - o In the beginning of September, a failed angle valve was found which took remaining water loss in this zone to close to zero, and below the loss target.



- This leak detection work at Centennial has resulted in:
 - o monetary savings of about \$200,000 a year
 - o a 400 gallon per minute reduction in water use since 2018. For context, the City produces an average of 3,500 gallon per minute on a yearly basis.
 - o a 275 gallon per minute reduction since 1/2020
 - o a meaningful reduction in our carbon footprint that supports the City's net zero goal; and
 - o based on prior modeling may allow the new energy efficient [Deer Crest pump station](#) to meet demands entirely in the upper water system.
- Next up, Thaynes and Old Town. Additional smaller subsections are in progress for Old Town, to help identify if the problem is in a specific spot. When we started in 2018 we were looking at all of Upper Deer Valley (10% of the system). It was through a smaller subsection that we could focus in on the Centennial neighborhood (1.6% of the system).

DMA Name	Target Loss (GPM)	Actual Loss (GPM)	Percentage Over/Under	GPM Loss over/ under Target
Thaynes	81.4	209	257%	127.6
Old Town	75.7	185	244%	109.3
Park Meadows	190.9	391	205%	200.1
Deer Valley Lower	55.6	100	180%	44.4
Aerie	42.8	70	164%	27.2
Fairway Hills	51.4	61	119%	9.6
Deer Valley Upper	51.2	55	107%	3.8
Flagstaff	25.1	17	68%	-8.1
Bald Eagle	22.5	10	45%	-12.5
Oaks	27.9	10	36%	-17.9
Sandstone Cove	5.7	2	35%	-3.7
Iron Canyon	9.3	3	32%	-6.3
Red Cloud Tank	7.9	2	25%	-5.9
American Flag (Centennial)	12.2	3	25%	-9.2
Red Cloud	5.3	1	19%	-4.3
Mine Bench	2.5	0	0%	-2.5
Below American Flag	7.3	0	0%	-7.3
Daly	3.4	0	0%	-3.4

Council Agenda Item Report

Meeting Date: October 1, 2020

Submitted by: Jonathan Weidenhamer

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section:

Subject:

Consideration to Approve a One-Year Extension of the Downtown Waste Removal Contract and Business Improvement District (BID) Management Contract
(A) Public Input (B) Action

Suggested Action:

Attachments:

[Downtown Trash and BID Contract Extensions Staff Report](#)

[Exhibit A: Republic Fourth Addendum](#)

[Exhibit B: HPCA Second Addendum](#)

City Council Staff Report

Subject: Downtown Waste and Business Improvement Contracts – One Year Extension Request
Author: Jonathan Weidenhamer
Department: Economic Development
Date: October 1, 2020
Type of Item: Administrative

Recommendation

Approve one-year extensions of the downtown waste removal contract and Business Improvement District (BID) Management contract. If Council is supportive, staff will return before the contracts expire on November 30 with new contracts for consideration.

Executive Summary

Due to the ongoing economic impacts of COVID-19 and the resulting uncertainty of the market, staff recommends extending the City Service contracts for downtown trash and BID management services for an additional year through November 30, 2021. Council's waste diversion goals will introduce more complex operations and may increase costs. New operational changes that may impact a business's continuity, given the uncertainty facing the tourism economy, isn't recommended until after the ski season concludes and more certainty is obtained.

Background

In 2007, Summit County chose to focus on providing residential and not commercial trash service operations throughout Summit County due to rising costs. In response, PCMC procured two service providers to ensure consistent and quality services in downtown Park City:

1. Downtown Trash - Consolidation of solid waste services with a single trash provider for the downtown provides a consistent and predictable trash service level. Additionally, it limits multiple companies (trucks, pick up times, dumpsters, totes, etc.) operating throughout the downtown.

PCMC entered into the current solid waste removal contract with Republic Services in 2013. That contract was extended in 2016, again in 2019, and most recently on June 25, 2020, Council agreed to extend the contract to November 30, 2020 ([link](#)).

2. Downtown BID – The current service provider, the Historic Park City Alliance (HPCA), uses proceeds from the BID to provide staff and helps manage and implement the trash contract, and allows for communication with PCMC. A \$243 fee is levied annually on each business license within the BID, including convention and sales licenses. The City's role is to decide if the services provided are in the public's interest and then act as a conduit to pass through funding created by the fee that merchants impose upon themselves.

PCMC approved the service provider agreement with HPCA to administer the BID in 2007. On June 6, 2019, PCMC extended the contract to June 30, 2020, and adjusted the scope slightly to be more specific and include performance standards to provide clarity to both parties. On June 25, 2020, Council agreed to extend the contract to November 30, 2020 ([link](#)). As an interim step Council asked their liaisons to engage with HPCA board to discuss possible changes to the BID management scope.

Analysis

Before the Covid pandemic, staff was finalizing an RFP to procure a service provider to implement the Council's aggressive waste diversion goals and concurrently preparing to procure a BID service provider. Council liaisons met with HPCA on September 10, 2020. The group discussed the option of delaying new trash & BID contracts. In the context of ongoing COVID related impacts and uncertainty of the market, staff agrees that introducing new or additional items to downtown businesses is better to delay for one more winter season. Both contracts will expire on November 30, 2020.

Timing

Staff considered six and twelve-month extensions. Staff recommend twelve months, in that there is still so much uncertainty with the timing of economic recovery, we don't want to come back with yet another extension if the market hasn't become more predictable. The counter of that argument is that we will have a further delay in implementing waste diversion goals.

Current Diversion Policy

Without clear deliverables for diversion in the current trash contract, recycling has been a combination of efforts. There are a cardboard compactor and two cardboard dumpsters in use through the Republic/City contract. The HPCA initiated a business franchise fee that provides mobile recycling for pre-sorted cardboard, paper, plastic, aluminum, and metal. It is available to all merchants on a set schedule (2-3x/week). There is no centralized glass or food waste program, with individual businesses using individual contractors to provide services. Containers to store glass and food are random and inconsistent, often found on public property in varying forms, shapes, and sizes.

With the draft trash RFP, staff intended to pursue a comprehensive and graduated implementation strategy over an extended contract. Establishing clear waste diversion goals and policies will aid with identifying deliverables for prospective bidders. .

Financial

Staff is currently working with Republic to identify any possible increases in cost. Increased costs aren't anticipated with the reduction in volumes both for HPCA and City facilities. However, the current contract does consider increases for the CPI. Staff is working with Republic to identify any cost implications. HPCA has not suggested increasing scope or costs as part of any one-year extension.

Alternatives

1. Approve a shorter extension, i.e., six months - Implement waste diversion goals sooner.
2. Not authorize extensions – Would not allow enough time to procure service providers by November 30 expiration. At a minimum the existing contracts would need 90-day extensions.

Exhibits

Attachment A	Republic Services Contract Fourth Addendum
Attachment B	HPCA BID Contract Second Addendum

FOURTH ADDENDUM TO PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

This FOURTH ADDENDUM is made and entered into in duplicate this 20
day of July, 2020, by and between PARK CITY MUNICIPAL
CORPORATION, a Utah municipal corporation (“City”), and ALLIED WASTE
SERVICES OF NORTH AMERICA, LLC, a Delaware limited liability company d/b/a
ALLIED WASTE SERVICES OF SUMMIT COUNTY//REPUBLIC SERVICES OF
SUMMIT COUNTY, (“Service Provider”), to amend the Park City Municipal
Corporation Service Provider/Professional Services Agreement signed and executed by
the parties on December 1, 2013, as amended by Amendment #1 executed by the parties
on December 1, 2013, the Second Addendum executed the by the parties on December 5,
2016, and the Third Addendum executed by the parties on April 13, 2020

WITNESSETH:

WHEREAS, the parties entered into a Park City Municipal Corporation Service
Provider/Professional Services Agreement on December 1, 2013, (hereinafter “Original
Agreement”);

WHEREAS, the parties entered into Amendment #1, on December 1, 2013,
(hereinafter, “Amendment #1”, addressing insurance requirements, and landfill fees; and

WHEREAS, the parties entered into a Second Addendum on December 5, 2016,
(hereinafter, “Second Addendum”), extending the term for an additional three (3) years,
terminating on November 30, 2019; and allowing for an annual fee increase for basic
service; and

WHEREAS, the parties entered into a Third Addendum on April 13, 2020, to
extend the term until June 30, 2020, and to include a price increase for the Additional
Extended Term; and

WHEREAS, due to the unforeseen impacts of Covid19, the parties desire to
extend the term of the Original Agreement and addenda until November 30, 2020
(hereinafter “Additional Extended Term”) under the current terms.

NOW, THEREFORE, in consideration of the mutual promises made herein and
other valuable consideration, the parties hereto now amend the Original Agreement and
addenda as follows:

1. AMENDMENTS:

- a. **EXTENSION OF TERM.** The term of the Original Agreement and addenda
shall be extended to a termination date of November 30, 2020.

2. **OTHER TERMS.**

All other terms and conditions of the Original Agreement and addenda shall continue to apply.

3. **ENTIRE AGREEMENT.** This Fourth Addendum is a written instrument pursuant to Section 23 of the Original Agreement between the parties and cannot be altered or amended except by written instrument, signed by all parties.

4. **COUNTERPARTS.** This Fourth Addendum may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

5. **ELECTRONIC SIGNATURES.** Each party agrees that the signatures of the parties included in this Fourth Addendum, whether affixed on an original document manually and later electronically transmitted or whether affixed by an electronic signature through an electronic signature system such as DocuSign, are intended to authenticate this writing and to create a legal and enforceable agreement between the parties hereto.

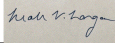
IN WITNESS WHEREOF the parties hereto have caused this Fourth Addendum to be executed the day and year first herein above written.

PARK CITY MUNICIPAL CORPORATION, a
Utah municipal corporation
445 Marsac Avenue
P.O. Box 1480
Park City UT 84060-1480

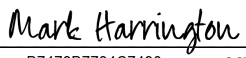
DocuSigned by:

D5D522E80F216F...
MATT DIAS, City Manager

Attest:

DocuSigned by:

B629134DAB1D4C9...
City Recorder's Office

Approved as to form:

DocuSigned by:

B7470B7734C7490...
City Attorney's Office

SERVICE PROVIDER:

ALLIED WASTE SERVICES OF NORTH
AMERICA, LLC, a Delaware limited liability
company d/b/a ALLIED WASTE SERVICES OF
SUMMIT COUNTY//REPUBLIC SERVICES OF
SUMMIT COUNTY

4144 Atkinson Ave.
Park City, UT 84098
Tax ID#: 20-1838910
PC Business License #:B-005238

Reece DeMille

Printed Name

DocuSigned by:

9FC285E446FD4FF...
Signature

Manager Municipal Services (Utah)

Title

THE CITY REQUIRES THE SERVICE PROVIDER TO COMPLETE EITHER THE NOTARY BLOCK OR THE UNSWORN DECLARATION, WHICH ARE BELOW.

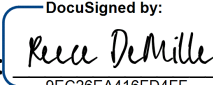
STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this _____ day of _____, 2020,
_____ personally appeared before
me, whose identity is personally known to me or/proven to me on the basis of satisfactory
evidence, and who by me duly sworn/affirmed, did say that he/she is the _____
(title), of ALLIED WASTE SERVICES OF NORTH AMERICA, LLC, a Delaware
limited liability company d/b/a ALLIED WASTE SERVICES OF SUMMIT
COUNTY//REPUBLIC SERVICES OF SUMMIT COUNTY, and that said document
was signed by him/her on behalf of said corporation by authority of its Bylaws, or
Resolution of its Board of Directors, and he/she acknowledged to me that she executed
the Fourth Addendum to the Park City Municipal Corporation Service
Provider/Professional Services Agreement.

Notary Public

I declare under criminal penalty under the law of Utah that the foregoing is true and
correct. Signed on the 10 day of July, 2020, at
Utah, Utah (insert State and County here).

Printed name Reece DeMille

Signature:  _____
9EC26EA416FD4FF...



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 5

DATE (MM/DD/YYYY)
06/30/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CANNON COCHRAN MANAGEMENT SERVICES, INC. 17015 N. SCOTTSDALE RD SCOTTSDALE, AZ 85255	CONTACT NAME: PHONE (A/C No.Ext): _____ FAX (A/C No.Ext): _____ E-MAIL ADDRESS: certifiicateam@ccmsi.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	INSURER A: ACE American Insurance Co.	
	INSURER B: Indemnity Insurance Company of NA	
	INSURER C: ACE Fire Underwriters	
	INSURER D: Illinois Union Insurance Company	
	INSURER E:	
	INSURER F:	

APPROVED

COVERAGES

CERTIFICATE NUMBER: 1772595

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC ☐ OTHER: _____			HDO G71450892	06/30/2020	06/30/2021	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS -COMP/OP AGG \$ 5,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ OWNED AUTOS ☒ SCHEDULED AUTOS ONLY ☒ HIRED AUTOS ☒ NON-OWNED AUTOS ONLY			ISA H25305425	06/30/2020	06/30/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE AGGREGATE
B A C A D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ☐ N/A ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☒ N If yes, describe under DESCRIPTION OF OPERATIONS below			WLR C67458424 AOS WLR C67458382 AZ/CA/MA/OR SCF C67458461 - WI WCU C67458503 - OH XS TNS C66948560 - TX NSXS	06/30/2020 06/30/2020 06/30/2020 06/30/2020	06/30/2021 06/30/2021 06/30/2021 06/30/2021	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE -EA EMPLOYEE \$ 3,000,000 E.L. DISEASE -POLICY LIMIT \$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Division Number: 4494 - Named Insured Includes: Allied Waste Services of North America, LLC - Db: Allied Waste Services of Summit County

CERTIFICATE HOLDER

Park City Municipal Corporation
 PO Box 1480
 Park City, UT 84060
 United States

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2016 ACORD CORPORATION. All rights reserved.



ADDITIONAL REMARKS SCHEDULE

Page 2 of 5

AGENCY		NAMED INSURED	
POLICY NUMBER See First Page		REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	
CARRIER See First Page	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS**CERTIFICATE NUMBER: 1772595**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The following provisions apply when required by written contract. As used below, the term certificate holder also includes any person or organization that the insured has become obligated to include as a result of an executed contract or agreement.

GENERAL LIABILITY:

Certificate holder is Additional Insured including on-going and completed operations when required by written contract.

Coverage is primary and non-contributory when required by written contract.

Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

AUTO LIABILITY:

Certificate holder is Additional Insured when required by written contract.

Coverage is primary and non-contributory when required by written contract.

Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY:

Waiver of Subrogation in favor of the certificate holder is included when required by written contract where allowed by state law.

Stop gap coverage for ND, WA and WY is covered under policy no. WLR C67458424 and stop gap coverage for OH is covered under policy no. WCU C67458503, as noted on page 1 of this certificate.

TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:

Insured is a registered non-subscriber to the Texas Workers Compensation Act. Insured has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers Compensation Insurance in Texas. The excess policy (#TNS C66948560) shown on this certificate provides excess Indemnity and Employers Liability coverage for the approved Indemnity Plan.

Contractual Liability is included in the General Liability and Automobile Liability coverage forms. The General Liability and Automobile Liability policies do not contain endorsements excluding Contractual Liability.

Separation of Insured (Cross Liability) coverage is provided to the Additional Insured, when required by written contract, per the Conditions of the Commercial General Liability Coverage form and the Automobile Liability Coverage form.

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

POLICY NUMBER: HDO G71450892

Endorsement Number: 2
COMMERCIAL GENERAL LIABILITY
 CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any Owner, Lessee or Contractor whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.	All locations where you are performing operations for such additional insured pursuant to any written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

POLICY NUMBER: HDO G71450892

Endorsement Number: 6
COMMERCIAL GENERAL LIABILITY
 CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any Owner, Lessee or Contractor whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss	All locations where you perform work for such additional insured pursuant to any such written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in duplicate this 1st day of December, 2013, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and ALLIED WASTE SERVICES of NORTH AMERICA, LLC, d/b/a ALLIED WASTE SERVICES of SUMMIT COUNTY//REPUBLIC SERVICES of SUMMIT COUNTY, a Utah limited liability company ("Service Provider").

WITNESSETH:

WHEREAS, the City desires to have certain services and tasks performed as set forth below requiring specialized skills and other supportive capabilities; and

WHEREAS, sufficient City resources are not available to provide such services; and

WHEREAS, the Service Provider represents that the Service Provider is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise, where required, to perform the services and/or tasks set forth in this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the parties hereto agree as follows:

1. SCOPE OF SERVICES.

The Service Provider shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Service Provider responsibilities throughout this Agreement and as set forth in the "Scope of Services" attached hereto as "Addendum A" and incorporated herein (the "Project"). The total fee for the Project shall not exceed per annum \$17,500 for City Facilities and \$55,000 for HPCA Main Street Area.

The materials to be collected by the Service Provider shall not contain any hazardous materials, waste or substance; toxic substances, waste or pollutants; contaminants; infectious waste; medical waste or radioactive waste (collectively "Excluded Waste") each as defined by applicable federal, state, or local laws or regulations (collectively "Applicable Laws"). If excluded wastes are deposited in any landfill and such Excluded Waste is conclusively determined to have been generated by the City, Service Provider shall have the right, at City's expense to take all reasonable and prudent measures to remove and properly dispose of the Excluded Waste in a manner which meets all applicable laws. Service Provider shall acquire all title to waste materials when they are loaded into Service Provider's

truck. Title to and liability for any Excluded Waste shall remain within the City and at no time pass to Service Provider.

2. TERM.

The term of this Agreement shall commence on the date of execution on this Agreement and shall terminate on November 30, 2016 or earlier, with an option to renew for three (3) additional years. Unless extended by mutual written agreement of the Parties.

3. COMPENSATION AND METHOD OF PAYMENT.

- A. Payments for services provided hereunder shall be made monthly following the performance of such services.
- B. No payment shall be made for any service rendered by the Service Provider except for services identified and set forth in this Agreement.
- C. For all "extra" work the City requires, the City shall pay the Service Provider for work performed under this Agreement according to the schedule attached hereto as "Addendum B," or if none is attached, as subsequently agreed to by both parties in writing.
- D. The Service Provider shall submit to the City Manager or his designee on forms approved by the City Manager, an invoice for services rendered during the pay period. The City shall make payment to the Service Provider within thirty (30) days thereafter. Requests for more rapid payment will be considered if a discount is offered for early payment. Interest shall accrue at a rate of six percent (6%) per annum for services remaining unpaid for sixty (60) days or more.
- E. The Service Provider reserves the right to suspend or terminate work and this Agreement if any unpaid account exceeds sixty (60) days.

4. REPORTS AND INSPECTIONS.

- A. The Service Provider, at such times and in such forms as the City may require, shall furnish the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement.
- B. The Service Provider shall at any time during normal business hours and as often as the City may deem necessary, make available for examination of all its records and data with respect to all matters covered, directly or indirectly, by this Agreement and shall permit the City or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City may, at its discretion, conduct an audit at its

expense, using its own or outside auditors, of the Service Provider's activities, which relate directly or indirectly, to this Agreement.

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

- A. The parties intend that an independent Service Provider/City relationship will be created by this Agreement. No agent, employee, or representative of the Service Provider shall be deemed to be an employee, agent, or representative of the City for any purpose, and the employees of the Service Provider are not entitled to any of the benefits the City provides for its employees. The Service Provider will be solely and entirely responsible for its acts and for the acts of its agents, employees, subcontractors or representatives during the performance of this Agreement.
- B. In the performance of the services herein contemplated the Service Provider is an independent contractor with the authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of the City and shall be subject to the City's general rights of inspection and review to secure the satisfactory completion thereof.

6. SERVICE PROVIDER EMPLOYEE/AGENTS.

The City may at its sole discretion require the Service Provider to remove an employee(s), agent(s), or representative(s) from employment on this Project. The Service Provider may, however, employ that (those) individuals(s) on other non-City related projects.

7. HOLD HARMLESS INDEMNIFICATION.

- A. The Service Provider shall indemnify and hold the City and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Service Provider's defective performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Service Provider; and provided further, that nothing herein shall require the Service Provider to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. The Service Provider expressly agrees that the indemnification provided herein constitutes the Service Provider's limited waiver of immunity as an employer under Utah Code Section 34A-2-

105; provided, however, this waiver shall apply only to the extent an employee of Service Provider claims or recovers compensation from the City for a loss or injury that Service Provider would be obligated to indemnify the City for under this Agreement. This limited waiver has been mutually negotiated by the parties, and is expressly made effective only for the purposes of this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.

- B. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

8. **INSURANCE.**

The Service Provider shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Service Provider, their agents, representatives, employees, or subcontractors. The Service Provider shall provide a Certificate of Insurance evidencing:

- A. General Liability insurance written on an occurrence basis with limits no less than two million dollars (\$2,000,000) combined single limit per occurrence and four million dollars (\$4,000,000) aggregate for personal injury, bodily injury and property damage.

The Service Provider shall increase the limits of such insurance to at least the amount of the Limitation of Judgments described in Section 63G-7-604 of the Governmental Immunity Act of Utah, as calculated by the state risk manager every two years and stated in Utah Admin. Code R37-4-3.

- B. Automobile Liability insurance with limits no less than two million dollars (\$2,000,000) combined single limit per accident for bodily injury and property damage.
- C. Professional Liability (Errors and Omissions) insurance written on claims made basis with limits no less than one million dollars (\$1,000,000) combined single limit per occurrence.
- D. Workers Compensation insurance limits written as follows:
Bodily Injury by Accident \$500,000 each accident;
Bodily Injury by Disease \$500,000 each employee, \$500,000 policy limit
- E. The City shall be named as an additional insured on the insurance policies, as respect to work performed by or on behalf of the Service Provider and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance. The Certificate of insurance shall

warrant that, should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. The City reserves the right to request certified copies of any required policies.

- F. The Service Provider's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

9. TREATMENT OF ASSETS.

- A. Title to all property furnished by the City shall remain in the name of the City and the City shall become the owner of the work product and other documents, if any, prepared by the Service Provider pursuant to this Agreement (contingent on City's performance hereunder).
- B. Any equipment service Provider furnishes shall remain Service Provider's property. Service Provider shall have safe, unobstructed access to the City's streets and to the equipment on collection day. If for any reason, including severe weather, such access is not provided, Service Provider may refuse to make the scheduled pick-up; provided, however, that the City and Service Provider will cooperate and take reasonable steps to reschedule the missed pick-up.

10. COMPLIANCE WITH LAWS.

- A. The Service Provider, in the performance of this Agreement, shall comply with all applicable federal, state, and local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services. Unless otherwise exempt, the Service Provider is required to have a valid Park City Business License.
- B. The Service Provider specifically agrees to pay any applicable fees or charges which may be due on account of this Agreement.
- C. If this Agreement is entered into for the physical performance of services within Utah the Service Provider shall register and participate in E-Verify, or equivalent program. The Service Provider agrees to verify employment eligibility through E-Verify, or equivalent program, for each new employee that is employed within Utah, unless exempted by Utah Code Ann. § 63G-11-103.

11. NONDISCRIMINATION.

- A. The City is an equal opportunity employer.
- B. In the performance of this Agreement, the Service Provider will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved. The Service Provider shall ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The Service Provider shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.
- C. The Service Provider will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.
- D. If any assignment or subcontracting has been authorized by the City, said assignment or subcontract shall include appropriate safeguards against discrimination. The Service Provider shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

12. ASSIGNMENTS/SUBCONTRACTING.

- A. The Service Provider shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the City, and it is further agreed that said consent must be sought in writing by the Service Provider not less than thirty (30) days prior to the date of any proposed

assignment. The City reserves the right to reject without cause any such assignment.

- B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and property bidding procedures where applicable as set forth in local, state or federal statutes, ordinance and guidelines.
- C. Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the City.
- D. Each subcontractor that physically performs services within Utah shall submit an affidavit to the Service Provider stating that the subcontractor has used E-Verify, or equivalent system, to verify the employment status of each new employee, unless exempted by Utah Code Ann. 63G-11-103

13. CHANGES.

Either party may request changes to the scope of services and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and signed by both parties. Such amendments shall be attached to and made part of this Agreement.

14. MAINTENANCE AND INSPECTION OF RECORDS.

- A. The Service Provider shall maintain books, records and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.
- B. The Service Provider shall retain all books, records, documents and other material relevant to this Agreement for six (6) years after its expiration. The Service Provider agrees that the City or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

15. POLITICAL ACTIVITY PROHIBITED.

None of the funds, materials, property or services provided directly or indirectly under the Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

16. PROHIBITED INTEREST.

No member, officer, or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

17. MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS.

- A. All work proposed by the Service Provider is based on current government ordinances and fees in effect as of the date of this Agreement.
- B. Any changes to current government ordinances and fees which affect the scope or cost of the services proposed may be billed as an "extra" pursuant to Paragraph 3(C), or deleted from the scope, at the option of the City.
- C. The City shall make provision for access to the property and/or project and adjacent properties, if necessary for performing the services herein.

18. TERMINATION.

- A. Either party may terminate this Agreement, in whole or in part, at any time, by at least thirty (30) days written notice to the other party. The Service Provider shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Service Provider shall promptly submit a termination claim to the City. If the Service Provider has any property in its possession belonging to the City, the Service Provider will account for the same, and dispose of it in a manner directed by the City.
- B. If the Service Provider fails to perform in the manner called for in this Agreement, or if the Service Provider fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within three (3) days written notice thereof, the City may immediately terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the Service Provider setting forth the manner in which the Service Provider is in default. The Service Provider will only be paid for

services performed in accordance with the manner of performance set forth in this Agreement.

19. NOTICE.

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the parties on the last page of this Agreement.

20. ATTORNEYS FEES AND COSTS.

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.

21. JURISDICTION AND VENUE.

- A. 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 hereto that this Agreement shall be governed by laws of the state of Utah, both as to interpretation and performance.
- B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement, or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Summit County, Utah.

22. SEVERABILITY.

- A. If, for any reason, any part, term, or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- B. If it should appear that any provision hereof is in conflict with any statutory provision of the state of Utah, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform in such statutory provisions.

23. ENTIRE AGREEMENT.

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

PARK CITY MUNICIPAL CORPORATION

445 Marsac Avenue
Post Office Box 1480
Park City, UT 84060-1480


Diane Foster, City Manager

Attest:


City Recorder's Office

Approved as to form:


City Attorney's Office



STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this 17 day of February, 2014, personally appeared before me
Jeffrey Andrews, whose identity is personally known to me/or proved
to me on the basis of satisfactory evidence and who by me duly sworn/affirmed, did say
that he/she is the Vice President (title or office) of
Allied Waste Corporation by Authority of its Bylaws/Resolution of the Board of
Directors, and acknowledged that he/she signed it voluntarily for its stated purpose as
_____, (title) for _____, a _____
corporation.

Lynne Kleinschmidt
Notary Public



ALLIED WASTE SERVICES of NORTH
AMERICA, LLC, d/b/a ALLIED WASTE
SERVICES of SUMMIT COUNTY//REPUBLIC
SERVICES of SUMMIT COUNTY, a Utah
limited liability company
4144 Atkinson Ave.
Park City, UT 84098

Tax ID#: 20-1838910

PC Business License#: B-005238



Signature



Printed name



Title

ADDENDUM "A"

SCOPE OF SERVICES



October 16, 2013

Blake Fannesbeck, P.W. Ops. Mgr.
c/o Park City Municipal Corporation
1053 Iron Horse Dr.
Park City, UT 84060

Dear Mr. Fannesbeck,

Please accept (6) copies of the proposal (subject: MAIN STREET AREA SOLID WASTE COLLECTION PROPOSAL, due October 22, 2013) from Republic Services. Republic has been a strong and stable waste and recycling company in the State of Utah for more than 30 years and in the Summit County market since 2000. We would consider it an honor to continue providing services to the Park City Main Street area for many years to come.

Our association with Park City and Summit County has been a positive experience, even with the demands of such a diverse service area, and of this, we are very proud. Our long-term Park City service experience and full-service division in Park City allows us to provide immediate response to service demands, unforeseen emergencies, and special circumstances that may arise in the city.

Thank you for your consideration of our proposal. Please call us if we can better explain or provide more information.

I am authorized to sign and bind Republic to the commitments made in our proposal.

Sincerely,

David Price
General Manager
Republic Services, Northern Utah
(801)924-8520

Overview

Republic's corporate headquarters are located at:
18500 North Allied Way,
Phoenix, AZ 85054.

The operations base for deployment of collection, customer service personnel and equipment for this service is located at:

4144 Atkinson Ave.
Park City, Utah 84098
435-615-8311

We have operated in the State of Utah for over 30 years and have served the residents and businesses of Park City/Summit County for over 13 years.

Republic relies on a decentralized management structure to handle its day-to-day operations with optimum efficiency. The division the trucks will be dispatched from to provide service to Main Street is in Park City, less than 5 miles away. Our Park City division is full-service with full-time staff working all day, focusing all of their efforts on Park City and its surrounding areas.

In addition to our drivers, the following work full-time in our Park City office:

Operations Manager
Route Supervisor
(2) Full-time mechanics
Container delivery driver
Sales representative
Customer Service/Dispatch representative

Our extreme focus in this geographic area demonstrates our commitment to what we do in Park City. We have proven that we have the know-how and equipment to handle the various terrain and street lay-outs that are present in Park City. We have purchased specialized smaller collection vehicles which allow us to maneuver up/down steep streets, narrow streets, and streets packed with vehicles at special events, like the Sundance Film Festival. We also have a very good customer service relationship with the Historic Park City Alliance (HPCA). Our continued efforts in ensuring the needs of the HPCA are met, is an area of focus that we do not take lightly. Our office proximity and the fact that we have staff in the Park City area all day long ensures that any service need, regardless of time of day, can be handled quickly and efficiently.

Our knowledge of the area and special events separates us from any other competitor. Park

City is not a normal collection city. There are many varied service needs, multiple changes in collection requirements during special events, and the need for personnel and equipment in the area at all times. We have long-since committed to this need with all of our resources housed in our Park City office.

Understanding the billing associated with this contract is another area of which we have expertise. We have quality relationships with the Main Street businesses and feel that this is a valuable piece to providing the type of customer service that is expected within the contract. Our years of experience in handling the shared accounts, a major piece of the contract, allows for a smooth monthly billing and collection practice.

We will provide more than just recycling and garbage pick-up

We consider our relationship with Park City to be more than just that of collecting recyclables and trash. As a partner, we provide more. We have a contract with KPCW where we sponsor the *This Green Earth* show. As part of that contract, we will ensure to promote the recycling efforts of Park City, specifically HPCA, so that the residents in Park City, and throughout the county, understand the city's commitment to recycling. We will have over 1000 radio spots over the next 12-months where we can promote the Park City Main Street area as an environmentally friendly place to do business.

As part of this partnership, we will provide a **Free Shred Day** in the Main Street area for residents and businesses to properly dispose of confidential documents. We will assist with the education and promotion of this event.

We will assist in the purchase of HPCA light pole flags that can be hung to advertise recycling awareness and the downtown's commitment to the environment.

We run CNG in Park City!!! The majority of our fleet in Park City runs on CNG fuel. We consider it our responsibility to partner with Park City in an effort to promote reduction in air pollution and have put assets in place to satisfy this goal.

Diversion

We will continue to look for ways to divert recycling from the MSW volume by working with the city to install a verti-pak on Swede Alley. We will work with Curb-it to ensure recycling opportunities are in place with the individual businesses.

We are also working with the county on determining the feasibility of developing a recycling transfer pad on our property in Park City so that recycling can be hauled much more efficiently to the Materials Recovery Facility in Salt Lake City. Our plan is to share the operational savings of this benefit with the city/county. *

Republic Services Cost Schedule

Pick-up Frequency Per Week							
	1	2	3	4	5	6	7
90 gal	13	26	39	52	65	78	91
2 yd	45	83	120	157	194	238	282

3 yd	52	94	137	179	221	270	319
4 yd	58	106	153	200	247	301	355
6 yd	72	129	186	243	301	365	428
8 yd	85	159	239	318	398	478	558
Trash Compactor	195	195	195	195	195	195	195
Cardboard Compactor	240	240	240	240	240	240	240

Special Services: Pull-out & push-in containers per stop: \$0 - No cost change

Alternate Recycling Program & Percentage: If awarded the contract, and we are able to dump recycling at our Park City office, we will share a percentage of the operational savings with the city as negotiated at that time. *

Cost Schedule Length of Term: This cost schedule is pricing for the first 12 months of the contract. See below for the CPI on this cost schedule after the first 12 months.

Price Increase/ year after initial Length of Term: CPI each Dec. 1st - the same as the county contract.

**Main Street Area
Solid Waste Collection
RFP
October 2013**

I. Introduction and Scope

The Public Works Department of Park City Municipal is issuing this Request for Proposals ("RFP") for Municipal Solid Waste ("MSW") Collection Services for the Commercial and Business sector within the Main Street area. The Main Street area is defined as the commercial businesses located within the area described as follows: beginning at the intersection of Main Street and Deer Valley Drive, then proceeding westerly on Main Street to the intersection of Main Street and 9th Street, then west on 9th Street to the intersection of 9th Street and Park Avenue, then proceeding southerly on Park Avenue to the intersection of Woodside, then proceeding southerly on Woodside to the intersection of King Road, then easterly on King Road to Main Street, then southerly on Main Street to Hillside Avenue, then proceeding easterly along Hillside to Marsac Avenue, then proceeding northward on Marsac Avenue to the intersection of Deer Valley Drive and the point of beginning. These services will include:

- i. MSW Collection and recyclable materials collection from commercial facilities,
Billing of Main Street recycling and waste collection fees with reimbursement of fees the HPCA net of \$100/month collection cost.
- ii. Associated transportation and disposal to an approved disposal and/or recycling site.

- iii. Additional collection of trash containers for Park City Municipal buildings which would include but not be limited to Miner's Hospital; Education Center; Parks & Golf; PC MARC; Public Works; Police; and Ice Arena. Cost for collection & landfill fees. Frequency of collection will be determined later.
- iv. Work with the HPCA through the Trash and Recycling Committee in administration of the contract. Provide a quarterly report with YTD revenues and expenses. Where revenues exceed expenses future price increases to merchants will be adjusted accordingly.

General Information about the Main Street area includes, among others, the following:

- Approximately 300 commercial business license holders generating approximately 1650 tons per year.
- Average weight for loose trash 75 lbs/loose yard
- Average weight per roll off 5¼ tons
- Summit County Landfill tipping fee \$25/ton
- General Use types are Restaurants & Cafes, Bars, Retail, Hotels & Professional
- Main Street area sustainability goals of 25, 50, or 75 percent diversion/recycled
- Promote reduction in air pollution and emission of greenhouse gases
- Reduce the number of individual collection vehicles providing MSW Commercial Collection service in the Main Street area and thereby reduce traffic congestion

The successful Service Provider will be required to sign a "PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT" (attached). The project manager is Public Works Operations Manager Blake Fannesbeck. All questions must be in writing to either the project manager at Park City Municipal Corporation, PO Box 1480, Park City, UT 84060 or e-mail at blake.fannesbeck@parkcity.org. **The deadline for questions is 5:00 P.M. Thursday, October 17, 2013.** Park City Municipal Corporations reserves the right to accept or reject any or all bids and waive any irregularities. Price may not be the sole deciding factor.

II. Content of Proposal

Proposals will be evaluated on the criteria listed below. Proposals shall be limited to 5 (five) pages in length.

Minimum Criteria Park City Will Use to evaluate each Proposal Submittal:

- City will use the following minimum criteria to evaluate the proposals submitted and determine the responsibility of each Proposer.
- Has the Proposer provided the information (including pertinent Subservice Provider information) requested in the RFP?
- Does the Proposer possess the ability, experience, capacity, skill, and financial resources and assurance to provide the service?
- Can the Proposer take upon itself the responsibilities set forth in the RFP (and resultant contract) and produce the required outcomes timely?
- Does the Proposer have the character, integrity, reputation, judgment, experience and efficiency required by the contract?
- Has the Proposer performed satisfactorily in previous contracts of similar size and scope; or if the prime Service Provider has not performed a contract of similar size and scope, has it (and/or its team members) otherwise demonstrated its capability to perform the contract, City seeks to establish through this RFP?
- For Proposals to be reviewed, the submitting company must be in good financial standing and be current on all licenses.

III. Evaluation Factors

The factors to be considered in the evaluation of Proposals are listed below. These items are ranked in descending order of importance, in evaluating the Proposals.

1. Cost of Service, lowest cost to City for Collection and/or Diversion-Recycling of MSW. (40%)
2. Qualifications, references, and experience in providing services of similar size and scope. (20%)
3. Proposed Services and Diversion Potential. Evaluation of the proposer's plan and ability to recycle and/or divert MSW. (20%)
4. Ability to bill approximately 300 commercial businesses. (10%)
5. Capacity, financial strength and ability to obtain bonding and insurance. (10%)

Park City Municipal Corporation reserves the right to reject any and all proposals for any reason. Proposals lacking required information will not be considered. All submittals shall be public records in accordance with government records regulations ("GRAMA") unless otherwise designated by the applicant pursuant to UCA §63G-2-309, as amended. The award of contract is subject to approval by City Council.

Service Provider Cost Schedule

Container Size	Frequency per Week						
	1	2	3	4	5	6	7
Toters							
90 gal							
2 Yds							
3 Yds							
4 Yds							
6 Yds							
8 Yds							
Roll offs							
Cardboard Compactor							

Special Services- Pull out & push in containers per stop \$ _____
 Alternate Recycling Program & percentage

Cost Schedule Length of Term _____ Years.

Price Increase/year after initial Length of Term _____%

COMMENTS (Include Recycling/Diversion Plan in Proposal):

IV. Selection Process

Proposals will be evaluated on the factors listed in Section II, Content of Proposal, above.

The selection process will proceed on the following schedule:

- A. A **Mandatory pre-submission meeting** will be held at **1:30 pm on Tuesday, October 15, 2013**, at Park City Public Works, 1053 Iron Horse Dr., Park City, UT
- B. Proposals with the title "**Main Street Area Solid Waste Collection Proposal**" clearly written on the front of the sealed envelope will be received by Park City prior to **11:00 am on Tuesday, October 22, 2013** at the Public Works Office located at 1053 Iron Horse Dr., Park City, UT

- C. Proposals will be opened at **11:00 am on Tuesday, October 22, 2013** at the Public Works Office located at 1053 Iron Horse Dr., Park City, UT.
- D. Proposals will be reviewed by the Trash and Recycling Committee prior to Thursday, November 7, 2013.
- E. Offerers may be interviewed if necessary prior to Friday, November 8, 2013.
- F. It is anticipated that City Council will vote on the contract award on or before November 21, 2013.
- G. Contract shall begin December 1, 2013
- H. All Offerers shall guarantee proposals will be good for 90 days from bid opening.

V. Term

The Term of the contract is three (3) years with an option to renew by the City for three (3) additional years. Unless extended by mutual agreement by both parties.

VI. Park City Provided Equipment and Services

City owns the compactors and associated roll-offs. City will provide containers and services to pick up trash in pedestrian containers located in Swede Alley and on Main Street.

VII. Service Provider Responsibilities

General Requirements

- A. Service Provider shall at its expense obtain and comply with all Necessary permits, ordinances and laws. The contract shall also include provisions concerning Independent Service Provider Status, equal employment opportunity, no assignment, disclosure of information and records, applicable law, and such other terms and conditions as the City may Require.
- B. Service Provider shall be responsible for providing all onsite and offsite equipment, labor and necessary supplies to perform all services under this Contract.
- C. Service Provider shall have all necessary licenses and permits prior to the start of this Contract. Any such fees are the responsibility of the Service Provider.
- D. Hours of operation – No start before 7 A.M. and complete by 7 P.M., Sunday through Saturday.
- E. An earlier start time may be required by the City for special events (i.e. Sundance, Arts Festival).

- F. The Service Provider is responsible for providing all customer service functions including informing customers of current services, handling customer requests and resolving customer complaints.
- G. The Service Provider shall also include, with the proposal a copy of their customer service standards.

VIII. Successful Service Provider Performance Requirements

Monthly Reports

- A. The actual services provided by service location.
- B. A list of scheduled services not completed and the reason for each occurrence.
- C. Any changes that were made in services from the prior reporting period.
- D. Total Volume and weight by user group.
- E. Total volume and weight of all garbage and recyclable materials collected and where those items were transported.
- F. All complaints and resolution.
- G. A description of any vehicle accidents or infractions.

IX. Complaints

Acceptance of Service Provider's work will be determined by the Public Works Operations Manager or his/her designee. Work shall be completed in a responsible manner in accordance with the Contract terms. All complaints must be reported to the Public Works Operations Manager on the date of occurrence. A written or electronic report shall be filed with the Manager. The report shall contain:

- Service Provider's Identification Number
- Date and time of call
- Customer name, address, and phone number
- Type of complaint of service needed
- Service Provider's determination as to legitimacy
- Details of all complaints deemed legitimate
- Date, Time and action taken to resolve complaint
- Name of responsible contact at Service Provider's location regarding the complaint
- Failure to remedy the cause of any legitimate complaint within 24 hours of the customers call shall be considered breach of the Contract with the City.

X. Non-Performance

Non-Performance by the Service Provider will cause damage to the City by undermining the City's solid waste management and sustainability goals. The City expects high levels of customer service and collection service provisions. Performance failures will be discouraged, to the extent possible, through penalties for certain infractions and through contract default for more serious lapses in service provisions.

Penalties may be levied if documented in an incident report presented by the City to the Service Provider. Penalties will be assessed monthly by the City on the Service Provider Disagreements will be subject to the review resolution procedures provided in the contract.

XI. Action or Omission Penalties

- Commencement of commercial collection prior to 7:00 a.m. or continuance after 7:00 p.m. except as expressly permitted. \$100.00 per incident
- Failure to collect spilled materials. Twice the cost of cleanup to the City plus \$1000.00 each incident.
- Leakage from Service Providers vehicles or vehicle contents. \$500.00 each vehicle, each inspection.
- Failure to collect any and all garbage and recyclable materials within one day after notification. \$250.00 each incident
- Collection as garbage of source-separated recycling. \$1000.00 per incident.
- Misrepresentation by Service Provider in records or reporting. \$1,500.00 per incident.
- Failure to make required reports on time. \$500.00 per incident.
- Failure to maintain clean and sanitary vehicles. \$250.00 per occurrence.

The above is not an exclusive list of the acts or omissions for which a penalty may be assessed. Also, the contract shall include provisions detailing those acts and omissions of the Service Provider which shall be considered violations or breaches of contract. The Contract will reserve to the city the right to exercise any and all remedies it may have with respect to these and other violations and breaches. Any schedule of penalties shall not affect the City's ability to terminate the contract for breach.

XII. Termination

City may terminate the Contract after serving 10 days written notice in whole or in part from time to time, whenever they determine that the Service Provider is:

1. Defaulting in performance or is not complying with any provision of the Contract;
2. Endangering the performance of the Contract;
3. Failing to make satisfactory progress in the prosecution of the Contract; or
4. Persistent and repeated failure by Service Provider regarding any obligation under terms of the Contract.

Prior to termination for cause, City will send the Service Provider written notice specifying the cause. The notice will give the Service Provider 14 days from the date the notice is issued to cure the default or make progress satisfactory to City in curing the default, unless a different time is given in the notice. If City determines that default contributes to the curtailment of an essential service or poses an intermediate threat to life, health or property, City may terminate the Contract immediately upon issuing oral or written notice to the Service Provider without any prior notice or opportunity to cure. In addition to any other remedies provided by law or the Contract, the Service Provider must compensate City for additional costs that would be incurred by the City whether the costs are actually incurred or not, to obtain substitute performance.

XIII. Performance Bond

The Successful Service Provider shall furnish a Performance Bond or Irrevocable letter of Credit to be approved by the City attorney conditioned upon the true faithful performance of the contract in the amount of \$50,000.00.

XIV. Park City Municipal Standard Service Provider Agreement

The successful proposer will be required to enter into Park City's Professional Service Agreement, in its current form, with the City. A draft of the Agreement is attached to this RFP. If there is a conflict between the written and numerical amount of the proposal, the numerical amount shall supersede.

XV. Information to be submitted

To be considered, 6 (Six) copies of the proposal must be received at the Park City Public Works Office, 1053 Iron Horse Dr., Park City, UT 84060 no later than **Tuesday, October 22, 2013 at 11:00 am.**

XVI. Preparation of Proposals

A. Failure to Read. Failure to Read the Request for Proposal and these instructions will be at the offeror's own risk.

B. Cost of Developing Proposals. All costs related to the preparation of the proposals and any related activities are the sole responsibility of the offeror. The City assumes no liability for any costs incurred by offerors throughout the entire selection process.

XVII. Proposal Information

A. Equal Opportunity. The City will make every effort to ensure that all offerors are treated fairly and equally throughout the entire advertisement, review and selection process. The procedures established herein are designed to give all parties reasonable access to the same basic information. Park City's policy, subject to federal, state and local procurement laws, is to provide reasonable attempts to support Park City businesses by purchasing goods and services through local vendors and service providers.

B. Procurement Policy. It is Park City Municipal Corporation's policy, subject to Federal and State and local procurement laws, to make reasonable attempts to support Park City businesses by purchasing goods and services through local vendors and service providers. Local proposals that are within 5% of the low proposal will be extended the opportunity to meet the low proposal. If they do so within 48 hours, they will enter negotiations first.

C. Proposal Ownership. All proposals, including attachments, supplementary materials, addenda, etc., shall become the property of the City and will not be returned to the offeror.

D. Rejection of Proposals. The City reserves the right to reject any or all proposals received. Furthermore, the City shall have the right to waive any informality or technicality in proposals received when in the best interest of the City.

E. Park City Municipal Corporation reserves the right to change any dates or deadlines.

F. Park City Municipal Corporation reserves the right to cancel or modify the terms of this RFP at any time and for any reason preceding contract award and reserves the right to accept or reject any or all proposals submitted pursuant to this request for proposals. Park City will provide respondents written notice of any cancellation and/or modification. Furthermore, the City shall have the right to waive any informality or

technicality in proposals received when in the best interest of the City.

No proposal shall be accepted from, or contract awarded to, any person, firm or corporation that is in arrears to the City, upon debt or contract or that is a defaulter, as surety or otherwise, upon any obligation to the City, or that may be deemed irresponsible or unreliable by the City. Offerors may be required to submit satisfactory evidence that they have the necessary financial resources to perform and complete the work outlined in this RFP.

ADDENDUM "B"

PAYMENT SCHEDULE FOR "EXTRA" WORK

**AMENDMENT #1 TO
PARK CITY MUNICIPAL CORPORATION
SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT**

THIS AMENDMENT (this "Amendment") is made and entered into in duplicate this 1st day of DECEMBER, 2013, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and ALLIED WASTE SERVICES of NORTH AMERICA, LLC, d/b/a ALLIED WASTE SERVICES of SUMMIT COUNTY // REPUBLIC SERVICES of SUMMIT COUNTY, a Utah limited liability company ("Service Provider"). City and Service Provider are referred to collectively herein as the "Parties."

WITNESSETH:

WHEREAS, the Parties wish to clarify their understanding with respect to the Park City Municipal Corporation Service Provider/Professional Services Agreement entered into as of DECEMBER 1st, 2013 (the "Agreement").

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the Parties agree as follows:

1. ENFORCEMENT OF INSURANCE PROVISIONS

City agrees and acknowledges that Service Provider's failure to procure and maintain for the duration of the Agreement "Professional Liability (Errors and Omissions) insurance written on claims made basis with limits no less than one million dollars (\$1,000,000) combined single limit per occurrence" (as set forth in Section 8(C) of the Agreement) shall not constitute a default under the Agreement, and City shall not terminate the Agreement or seek any remedy for nonperformance (including, but not limited to, specific performance) as a result of Service Provider's failure to maintain such coverage.

City further agrees and acknowledges that, consistent with Service Provider's internal policies, Service Provider shall not be required to provide City with certified copies of insurance policies pursuant to Section 8(E) of the Agreement; provided, however, that Service Provider shall provide certificates of insurance evidencing such coverage to City.

2. INCREASED LANDFILL FEES

The Parties agree that, in the event of increased fees relating to the disposal of waste materials by Service Provider at the landfill operated by Summit County, Utah, such increased fees shall be paid by the City; however, such increased fees shall in no event increase the not-to-exceed prices set forth in Section 1 of the Agreement.

3. INCORPORATION OF AGREEMENT; INTERPRETATION.

Except as specifically amended, modified, or supplemented in this Amendment, all other terms and conditions set forth in the Agreement shall continue in full force and effect. In the event of a conflict between any of the terms and conditions of this Amendment and the Agreement, the terms and conditions of this Amendment shall prevail.

IN WITNESS WHEREOF the parties hereto have caused this Amendment to be executed the day and year first hereinabove written.

CITY:

PARK CITY MUNICIPAL CORPORATION

445 Marsac Avenue

Post Office Box 1480

Park City, UT 84060-1480


Diane Foster, City Manager

Attest:


City Recorder's Office

Approved as to form:


City Attorney's Office



[ADDITIONAL SIGNATURE APPEARS ON THE FOLLOWING PAGE]

SERVICE PROVIDER:

ALLIED WASTE SERVICES of NORTH AMERICA, LLC, a Utah limited liability company
 4144 Atkinson Ave.
 Park City, UT 84098

Tax ID#: 20-1838910
 PC Business License# BL B-005238

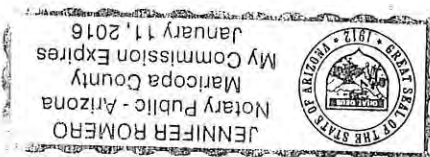
X Jeff D. Andrews
 Signature

Jeff D. Andrews
 Printed name

Vice President
 Title

STATE OF ~~UTAH~~ ^{Arizona})
) ss.
 COUNTY OF Maricopa)

On this 31st day of January, 2014 personally appeared before me Jeff D. Andrews, whose identity is personally known to me/or proved to me on the basis of satisfactory evidence and who by me duly sworn/affirmed, did say that he/she is the Vice President (title or office) of Allied Waste Services of North America, LLC, a Utah limited liability company.



Jennifer Romero
 Notary Public

**SECOND ADDENDUM TO PARK CITY MUNICIPAL CORPORATION
SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT**

THIS SECOND ADDENDUM is made and entered into in duplicate this 5 day of December, 2016, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation and political subdivision of the State of Utah ("City"), and ALLIED WASTE SERVICES of NORTH AMERICA, LLC, d/b/a ALLIED WASTE SERVICES of SUMMIT COUNTY//REPUBLIC SERVICES of SUMMIT COUNTY, a Utah limited liability company, ("Service Provider"), to amend the PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT and Amendment #1 signed and executed by the Parties on December 1, 2013, (the "Original Agreement").

WHEREAS, the parties entered into a PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT and Amendment #1 on December 1, 2013, (hereinafter "Original Agreement");

WHEREAS, the City desires to have Service Provider continue to perform municipal solid waste collection services for the commercial and business sector within the Main Street area within the terms of the Agreement per the Agreement's extension provision and to add the definition and terms of the Annual Increase as stated below.

WHEREAS, This Second Addendum is to exercise the option to renew for an additional three (3) years of service beginning December 1, 2016, terminating on November 30, 2019.

NOW, THEREFORE, in consideration of the mutual promises made herein and other valuable consideration, the parties hereto now amend the Original Agreement as follows:

1. AMENDMENTS:

- a. **EXTENSION OF TERM.** The parties agree that the Original Agreement shall be extended for an additional three (3) years beginning December 1, 2016 and expiring on November 30, 2019, (the "Extended Term").
- b. **ANNUAL FEE INCREASE.** Effective as of December 1, 2016, and each December 1st thereafter during the Extended Term, Service Provider shall increase the rates for basic service in an amount equal to the percentage increases in the Garbage & Trash line in the CPI for Urban Consumers (CPI-U) U.S. City Average (Table 3), Unadjusted percent change, as published by United States Bureau of Labor Statistics (www.bls.gov). Rates will be adjusted using June of prior year to June of current percent change, Garbage & Trash index with a 1%

Revised 9.14.16

minimum and a 3% maximum. This increase is outside of any price adjustment needed to capture increased costs due to volume or landfill cost increases using the same cost adjustment measures used during initial Agreement period. The total fee for the Project shall not exceed per annum Seventeen Thousand Dollars (\$17,000) for City Facilities and Sixty Eight Thousand Dollars (\$68,000) for HPCA Main Street Area.

2. **OTHER TERMS.**

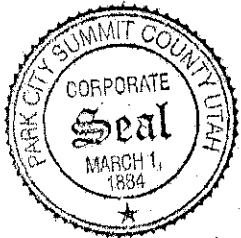
All other terms and conditions of the Original Agreement shall continue to apply.

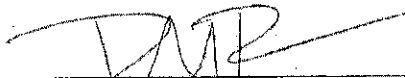
3. **ENTIRE AGREEMENT.** This First Addendum is a written instrument pursuant to Section 21 of the Original Agreement between the parties and cannot be altered or amended except by written instrument, signed by all parties.

IN WITNESS WHEREOF the parties hereto have caused this Second Addendum to be executed the day and year first herein above written.

PARK CITY MUNICIPAL CORPORATION

445 Marsac Avenue
P.O. Box 1480
Park City UT 84060-1480





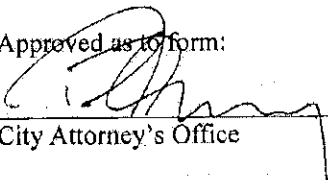
Diane Foster, City Manager

Attest:



City Recorder's Office

Approved as to form:



City Attorney's Office

SERVICE PROVIDER:

ALLIED WASTE SERVICES of NORTH AMERICA, LLC, d/b/a ALLIED WASTE SERVICES of SUMMIT COUNTY/REPUBLIC SERVICES of SUMMIT COUNTY, a Utah limited liability company

4144 Atkinson Ave.
Park City, UT 84098

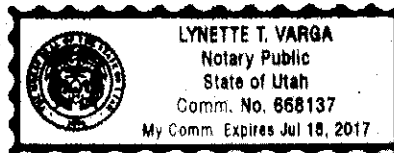
Tax ID#: 20-1838910
PC Business License#: B-005238

OLIVER DIBBUEE
Printed Name

[Signature]
Signature

GENERAL MANAGER
Title

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)



On this 2nd day of December, 2016, before me, the undersigned notary, personally appeared Oliver Dibbuee, personally known to me/proved to me through identification documents allowed by law, to be the person whose name is signed on the preceding or attached document, and acknowledged that he/she signed it voluntarily for its stated purpose as General Manager (title) for ALLIED WASTE SERVICES OF NORTH AMERICA, LLC, d/b/a ALLIED WASTE SERVICES OF SUMMIT COUNTY/REPUBLIC SERVICES OF SUMMIT COUNTY, a Utah limited liability company..

[Signature]
Notary Public

**THIRD ADDENDUM TO PARK CITY MUNICIPAL CORPORATION SERVICE
PROVIDER/PROFESSIONAL SERVICES AGREEMENT**

THIS THIRD ADDENDUM is made and entered into in duplicate this 13 day of April, 2020, with a retroactive date of December 1, 2019, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation (“City”), and ALLIED WASTE SERVICES OF NORTH AMERICA, LLC, a Delaware limited liability company d/b/a ALLIED WASTE SERVICES OF SUMMIT COUNTY//REPUBLIC SERVICES OF SUMMIT COUNTY, (“Service Provider”), to amend the Park City Municipal Corporation Service Provider/Professional Services Agreement signed and executed by the parties on December 1, 2013, as amended by Amendment #1 executed by the parties on December 1, 2013, and the Second Addendum executed the by the parties on December 5, 2016.

WITNESSETH:

WHEREAS, the parties entered into a Park City Municipal Corporation Service Provider/Professional Services Agreement on December 1, 2013, (hereinafter “Original Agreement”);

WHEREAS, the parties entered into Amendment #1, on December 1, 2013, (hereinafter, “Amendment #1”, addressing insurance requirements, and landfill fees; and

WHEREAS, the parties entered into a Second Addendum on December 5, 2016, (hereinafter, “Second Addendum”), extending the term for an additional three (3) years, terminating on November 30, 2019; and allowing for an annual fee increase for basic service; and

WHEREAS, part of the scope of services is for Service Provider to provide solid waste removal for certain City facilities, and for the Main Street Business Improvement District; and

WHEREAS, the term of the Original Agreement, Amendment #1, and the Second Addendum ended on November 30, 2019; and

WHEREAS, the parties desire to extend the term and continue removal of solid waste until an updated services provider procurement request for qualifications can be released.

NOW, THEREFORE, in consideration of the mutual promises made herein and other valuable consideration, the parties hereto now amend the Original Agreement, Amendment #1 and the Second Addendum as follows:

1. AMENDMENTS:

- a. **EXTENSION OF TERM.** The term of the Original Agreement, Amendment #1 and the Second Addendum shall be extended to a termination date of June 30, 2020 (hereinafter the "Additional Extended Term").
- b. **PRICING INCREASE.** Effective December 1, 2019, and for the duration of the Additional Extended Term, Service Provider can bill the City up to an amount not to exceed **SEVENTEEN THOUSAND NINE HUNDRED EIGHTY SEVEN DOLLARS (\$17, 987.00)** and the Business Improvement District up to an amount not to exceed **FIFTY TWO THOUSAND EIGHT HUNDRED NINETY SIX DOLLARS (\$52,896.00).**

This increase is outside of any price adjustment needed to capture increased costs due to volume or landfill cost increases using the same cost adjustment measures used during initial Service Agreement period.

2. OTHER TERMS.

All other terms and conditions of the Original Agreement, Amendment #1, and the Second Addendum shall continue to apply.

3. **ENTIRE AGREEMENT.** This Third Addendum is a written instrument pursuant to Section 23 of the Original Agreement between the parties and cannot be altered or amended except by written instrument, signed by all parties.

IN WITNESS WHEREOF the parties hereto have caused this Third Addendum to be executed the day and year first herein above written.

PARK CITY MUNICIPAL CORPORATION, a
Utah municipal corporation
445 Marsac Avenue
P.O. Box 1480
Park City UT 84060-1480

DocuSigned by:

Matt Dias

Matt Dias, City Manager

Attest:

DocuSigned by:

Michelle Kellogg

E5F905BB533F431...

City Recorder's Office

Approved as to form:

DocuSigned by:

Margaret D. Plave

11B5B6F1ACF3407...

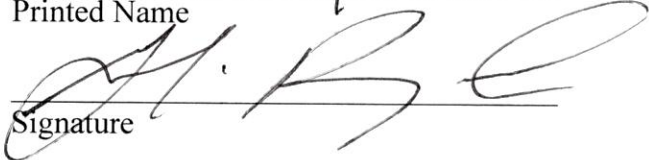
City Attorney's Office

SERVICE PROVIDER:

ALLIED WASTE SERVICES OF NORTH
AMERICA, LLC, a Delaware limited liability
company d/b/a ALLIED WASTE SERVICES OF
SUMMIT COUNTY//REPUBLIC SERVICES OF
SUMMIT COUNTY

4144 Atkinson Ave.
Park City, UT 84098
Tax ID#: 20-1838910
PC Business License #:B-005238

Gordon Raymond
Printed Name


Signature

GM
Title

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this day of , 20__ , before me, the undersigned notary, personally
appeared _____, personally known to me/proved to me through
identification documents allowed by law, to be the person whose name is signed on the
preceding or attached document, and acknowledged that he/she signed it voluntarily for
its stated purpose as _____ (title) for ALLIED WASTE
SERVICES OF NORTH AMERICA, LLC, a Delaware limited liability company, d/b/a
ALLIED WASTE SERVICES OF SUMMIT COUNTY//REPUBLIC SERVICES OF
SUMMIT COUNTY.

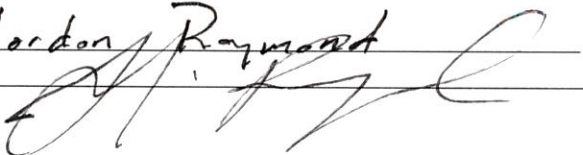
Notary Public

I declare under criminal penalty under the law of Utah that the foregoing is true and correct. Signed on the 13 day of April, 2020, at 5th County Utah (insert State and County here).

Printed name

Gordon Raymond

Signature:

A handwritten signature in black ink, appearing to read "Gordon Raymond", written over a horizontal line.

SECOND ADDENDUM TO PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

This SECOND ADDENDUM is made and entered into in duplicate this ²⁰ day of July, 2020, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and HISTORIC MAIN ST. BUSINESS ALLIANCE, a Utah corporation, d/b/a HISTORIC PARK CITY ALLIANCE, ("Service Provider"), to amend the Park City Municipal Corporation Service Provider/Professional Services Agreement signed and executed by the parties on March 18, 2016, as amended by a First Addendum executed by the parties on October 16, 2019.

WITNESSETH:

WHEREAS, the parties entered into a Park City Municipal Corporation Service Provider/Professional Services Agreement on March 18, 2016, (hereinafter "Original Agreement");

WHEREAS, the parties entered into a First Addendum on October 16, 2019, (hereinafter, "First Addendum", adding more detail to the scope and performance standards; and

WHEREAS, the term of the Original Agreement and First Addendum is due to end June 30, 2020; and

WHEREAS, due to the unforeseen impacts of Covid-19, the parties desire to extend the Original Agreement and First Addendum to November 30, 2020, under the current terms.

NOW, THEREFORE, in consideration of the mutual promises made herein and other valuable consideration, the parties hereto now amend the Original Agreement and First Addendum as follows:

1. AMENDMENTS:

- a. **EXTENSION OF TERM.** The term of the Original Agreement and First Addendum shall be extended to a termination date of November 30, 2020.

2. OTHER TERMS.

All other terms and conditions of the Original Agreement and First Addendum shall continue to apply.

- 3. ENTIRE AGREEMENT.** This Second Addendum is a written instrument pursuant to Section 21 of the Original Agreement between the parties and cannot be altered or amended except by written instrument, signed by all parties.

- 4. COUNTERPARTS.** This Second Addendum may be executed in counterparts, each of

which will be deemed an original and all of which together will constitute one and the same instrument.

5. **ELECTRONIC SIGNATURES**. Each party agrees that the signatures of the parties included in this Second Addendum, whether affixed on an original document manually and later electronically transmitted or whether affixed by an electronic signature through an electronic signature system such as DocuSign, are intended to authenticate this writing and to create a legal and enforceable agreement between the parties hereto.

IN WITNESS WHEREOF the parties hereto have caused this Second Addendum to be executed the day and year first herein above written.

PARK CITY MUNICIPAL CORPORATION, a Utah
municipal corporation
445 Marsac Avenue
P.O. Box 1480
Park City UT 84060-1480

DocuSigned by:

Matt Dias

MATT DIAS, City Manager

Attest:

DocuSigned by:

Mark Harrington

B628134DAB1D4C9
City Recorder's Office

Approved as to form:

DocuSigned by:

Mark Harrington

B7478B7734C7490
City Attorney's Office

THE CITY REQUIRES THE SERVICE PROVIDER TO COMPLETE EITHER THE NOTARY BLOCK OR THE UNSWORN DECLARATION, WHICH ARE BELOW.

**HISTORIC MAIN ST. BUSINESS ALLIANCE,
a Utah corporation, d/b/a HISTORIC PARK
CITY ALLIANCE**

PO Box 1348
Park City UT 84060

87.0629176

Tax ID#: _____

PC Business License# BL B-007289

DocuSigned by:

Rhonda Sideris

Signature

Rhonda Sideris

Printed name

President

Title

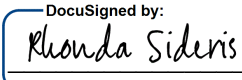
STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this ____ day of _____, 2020, personally appeared before me _____, whose identity is personally known to me/or proved to me on the basis of satisfactory evidence and who by me duly sworn/affirmed, did say that he/she is the _____ (title or office) of HISTORIC MAIN ST. BUSINESS ALLIANCE, a Utah corporation, d/b/a HISTORIC PARK CITY ALLIANCE, by Authority of its Bylaws/Resolution of the Board of Directors, and acknowledged that he/she signed it voluntarily for its stated purpose as _____ (title) for the corporation.

Notary Public

I declare under criminal penalty under the law of Utah that the foregoing is true and correct.
Signed on the 7 day of July, 2020, at
Summit County, UT (insert State and County here).

Printed name Rhonda Sideris

Signature: 
B16E4280DB6E468...



HISTMAI-01

WSMITH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/15/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SentryWest Insurance 3860 South 2300 East Salt Lake City, UT 84109	CONTACT NAME: PHONE (A/C, No, Ext): (801) 272-8468 FAX (A/C, No): (801) 277-3511 E-MAIL ADDRESS: eoi@sentrywest.com
INSURER(S) AFFORDING COVERAGE	
INSURER A : Philadelphia Indemnity Ins. Co	
INSURER B : WCF Mutual Insurance Company	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Historic Main Street Business Alliance
dba: Historic Park City Alliance
PO Box 1348
Park City, UT 84060

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:			PHPK2044731	10/1/2019	10/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			PHPK2044731	10/1/2019	10/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			PHUB695870	10/1/2019	10/1/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	4019486	8/20/2019	8/20/2020	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Professional Liab.			PHPK2044731	10/1/2019	10/1/2020	Each Incident \$ 1,000,000
A	Professional Liab.			PHPK2044731	10/1/2019	10/1/2020	Aggregate \$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate holder is named as additional insured.

CERTIFICATE HOLDER**CANCELLATION**

Park City Municipal Corporation
PO Box 1480
Park City, UT 84060

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in duplicate this 18th day of March, 2016, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and HISTORIC MAIN STREET BUSINESS ALLIANCE a Utah corporation ("Service Provider").

WITNESSETH:

WHEREAS, the City desires to have certain services and tasks performed as set forth below requiring specialized skills and other supportive capabilities; and

WHEREAS, sufficient City resources are not available to provide such services; and

WHEREAS, the Service Provider represents that the Service Provider is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise, where required, to perform the services and/or tasks set forth in this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the parties hereto agree as follows:

1. SCOPE OF SERVICES.

The Service Provider shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Service Provider responsibilities throughout this Agreement and as set forth in the "Scope of Services" attached hereto as "Exhibit A" and incorporated herein (the "Project"). The total fee for the Project shall not exceed actual BID tax dollars collected by the City in a fiscal year.

2. TERM.

The term of this Agreement shall commence on the date of execution on this Agreement and shall terminate on June 30, 2019 with the option of one two-year extension at the discretion of the City Manager.

3. COMPENSATION AND METHOD OF PAYMENT.

- A. Payments for services provided hereunder shall be made monthly following the performance of such services.
- B. No payment shall be made for any service rendered by the Service Provider except for services identified and set forth in this Agreement.

- C. For all "extra" work the City requires, the City shall pay the Service Provider for work performed under this Agreement according to the schedule attached hereto as "Exhibit B," or if none is attached, as subsequently agreed to by both parties in writing.
- D. The Service Provider shall submit to the City Manager or his designee on forms approved by the City Manager, an invoice for services rendered during the pay period. The City shall make payment to the Service Provider within thirty (30) days thereafter. Requests for more rapid payment will be considered if a discount is offered for early payment. Interest shall accrue at a rate of six percent (6%) per annum for services remaining unpaid for sixty (60) days or more.
- E. The Service Provider reserves the right to suspend or terminate work and this Agreement if any unpaid account exceeds sixty (60) days.

4. **RECORDS AND INSPECTIONS.**

- A. The Service Provider shall maintain books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement, including (but not limited to) that which is necessary to sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement, and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement.
- B. The Service Provider shall retain all such books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement for six (6) years after expiration of the Agreement.
- C. The Service Provider shall, at such times and in such form as the City may require, make available for examination by the City, its authorized representatives, the State Auditor, or other governmental officials authorized by law to monitor this Agreement all such books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement. The Service Provider shall permit the City or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of the Service Provider's activities, which relate directly or indirectly to this Agreement.

5. **INDEPENDENT CONTRACTOR RELATIONSHIP.**

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

- A. The parties intend that an independent Service Provider/City relationship will be created by this Agreement. No agent, employee, or representative of the Service Provider shall be deemed to be an employee, agent, or representative of the City for any purpose, and the employees of the Service Provider are not entitled to any of the benefits the City provides for its employees. The Service Provider will be solely and entirely responsible for its acts and for the acts of its agents, employees, subcontractors or representatives during the performance of this Agreement.
- B. In the performance of the services herein contemplated the Service Provider is an independent contractor with the authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of the City and shall be subject to the City's general rights of inspection and review to secure the satisfactory completion thereof.

6. SERVICE PROVIDER EMPLOYEE/AGENTS.

The City may at its sole discretion require the Service Provider to remove an employee(s), agent(s), or representative(s) from employment on this Project. The Service Provider may, however, employ that (those) individuals(s) on other non-City related projects.

7. HOLD HARMLESS INDEMNIFICATION.

- A. The Service Provider shall indemnify and hold the City and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Service Provider's defective performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Service Provider; and provided further, that nothing herein shall require the Service Provider to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. The Service Provider expressly agrees that the indemnification provided herein constitutes the Service Provider's limited waiver of immunity as an employer under Utah Code Section 34A-2-105; provided, however, this waiver shall apply only to the extent an employee of Service Provider claims or recovers compensation from the City for a loss or injury that Service Provider would be obligated to indemnify the City for under this Agreement. This limited waiver has been mutually

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

negotiated by the parties, and is expressly made effective only for the purposes of this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.

- B. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

8. INSURANCE.

The Service Provider shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Service Provider, their agents, representatives, employees, or subcontractors. The Service Provider shall provide a Certificate of Insurance evidencing:

- A. General Liability insurance written on an occurrence basis with limits no less than two million dollars (\$2,000,000) combined single limit per occurrence and four million dollars (\$4,000,000) aggregate for personal injury, bodily injury and property damage.

The Service Provider shall increase the limits of such insurance to at least the amount of the Limitation of Judgments described in Section 63G-7-604 of the Governmental Immunity Act of Utah, as calculated by the state risk manager every two years and stated in Utah Admin. Code R37-4-3.

- B. Automobile Liability insurance with limits no less than two million dollars (\$2,000,000) combined single limit per accident for bodily injury and property damage.
- C. Professional Liability (Errors and Omissions) insurance written on claims made basis with annual limits no less than one million dollars (\$1,000,000) combined single limit per occurrence.
- D. Workers Compensation insurance limits written as follows:
Bodily Injury by Accident \$500,000 each accident;
Bodily Injury by Disease \$500,000 each employee, \$500,000 policy limit
- E. The City shall be named as an additional insured on general liability and auto liability insurance policies, as respect to work performed by or on behalf of the Service Provider and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance. The Certificate of insurance shall warrant that, should any of the above described policies be cancelled before the expiration date thereof, notice will be

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

delivered in accordance with the policy provisions. The City reserves the right to request certified copies of any required policies.

- F. The Service Provider's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

9. TREATMENT OF ASSETS.

Title to all property furnished by the City shall remain in the name of the City and the City shall become the owner of the work product and other documents, if any, prepared by the Service Provider pursuant to this Agreement (contingent on City's performance hereunder).

10. COMPLIANCE WITH LAWS.

- A. The Service Provider, in the performance of this Agreement, shall comply with all applicable federal, state, and local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.
- B. Unless otherwise exempt, the Service Provider is required to have a valid Park City Business License.
- C. The Service Provider specifically agrees to pay any applicable fees or charges which may be due on account of this Agreement.
- D. If this Agreement is entered into for the physical performance of services within Utah the Service Provider shall register and participate in E-Verify, or equivalent program. The Service Provider agrees to verify employment eligibility through E-Verify, or equivalent program, for each new employee that is employed within Utah, unless exempted by Utah Code Ann. § 63G-12-302.

11. NONDISCRIMINATION.

- A. The City is an equal opportunity employer.
- B. In the performance of this Agreement, the Service Provider will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

particular worker involved. The Service Provider shall ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The Service Provider shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.

- C. The Service Provider will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.
- D. If any assignment or subcontracting has been authorized by the City, said assignment or subcontract shall include appropriate safeguards against discrimination. The Service Provider shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

12. ASSIGNMENTS/SUBCONTRACTING.

- A. The Service Provider shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the City, and it is further agreed that said consent must be sought in writing by the Service Provider not less than thirty (30) days prior to the date of any proposed assignment. The City reserves the right to reject without cause any such assignment.
- B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and property bidding procedures where applicable as set forth in local, state or federal statutes, ordinance and guidelines.
- C. Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the City.
- D. Each subcontractor that physically performs services within Utah shall submit an affidavit to the Service Provider stating that the subcontractor has used E-Verify, or equivalent program, to verify the employment status of each new employee, unless exempted by Utah Code Ann. § 63G-12-302.

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

13. CHANGES.

Either party may request changes to the scope of services and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and signed by both parties. Such amendments shall be attached to and made part of this Agreement.

14. PROHIBITED INTEREST.

No member, officer, or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

15. MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS.

- A. All work proposed by the Service Provider is based on current government ordinances and fees in effect as of the date of this Agreement.
- B. Any changes to current government ordinances and fees which affect the scope or cost of the services proposed may be billed as an "extra" pursuant to Paragraph 3(C), or deleted from the scope, at the option of the City.
- C. The City shall make provision for access to the property and/or project and adjacent properties, if necessary for performing the services herein.

16. TERMINATION.

- A. Either party may terminate this Agreement, in whole or in part, at any time, by at least thirty (30) days written notice to the other party. The Service Provider shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Service Provider shall promptly submit a termination claim to the City. If the Service Provider has any property in its possession belonging to the City, the Service Provider will account for the same, and dispose of it in a manner directed by the City.
- B. If the Service Provider fails to perform in the manner called for in this Agreement, or if the Service Provider fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within three (3) days written notice thereof, the City may immediately terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the Service Provider setting forth the manner in which the Service Provider is in default. The Service Provider will only be paid for

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

services performed in accordance with the manner of performance set forth in this Agreement.

17. NOTICE.

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the parties on the last page of this Agreement.

18. ATTORNEYS FEES AND COSTS.

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.

19. JURISDICTION AND VENUE.

- A. 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 hereto that this Agreement shall be governed by laws of the state of Utah, both as to interpretation and performance.
- B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement, or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Summit County, Utah.

20. SEVERABILITY.

- A. If, for any reason, any part, term, or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- B. If it should appear that any provision hereof is in conflict with any statutory provision of the state of Utah, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform in such statutory provisions.

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

21. ENTIRE AGREEMENT.

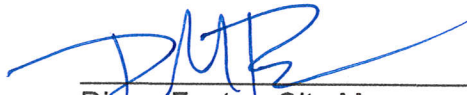
The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.



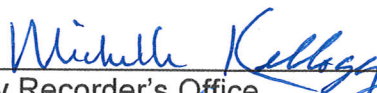
PARK CITY MUNICIPAL CORPORATION

445 Marsac Avenue
Post Office Box 1480
Park City, UT 84060-1480



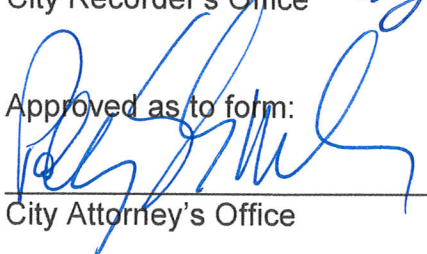
Diane Foster, City Manager

Attest:



City Recorder's Office

Approved as to form:



City Attorney's Office

**PARK CITY MUNICIPAL CORPORATION
SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT**

Historic Park City Alliance

SERVICE PROVIDER NAME

Address: *PO Box 1348*

Address:

City, State, Zip: *Park City, UT 84060-1348*

Tax ID#: 87-0629176

PC Business License# BLB-007289

Sandra Morrison

Signature

Sandra Morrison

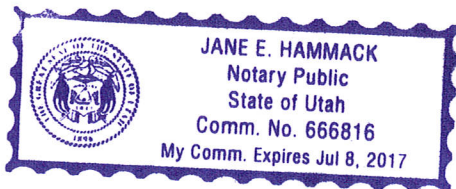
Printed name

President

Title

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this 15 day of March, 2016, personally appeared before me
Sandra Morrison, whose identity is personally known to me/or proved
to me on the basis of satisfactory evidence and who by me duly sworn/affirmed, did say
that he/she is the President (title or office) of
HPCA Corporation by Authority of its Bylaws/Resolution of the Board of
Directors, and acknowledged that he/she signed it voluntarily for its stated purpose as
President (title) for HPCA, a
corporation.



Jane E. Hammack
Notary Public

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

EXHIBIT "A"

SCOPE OF SERVICES

- A. Provide communication to all the Main Street merchants through various channels (i.e., newsletter, emails, phone calls) including local event information that may impact the Main Street area.
- B. Coordinate special events and Main Street activities with Main Street area merchants. This will include communication and coordination with City staff.
- C. Provide marketing and advertising for BID businesses and the Historic Main Street area.
- D. Provide communication to Main Street area businesses regarding trash services for the Park City Historic Business Improvement District (BID) and work with City staff to evaluate the program, specifically related to renewal of the service contract with the solid waste hauler. Work with City staff to develop a recycling program to accompany the solid waste management efforts.
- E. The City requires that the Service Provider present an annual update to City staff on the following metrics. Perpetuation of this service provider contract is contingent upon the satisfactory execution of the scope of services, which is in part determined by the achievement of the goals specified here:
 - 1. Line-item accounting of how BID funds were spent
 - 2. Summary of how each of the services in the scope of services was met.

**PARK CITY MUNICIPAL CORPORATION
SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT**

EXHIBIT "B"

PAYMENT SCHEDULE

	<u>2016</u>	<u>2017</u>	<u>2018</u>
Expected BID Tax collections -	\$57,346	\$57,346	\$57,346
Previous year BID Tax in excess of expected collection -	\$-	TBD*	TBD*
Total Allowable Annual Payment-	\$57,346	TBD*	TBD*

* Amounts to be determined based on actual business license collections from the Main Street Business Improvement District. An analysis of this amount will be prepared by the City and attached to this contract annually.

A payment shall be made to the Service Provider on or before July 31 of each contract year.

FIRST ADDENDUM TO PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

THIS FIRST ADDENDUM is made and entered into in duplicate this 16 day of October, 2019, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and HISTORIC MAIN ST. BUSINESS ALLIANCE, a Utah corporation, d/b/a HISTORIC PARK CITY ALLIANCE, ("Service Provider"), to amend the Park City Municipal Corporation Service Provider/Professional Services Agreement signed and executed by the parties on March 18, 2016, (the "Original Agreement")

WHEREAS, the parties entered into a Park City Municipal Corporation Service Provider/Professional Services Agreement on March 18, 2016, (hereinafter "Original Agreement");

WHEREAS, the City desires to have Service Provider continue to perform certain services and tasks performed as set forth in the Scope of Services requiring specialized skills and other supportive capabilities within the terms of the Original Agreement per the Agreement's extension provision and to add to the Scope of Services as stated below; and

WHEREAS, this First Addendum is to exercise the option to renew for one (1) additional year of services beginning July 1, 2019, terminating on June 30, 2020.

NOW THEREFORE, in consideration of the mutual promises made herein and other valuable consideration, the parties hereto now amend the Original Agreement as follows:

1. **AMENDMENTS:**

- a. **EXTENSION OF TERM.** The parties agree that the Original Agreement shall be extended for one (1) additional year of services beginning July 1, 2019, terminating on June 30, 2020, (the "Extended Term").
- b. **SCOPE OF SERVICES.** The parties agree to the Additional Scope of Services attached hereto as Exhibit "A" and made a part hereof.

2. **OTHER TERMS.** All other terms and conditions of the Original Agreement shall continue to apply.

3. **ENTIRE AGREEMENT.** This First Addendum is a written instrument pursuant to Section 21 of the Original Agreement between the parties and cannot be altered or amended except by written instrument, signed by all parties.

IN WITNESS WHEREOF the parties hereto have caused this First Addendum to be executed the day and year first herein above written.

PARK CITY MUNICIPAL CORPORATION,
a Utah municipal corporation
445 Marsac Avenue
P.O. Box 1480
Park City UT 84060-1480



Diane Foster, City Manager

MTHWAKS
1/1cm

Attest:



City Recorder's Office



Approved as to form:



City Attorney's Office

HISTORIC MAIN ST. BUSINESS ALLIANCE,
a Utah corporation, d/b/a HISTORIC PARK
CITY ALLIANCE
PO Box 1348
Park City UT 84060

Tax ID#: 81-0629176
PC Business License# BL B-007289

Signature

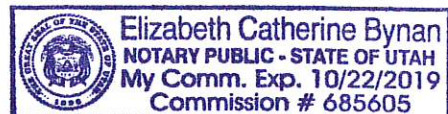
Printed name

Title

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this 4 day of September, 2019, personally appeared before me
[Signature], whose identity is personally known to me/or proved
to me on the basis of satisfactory evidence and who by me duly sworn/affirmed, did say
that he/she is the Board Member (title or office) of HISTORIC MAIN ST.
BUSINESS ALLIANCE, a Utah corporation, d/b/a HISTORIC PARK CITY ALLIANCE, by
Authority of its Bylaws/Resolution of the Board of Directors, and acknowledged that
he/she signed it voluntarily for its stated purpose as Board Member (title)
for the corporation.

Notary Public



Revised 6/24/2019

EXHIBIT "A"

ADDITIONAL SCOPE OF SERVICES

- A. In collaboration with the City, provide communication to all the Main Street merchants and employees through various channels (i.e., newsletter, emails, phone calls, social media, merchant to merchant noticing and meetings) including, but not limited to: Special Event(s), parking, construction, trash/recycling, security and other City processes, information or surveys (i.e., Municipal Code amendments) that may impact the Main Street area. Provide bi-annually, an updated contact list for each business. Provide a protocol or best practices approach for member engagement and outreach to be submitted by May 31 each year.
- B. Responsible for gathering merchant feedback and providing an overview to appropriate City staff or City Council as needed.
- C. Provide branding, marketing and advertising for BID businesses and the Historic Main Street area. Provide annual updated Branding and Marketing Plan by May 31 each year.
- D. Provide communication to Main Street area businesses regarding trash services for the Park City Historic Business Improvement District (BID) and work with City staff to evaluate the program, specifically related to renewal of the service contract with the solid waste hauler. Act as the primary point of contact between the City, solid waste service provider and Main Street merchants, including but not limited to, lack of service issues, etc.
- E. The City requires that the Service Provider present updates to City staff on the following metrics. Perpetuation of this service provider contract is contingent upon the satisfactory execution of the scope of services, which is in part determined by the achievement of the goals specified here:
 - 1. HPCA agrees to keep and maintain its financial books and records in accordance with generally accepted accounting principles. The City or its independent auditor reserves the right to conduct its own annual audit of the financial books with respect to funds received from the City and records at reasonable times and places during ordinary business hours, provided that thirty (30) days written notice of the audit is provided to HPCA and such notice contains reasonable explanation for the audit. Any audit performed by Park City pursuant to this Agreement shall be performed at Park City's sole expense. If the BID collections have not been used as agreed herein, the City shall be entitled to a full or partial refund of the amount. The City agrees to provide HPCA with the BID collections report no later than March 31 of each year and an additional report at June 30. HPCA agrees to provide a line-item accounting of all

revenues received from the City and all corresponding expenses incurred that shows how BID funds were spent, an annual budget, and a copy of latest Form 990 submitted to the Finance Manager or designee by no later than May 31 of each year.

2. Annually provide a summary to the Finance Manager by May 31, of how each of the services in the scope of services was met. Summary should include but is not limited to the following:
 - a. Summary of communication efforts regarding events, parking, construction, updated contact info for businesses, etc.;
 - b. Summary of amount and types of gathering merchant input;
 - c. Overview of branding, marketing and promotions;
 - d. Summary of trash/recycling/waste reduction efforts as a district; and
 - e. Summary of actions or communications with City and or trash service provider for provision of adequate and efficient service delivery.
3. Hold quarterly trash/recycling meetings with the Trash and Recycling Committee to evaluate the program and monitor the shared account billing rates. Provide an agenda and summary of each meeting.
4. Provide the City with an electronic informational hand-out to be given to newly licensed businesses within the BID boundaries that includes HPCA contact information submitted to the Finance Manager or designee by no later than September 1, 2019.



HISTMAI-01

WSMITH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/15/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SentryWest Insurance 3860 South 2300 East Salt Lake City, UT 84109	CONTACT NAME:	
	PHONE (A/C, No, Ext): (801) 272-8468	FAX (A/C, No): (801) 277-3511
	E-MAIL ADDRESS: eo@sentrywest.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Philadelphia Indemnity Ins. Co	
INSURED Historic Main Street Business Alliance dba: Historic Park City Alliance PO Box 1348 Park City, UT 84060	INSURER B : WCF Mutual Insurance Company	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			PHPK2044731	10/1/2019	10/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			PHPK2044731	10/1/2019	10/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			PHUB695870	10/1/2019	10/1/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☒ N		N/A	4019486	8/20/2019	8/20/2020	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Professional Liab.			PHPK2044731	10/1/2019	10/1/2020	Each Incident \$ 1,000,000
A	Professional Liab.			PHPK2044731	10/1/2019	10/1/2020	Aggregate \$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is named as additional insured.

CERTIFICATE HOLDER

CANCELLATION

Park City Municipal Corporation PO Box 1480 Park City, UT 84060	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

City Council Staff Report



PLANNING DEPARTMENT

Subject: Twisted Branch Subdivision
Application: PL-17-03664
Author: Alexandra Ananth, Senior Planner
Date: October 1, 2020
Type of Item: Administrative – Plat Amendment

Recommendation

Planning Department Staff recommends that the City Council open a Public Hearing and **Continue** the item to a date to be determined. The Planning Commission has not had the opportunity to review this project yet.

Description

Proposal: Twisted Branch Subdivision, an existing private road owned by REDUS Park City LLC, to create two (2) platted lots of record

Applicant: REDUS Park City, LLC

Zoning: RD-MPD and ROS-MPD, subject to the 2007 Flagstaff Development Agreement (Amended Agreement)

Adjacent Land Uses: Deer Valley Resort, Marsac Avenue/ SR 224 (aka Guardsman Road), B2 East Subdivision (undeveloped multi-family residential), Red Cloud Subdivision (single family houses and vacant lots), open space areas and trails and conservation easement properties

Reason for Review: Subdivision plats require Planning Commission review and City Council approval

City Council Staff Report



Subject: Master Planned Developments
Application: PL-20-04498
Author: Rebecca Ward, Land Use Policy Analyst
Date: October 1, 2020
Type of Item: Legislative – Land Management Code Amendment

Summary Recommendation

Staff recommends the City Council review the Master Planned Development Land Management Code amendments, hold a public hearing, and consider approving Ordinance No. 2020-45.

Description

Applicant: Planning Department

LMC Amendment: Chapter 15-6, *Master Planned Developments*

Sections Amended: § 15-2.10-2; § 15-2.11-2; § 15-2.12-2; § 15-2.13-2; § 15-2.14-2; § 15-2.15-2; § 15-2.16-2; § 15-2.17-2; § 15-2.18-2; § 15-2.19-2; § 15-2.22-2; § 15-2.23-2; § 15-6-1; § 15-6-2; § 15-6-3; § 15-6-4; § 15-6-5; § 15-6-6; and § 15-6-7

Reason for Review: Land Management Code amendments require Planning Commission review and recommendation to the City Council for Final Action

Acronyms

CUP Conditional Use Permit
LMC Land Management Code
MPD Master Planned Development

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

Executive Summary

The purpose of these Master Planned Development (MPD) amendments is to update and clean-up Land Management Code (LMC) Chapter 15-6 in order to simplify and clarify the application process and staff and Commission review. The amendments in this report encompass Phase I of many phases.

- Phase II will refine Accessory Use definitions that are exempt from Unit Equivalents, reinstate some limitations for Accessory Uses, and clarify the conversion of Units to Unit Equivalents in volume-based zones.
- Phase III will amend *Master Planned Affordable Housing Development* to incentivize public-private partnership development of affordable housing through reduced parking and increased height, based on a report that is being produced

by a third-party consultant, Cascadia.

- Staff is collaborating with other City departments on additional MPD amendments. Staff is working with the Engineering and Transportation Departments to update the MPD Chapter to align with *Park City Forward*, the City's Transportation Master Plan that is under development, to implement active transportation connectivity review standards. Staff is also working with the Sustainability Department to update the standards within the MPD Chapter to align with the Community Advisory Committee work to incentivize net-zero development.

Background

The Planning Commission reviewed the Phase I amendments in a May 13, 2020 ([Staff Report](#); [Minutes](#), p. 7 - 19) and July 22, 2020 work session ([Staff Report](#); [Audio](#)).

On September 9, 2020, the Planning Commission considered the proposed amendments, conducted a public hearing, and forwarded a unanimous positive recommendation to the Council with two amendments: (1) require only a preliminary landscape plan for MPDs rather than a final landscape plan;¹ and (2) include changes to Findings of Fact or Conditions of Approval as substantive MPD modifications.² These two items are addressed in the proposed amendments ([Staff Report](#); [Audio](#)).

Analysis

The Planning Commission has the primary responsibility of reviewing LMC amendments and forwarding a recommendation for City Council's consideration.³ The City Council holds a public hearing and takes Final Action on LMC amendments.⁴ The proposed amendments are outlined below:

(1) CLEAN UP REMNANT CODE FROM WHEN PRE-MPD APPLICATIONS WERE REQUIRED

In 2017, the City Council adopted [Ordinance 2017-15](#), which amended LMC Chapter 15-6 to remove the Pre-MPD Application requirement. However, some remnant Pre-MPD Application processes and requirements remain in the LMC, resulting in conflicting provisions. Staff recommends amending LMC § 15-6-4, *Process*, to clean up remnant language from the Pre-MPD requirement, to clarify that a pre-application conference with staff is optional, and to outline the Application requirements that must be met prior to scheduling a work session with the Commission.

¹ Please see line 1504 in Exhibit A, Attachment 1.

² Please see lines 1189-1191 in Exhibit A, Attachment 1.

³ LMC [§ 15-12-15\(B\)\(3\)](#).

⁴ LMC [§ 15-1-7\(D\)](#).

(2) OUTLINE SUBSTANTIVE MODIFICATIONS THAT TRIGGER ADDITIONAL COMMISSION REVIEW AND APPROVAL AND ALLOW THE PLANNING DIRECTOR TO APPROVE MINOR MODIFICATIONS

The proposed amendment to differentiate minor and substantive modifications outlined in § 15-6-4(I) is below:

MPD MODIFICATIONS.

The Planning Director shall determine whether a proposed modification to an approved Master Planned Development is minor or substantive.

1. Minor Modification. A minor modification to an approved Master Planned Development is a modification that complies with the Land Management Code and Master Planned Development approval and does not trigger additional Off-Street Parking requirements, does not reduce Open Space, and does not increase traffic by 5% or more as demonstrated by a traffic generation study. The Planning Director shall review and take Final Action on a minor modification to a Master Planned Development and shall issue an Administrative Permit for an approval. The Administrative Permit approval of minor modifications may be appealed to the Planning Commission.

2. Substantive Modifications. Substantive ~~[Changes in]~~ modifications to an approved Master Planned Development create additional impacts and ~~[, which constitute a change in concept, Density, unit type, or configuration of any portion or phase of the MPD will justify]~~ require review of the entire ~~[master plan]~~ Master Planned Development and Development Agreement by the Planning Commission, unless otherwise specified in the Development Agreement. ~~If the modifications are determined to be substantive, the project will be required to go through the pre-Application public hearing and determination of compliance as~~

~~outlined in Section 15-6-4(B) herein.~~ Substantive modifications include but are not limited to a change to a Finding of Fact or Condition of Approval, a change in Use or an increase in Floor Area that triggers additional Off-Street Parking requirements, a change in Use or an increase in Floor Area that generates more than a 5% increase in traffic demonstrated by a traffic generation study, or a reduction in Open Space.

(3) SEPARATE THE MPD REVIEW PROCESS FROM THE CONDITIONAL USE PERMIT PROCESS

MPDs required a Conditional Use Permit (CUP) when they were first established in the LMC in the early 1980s. Over the years, LMC Chapter 15-6 was amended to specify the Zoning Districts where MPDs are required, allowed, and prohibited. The LMC *Uses* Sections for each Zoning District were not updated to reflect these changes. As a result, LMC [§ 15-6-2](#), which outlines the Zoning Districts where MPDs are allowed—and the individual Zoning District *Uses* Sections—are not aligned.

Also, the Utah State Legislature amended land use law over the years to limit city discretion regarding CUPs. Cities “shall approve a conditional use if reasonable conditions are proposed, or can be imposed, to mitigate the reasonably anticipated detrimental effects of the proposed use in accordance with applicable standards.”⁵ To better enable the Commission to approve MPDs that meet the goals outlined in LMC [§ 15-6-1](#), including flexibility for well-planned development, staff recommends separating the MPD approval process from the CUP process.

Amending the *Uses* Sections will further clarify what *Uses* may be approved for an MPD. LMC [§ 15-6-3](#), *Uses*, states that an MPD “can only contain *Uses*, which are Permitted or Conditional in the zone(s) in which it is located.” There are some Zoning Districts that call out specific *Uses* that are only allowed as a Conditional Use if they are part of an MPD. For example, in the Estate Zoning District, Support Retail and Minor Service Commercial are Conditional *Uses* when approved as part of an MPD. The redlines retain these *Uses* that are tied to MPD approval.

The Commission will retain the ability to require CUP approval for specific Buildings within an approved Master Planned Development, as well as for different phases of an approved Master Planned Development.⁶

⁵ Utah Code [§ 10-9a-507\(2\)](#).

⁶ These CUPs will require Commission review and cannot be staff-level administrative review.

(4) OUTLINE REQUIRED COMPLIANCE WITH ALL RELEVANT LMC SECTIONS SO THAT THE STANDARDS ARE CONSIDERED AS PART OF THE OVERALL MPD REVIEW

The first required finding and conclusion of law the Commission must make when approving an MPD is that the MPD “complies with all the requirements of the Land Management Code.” LMC [§ 15-6-6\(A\)](#).

To ensure that detailed staff analysis is presented to the Commission for MPD consideration in an approval process separate from the CUP process, staff recommends the following amendment:

15-6-5 MPD Requirements

All Master Planned Developments shall contain the following minimum requirements. Many of the requirements and standards will have to be increased in order for the Planning Commission to make the necessary findings to approve the Master Planned Development.

...

P. LAND MANAGEMENT CODE REVIEW. All Master Planned Development Applications shall be reviewed in accordance with the Land Management Code, including:

1. the underlying Zoning District requirements in Chapter 15-2;
2. relevant Overlay Zoning requirements in Chapter 15-2;
3. Chapter 15-3, Off-Street Parking;
4. Chapter 15-4, Supplementary Regulations;
5. Chapter 15-5, Architectural Review;
6. Chapters 15-7, 15-7.1, 15-7.2, 15-7.3 Subdivision Provisions;
7. Chapters 15-11 and 15-13 for Master Planned Developments located in a Historic Zoning District;
8. any other relevant provisions of the Land Management Code.

(5) NOTE WHEN MORE OR LESS RESTRICTIVE HEIGHT OR SETBACKS ARE APPROVED PURSUANT TO CHAPTER 15-6 IN THE FINDINGS OF FACT, DEVELOPMENT AGREEMENT, AND PLAT

The MPD Chapter provides the Commission with discretion regarding Height and Setbacks. To ensure that Building Permits issued for Structures within the MPD are analyzed under the MPD approval in addition to the Zoning District standards, staff recommends that any exception for Height or Setbacks pursuant to Chapter 15-6 be included as a Finding of Fact, outlined in the Development Agreement, and notated on the plat.

Staff recommends amending LMC [§ 15-6-4\(G\)](#), *Process*, as follows:

DEVELOPMENT AGREEMENT. Once the Planning Commission has approved the Master Planned Development, the approval shall be put in the form of a Development Agreement. The Development Agreement shall be in a form approved by the City Attorney, and shall contain, at a minimum, the following:

...

2. All relevant zoning and Land Management Code parameters, including all findings, conclusions, and conditions of approval, specifying any exceptions pursuant to Chapter 15-6 for more or less restrictive Height or Setbacks;

LMC § 15-6-5(C) as follows:

SETBACKS.

...

6. Final Setback approvals shall be specified as a Finding of Fact in the Master Planned Development Approval, in the Development Agreement, and on each plat within the Master Planned Development.

LMC § 15-6-5(F) as follows:

BUILDING HEIGHT.

...

Additional Building Height shall be specified as a Finding of Fact in the Master Planned Development Approval, in the Development Agreement, and on each plat within the Master Planned Development that includes a Building with an additional Height allowance.

(6) REQUIRE A PUBLIC HEARING PRIOR TO RATIFYING A DEVELOPMENT AGREEMENT AND CLARIFY THAT THE MAYOR SIGNS THE AGREEMENT

Regardless of whether an MPD is approved through Chapter 15-6, an annexation, or any other process, staff recommends a public hearing for the ratification of a Development Agreement. Several recent Development Agreement approvals for MPDs were delayed as a result of external factors and the public is not always aware of the final Development Agreement terms. As a result, staff recommends amending LMC [§ 15-6-4\(G\)\(9\)](#) as follows:

The Planning Commission shall hold a public hearing prior to ratifying a Development Agreement ~~[shall be ratified by the Planning Commission,].~~ A Development Agreement ratified by the Commission shall be signed by the ~~[City Council]~~ Mayor and the Applicant~~[-]~~ and recorded with the Summit County Recorder. The Development Agreement shall contain language~~[-which allows]~~ to allow for minor, administrative modifications ~~[to occur to the approval]~~ without revision of the agreement. The Applicant shall submit a draft Development

Agreement ~~[must be submitted]~~ to the ~~[City]~~ **Planning Department** within six (6) months of the date the ~~[project was approved by the]~~ Planning Commission~~[.]~~ approved the Master Planned Development or the Planning Commission approval shall expire.

(7) OUTLINE COMMISSION DISCRETION TO REQUIRE APPLICANTS TO PROVIDE ADDITIONAL STUDIES AND TO FUND THOSE STUDIES

Some MPDs will increase Density and intensity of Uses, resulting in increased traffic or other impacts. For MPDs that significantly increase the Density or intensity of Use, the Commission may request studies that are in addition to what an Applicant is required to submit. Staff recommends amending LMC [§ 15-6-4](#), *Process*, to clarify that when the Commission requests an additional study, the Applicant fund the study. Staff also suggests that the Transportation Department and City Engineer recommend the methods of modeling and scope for Traffic Studies:

ADDITIONAL STUDIES. The Commission may require Applicants to submit and fund additional studies for Master Planned Development proposals that significantly increase the Density and intensity of Use of a Site. If the Commission requires an Applicant to submit a traffic study, the Transportation Department and City Engineer shall recommend a method of modeling and scope of the study area.

(8) INCLUDE TRAFFIC MITIGATION AS A REQUIRED FINDING AND CONCLUSION FOR AN MPD APPROVAL

LMC § 15-6-6, *Required Findings and Conclusions of Law*, does not address traffic considerations. Staff proposes amending the Section to include Subsection (P) so that the Commission may consider traffic mitigation as part of an MPD approval. This Subsection will be expanded when the active transportation connectivity amendments are completed.

(9) CLEAN UP THE CODE WITH NON-SUBSTANTIVE EDITS

- Comply with Municipal Code of Park City [§ 1-1-1](#) for Code citations
- Comply with MCPC [§ 1-1-6](#) when referencing Titles, Chapters, and Sections
- Comply with LMC [§ 15-15-1](#) and capitalize defined terms as proper nouns
- Edit passive voice to active voice
- Consistently use the serial comma

- Reword sentence structures for clarity
- Replace gender-specific language with gender-neutral language
- Remove duplicated language (highlighted in blue in Exhibit A)
 - LMC 15-6-3(A), *Density*, which duplicates LMC 15-6-5(A)
 - LMC 15-6-7(F), *Off Street Parking*, which duplicates LMC 15-6-5(E)

Department Review

The Planning, Engineering, and Legal Departments reviewed these Land Management Code amendments.

Notice

Staff published notice on the City's website and the Utah Public Notice website on August 20, 2020. The *Park Record* published notice on August 22, 2020. LMC [§ 15-1-21](#).

Public Input

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

Exhibits

Exhibit A: Draft Ordinance and LMC Redlines

Ordinance No. 2020-45

AN ORDINANCE AMENDING LAND MANAGEMENT CODE SECTIONS 15-2.10-2, 15-2.11-2, 15-2.12-2, 15-2.13-2, 15-2.14-2, 15-2.15-2, 15-2.16-2, 15-2.17-2, 15-2.18-2, 15-2.19-2, 15-2.22-2, AND 15-2.23-2 TO SEPARATE THE MASTER PLANNED DEVELOPMENT AND CONDITIONAL USE PERMIT REVIEW PROCESS AND LAND MANAGEMENT CODE SECTIONS 15-6-1, 15-6-2, 15-6-3, 15-6-4, 15-6-5, 15-6-6, AND 15-6-7 TO CLEAN UP REMNANT PRE-MPD CODE, TO CLARIFY SUBSTANTIVE AND MINOR MODIFICATIONS, TO NOTE WHEN MORE OR LESS RESTRICTIVE HEIGHT OR SETBACKS ARE APPROVED, TO REQUIRE A PUBLIC HEARING PRIOR TO COMMISSION RATIFICATION OF A DEVELOPMENT AGREEMENT, TO ESTABLISH COMMISSION DISCRETION TO REQUIRE APPLICANTS TO PRODUCE AND FUND ADDITIONAL STUDIES, AND NON-SUBSTANTIVE EDITS FOR CONSISTENCY

WHEREAS, the City Council of Park City, Utah, adopted the Land Management Code to promote the health, safety, and welfare of the residents, visitors, and property owners of Park City;

WHEREAS, the Land Management Code implements the goals, objectives, and policies of the Park City General Plan to maintain the quality of life and experiences for City residents and visitors;

WHEREAS, the purpose of Chapter 15-6 of the Land Management Code is to establish a review process with design flexibility for large and complex Master Planned Developments to set forth use, density, height, parking, design theme, and general site planning criteria that complement natural features of a site; ensures neighborhood compatibility; strengthens the resort character of Park City; results in a net positive contribution of amenities to the community; provides a variety of housing types and configurations; provides the highest value of open space; efficiently and cost-effectively extends and provides infrastructure; provides opportunities for redevelopment; protects residential neighborhoods from impacts of non-residential uses; encourages mixed-use, walkable, and sustainable development; and encourages opportunities for economic diversification and development;

WHEREAS, the City Council enacted Ordinance 2017-15 to remove the Pre-MPD Application requirement, but remnant Pre-MPD Application language remains in Chapter 15-6 and is hereby removed;

WHEREAS, amendments regarding substantive and minor modifications to Master Planned Developments clarify standards for staff, the Planning Director, and the Planning Commission for future modifications;

WHEREAS, the Master Planned Development Process is hereby separated from the Conditional Use Process and Master Planned Development Approvals no longer require review as a Conditional Use Permit;

WHEREAS, Master Planned Development approvals shall be reviewed through the lens of relevant and applicable Land Management Code provisions;

WHEREAS, exceptions granted by the Commission pursuant to Chapter 15-6 regarding Master Planned Development Height and Setbacks shall be outlined in the Master Planned Development approval Findings of Fact, the Development Agreement, and on each plat within the Master Planned Development;

WHEREAS, a public hearing shall be required prior to Commission ratification of a Development Agreement for a Master Planned Development;

WHEREAS, the Commission shall have discretion to require applicants to provide and fund additional studies for Master Planned Development proposals that significantly increase the Density and intensity of Use of a Site;

WHEREAS, traffic mitigation shall be considered as part of a Master Planned Development approval;

WHEREAS, non-substantive edits of the Master Planned Development Chapter improve consistency;

WHEREAS, the Commission duly noticed and conducted a work session on Master Planned Development amendments on May 13, 2020;

WHEREAS, the Commission duly noticed and conducted a work session on Master Planned Development amendments on July 22, 2020;

WHEREAS, the Commission duly noticed and conducted a public hearing on these Land Management Code amendments on September 9, 2020 and unanimously forwarded a positive recommendation for City Council's consideration on October 1, 2020;

WHEREAS, the City Council duly noticed and conducted a public hearing on October 1, 2020;

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

SECTION 1. LAND MANAGEMENT CODE TITLE 15. The recitals above are incorporated herein as findings of fact. Sections 15-2.10-2; 15-2.11-2; 15-2.12-2; 15-2.13-2; 15-2.14-2; 15-2.15-2; 15-2.16-2; 15-2.17-2; 15-2.18-2; 15-2.19-2; 15-2.22-2; 15-

2.23-2; 15-6-1; 15-6-2; 15-6-3; 15-6-4; 15-6-5; 15-6-6; and 15-6-7 are hereby amended as outlined in Attachment 1.

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

PASSED AND ADOPTED this 1st day of October, 2020

PARK CITY MUNICIPAL CORPORATION

Andy Beerman, Mayor

Attest:

City Recorder

Approved as to form:

Mark Harrington, City Attorney

1 **15-2.10-2 Uses**

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

3 A. **ALLOWED USES.**

- 4 1. Single Family Dwelling
- 5 2. Duplex Dwelling
- 6 3. Secondary Living Quarters
- 7 4. Lockout Unit¹
- 8 5. Accessory Apartment²
- 9 6. Nightly Rental^{1,3}
- 10 7. Home Occupation
- 11 8. Child Care, In-Home Babysitting⁴
- 12 9. Child Care, Family⁴
- 13 10. Child Care, Family Group⁴
- 14 11. Accessory Buildings and Uses
- 15 12. Conservation Activity
- 16 13. Agriculture
- 17 14. Raising, grazing of horses
- 18 15. Parking Area or Structure with four (4) or fewer spaces

19 B. **CONDITIONAL USES.**

- 20 1. Guest House
- 21 2. Group Care Facility
- 22 3. Child Care Center⁴
- 23 4. Public and Quasi-Public Institution, Church, and School
- 24 5. Essential Municipal Public Utility Use, Facility, Services, and Structure
- 25 6. Telecommunication Antenna⁵
- 26 7. Satellite Dish Antenna, greater than thirty-nine inches (39") in diameter⁶

- 27 8. Plant and Nursery stock products and sales
- 28 9. Raising, grazing of livestock
- 29 10. Cemetery
- 30 11. Bed ~~[&]~~ and Breakfast Inn
- 31 12. Hotel, Minor⁷
- 32 13. Hotel, Major⁷
- 33 14. Parking Area or Structure with five (5) or more spaces
- 34 15. Temporary Improvement⁸
- 35 16. Passenger Tramway Station and Base Facility⁹
- 36 17. Ski Tow Rope, Ski Run, Ski Lift, and Ski Bridge
- 37 18. Outdoor Event⁷
- 38 19. Recreation Facility, Public and Private
- 39 20. Recreation Facility, Commercial
- 40 21. Commercial Stables, Riding Academy
- 41 ~~[22. Master Planned Development with moderate income housing density bonus⁷~~
- 42 ~~23. Master Planned Development with residential and transient lodging Uses only⁷~~
- 43 ~~24. Master Planned Development with Support Retail and Minor Service~~
- 44 ~~Commercial⁷]~~
- 45 ~~[25.]~~ 22. Mines and Mine Exploration
- 46 ~~[26.]~~ 23. Vehicle Control Gates¹⁰
- 47 ~~[27.]~~ 24. Fences greater than six feet (6') in height from Final Grade⁸
- 48 25. Support Retail and Minor Service Commercial¹¹

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

50 prohibited Use.

51 ¹Nightly rental of Lockout Units requires a Conditional Use permit

52 ²See ~~[LMC Chapter]~~ Section 15-4-7, ~~[Supplemental Regulations for]~~ Accessory Apartments.

³Nightly Rentals do not include the Use of dwellings for Commercial Uses.

⁴See [LMC Chapter] Section 15-4-9, [for] Child Care [Regulations] And Child Care Facilities

⁵See [LMC Chapter] Section 15-4-14, [Supplemental Regulations for] Telecommunication Facilities

⁶See [LMC Chapter] Section 15-4-13, [Supplemental Regulations for] Placement Of Satellite Receiving Antennas

⁷Subject to regulations of LMC Chapter 15-6, Master Planned Developments

⁸ Requires an Administrative Conditional Use permit

⁹ See Section 15-4-18, Passenger Tramways [a]And Ski Base Facilities

¹⁰ See Section 15-4-19, [for specific] [f]Review [e]Criteria [f]For Vehicle Control [g]Gates

¹¹Subject to a Master Planned Development approval. See Chapter 15-6.

HISTORY

Adopted by Ord. 00-51 on 9/21/2000

Amended by Ord. 04-08 on 3/4/2004

Amended by Ord. 06-69 on 10/19/2006

15-2.11-2 Uses

Uses in the SF District are limited to the following:

A. **ALLOWED USES.**

1. Single Family Dwelling
2. Duplex Dwelling¹
3. Secondary Living Quarters²
4. Accessory Apartment³
5. Nightly Rental⁴
6. Home Occupation
7. Child Care, In-Home Babysitting⁵
8. Child Care, Family⁵
9. Child Care, Family Group⁵
10. Accessory Building and Use

- 80 11. Conservation Activity
- 81 12. Agriculture
- 82 13. Parking Area or Structure with four (4) or fewer spaces

83 B. **CONDITIONAL USES.**

- 84 1. Guest House⁶
- 85 2. Group Care Facility
- 86 3. Child Care Center⁵
- 87 4. Public and Quasi-Public Institution, Church, and School
- 88 5. Essential Municipal Public Utility Use, Facility, Service, and Structure
- 89 6. Telecommunication Antenna⁷
- 90 7. Satellite Dish, greater than thirty-nine inches (39") diameter⁸
- 91 8. Raising, grazing of horses
- 92 9. Bed and Breakfast Inn
- 93 10. Parking Area or Structure with five (5) or more spaces⁹
- 94 11. Temporary Improvements⁹
- 95 12. Outdoor Event⁹
- 96 13. Recreation Facility, Public or Private
- 97 ~~[14. Master Planned Development with moderate income housing Density bonus]~~
- 98 ~~[15.]~~ 14. Fences greater than six feet (6') in height from Final Grade⁹

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

100 prohibited Use.

101 ¹Permitted only on Lots designated for Duplexes on the official Subdivision Plat.

102 ²Detached Guest Houses and detached Secondary Living Quarters are not allowed as a Conditional or

103 Allowed Use within Holiday Ranchettes Subdivision.

104 ³See ~~[LMC Chapter]~~ Section 15-4-7, ~~[Supplemental Regulations for]~~ Accessory Apartments. Accessory

105 Apartments in detached Structures are not allowed within Holiday Ranchettes Subdivision.

⁴Allowed only within Prospector Village Subdivision. Commercial Uses are not allowed within Nightly Rental units.

⁵See [LMC Chapter] Section 15-4-9, [for] Child Care [Regulations] And Child Care Facilities.

⁶Detached Guest Houses and detached Secondary Living Quarters are not allowed as a Conditional or Allowed Use within Holiday Ranchettes Subdivision.

⁷See [LMC Chapter] Section 15-4-14, [Supplemental Regulations for] Telecommunication Facilities

⁸See [LMC Chapter] Section 15-4-13, [Supplemental Regulations for] Placement Of Satellite Receiving Antennas

⁹Requires an Administrative Conditional Use permit.

HISTORY

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

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

15-2.12-2 Uses

Uses in the R-1 District are limited to the following:

A. **ALLOWED USES.**

1. Single Family Dwelling
2. Duplex Dwelling
3. Secondary Living Quarters
4. Lockout Unit¹
5. Accessory Apartment²
6. Nightly Rental³
7. Home Occupation
8. Child Care, In-Home Babysitting⁴
9. Child Care, Family⁴
10. Child Care, Family Group⁴
11. Accessory Building and Use

- 132 12. Conservation Activity
- 133 13. Agriculture
- 134 14. Parking Area or Structure with four (4) or fewer spaces

135 B. **CONDITIONAL USES.**

- 136 1. Triplex Dwelling⁵
- 137 2. Guest House, on Lots one (1) acre or larger
- 138 3. Group Care Facility
- 139 4. Child Care Center⁴
- 140 5. Public or Quasi-Public Institution, Church, and School
- 141 6. Essential Municipal Public Utility Use, Facility, Service, and Structure
- 142 7. Telecommunication Antenna⁶
- 143 8. Satellite Dish Antenna, greater than thirty-nine inches (39") in diameter⁷
- 144 9. Bed ~~[&]~~and Breakfast Inn
- 145 10. Temporary Improvement⁸
- 146 11. Ski tow rope, ski lift, ski run, and ski bridge⁹
- 147 12. Outdoor Event⁸
- 148 ~~[13. Master Planned Development with moderate income housing Density bonus¹⁰~~
- 149 ~~14. Master Planned Development with residential and transient lodging Uses only¹⁰]~~
- 150 ~~[15.]~~13. Recreation Facility, Private
- 151 ~~[16.]~~14. Fences and walls greater than six feet (6') in height from Final Grade⁸
- 152 15. Residential and transient lodging Uses¹⁰

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

154 prohibited Use.

155 ¹Nightly rental of Lockout Units requires a Conditional Use permit

156 ²See ~~[LMC Chapter]~~ Section 15-4-7, ~~[Supplemental Regulations for]~~ Accessory Apartments

157 ³Commercial Uses are not allowed within Nightly Rental Units

158 ⁴See [~~LMC Chapter~~] Section 15-4-9. [~~for~~] Child Care Regulations And Child Care Facilities
159 ⁵Must comply with special parking requirements, see [~~Section~~] Chapter 15-3.
160 ⁶See [~~LMC Chapter~~] Section 15-4-14, [~~Supplemental Regulations for~~] Telecommunications Facilities
161 ⁷See [~~LMC Chapter~~] Section 15-4-13, [~~Supplemental Regulations for~~] Placement Of Satellite Receiving
162 Antennas
163 ⁸Subject to an [~~a~~]Administrative Conditional Use permit.
164 ⁹As part of an approved Ski Area Master Plan. See [~~LMC Chapter~~] Section 15-4-18, Passenger
165 Tramways [~~a~~]And Ski Base Facilities
166 ¹⁰Subject to [~~provisions of LMC~~] Master Planned Development approval. See Chapter 15-6.1, Master
167 Planned Development]

168 HISTORY

169 *Adopted by Ord. 00-51 on 9/21/2000*

170 *Amended by Ord. 06-76 on 11/9/2006*

171 **15-2.13-2 Uses**

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

173 A. **ALLOWED USES.**

- 174 1. Single-Family Dwelling
- 175 2. Duplex Dwelling
- 176 3. Secondary Living Quarters
- 177 4. Lockout Unit¹
- 178 5. Accessory Apartment²
- 179 6. Nightly Rental³
- 180 7. Home Occupation
- 181 8. Child Care, In-Home Babysitting⁴
- 182 9. Child Care, Family⁴
- 183 10. Child Care, Family Group⁴
- 184 11. Accessory Building and Use

- 185 12. Conservation Activity Agriculture
- 186 13. Parking Area or Structure with four (4) or fewer spaces
- 187 14. Recreation Facility, Private
- 188 15. Salt Lake City 2002 Winter Olympic Games Olympic Legacy Displays⁵
- 189 16. Food Truck Location¹⁶

190 **B. CONDITIONAL USES.**

- 191 1. Triplex Dwelling⁶
- 192 2. Multi-Unit Dwelling⁶
- 193 3. Guest House
- 194 4. Group Care Facility
- 195 5. Child Care Center⁴
- 196 6. Public and Quasi-Public Institution, Church, and School
- 197 7. Essential Municipal Public Utility Use, Facility, Service, and Structure
- 198 8. Telecommunication Antenna⁷
- 199 9. Satellite Dish Antenna, greater than thirty-nine inches (39") in diameter⁸
- 200 10. Raising, grazing of horses
- 201 11. Cemetery
- 202 12. Bed and Breakfast Inn
- 203 13. Hotel, Minor⁶
- 204 14. Hotel, Major⁶
- 205 15. Private Residence Club Project and Conversion¹⁰
- 206 16. Office, General^{6,9}
- 207 17. Office, Moderate Intensive^{6,9}
- 208 18. Office, Medical^{6,9}
- 209 19. Financial Institution without drive-up window^{6,9}
- 210 20. Commercial Retail and Service, Minor^{6,9}

211	21. Commercial Retail and Service, personal improvement ^{6,9}
212	22. Commercial, Resort Support ^{6,9}
213	23. Café or Deli ^{6,9}
214	24. Restaurant, Standard ^{6,9}
215	25. Restaurant, Outdoor Dining ¹⁰
216	26. Outdoor Event ¹⁰
217	27. Bar ^{6,9}
218	28. Hospital, Limited Care Facility ^{6,9}
219	29. Parking Area or Structure with five (5) or more spaces
220	30. Temporary Improvement ¹⁰
221	31. Passenger Tramway Station and Ski Base Facility ¹¹
222	32. Ski Tow, Ski Lift, Ski Run, and Ski Bridge ¹¹
223	33. Recreation Facility, Public
224	34. Recreation Facility, Commercial ⁶
225	35. Entertainment Facility, Indoor ^{6,9}
226	36. Commercial Stables, Riding Academy ¹²
227	[37. Master Planned Development with moderate income housing density bonus¹²
228	38. Master Planned Development with residential and transient lodging Uses only¹²
229	39. Master Planned Development with Support Retail and Minor Service Commercial
230	Uses¹²]
231	[40.] <u>37.</u> Heliport ¹²
232	[41.] <u>38.</u> Vehicle Control Gate ¹³
233	[42.] <u>39.</u> Fences and walls greater than six feet (6') in height from Final Grade ¹⁰
234	[43.] <u>40.</u> Salt Lake City 2002 Winter Olympic Games Olympic Legacy Displays ¹⁴
235	[44.] <u>41.</u> Amenities Club
236	[45.] <u>42.</u> Club, Private Residence Off-Site ¹⁵

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

¹Nightly rental of Lockout Units requires a Conditional Use permit

²See ~~[LMC Chapter]~~ Section 15-4-7, ~~[Supplemental Regulations for]~~ Accessory Apartments

³Nightly Rentals do not include the Use of dwellings for Commercial Uses and Nightly Rentals are not permitted in the April Mountain, Mellow Mountain Estates Subdivisions, and Meadows Estates Subdivision Phases #1A and #1B.

⁴See ~~[LMC Chapter]~~ Section 15-4-9, ~~[for]~~ Child Care ~~[Regulations]~~ And Child Care Facilities

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

⁶Subject to provisions of ~~[LMC]~~ Chapter 15-6, Master Planned Developments

⁷See ~~[LMC Chapter]~~ Section 15-4-14, ~~[Supplemental Regulations for]~~ Telecommunications Facilities

⁸See ~~[LMC Chapter]~~ Section 15-4-13, ~~[Supplemental Regulations for]~~ Placement Of Satellite Receiving Antennas

⁹Allowed only as a secondary or support Use to the primary Development or Use and intended as a convenience for residents or occupants of adjacent or adjoining residential Developments.

¹⁰Requires an ~~[a]~~Administrative Conditional Use permit.

¹¹As part of an approved Ski Area Master Plan. See ~~[LMC Chapter]~~, Section 15-4-18, Passenger Tramways And Ski Base Facilities.

¹²Omitted. ~~[Subject to provisions of LMC Chapter 15-6, Master Planned Development.]~~

¹³See Section 15-4-19, Review Criteria For Control Vehicle Gates ~~[for specific review criteria for gates]~~.

¹⁴Olympic Legacy Displays limited to those specific Structures approved under the SLOC/Park City Municipal Corporation Olympic Services Agreement and/or Olympic Master Festival License and placed in an Area other than the original location set forth in the services agreement and/or Master Festival License.

¹⁵Only allowed within a Master Planned Development. Requires an Administrative Conditional Use permit.

Is permitted only in approved existing Commercial spaces or developments that have ten (10) or more

units with approved Support Commercial space. A Parking Plan shall be submitted to determine site specific parking requirements.

¹⁶The Planning Director[,] or [his] their designee shall, upon finding a Food Truck Location in compliance with Municipal Code Section 4-5-6, issue the property owner a Food Truck Location administrative approval letter.

HISTORY

Adopted by Ord. 00-51 on 9/21/2000

Amended by Ord. 02-38 on 9/12/2002

Amended by Ord. 04-08 on 3/4/2004

Amended by Ord. 05-39 on 6/30/2005

Amended by Ord. 06-76 on 11/9/2006

Amended by Ord. 11-05 on 1/27/2011

Amended by Ord. 14-35 on 6/26/2014

Amended by Ord. 2018-23 on 5/17/2018

Amended by Ord. 2018-55 on 10/23/2018

Amended by Ord. 2018-55 on 10/23/2018

15-2.14-2 Uses

Uses in the RDM District are limited to the following:

A. **ALLOWED USES.**

1. Single Family Dwelling
2. Duplex Dwelling
3. Triplex Dwelling
4. Secondary Living Quarters
5. Lockout Unit¹
6. Accessory Apartment²
7. Nightly Rental³

- 291 8. Home Occupation
- 292 9. Child Care, In Home Babysitting⁴
- 293 10. Child Care, Family⁴
- 294 11. Child Care, Family Group⁴
- 295 12. Accessory Building and Use
- 296 13. Conservation Activity
- 297 14. Agriculture
- 298 15. Parking Area or Structure with four (4) or fewer spaces
- 299 16. Recreation Facility, Private
- 300 17. Salt Lake City 2002 Winter Olympic Games Olympic Legacy Displays⁵
- 301 18. Food Truck Location¹⁴

302 B. **CONDITIONAL USES.**

- 303 1. Multi-Unit Dwelling⁶
- 304 2. Guest House
- 305 3. Group Care Facility
- 306 4. Child Care Center
- 307 5. Public and Quasi Public Institution, Church, and School
- 308 6. Essential Municipal Public Utility Use, Facility, Service, and Structure
- 309 7. Telecommunication Antenna⁷
- 310 8. Satellite Dish, greater than thirty nine inches (39") in diameter⁸
- 311 9. Raising grazing of horses
- 312 10. Cemetery
- 313 11. Bed and Breakfast Inn
- 314 12. Boarding House, Hotel
- 315 13. Hotel, Minor⁶
- 316 14. Hotel, Major⁶

317	15. Private Residence Club Project and Conversion ¹¹
318	16. Office, General ^{[6]⁶[-]}
319	17. Office, Moderate Intensive ^{6,9}
320	18. Office and Clinic, Medical ^{6,10}
321	19. Financial Institution, without drive up window ^{6,10}
322	20. Commercial Retail and Service, Minor ^{6,10}
323	21. Commercial Retail and Service, personal improvement ^{6,10}
324	22. Commercial, Resort Support ^{6,10}
325	23. Cafe or Deli ^{6,10}
326	24. Restaurant, Standard ^{6,10}
327	25. Restaurant, Outdoor Dining ¹¹
328	26. Outdoor Event ¹¹
329	27. Bar ^{6,10}
330	28. Hospital, Limited Care Facility ^{6,9}
331	29. Parking Area or Structure with five (5) or fewer spaces
332	30. Temporary Improvement ¹¹
333	31. Passenger Tramway Station and Ski Base Facility ¹²
334	32. Ski Tow, Ski Lift, Ski Run, and Ski Bridge ¹²
335	33. Recreation Facility, Public
336	34. Recreation Facility, Commercial ⁶
337	35. Entertainment Facility, Indoor ^{6,9}
338	36. Commercial Stables, Riding Academy ^{6,10}
339	37. Master Planned Development with moderate income housing Density bonus⁶
340	38. Master Planned Development with residential and transient lodging Uses only⁶
341	39. Master Planned Development with Support Retail and Minor Service
342	Commercial⁶]

~~[40.]~~[37.] Fences greater than six feet (6') in height from Final Grade

~~[41.]~~[38.] Salt Lake City 2002 Winter Olympic Games Olympic Legacy Displays¹³

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

¹Nightly Rental of Lockout Units requires a Conditional Use permit.

²See ~~[LMC Chapter]~~ Section 15-4-7, Accessory Apartments.

³Nightly Rentals do not include the Use of Dwellings for Commercial Use.

⁴See ~~[LMC Chapter]~~ Section 15-4-9, Child Care ~~[Regulations]~~ And Child Care Facilities

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

⁶Subject to ~~[provisions of LMC]~~ Master Planned Development approval. See Chapter 15-6~~;~~ ~~Master Planned Development]~~

⁷See ~~[LMC Chapter]~~ Section 15-4-14, Telecommunication Facilities.

⁸See ~~[LMC Chapter]~~ Section 15-4-13, Placement Of Satellite Receiving Antennas.

⁹General Offices are only permitted with an approved Master Planned Development and may only be approved as the redevelopment of an existing Building or Property. In addition to meeting the necessary criteria in the LMC Chapter 15-6, Master Planned Developments ~~[MPD's]~~, the Planning Commission must find that: a) the redevelopment of an existing Building or Property to a General Office use will substantially advance the objectives of Economic Element of the General Plan or other more specific neighborhood plans; b) it has minimized/eliminated any potential detrimental impact on the resort and/or resort-residential character of the RDM District and the Frontage Protection Zone through careful planning and conditions of approval; c) it will not result in an intensification of use incompatible with neighboring developments; and d) it will not result in substantial increase in the existing trip generations for services and deliveries.

¹⁰Allowed only as a secondary or support Use to the primary Development or Use and intended as a convenience for residents or occupants of adjacent or adjoining residential Development.

¹¹Requires an administrative Conditional Use permit.

371 ¹²As part of an approved Ski Area Master Plan. See ~~[LMC Chapter]~~ [Section](#) 15-4-18, Passenger
372 Tramways ~~[a]~~ And Ski Base Facilities

373 ¹³Olympic Legacy Displays limited to those specific Structures approved under the SLOC/Park City
374 Municipal Corporation Olympic Services Agreement and/or Olympic Master Festival License and placed
375 in an Area other than the original location set forth in the services agreement and/or Master Festival
376 License.

377 ¹⁴The Planning Director~~[-]~~ or ~~[his]~~ [their](#) designee shall, upon finding a Food Truck Location in compliance
378 with Municipal Code [Section](#) 4-5-6, issue the property owner a Food Truck Location administrative
379 approval letter.

380 HISTORY

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

382 *Amended by Ord. [02-24](#) on 6/27/2002*

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

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

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

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

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

388 **15-2.15-2 Uses**

389 Uses in the RM District are limited to the following:

390 A. **ALLOWED USES.**

- 391 1. Single Family Dwelling
- 392 2. Duplex Dwelling
- 393 3. Triplex Dwelling
- 394 4. Secondary Living Quarters
- 395 5. Lockout Unit¹
- 396 6. Accessory Apartment²

- 397 7. Nightly Rental³
- 398 8. Home Occupation
- 399 9. Child Care, In-Home Babysitting⁴
- 400 10. Child Care, Family⁴
- 401 11. Child Care, Family Group⁴
- 402 12. Accessory Building and Use
- 403 13. Conservation Activity
- 404 14. Agriculture
- 405 15. Bed ~~[&]~~ and Breakfast Inn
- 406 16. Parking Area or Structure with four (4) or fewer spaces
- 407 B. **CONDITIONAL USES.**
- 408 1. Multi-Unit Dwelling
- 409 2. Guest House, on Lot greater than one (1) acre
- 410 3. Group Care Facility
- 411 4. Child Care Center⁴
- 412 5. Public and Quasi-Public Institution, Church, and School
- 413 6. Essential Municipal Public Utility Use, Facility, Service, and Structure
- 414 7. Telecommunication Antenna⁵
- 415 8. Satellite Dish Antenna, greater than thirty-nine inches (39") in diameter⁶
- 416 9. Boarding House, Hostel
- 417 10. Hotel, Minor⁷
- 418 11. Outdoor Event⁸
- 419 12. Parking Area or Structure with five (5) or more spaces
- 420 13. Temporary Improvement⁸
- 421 14. Recreation Facility, Public and Private
- 422 ~~[15. Master Planned Development with moderate income housing Density bonus⁷~~

~~16. Master Planned Development with residential and transient lodging Uses only⁷~~

~~17. Master Planned Development with Support Retail and Minor Service Commercial
Uses⁷~~

~~18.] 15. Fences greater than six feet in Height from Final Grade⁸~~

16. Residential and transient lodging Uses⁷

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

¹Nightly rental of Lockout Units requires a Conditional Use permit

²See [LMC Chapter] Section 15-4-7, [Supplemental Regulations for] Accessory Apartments

³Nightly Rentals do not include the Use of dwellings for Commercial Uses

⁴See [LMC Chapter] Section 15-4-9, Child Care [Regulations] And Child Care Facilities

⁵See [LMC Chapter] Section 15-4-14, [Supplemental Regulations for] Telecommunications Facilities

⁶See [LMC Chapter] Section 15-4-13, [Supplemental Regulations for] Placement Of Satellite Receiving
Antennas

⁷Subject to [provisions of LMC] Master Planned Development approval. See Chapter 15-6[, Master
Planned Development]

⁸Requires an [a]Administrative Conditional Use permit

HISTORY

Adopted by Ord. 00-51 on 9/21/2000

15-2.16-2 Uses

Uses in the RC District are limited to the following:

A. **ALLOWED USES.**

1. Single Family Dwelling

2. Duplex Dwelling

3. Triplex Dwelling

4. Secondary Living Quarters

5. Lockout Unit¹

- 450 6. Accessory Apartment²
- 451 7. Nightly Rental³
- 452 8. Home Occupation
- 453 9. Child Care, In-Home Babysitting⁴
- 454 10. Child Care, Family⁴
- 455 11. Child Care, Family Group⁴
- 456 12. Child Care Center⁴
- 457 13. Accessory Building and Use
- 458 14. Conservation Activity
- 459 15. Agriculture
- 460 16. Bed and Breakfast Inn
- 461 17. Boarding House, Hostel
- 462 18. Hotel, Minor
- 463 19. Parking Area or Structure with four (4) or fewer spaces
- 464 20. Salt Lake City 2002 Winter Olympic Games Olympic Legacy Displays⁵
- 465 21. Food Truck Location¹²

466 B. **CONDITIONAL USES.**

- 467 1. Multi-Unit Dwelling
- 468 2. Group Care Facility
- 469 3. Public and Quasi-Public institution, church, and school
- 470 4. Essential municipal and public utility Use, facility, service, and Structure
- 471 5. Telecommunications Antenna⁶
- 472 6. Satellite dish Antenna, greater than thirty-nine inches (39") in diameter⁷
- 473 7. Raising, grazing of horses
- 474 8. Cemetery
- 475 9. Hotel, Major

476	10. Timeshare Project and Conversion
477	11. Timeshare Sales Office
478	12. Private Residence Club Project and Conversion ⁹
479	13. Office, General ⁸
480	14. Office, Moderate ⁸
481	15. Office and Clinic, Medical ⁸
482	16. Financial Institution without drive-up window ⁸
483	17. Minor Retail and Service Commercial ⁸
484	18. Retail and Service Commercial, personal improvement ⁸
485	19. Transportation Service ⁸
486	20. Neighborhood Market, without gasoline sales ⁸
487	21. Café or Deli ⁸
488	22. Restaurant, General ⁸
489	23. Restaurant, Outdoor Dining ^{8,9}
490	24. Bar ⁸
491	25. Hospital, Limited Care Facility ⁸
492	26. Parking Area or Structure with five (5) or more spaces
493	27. Temporary Improvement ⁹
494	28. Passenger Tramway station and ski base facility ¹⁰
495	29. Ski tow rope, ski lift, ski run, and ski bridge ¹⁰
496	30. Outdoor Events and Uses ⁹
497	31. Recreation Facility, Public and Private ⁸
498	32. Recreation Facility, Commercial ⁸
499	33. Entertainment Facility, Indoor ⁸
500	34. Commercial Stable(s), riding academy ⁸
501	[35. Master Planned Developments]

502 ~~[36.]~~35. Heliport⁸

503 ~~[37.]~~36. Amenities Club

504 ~~[38.]~~37. Club, Private Residence Off-Site¹¹

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

507 ¹Nightly Rental of Lockout Units requires a Conditional Use permit

508 ²See ~~[LMC]~~ Section 15-4-7, Accessory Apartments

509 ³Nightly Rentals do not include the Use of dwellings for Commercial Uses

510 ⁴See ~~[LMC]~~ Section 15-4-9, Child Care Regulations And Child Care Facilities

511 ⁵Olympic Legacy Displays limited to those specific Structures approved under the SLOC/Park City
512 Municipal Corporation Olympic Services Agreement and/or Olympic Master Festival License and placed
513 on the original Property set forth in the services agreement and/or Master Festival License. Requires an
514 Administrative Permit.

515 ⁶See ~~[LMC]~~ Section 15-4-14, Telecommunication Facilities

516 ⁷See ~~[LMC]~~ Section 15-4-13, Placement Of Satellite Receiving Antennas

517 ⁸As support Use to primary Development or Use, subject to provisions of LMC Chapter 15-6, Master
518 Planned Development~~s~~

519 ⁹Requires an Administrative or Administrative Conditional Use permit, see Chapter 15-4

520 ¹⁰As part of an approved Ski Area Master Plan

521 ¹¹Requires an Administrative Conditional Use permit. Is permitted only in approved existing Commercial
522 spaces or developments that have ten (10) or more units with approved Support Commercial space. A
523 Parking Plan shall be submitted to determine site specific parking requirements.

524 ¹²The Planning Director~~[,]~~ or ~~[his]~~ their designee shall, upon finding a Food Truck Location in compliance
525 with Municipal Code Section 4-5-6, issue the property owner a Food Truck Location administrative
526 approval letter.

527 HISTORY

528 *Adopted by Ord. 00-51 on 9/21/2000*

529 Amended by Ord. [02-38](#) on 9/12/2002
530 Amended by Ord. [04-39](#) on 3/18/2004
531 Amended by Ord. [06-76](#) on 11/9/2006
532 Amended by Ord. [09-10](#) on 3/5/2009
533 Amended by Ord. [11-05](#) on 1/27/2011
534 Amended by Ord. [15-35](#) on 10/12/2015
535 Amended by Ord. [2018-23](#) on 5/17/2018
536 Amended by Ord. [2018-55](#) on 10/23/2018
537 Amended by Ord. [2018-55](#) on 10/23/2018

538 **15-2.17-2 Uses**

539 Uses in the RCO District are limited to the following:

540 A. **ALLOWED USES.**

- 541 1. Secondary Living Quarters
- 542 2. Lockout Unit¹
- 543 3. Accessory Apartment²
- 544 4. Nightly Rental
- 545 5. Home Occupation
- 546 6. Child Care, In-Home Babysitting³
- 547 7. Child Care, Family³
- 548 8. Child Care, Family Group³
- 549 9. Accessory Building and Use
- 550 10. Conservation Activity
- 551 11. Agriculture
- 552 12. Parking Area or Structure with four (4) or fewer spaces
- 553 13. Recreation Facility, Private
- 554 14. Allowed Uses in the Underlying Zoning District

555 15. Salt Lake City 2002 Winter Olympic Games Olympic Legacy Displays⁴

556 16. Food Truck Location¹¹

557 B. **CONDITIONAL USES.**

558 1. Multi-Unit Dwelling⁵

559 2. Group Care Facility⁵

560 3. Child Care Center^{3,5}

561 4. Public and Quasi-Public Institution, Church and School⁵

562 5. Essential Municipal Public Utility Use, Facility, Service, and Structure⁵

563 6. Telecommunication Antenna⁶

564 7. Satellite Dish Antenna, greater than thirty-nine inches (39") in diameter⁷

565 8. Plant and Nursery stock products and sales⁵

566 9. Bed and Breakfast Inn⁵

567 10. Boarding House, Hostel⁵

568 11. Hotel, Minor⁵

569 12. Hotel, Major⁵

570 13. Private Residence Club Project and Conversion⁹

571 14. Timeshare Sales Office, off-site⁵

572 15. Office, General⁵

573 16. Office, Moderate Intensive⁵

574 17. Office, Intensive⁵

575 18. Office and Clinic, Medical⁵

576 19. Financial Institution, with and without drive-up window^{5,8}

577 20. Retail and Service Commercial, Minor⁵

578 21. Retail and Service Commercial, personal improvement⁵

579 22. Retail and Service Commercial, Major⁵

580 23. Transportation Service⁵

- 581 24. Retail Drive-Up Window⁸
- 582 25. Neighborhood Convenience Commercial⁵
- 583 26. Commercial, Resort Support⁵
- 584 27. Gasoline Service Station⁵
- 585 28. Cafe, Deli⁵
- 586 29. Restaurant, General⁵
- 587 30. Restaurant, Outdoor Dining⁹
- 588 31. Outdoor Event⁹
- 589 32. Restaurant, Drive-up window⁸
- 590 33. Bar⁵
- 591 34. Hospital, Limited Care Facility⁵
- 592 35. Hospital, General⁵
- 593 36. Parking Area or Garage with five (5) or more spaces⁸
- 594 37. Temporary Improvement⁹
- 595 38. Passenger Tramway Station and Ski Base Facility⁵
- 596 39. Ski tow rope, ski lift, ski run, and ski bridge⁵
- 597 40. Recreation Facility, Public⁵
- 598 41. Recreation Facility, Commercial⁵
- 599 42. Entertainment, Indoor⁵
- 600 ~~[43. Master Planned Developments⁵]~~
- 601 ~~[44.]~~43. Heliport⁵
- 602 ~~[45.]~~44. Salt Lake City 2002 Winter Olympic Games Olympic Legacy Displays¹⁰
- 603 C. **PROHIBITED USES.** Any Use not listed above as an Allowed or Conditional Use is a
- 604 prohibited Use.

605 ¹Nightly Rental of Lockout Units requires a Conditional Use permit

606 ²See ~~[LMC Chapter]~~ Section 15-4-7, ~~[Supplemental Regulations for]~~ Accessory Apartments

607 ³See ~~[LMC Chapter]~~ Section 15-4-9, Child Care Regulations And Child Care Facilities

608 ⁴Olympic Legacy Displays limited to those specific Structures approved under the SLOC/Park City

609 Municipal Corporation Olympic Services Agreement and/or Olympic Master Festival License and placed

610 on the original Property set forth in the services agreement and/or Master Festival License.

611 ⁵Subject to ~~[provisions of]~~ Master Planned Development approval. See Chapter 15-6 ~~[, Master Planned~~

612 ~~Developments]~~

613 ⁶See ~~[LMC Chapter]~~ Section 15-4-14, ~~[Supplemental Regulations for]~~ Telecommunication Facilities

614 ⁷See ~~[LMC Chapter]~~ Section 15-4-13, ~~[Supplemental Regulations for]~~ Placement Of Satellite Receiving

615 Antennas

616 ⁸See Section 15-2.18-5 criteria for drive-up windows

617 ⁹Requires an administrative Conditional Use permit

618 ¹⁰Olympic Legacy Displays limited to those specific Structures approved under the SLOC/Park City

619 Municipal Corporation Olympic Services Agreement and/or Olympic Master Festival License and placed

620 in an Area other than the original location set forth in the services agreement and/or Master Festival

621 License.

622 ¹¹The Planning Director~~[,]~~ or ~~[his]~~ their designee shall, upon finding a Food Truck Location in compliance

623 with Municipal Code Section 4-5-6, issue the property owner a Food Truck Location administrative

624 approval letter.

625 HISTORY

626 *Adopted by Ord. 00-51 on 9/21/2000*

627 *Amended by Ord. 02-38 on 9/12/2002*

628 *Amended by Ord. 04-39 on 9/23/2004*

629 *Amended by Ord. 06-76 on 11/9/2006*

630 *Amended by Ord. 2018-55 on 10/23/2018*

631 *Amended by Ord. 2018-55 on 10/23/2018*

632 **15-2.18-2 Uses**

633 Uses in the GC District are limited to the following:

- 634 A. **ALLOWED USES.**
- 635 1. Secondary Living Quarters
- 636 2. Lockout Unit¹
- 637 3. Accessory Apartment²
- 638 4. Nightly Rental
- 639 5. Home Occupation
- 640 6. Child Care, In-Home Babysitting³
- 641 7. Child Care, Family³
- 642 8. Child Care, Family Group³
- 643 9. Child Care Center³
- 644 10. Accessory Building and Use
- 645 11. Conservation Activity
- 646 12. Agriculture
- 647 13. Plant and Nursery Stock production and sales
- 648 14. Bed ~~&~~and Breakfast Inn
- 649 15. Boarding House, Hostel
- 650 16. Hotel, Minor
- 651 17. Hotel, Major
- 652 18. Office, General
- 653 19. Office, Moderate Intensive
- 654 20. Office, Intensive
- 655 21. Office and Clinic, Medical and Veterinary Clinic
- 656 22. Financial Institution without a drive-up window
- 657 23. Commercial, Resort Support
- 658 24. Retail and Service Commercial, Minor
- 659 25. Retail and Service Commercial, Personal Improvement

- 660 26. Retail and Service Commercial, Major
- 661 27. Cafe or Deli
- 662 28. Restaurant, General
- 663 29. Hospital, Limited Care Facility
- 664 30. Parking Area or Structure with four (4) or fewer spaces
- 665 31. Parking Area or Structure with five (5) or more spaces
- 666 32. Recreation Facility, Private
- 667 33. Food Truck Location¹⁰
- 668 B. **CONDITIONAL USES.**
- 669 1. Single Family Dwelling
- 670 2. Duplex Dwelling
- 671 3. Triplex Dwelling
- 672 4. Multi-Unit Dwelling
- 673 5. Group Care Facility
- 674 6. Public and Quasi-Public Institution, Church, and School
- 675 7. Essential Municipal Public Utility Use, Facility, Service, and Structure
- 676 8. Telecommunication Antenna⁴
- 677 9. Satellite Dish Antenna, greater than thirty-nine inches (39") in diameter⁵
- 678 10. Timeshare Project and Conversion
- 679 11. Timeshare Sales Office, off-site within an enclosed Building
- 680 12. Private Residence Club Project and Conversion⁸
- 681 13. Financial Institution with a Drive-up Window⁶
- 682 14. Retail and Service Commercial with Outdoor Storage
- 683 15. Retail and Service Commercial, Auto Related
- 684 16. Transportation Service
- 685 17. Retail Drive-Up Window⁶

- 686 18. Gasoline Service Station
- 687 19. Restaurant and Cafe, Outdoor Dining⁷
- 688 20. Restaurant, Drive-up Window⁶
- 689 21. Outdoor Event⁷
- 690 22. Bar
- 691 23. Sexually Oriented Businesses⁸
- 692 24. Hospital, General
- 693 25. Light Industrial Manufacturing and Assembly
- 694 26. Temporary Improvement⁷
- 695 27. Passenger Tramway and Ski Base Facility
- 696 28. Ski tow rope, ski lift, ski run, and ski bridge
- 697 29. Commercial Parking Lot or Structure
- 698 30. Recreation Facility, Public
- 699 31. Recreation Facility, Commercial
- 700 32. Indoor Entertainment Facility
- 701 ~~[33. Master Planned Development with moderate housing density bonus⁹~~
- 702 ~~34. Master Planned Developments⁹]~~
- 703 ~~[35.]~~33. Heliport
- 704 ~~[36.]~~34. Temporary Sales Trailer in conjunction with an active Building permit for the
- 705 Site.⁸
- 706 ~~[37.]~~35. Fences greater than six feet (6') in height from Final Grade⁷
- 707 ~~[38.]~~36. Household Pet, Boarding⁷
- 708 ~~[39.]~~37. Household Pet, Daycare⁷
- 709 ~~[40.]~~38. Household Pet, Grooming⁷
- 710 C. **PROHIBITED USES.** Any Use not listed above as an Allowed or Conditional Use is a
- 711 prohibited Use.

712 ¹Nightly rental of Lockout Units requires Conditional Use permit
713 ²See ~~[LMC Chapter]~~ [Section 15-4-7](#), ~~[Supplemental Regulations for]~~ Accessory Apartments
714 ³See ~~[LMC Chapter]~~ [Section 15-4-9](#), Child Care Regulations [And Child Care Facilities](#)
715 ⁴See ~~[LMC Chapter]~~ [Section 15-4-14](#), ~~[Supplemental Regulations for]~~ Telecommunication Facilities
716 ⁵See ~~[LMC Chapter]~~ [Section 15-4-13](#), ~~[Supplemental Regulations for]~~ [Placement Of](#) Satellite Receiving
717 Antennas
718 ⁶See Section ~~[2-18-6]~~ [15-2.18-6](#) for Drive-Up Window review
719 ⁷Requires an ~~[a]~~Administrative Conditional Use permit
720 ⁸See Section ~~[2-17-8]~~ [15-4-16](#) for additional criteria.
721 ⁹~~[Subject to provisions of LMC Chapter 15-6, Master Planned Development]~~
722 ¹⁰The Planning Director~~[,]~~ or ~~[his]~~ [their](#) designee shall, upon finding a Food Truck Location in compliance
723 with Municipal Code [Section](#) 4-5-6, issue the property owner a Food Truck Location administrative
724 approval letter.

725 HISTORY

726 *Adopted by Ord. [00-51](#) on 9/21/2000*
727 *Amended by Ord. [04-39](#) on 9/23/2004*
728 *Amended by Ord. [06-76](#) on 11/9/2006*
729 *Amended by Ord. [14-57](#) on 11/20/2014*
730 *Amended by Ord. [2018-55](#) on 10/23/2018*
731 *Amended by Ord. [2018-55](#) on 10/23/2018*

732 **15-2.19-2 Uses**

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

734 A. **ALLOWED USES.**

- 735 1. Secondary Living Quarters
- 736 2. Accessory Apartment¹
- 737 3. Nightly Rental
- 738 4. Home Occupation

739	5. Child Care, In-Home Babysitting ²
740	6. Child Care, Family ²
741	7. Child Care, Family Group ²
742	8. Child Care Center ²
743	9. Agriculture
744	10. Plant and Nursery Stock
745	11. Office, General
746	12. Office, Moderate Intensive
747	13. Office, Intensive
748	14. Financial Institution without drive-up window
749	15. Retail and Service Commercial, Minor
750	16. Retail and Service Commercial, Personal Improvement
751	17. Retail and Service Commercial, Major
752	18. Commercial, Resort Support
753	19. Hospital, Limited Care
754	20. Parking Area or Structure with four (4) or fewer spaces
755	21. Recreation Facility, Private
756	22. Food Truck Location ⁸
757	B. <u>CONDITIONAL USES.</u>
758	1. Multi-Unit Dwelling
759	2. Group Care Facility
760	3. Child Care Center ²
761	4. Public and Quasi-Public Institution, Church, and School
762	5. Essential Municipal Public Utility Use, Facility, Service, and Structure
763	6. Telecommunication Antenna ³
764	7. Satellite Dish Antenna, greater than thirty-nine inches (39") in diameter ⁴

765	8. Accessory Building and Use
766	9. Raising, grazing of horses
767	10. Bed and Breakfast Inn
768	11. Boarding House, Hostel
769	12. Hotel, Minor
770	13. Private Residence Club Project and Conversion ⁶
771	14. Office and Clinic, Medical and Veterinary Clinic
772	15. Financial Institutions with Drive-Up Window ⁵
773	16. Retail and Service Commercial with Outdoor Storage
774	17. Retail and Service Commercial, Auto-Related
775	18. Transportation Services
776	19. Retail Drive-Up Window ⁵
777	20. Gasoline Service Station
778	21. Café or Deli
779	22. Restaurant, General
780	23. Restaurant, Outdoor Dining
781	24. Restaurant, Drive-Up Window ⁵
782	25. Outdoor Event ⁶
783	26. Bar
784	27. Hospital, General
785	28. Light Industrial Manufacturing and Assembly Facility
786	29. Parking Area or Structure with five (5) or more spaces
787	30. Temporary Improvement ⁶
788	31. Passenger Tramway Station and Ski Base Facility
789	32. Ski Tow Rope, Ski Lift, Ski Run, and Ski Bridge
790	33. Recreation Facility, Public

791 34. Recreation Facility, Commercial
792 35. Entertainment Facility, Indoor
793 36. Commercial Stables, Riding Academy
794 ~~[37. Master Planned Developments⁷]~~
795 ~~[38.]~~37. Heliports
796 ~~[39.]~~38. Commercial Parking Lot or Structure
797 ~~[40.]~~39. Temporary Sales Office, in conjunction with an active Building permit.
798 ~~[41.]~~40. Fences and Walls greater than six feet (6') in height from Final Grade⁶
799 ~~[42.]~~41. Household Pet, Boarding⁶
800 ~~[43.]~~42. Household Pet, Daycare⁶
801 ~~[44.]~~43. Household Pet, Grooming⁶

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

804 ¹See ~~[LMC Chapter]~~ Section 15-4-7, ~~[Supplemental Regulations for]~~ Accessory Apartments

805 ²See ~~[LMC Chapter]~~ Section 15-4-9, Child Care ~~[Regulations]~~ And Child Care Facilities

806 ³See ~~[LMC Chapter]~~ Section 15-4-14, ~~[Supplemental Regulations for]~~ Telecommunication Facilities

807 ⁴See ~~[LMC Chapter]~~ Section 15-4-13, ~~[Supplemental Regulations for]~~ Placement Of Satellite Receiving
808 Antennas

809 ⁵See Section 15-2.19-8, Criteria For Drive-Up Windows ~~[for Drive-Up Window review criteria]~~

810 ⁶Subject to an ~~[a]~~AAdministrative Conditional Use permit.

811 ~~[⁷Subject to provisions of LMC Chapter 15-6, Master Planned Development.]~~

812 ⁸The Planning Director~~[,]~~ or ~~[his]~~ their designee shall, upon finding a Food Truck Location in compliance
813 with Municipal Code Section 4-5-6, issue the property owner a Food Truck Location administrative
814 approval letter.

815 HISTORY

816 *Adopted by Ord. 00-51 on 9/21/2000*

817 *Amended by Ord. 04-39 on 9/23/2004*

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

819 Amended by Ord. [14-57](#) on 11/20/2014

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

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

822 **15-2.22-2 Uses**

823 Uses in the Public Use Transition District are limited to the following:

824 A. **ALLOWED USES.**

825 1. Municipal/Institutional Accessory Building and Use 600 sf or less

826 2. Conservation Activity

827 3. Parking Lot, Public or Private with four (4) or fewer spaces

828 4. Public Utility or Essential Services

829 5. Public Assembly Uses

830 6. Outdoor Events

831 7. Food Truck Location⁵

832 B. **CONDITIONAL USES.**

833 1. Public and Quasi-Public Institution, Church, School, Post Office

834 2. Entertainment Facility, Outdoor

835 3. Essential Municipal Public Utility Use, Facility, or Service Structure

836 4. Parking Area or Structure for five (5) or more cars

837 5. Liquor Store

838 6. Commercial Retail and Service, Minor

839 7. Outdoor Recreation Equipment

840 8. Outdoor Grills/Beverage Service Stations

841 9. Restaurant, Outdoor Dining¹

842 10. Restaurant, Café or Deli

843 11. Accessory Building or Use greater than 600 sf

- 844 12. Telecommunication Antenna²
- 845 13. Satellite Dish, greater than thirty-nine inches (39”) in diameter³
- 846 14. Temporary Improvement/Outdoor Use
- 847 15. Salt Lake City 2002 Winter Olympic Legacy Displays⁴
- 848 ~~[16. Master Planned Developments]~~
- 849 ~~[17.]~~16. Passenger Tramways, ski towers, and ski lift facilities.

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

851 prohibited Use.

852 ¹Required Administrative Conditional Use permit

853 ²See ~~[LMC Chapter]~~ Section 15-4-14, ~~[Supplemental Regulations for]~~ Telecommunication Facilities

854 ³See ~~[LMC Chapter]~~ Section 15-4-13, ~~[Supplemental Regulations for]~~ Placement Of Satellite Receiving

855 Antennas

856 ⁴Olympic Legacy Displays limited to those specific Structures approved under the SLOC/Park City

857 Municipal Corporation Olympic Services Agreement and/or Olympic Master Festival License and placed

858 in an Area other than the original location set forth in the services agreement and/or Master Festival

859 License.

860 ⁵The Planning Director~~[,]~~ or ~~[his]~~ their designee shall, upon finding a Food Truck Location in compliance

861 with Municipal Code Section 4-5-6, issue the property owner a Food Truck Location administrative

862 approval letter.

863 HISTORY

864 *Adopted by Ord. 05-12 on 3/3/2005*

865 *Amended by Ord. 2018-55 on 10/23/2018*

866 *Amended by Ord. 2018-55 on 10/23/2018*

867 **15-2.23-2 Uses**

868 Uses in the Community Transition District are limited to the following:

869 A. **ALLOWED USES.**

- 870 1. Conservation Activities

- 871 2. Home Occupation
- 872 3. In-home Babysitting
- 873 4. Family Child Care
- 874 5. Secondary Living Quarters
- 875 6. Agriculture
- 876 7. Food Truck Location²

877 B. **ADMINISTRATIVE CONDITIONAL USES.**

- 878 1. Trails and Trailhead Improvements
- 879 2. Outdoor Recreation Equipment
- 880 3. Essential Public Utility Use, Service or Structure less than 600 sq. ft.
- 881 4. Accessory Buildings less than 600 sq. ft.
- 882 5. Parking Areas with four (4) or fewer spaces
- 883 6. Outdoor Events and Outdoor Music, see Section 15-4
- 884 7. Temporary Improvement
- 885 8. Outdoor dining and support retail associated with support Uses with an MPD
- 886 9. Fences and Walls, see Section 15-4
- 887 10. Anemometer and Anemometer Towers

888 C. **CONDITIONAL USES.**

- 889 ~~[1.]~~ Master Planned Developments (MPDs)
- 890 ~~[2.]~~ 1. Public, Quasi-Public, civic, municipal Uses
- 891 ~~[3.]~~ 2. General acute Hospital
- 892 ~~[4.]~~ 3. Alternative professional health-related services
- 893 ~~[5.]~~ 4. Athletic training and testing Offices and facilities
- 894 ~~[6.]~~ 5. Athletic program administrative Offices
- 895 ~~[7.]~~ 6. Support short-term athlete housing or lodging associated with an approved
- 896 Recreation Facility (within an approved MPD)

897	[8-] <u>7.</u> Accredited physician Office space
898	[9-] <u>8.</u> Accredited Medical & dental clinics
899	[10-] <u>9.</u> Medical Heliport
900	[11-] <u>10.</u> Group Care Facility
901	[12-] <u>11.</u> Ancillary Support Commercial (within an approved MPD)
902	a. Gift shop
903	b. Dispensing pharmacy
904	c. Medical supply
905	d. Restaurant
906	e. Deli
907	f. Outdoor grills/ beverage service stations
908	g. Child Care Center
909	[13-] <u>12.</u> Recreation Facility, Public and Private
910	[14-] <u>13.</u> Recreation Facility, Commercial
911	[15-] <u>14.</u> Park and Ride Lot
912	[16-] <u>15.</u> Municipal/institutional Accessory Building and Use
913	[17-] <u>16.</u> Parking Lot, Public
914	[18-] <u>17.</u> Public utility or essential services
915	[19-] <u>18.</u> Single Family Dwelling (with an approved MPD ¹)
916	[20-] <u>19.</u> Duplex Dwelling (with an approved MPD ¹)
917	[21-] <u>20.</u> Multi-Unit Dwelling (with an approved MPD ¹)
918	[22-] <u>21.</u> Telecommunication Antenna
919	[23-] <u>22.</u> Transit facilities
920	[24-] <u>23.</u> Parking Areas, Lots, and Structures with more than five (5) Parking Spaces
921	[25-] <u>24.</u> Raising, grazing of horses
922	[26-] <u>25.</u> Commercial Riding Stable(s)

923 ~~[27.]~~26. Small Energy Wind Systems

924 D. **PROHIBITED USES.** Any Use not listed above as an Allowed or Conditional Use is a
925 prohibited Use.

926 ¹Residential Uses cannot exceed 1 unit/acre

927 ²The Planning Director~~[,]~~ or ~~[his]~~their designee shall, upon finding a Food Truck Location in compliance
928 with Municipal Code Section 4-5-6, issue the property owner a Food Truck Location administrative
929 approval letter.

930 HISTORY

931 *Adopted by Ord. 06-48 on 6/29/2006*

932 *Amended by Ord. 07-25 on 4/19/2007*

933 *Amended by Ord. 09-10 on 3/5/2009*

934 *Amended by Ord. 2018-55 on 10/23/2018*

935 **15-6 Master Planned Developments**

936 15-6-1 Purpose

937 15-6-2 Applicability

938 15-6-3 Uses

939 15-6-4 Process

940 15-6-5 MPD Requirements

941 15-6-6 Required Findings And Conclusions Of Law

942 15-6-7 Master Planned Affordable Housing Development

943 15-6-8 Unit Equivalents

944 **15-6-1 Purpose**

945 The purpose of this Chapter is to describe the process and set forth criteria for review of Master
946 Planned Developments ~~[(MPDs)]~~ in Park City. The Master Planned Development provisions set
947 forth Use, Density, ~~[A]~~HHeight, ~~[P]~~Parking, design theme, and general Site planning criteria for
948 larger and/or ~~[more]~~ complex projects having a variety of constraints and challenges, such as

environmental issues, multiple ~~[z]~~Zoning ~~[d]~~Districts, location within or adjacent to transitional areas between different land Uses, and infill redevelopment where the ~~[MPD]~~ Master Planned Development process can provide design flexibility necessary for well-planned, mixed-use developments that are Compatible with the surrounding neighborhood. The goal of this Chapter ~~[section]~~ is to result in projects which:

- A. complement the natural features of the Site;
- B. ensure neighborhood Compatibility;
- C. strengthen the resort character of Park City;
- D. result in a net positive contribution of amenities to the community;
- E. provide a variety of housing types and configurations;
- F. provide the highest value of ~~[o]~~Open ~~[s]~~Space for any given Site;
- G. efficiently and cost effectively extend and provide infrastructure;
- H. provide opportunities for the appropriate redevelopment and reuse of existing ~~[s]~~Structures/~~[s]~~Sites and maintain Compatibility with the surrounding neighborhood;
- I. protect ~~[r]~~Residential ~~[u]~~Uses and residential neighborhoods from the impacts of non-~~[r]~~Residential Uses using best practice methods and diligent code enforcement; ~~[and]~~
- J. encourage mixed-~~[u]~~Use, walkable, and sustainable development and redevelopment that provides innovative and energy efficient design, including innovative alternatives to reduce impacts of the automobile on the community~~[-]; and~~
- K. ~~[E]~~Encourage opportunities for economic diversification and economic development within the community.

HISTORY

Adopted by Ord. [02-07](#) on 5/23/2002

Amended by Ord. [10-14](#) on 4/15/2010

Amended by Ord. [13-23](#) on 7/11/2013

15-6-2 Applicability

A. **Required.** The Master Planned Development process shall be required in all Zoning Districts except in the Historic Residential-Low Density (HRL), Historic Residential (HR-1), Historic Residential 2 (HR-2), Historic Recreation Commercial (HRC), and Historic Commercial Business (HCB) for the following:

1. Any Residential project with ten (10) or more Lots.
2. Any Residential project with ten (10) or more Residential Unit Equivalents (20,000 square feet).
3. Any Hotel or lodging project with ten (10) or more Residential Unit Equivalents (20,000 square feet).
4. Any new Commercial, Retail, Office, Public, Quasi-public, ~~[M]mixed-[U]use~~, or ~~[I]~~industrial project with 10,000 square feet or more of Gross Floor Area.
5. All projects utilizing Transfer of Development Rights Development Credits.
6. All Affordable Housing ~~[MPDs]~~ Master Planned Developments consistent with Section 15-6-7 ~~[herein]~~.

B. **Allowed but not required.**

1. The Master Planned Development process is allowed, but is not required, in the General Commercial (GC) and Light Industrial (LI) Zoning Districts for:
 - a. Residential Development projects with fewer than ten (10) Lots, or fewer than ten (10) Residential Unit Equivalents (not more than 20,000 square feet); or
 - b. Hotel or lodging projects with fewer than ten (10) Residential Unit Equivalents (not more than 20,000 square feet); or
 - c. New Commercial, Retail, Office, Public, Quasi-public, ~~[M]mixed-[U]use~~, or ~~[I]~~industrial projects with less than 10,000 square feet of Gross Floor Area.

2. The Master Planned Development process is allowed~~[7]~~ but is not required in the Historic Residential (HR-1) and Historic Residential 2 (HR-2) Zoning Districts only when the HR-1 or HR-2 zoned Properties are combined with adjacent HRC or HCB zoned Properties. Height exceptions will not be granted for Master Planned Developments within the HR-1, HR-2, HRC~~1~~ and HCB Zoning Districts. See Section 15-6-5(F)~~1~~ Building Height.
3. The Master Planned Development process is allowed~~[7]~~ but is not required in the Historic Residential-Medium (HRM) Density Zoning District for:
- a. Residential Development projects with fewer than ten (10) Lots, or fewer than ten (10) Residential Unit Equivalents (not more than 20,000 square feet), or
 - b. Hotel or lodging projects with fewer than ten (10) Residential Unit Equivalents (not more than 20,000 square feet).
- Height exceptions will not be granted for Master Planned Developments within the HRM Zoning Districts. See Section 15-6-5(F)~~1~~ Building Height.
4. The Master Planned Development process is allowed~~[7]~~ but is not required~~[7]~~ when the Property is located in the HR-1 Zoning District and is not a part of the original Park City Survey or Snyder's Addition to the Park City Survey and the proposed ~~[MPD]~~ Master Planned Development is for an Affordable Housing ~~[MPD]~~ Master Planned Development consistent with Section 15-6-7 ~~[herein]~~.
- C. **Not Allowed**. The Master Planned Development process is not allowed or permitted, except as provided in Sections A and B above or as specifically required by the City Council as part of an Annexation or Development Agreement.

HISTORY

Adopted by Ord. 02-07 on 5/23/2002

Amended by Ord. 04-08 on 3/4/2004

1026 Amended by Ord. [06-22](#) on 4/27/2006

1027 Amended by Ord. [10-14](#) on 4/15/2010

1028 Amended by Ord. [11-12](#) on 3/31/2011

1029 Amended by Ord. [13-23](#) on 7/11/2013

1030 Amended by Ord. [15-36](#) on 6/25/2015

1031 Amended by Ord. [2017-46](#) on 8/17/2017

1032 **15-6-3 Uses**

1033 **A. USES.** A Master Planned Development ~~[(MPD)]~~ can only contain Uses, which are
1034 ~~[(Permitted)]~~ **Allowed** or Conditional in the ~~[zone(s)]~~ **Zoning District** in which it is located.

1035 ~~The maximum Density and type of Development permitted on a given Site will be~~
1036 ~~determined as a result of a Site Suitability Analysis and shall not exceed the maximum~~
1037 ~~Density in the zone, except as otherwise provided in this section. The Site shall be~~
1038 ~~looked at in its entirety, including all adjacent property under the same ownership, and~~
1039 ~~the Density located in the most appropriate locations. When Properties are in more than~~
1040 ~~one (1) Zoning District, there may be a shift of Density between Zoning Districts if that~~
1041 ~~Transfer results in a project which better meets the goals set forth in Section 15-6-1~~
1042 ~~herein. Density for MPDs will be based on the Unit Equivalent Formula, as defined in~~
1043 ~~LMC Chapter 15-15, and as stated in Section 15-6-8 herein.~~

1044 **Exception.** Residential Density Transfer between the HCB and HR-2 Zoning Districts
1045 ~~are not permitted. A portion of the Gross Floor Area generated by the Floor Area Ratio of~~
1046 ~~the HCB Zoning District and applied only to Lot Area in the HCB Zoning District, may be~~
1047 ~~located in the HR-2 Zoning District as allowed by Section 15-2.3-8. [SEE LMC § 15-6-~~
1048 ~~5(A), line 1225 as amended]~~

1049 HISTORY

1050 Adopted by Ord. [02-07](#) on 5/23/2002

1051 Amended by Ord. [06-22](#) on 4/27/2006

1052 Amended by Ord. [10-14](#) on 4/15/2010

1053 Amended by Ord. [15-36](#) on 6/25/2015

1054 **15-6-4 Process**

1055 **A. PRE-APPLICATION CONFERENCE.** ~~A pre-Application conference shall be held with~~
1056 ~~the Planning Department staff in order for the Applicant to become acquainted with the~~
1057 ~~Master Planned Development procedures and related City requirements and schedules.~~

1058 An Applicant may request a pre-Application conference with Planning Department staff
1059 to become acquainted with the Master Planned Development procedures and
1060 requirements. ~~[The Planning Department staff will give preliminary feedback to the~~
1061 ~~potential Applicant based on information available at the pre-Application conference and~~
1062 ~~will inform the Applicant of issues or special requirements which may result from the~~
1063 ~~proposal.]~~

1064 **B. APPLICATION.** An Applicant shall submit a Master Planned Development Application
1065 to the Planning Department. The Application shall include written consent by all Owners
1066 of the Property to be included in the Master Planned Development. The Planning
1067 Director shall assign the Application to a staff planner who will review the Application for
1068 completeness. The staff planner will inform the Applicant if additional information is
1069 required to constitute a complete Application.

1070 **C. PUBLIC OUTREACH.** It is recommended that the Applicant conduct public outreach
1071 and that the Applicant host neighborhood meetings prior to submitting an Application for
1072 a Master Planned Development.

1073 ~~[B]D. **[PRE-APPLICATION] WORK SESSION [PUBLIC MEETING].** [In order to provide~~
1074 ~~an opportunity for the public and the Planning Commission to give preliminary input on a~~
1075 ~~concept for a Master Planned Development.]~~ After the staff planner determines a Master
1076 Planned Development Application is complete, the Applicant may request a work

session ~~[discussion]~~ with the Planning Commission in order to provide an opportunity for the public and the Planning Commission to give preliminary input.

E. ADDITIONAL STUDIES. The Commission may require Applicants to submit and fund additional studies for Master Planned Development proposals that significantly increase the Density and intensity of Use of a Site. If the Commission requires an Applicant to submit a traffic study, the Transportation Department and City Engineer shall recommend a method of modeling and scope of the study area. ~~[, after meeting with the~~

~~Planning Department. If a work session is held, public input shall be permitted. The Applicant is encouraged to conduct independent public outreach.~~

~~At the pre-Application work session public meeting, the Applicant will have an opportunity to present the preliminary concepts for the proposed Master Planned Development. The public will be given an opportunity to comment on the preliminary concepts so that the Applicant can address neighborhood concerns in preparation of an Application for an MPD.~~

~~For larger MPDs, it is recommended that the Applicant host additional neighborhood meetings in preparation of filing of a formal Application for an MPD.]~~

[C] APPLICATION. ~~The Master Planned Development Application must be submitted with a completed Application form supplied by the City. A list of minimum requirements will accompany the Application form. The Application must include written consent by all Owners of the Property to be included in the Master Planned Development. Once an Application is received, it shall be assigned to a staff Planner who will review the Application for completeness. The Applicant will be informed if additional information is necessary to constitute a Complete Application.~~

[D.]E. PLANNING COMMISSION REVIEW. ~~The Planning Commission is the primary review body for Master Planned Developments [and is required to hold a public hearing and take action].~~

~~[E.]~~**G. PUBLIC HEARING.** ~~[In addition to the possible work session, a formal]~~ The Planning Commission is required to hold a public hearing prior to taking action on a Master Planned Development. [is required to be held by the Planning Commission. The Public Hearing will be noticed in accordance with LMC Chapters 15-1-12 and 15-1-21, Notice Matrix.] Multiple ~~[P]public [H]hearings[, including additional notice,]~~ may be necessary for larger, ~~[or more]~~ complex~~[,]~~ projects. Staff shall notice each public hearing in accordance with Sections 15-1-12 and 15-1-21.

~~[F.]~~**H. PLANNING COMMISSION ACTION.** The Planning Commission shall approve, approve with modifications, or deny a requested Master Planned Development. To approve a Master Planned Development, the Planning Commission shall make the findings outlined in Section 15-6-6. The Planning Commission action shall be in the form of written findings of fact, conclusions of law, and in the case of approval, conditions of approval. ~~[Action shall occur only after the required public hearing is held. To approve an MPD, the Planning Commission will be required to make the findings outlined in Section 15-6-6 herein.]~~

Appeals of Planning Commission action shall be conducted in accordance with ~~[LMC Chapter]~~ Section 15-1-18.

~~[G.]~~**I. DEVELOPMENT AGREEMENT.** Once the Planning Commission ~~[has]~~ approved~~s[d] [the]~~ a Master Planned Development, the approval shall be put in the form of a Development Agreement ~~[. The Development Agreement shall be in a form]~~ approved by the City Attorney~~[,]~~ and shall contain, at a minimum, the following:

1. A legal description of the land;
2. All relevant zoning and Land Management Code parameters, including all findings, conclusions, and conditions of approval, specifying any exceptions pursuant to Chapter 15-6 outlining more or less restrictive Height or Setbacks;

3. An express reservation of the future legislative power and zoning authority of the City;
4. A copy of the approved Site plan, architectural plans, ~~Landscap~~ing plans, Grading plan, trails and ~~Open~~ s~~Space~~ plans, and other plans, which are a part of the Planning Commission approval;
5. A description of all Developer exactions or agreed upon public dedications;
6. The Developers agreement to pay all specified impact fees; ~~and~~
7. The form of ownership anticipated for the project;
8. ~~and a~~ A specific project phasing plan~~[-]~~;
9. A list and map of all known Physical Mine Hazards on the ~~p~~Property, as determined through the exercise of reasonable due diligence by the Owner, as well as a description and GPS coordinates of those Physical Mine Hazards~~[-]~~;
10. A map and inventory of all Historic Structures on the Property and a Historic Structures Report prepared by a qualified Historic Preservation Professional.

The Planning Commission shall hold a public hearing prior to ratifying a Development Agreement ~~[shall be ratified by the Planning Commission,].~~ A Development Agreement ratified by the Commission shall be signed by the ~~[City Council]~~ Mayor and the Applicant~~[-]~~ and recorded with the Summit County Recorder. The Development Agreement shall contain language~~[-which allows]~~ to allow for minor, administrative modifications ~~[to occur to the approval]~~ without revision of the agreement. The Applicant shall submit a draft Development Agreement ~~[must be submitted]~~ to the ~~[City]~~ Planning Department within six (6) months of the date the Planning Commission approved the [project] Master Planned Development ~~[was approved by the Planning Commission,]~~ or the Planning Commission approval shall expire.

[H.]J. LENGTH OF APPROVAL. Construction, as defined by the ~~[Uniform]~~ International Building Code, ~~[will be]~~ is required to commence within two (2) years of the date of the execution of the Development Agreement. After construction commences, the ~~[MPD]~~ Master Planned Development shall remain valid as long as it is consistent with the approved ~~[specific]~~ project phasing plan ~~[as]~~ set forth in the Development Agreement. ~~[It is anticipated that]~~ The ~~[specific]~~ project phasing plan may require Planning Commission review and reevaluation of the project at specified points in the Development of the ~~[project]~~ Master Planned Development.

The Planning Commission may grant an extension of a Master Planned Development for up to two (2) additional years~~;~~ when the Applicant ~~[is able to]~~ demonstrates s no change in circumstance that would result in unmitigated impacts or that would result in a finding of non-compliance with the ~~[MPD]~~ Master Planned Development requirements in the ~~[Chapter and the]~~ Land Management Code in effect at the time of the extension request. Change in circumstance includes physical changes to the Property or surrounding~~s~~ Properties. Applicants must submit written ~~[E]~~extension requests ~~[must be submitted]~~ to the Planning Department prior to the expiration of the Master Planned Development. ~~[and]~~ Staff shall ~~[be]~~ notice~~d~~ extension request ~~[and processed with a]~~ public hearings s according to Sections 15-1-12 and 15-1-21.

[I.]K. MPD MODIFICATIONS.

The Planning Director shall determine whether a proposed modification to an approved Master Planned Development is minor or substantive.

1. Minor Modification. A minor modification to an approved Master Planned Development is a modification that complies with the Land Management Code and Master Planned Development approval and does not trigger additional Off-Street Parking requirements, does not reduce Open Space, and does not increase traffic by 5% or more as demonstrated by a traffic generation study. The Planning Director shall

review and take Final Action on a minor modification to a Master Planned Development and shall issue an Administrative Permit for an approval. The Administrative Permit approval of minor modifications may be appealed to the Planning Commission.

2. Substantive Modifications. Substantive ~~[Changes in]~~ modifications to an approved Master Planned Development create additional impacts and ~~[, which constitute a change in concept, Density, unit type, or configuration of any portion or phase of the MPD will justify]~~ require review of the entire ~~[master plan]~~ Master Planned Development and Development Agreement by the Planning Commission, unless otherwise specified in the Development Agreement. ~~If the modifications are determined to be substantive, the project will be required to go through the pre-Application public hearing and determination of compliance as outlined in Section 15-6-4(B) herein.~~ Substantive modifications include but are not limited to a change to a Finding of Fact or Condition of Approval, a change in Use or an increase in Floor Area that triggers additional Off-Street Parking requirements, a change in Use or an increase in Floor Area that generates more than a 5% increase in traffic demonstrated by a traffic generation study, or a reduction in Open Space.

[J]. SITE SPECIFIC APPROVALS. Any portion of an approved Master Planned Development may require additional review by the ~~[Planning Department and/or]~~ Planning Commission as a Conditional Use permit, if so required by the Planning Commission at the time of the ~~[MPD]~~ Master Planned Development approval.

~~[The Planning Commission and/or Planning Department, specified at the time of MPD approval, will review Site specific plans including Site layout, architecture and landscaping, prior to issuance of a Building Permit.]~~

~~[The Application requirements and]~~ Site specific approvals must comply with the review criteria of the Master Planned Development approval and the Conditional Use permit criteria ~~[process must be followed].~~ ~~[A pre-Application public meeting may be required by the~~

1205 ~~Planning Director, at which time the Planning Commission will review the Application for~~
1206 ~~compliance with the large scale MPD approval.]~~ The Planning Department will review Site
1207 specific plans, including Site layout, architecture, and Landscaping plans for compliance
1208 with the Master Planned Development and Land Management Code prior to issuance of a
1209 Building Permit.

1210 ~~[K.]~~M. PRIOR APPROVALS. Prior to final approval of a ~~[n-MPD]~~ Master Planned
1211 Development that is subject to an Annexation Agreement ~~[or a Large Scale MPD]~~, the
1212 Commission shall make findings that the project is consistent with the Annexation
1213 Agreement ~~[or Large Scale MPD]~~.

1214 HISTORY

1215 *Adopted by Ord. 02-07 on 5/23/2002*

1216 *Amended by Ord. 06-22 on 4/27/2006*

1217 *Amended by Ord. 09-10 on 3/5/2009*

1218 *Amended by Ord. 11-05 on 1/27/2011*

1219 *Amended by Ord. 2016-44 on 9/15/2016*

1220 *Amended by Ord. 2017-15 on 3/30/2017*

1221 **15-6-5 [MPD] Master Planned Development Requirements**

1222 All Master Planned Developments shall contain the following minimum requirements. Many of
1223 the requirements and standards will have to be increased in order for the Planning Commission
1224 to make the necessary findings to approve the Master Planned Development.

1225 A. DENSITY. The Planning Commission shall approve the type of Development, number of
1226 units, and Density permitted on a given Master Planned Development Site ~~[will be~~
1227 ~~determined as a result of]~~ based on a Site Suitability Analysis. ~~[and]~~ The Master Planned
1228 Development shall not exceed the maximum Density in the ~~[zone]~~ Zoning District, except
1229 as otherwise provided in this ~~[s]~~Section. The Site shall be looked at in its entirety,
1230 including all adjacent Property under the same ownership, and the Density shall be

located in the ~~[most appropriate]~~ locations that support the goals set forth in Section 15-6-1.

1. Additional Density may be granted within a Transfer of Development Rights Receiving Overlay Zone (TDR-R) within an approved ~~[MPD]~~ Master Planned Development.
2. When Properties are in more than one (1) Zoning District, there may be a shift of Density between Zoning Districts if that ~~[Transfer]~~ shift results in a project that better meets the goals set forth in Section 15-6-1.
 - a. **Exception.** Residential Density ~~[Transfers]~~ shifts between the HCB and HR-2 Zoning Districts are not permitted. A portion of the gross Floor Area generated by the Floor Area Ratio of the HCB Zoning District and applied only to Lot Area in the HCB Zoning District, may be located in the HR-2 Zoning District as allowed by Section 15-2.3-8.
3. Density for ~~[MPDs]~~ Master Planned Developments ~~[will be]~~ is based on the Unit Equivalent ~~[F]~~formula, ~~[as]~~ defined in Section 15-6-8 ~~[herein]~~.
 - a. ~~[EXCEPTIONS]~~Exceptions. The Planning Department may recommend that the Planning Commission grant up to a maximum of ten percent (10%) increase in total Density if the Applicant:
 1. Donates ~~[e]~~Open ~~[s]~~Space in excess of the sixty percent (60%) requirement, either in fee or a less-than-fee interest to either the City or another unit of government or nonprofit land conservation organization approved by the City. Such Density bonus shall only be granted upon a finding by the Planning Director that such donation will ensure the long-term protection of a significant environmentally or visually sensitive Area; or

- 1256 2. Proposes a Master Planned Development ~~[(MPD)]~~ in which more
1257 than thirty percent (30%) of the Unit Equivalents are employee/
1258 Affordable Housing consistent with the City's adopted employee/
1259 Affordable Housing guidelines and requirements; or
1260 3. Proposes a ~~[n-MPD]~~ Master Planned Development in which more
1261 than eighty percent (80%) of the project is ~~[e]Open~~ ~~[s]Space~~ as
1262 defined in this ~~[e]Code~~ and prioritized by the Planning
1263 Commission.

1264 B. MAXIMUM ALLOWED BUILDING FOOTPRINT FOR MASTER PLANNED
1265 DEVELOPMENTS WITHIN THE HR-1 AND HR-2 ZONING DISTRICTS.

- 1266 1. The Land Management Code sets forth ~~[HR-1 and HR-2 Districts set forth]~~ a
1267 ~~[M]m~~ maximum Building Footprint for all Structures in the HR-1 and HR-2 Zoning
1268 Districts based on Lot Area. For purposes of establishing the maximum Building
1269 Footprint for Master Planned Developments~~[, which]~~ that include Development in
1270 the HR-1 and HR-2 Zoning Districts, the maximum Building Footprint for the HR-
1271 1 and HR-2 portions shall be calculated based on the conditions of the
1272 Subdivision Plat or the Lots of record prior to a ~~[P]lat~~ ~~[A]a~~ amendment combining
1273 the ~~[L]Lots~~ as stated in Section 15-2.3-4.
- 1274 a. The Area of below Grade ~~[p]Parking~~ in the HR-1 and HR-2 Zoning
1275 Districts shall not count against the maximum Building Footprint of the
1276 HR-1 or HR-2 ~~[Zoned]~~ Lots.
- 1277 b. The Area of below Grade Commercial Use~~[s]~~ extending from a Main
1278 Street business into the HR-2 Subzone A shall not count against the
1279 maximum Building Footprint of the HR-2 Lots.

- c. The Floor Area Ratio (FAR) of the HCB Zoning District applies only to the HCB Lot Area and may be reduced as part of a Master Planned Development. The FAR may not be applied to the HR-1 or HR-2 Lot Area.
- d. The Floor Area for a detached, single car Garage, not to exceed two-hundred and twenty square feet (220 ~~[sf]~~ square feet) of Floor Area, shall not count against the maximum Building Footprint of the HR-2 Lot.

C. SETBACKS.

1. The minimum Setback around the exterior boundary of a ~~[an MPD]~~ Master Planned Development shall be twenty-five feet (25') for Parcels greater than two (2) acres ~~[in size]~~. The Planning Commission may decrease the required perimeter Setback from twenty-five feet (25') for ~~[an MPD]~~ Master Planned Development ~~[a]~~ Applications greater than two (2) acres to the zone-required Setback if it is necessary to provide desired architectural interest and variation.
2. For parcels greater than two (2) acres ~~[in size]~~ and located inside the HRM, HR-1, HR-2, ~~[HR-1]~~ HRC, and HCB Zoning Districts, the minimum Setback around the exterior boundary of a ~~[an MPD]~~ Master Planned Development shall be determined by the Planning Commission in order to remain consistent with the contextual streetscape of adjacent Structures.
3. For parcels two (2) acres or less ~~[in size]~~, the minimum exterior boundary Setbacks shall be the [Z]zone-[R]rrequired Setbacks.
4. In all ~~[MPDs]~~ Master Planned Developments, for either the perimeter ~~[s]~~ Setback[s] or the ~~[s]~~ Setbacks within the project, the Planning Commission may increase Setbacks to retain existing Significant Vegetation or natural features, ~~[or]~~ to create an adequate buffer to adjacent Uses, or to meet ~~[a]~~ Historic Compatibility requirements.

5. The Planning Commission may reduce Setbacks within the project boundary, but not perimeter Setbacks, from those otherwise required in the ~~[zone]~~ Zoning District to match an abutting ~~[zone]~~ zone-required Setback, provided the project meets minimum ~~[Uniform]~~ International Building Code and Fire Code requirements, does not increase project Density, maintains the general character of the surrounding neighborhood in terms of mass, scale, and spacing between ~~[houses]~~ Structures, and meets ~~[e]Open [s]Space~~ criteria set forth in Section 15-6-5(D).
6. Final Setback approvals shall be specified as a Finding of Fact in the Master Planned Development Approval, in the Development Agreement, and on each plat within the Master Planned Development.

D. OPEN SPACE.

1. **MINIMUM REQUIRED.** All Master Planned Developments shall contain a minimum of sixty percent (60%) ~~[e]Open [s]Space~~ as defined in ~~[LMC]~~ Chapter 15-15, with the exception of the General Commercial (GC) ~~[District]~~, Historic Residential Commercial (HRC), Historic Commercial Business (HCB), and the Historic Residential (HR-1 and HR-2) Zoning Districts~~[,], [and wherein cases of]~~
2. The minimum Open Space requirement for redevelopment of existing Developments ~~[the minimum open space requirement]~~ shall be thirty percent (30%).
- a. For Applications proposing the redevelopment of existing Developments, the Planning Commission may reduce the required ~~[e]Open [s]Space~~ to thirty percent (30%) in exchange for project enhancements in excess of those otherwise required by the Land Management Code that may directly advance policies reflected in the applicable General Plan sections or more specific Area plans. Such project enhancements may include, but

are not limited to, Affordable Housing, greater ~~[L]~~Landscaping buffers along public ways and public/private pedestrian Areas that provide a public benefit, increased landscape material sizes, public transit improvement, public pedestrian plazas, pedestrian way/trail linkages, Public Art, and rehabilitation of Historic Structures.

3. **TYPE OF OPEN SPACE.** The Planning Commission shall designate the preferable type and mix of ~~[e]O~~pen ~~[s]S~~pace for each Master Planned Development. ~~[This]~~ The Commission's determination ~~[will]~~ shall be based on the guidance given in the ~~[Park City]~~ General Plan. Landscaped ~~[e]O~~pen ~~[s]S~~pace may be utilized for project amenities such as gardens, greenways, pathways, plazas, and other similar Uses. Open ~~[s]S~~pace may not be utilized for Streets, roads, driveways, Parking Areas, ~~[e]C~~ommercial Uses, or Buildings requiring a Building Permit.

E. **OFF-STREET PARKING.**

1. The number of Off-Street Parking Spaces in each Master Planned Development shall not be less than the requirements of ~~[this code]~~ the Land Management Code, except that the Planning Commission may increase or decrease the required number of Off-Street Parking Spaces based upon a ~~[p]P~~arking analysis submitted by the Applicant at the time of ~~[MPD]~~ Master Planned Development Application submittal. The ~~[p]P~~arking analysis shall contain, at a minimum, the following information:

- a. The proposed number of vehicles required by the occupants of the project based upon the proposed Use and occupancy.
- b. A ~~[p]P~~arking comparison of projects of similar size with similar occupancy type to verify the demand for occupancy ~~[p]P~~arking.

- 1356 c. Parking needs for non-dwelling Uses, including traffic attracted to
1357 Commercial Uses from Off-Site.
- 1358 d. An analysis of time periods of Use for each of the Uses in the project and
1359 opportunities for ~~[S]~~shared ~~[P]~~parking by different Uses. This shall be
1360 considered only when there is Guarantee by Use covenant and deed
1361 restriction.
- 1362 e. A plan to discourage the Use of motorized vehicles and encourage other
1363 forms of transportation.
- 1364 f. Provisions for overflow ~~[p]~~Parking during peak periods.
- 1365 g. An evaluation of potential adverse impacts of the proposed ~~[p]~~Parking
1366 reduction and ~~[d]~~Density increase, if any, upon the surrounding
1367 neighborhood and conditions of approval to mitigate such impacts.

1368 The Planning Department shall review the ~~[p]~~Parking analysis and provide a
1369 recommendation to the Commission. The Commission shall make a finding
1370 during review of the ~~[MPD]~~ Master Planned Development as to whether or not
1371 the ~~[p]~~Parking analysis supports a determination to increase or decrease the
1372 required number of Parking Spaces.

- 1373 2. The Planning Commission may permit an Applicant to pay an in-lieu ~~[p]~~Parking
1374 fee in consideration for required on-~~[s]~~Site ~~[p]~~Parking provided that the Planning
1375 Commission determines that:

- 1376 a. Payment in-lieu of the on-Site ~~[p]~~Parking requirement will prevent a loss
1377 of significant ~~[e]~~Open ~~[s]~~Space, ~~[y]~~Yard Area, and/or public amenities and
1378 gathering Areas;
- 1379 b. Payment in-lieu of the on-Site ~~[p]~~Parking requirement will result in
1380 ~~[p]~~Preservation and ~~[r]~~Rehabilitation of significant Historic Structures or
1381 redevelopment of Structures and Sites;

c. Payment in-lieu of the on-Site ~~[p]~~Parking requirement will not result in an increase project Density or intensity of Use; and

d. The project is located on a public transit route or is within three (3) blocks of a municipal bus stop.

The payment in-lieu fee for the required ~~[p]~~Parking shall be subject to the provisions in the ~~[Park City]~~ Municipal Code of Park City Section 11-12-16 and the fee set forth in the current Fee Resolution, as amended.

F. **BUILDING HEIGHT**. The Building Height requirements of the Zoning District~~[s]~~ in which a~~[n MPD]~~ Master Planned Development is located shall apply, except that the Planning Commission may consider an increase in Building Height based upon a Site specific analysis ~~[and determination]~~. Height exceptions will not be granted for Master Planned Developments within the HR-1, HR-2, HRC, and HCB Zoning Districts. The Applicant ~~[will be required to]~~ must request a Site-specific determination and shall bear the burden of proof to the Planning Commission that the necessary findings for an increase in Building Height can be made, according to Subsections (1) through (5) below. In order to grant Building Height in addition to that which is allowed in the underlying ~~[zone]~~ Zoning District, the Planning Commission ~~[is required to make the following findings]~~ must find that:

1. The increase in Building Height does not result in increased square footage or Building volume over what would be allowed under the zone-required Building Height and Density, including requirements for ~~[f]~~Eacade variation and design, but rather provides desired architectural variation, unless the increased square footage or Building volume is from the Transfer of Development Credits;
2. Buildings have been positioned to minimize visual impacts on adjacent Structures. Potential problems on neighboring Properties caused by shadows, loss of solar Access, and loss ~~[or]~~ of air circulation have been mitigated as

- 1408 determined by the Site ~~[S]~~specific analysis ~~[and approved by the Planning~~
1409 ~~Commission]~~;
- 1410 3. There is adequate ~~[!]~~Landscaping and buffering from adjacent Properties and
1411 Uses~~[-]~~;
- 1412 4. Increased Setbacks and separations from adjacent projects are ~~[being]~~
1413 proposed;
- 1414 5. The additional Building Height results in more than the minimum Open Space
1415 required and results in ~~[the Open Space being more usable and included]~~ Open
1416 Space that is [P]ublicly [A]ccessible [Open Space];
- 1417 6. The additional Building Height ~~[shall be]~~ is designed in a manner that provides a
1418 transition in roof elements in compliance with Chapter 15-5, Architectural
1419 ~~[Guidelines]~~ Review, or the Design Guidelines for Park City's Historic Districts
1420 and Historic Sites if the Building is located within the Historic District~~[-]~~.

1421 If and when the Planning Commission grants additional Building Height ~~[due to]~~ based
1422 on a Site ~~[S]~~specific analysis ~~[and determination]~~, ~~[that]~~ the approved additional Building
1423 Height shall only apply to the specific plans ~~[being]~~ reviewed and approved ~~[at the time]~~
1424 by the Planning Commission. ~~[Additional Building Height for a specific project will not~~
1425 ~~necessarily be considered for a different, or modified, project on the same Site.]~~
1426 Additional Building Height shall be specified as a Finding of Fact in the Master Planned
1427 Development Approval, in the Development Agreement, and on each plat within the
1428 Master Planned Development that includes a Building with an additional Height
1429 allowance.

1430 G. **SITE PLANNING**. A~~[n-MPD]~~ Master Planned Development shall be designed to take into
1431 consideration the characteristics of the Site upon which it is proposed to be placed. The
1432 project should be designed to fit the Site, not the Site modified to fit the project. The

Applicant shall address the following ~~[shall be addressed]~~ in the Site planning for a ~~[n~~
~~MPD]~~ Master Planned Development:

1. Units ~~[should]~~ shall be clustered on the most developable and least visually sensitive portions of the Site ~~[with common]. [e]Open [s]Space shall [separating]~~ separate the clusters. The ~~[e]Open [s]Space [corridors]~~ should be designed so that existing Significant Vegetation ~~[can be]~~ is maintained on the Site.
2. Projects shall be designed to minimize Grading and the need for large retaining Structures.
3. Roads, utility lines, and ~~[Buildings]~~ Structures ~~[should]~~ shall be designed to work with the Existing Grade. Cuts and fills ~~[should]~~ shall be minimized.
4. Existing trails ~~[should]~~ shall be incorporated into the ~~[e]Open [s]Space~~ elements of the project and ~~[should]~~ shall be maintained in their existing location whenever possible. Applicants may be required to grant the City a [T]rail easement[s] [for] to connect proposed trails with existing trails ~~[may be required]~~. Construction of new trails ~~[will]~~ shall be ~~[required]~~ consistent with the Park City Trails Master Plan.
5. Adequate internal vehicular, ~~[and]~~ pedestrian, ~~[/]~~ and bicycle circulation ~~[should]~~ shall be provided. Pedestrian ~~[/]~~ and bicycle circulations shall be separated from vehicular circulation and ~~[may]~~ shall ~~[serve to]~~ provide ~~[residents the opportunity to travel safely]~~ safe travel ~~[from an individual unit to another unit and to]~~ within the boundaries of the ~~[Property or public trail system]~~ Master Planned Development and safe travel to adjoining public sidewalks, trails, and Rights-of-Way. Private internal Streets may be considered for Condominium projects if they meet the minimum emergency and safety requirements.
6. The Site plan shall include adequate Areas for snow removal and snow storage. The ~~[/]~~ Landscape ~~[e]ing~~ plan shall allow for snow storage Areas. Structures shall

be set back from any hard surfaces so as to provide adequate Areas to remove and store snow. ~~[The assumption is that s]~~ Snow ~~[should]~~ shall be ~~[able to be]~~ stored on-Site, ~~[and not removed to an Off-Site location]~~ unless otherwise approved by the Planning Commission.

7. ~~[It is important to plan for trash storage and collection and recycling facilities.]~~

The Site plan shall include adequate Areas for trash ~~[dumpsters]~~ and recycling containers~~[, including an]~~ and shall include adequate circulation area for pick-up vehicles. ~~[These facilities shall be enclosed and shall be included on the site and landscape plans for the Project].~~ Convenient ~~[P]~~ pedestrian Access shall be provided within the Master Planned Development to the ~~[refuse/]~~ trash and recycling ~~[facilities from]~~ containers ~~[within the MPD for the convenience of residents and guests].~~

No ~~[final]~~ ~~[s]~~ Site plan ~~[for]~~ with a ~~[c]~~ Commercial ~~[d]~~ Development or ~~[multi-family residential]~~ Multi-Unit Dwelling ~~[development]~~ shall be approved unless there is a mandatory recycling program ~~[put into effect]~~, which may include Recycling Facilities for the ~~[project]~~ Site. Single ~~[f]~~ Family Dwellings ~~[residential development]~~ shall include a mandatory recycling program ~~[put into effect including]~~ with curb side recycling, ~~[but]~~ and may also ~~[provide]~~ include Recycling Facilities. The ~~[f]~~ Recycling ~~[f]~~ Facilities shall be identified on the ~~[final]~~ ~~[s]~~ Site plan to accommodate for materials generated by the tenants, residents, users, operators, or owners of such ~~[project]~~ Master Planned Development. Such ~~[f]~~ Recycling ~~[f]~~ Facilities shall include, but are not ~~[necessarily]~~ limited to, glass, paper, plastic, cans, cardboard, or other household or commercially generated recyclable and scrap materials. ~~[Locations for proposed centralized trash and recycling collection facilities shall be shown on the site plan drawings. Written approval of the proposed locations shall be obtained by the City Building and~~

~~Planning Department.] Centralized [garbage] trash and recycling [collection]~~
containers shall be located in a completely enclosed ~~[s]~~Structure with a
pedestrian door and a truck door or gate. The enclosed Structure shall be
designed with materials that are compatible with the principal ~~[building(s)]~~
Structures in the Master Planned [d]~~Development[, including a pedestrian door~~
~~on the structure and a truck door/gate. The structure's design, construction, and~~
~~materials] and~~ shall be ~~[substantial e.g.]~~ constructed of masonry, steel, or other
substantial materials ~~[approved by the Planning Department capable of~~
~~sustaining active use by residents and trash/recycle haulers]. The [s]Structure[s]~~
shall be large enough to accommodate a ~~[garbage] trash~~ container and at least
two recycling containers to provide for the option of dual-stream recycling. ~~[A~~
~~conceptual design of the structure shall be submitted with the site plan~~
~~drawings.]~~

8. The Site plan~~[ning]~~ for a~~[n MPD should]~~ Master Planned Development shall
include transportation amenities including drop-off Areas for van and shuttle
service, and a bus stop, if applicable.

9. Service and delivery Access and loading/unloading Areas must be included in
the Site plan. The service and delivery should be kept separate from pedestrian
Areas.

H. LANDSCAPE AND [STREET SCAPE] LIGHTING. A ~~[complete]~~ preliminary
~~[l]~~Landscap[e]ing plan must be submitted with the ~~[MPD]~~ Master Planned Development
~~[a]~~Application. The ~~[l]~~Landscap[e]ing plan shall comply with all criteria and requirements
of ~~[LMC] Section 15-5-5[(M)](N)~~, LANDSCAPING. All noxious weeds, as identified by
Summit County, shall be removed from the Property in accordance with the Summit
County Weed Ordinance prior to issuance of Certificates of Occupancy. Lighting must
meet the requirements of ~~[LMC Chapter]~~ Section 15-5-5(J)~~[, Architectural Review]~~.

- I. **SENSITIVE LANDS COMPLIANCE.** Applicants for a [All MPD] Master Planned Development [Applications containing] that contains any Area within the Sensitive [Areas] Land Overlay Zone [will be required to] shall conduct a Sensitive Lands Analysis and shall conform to the Sensitive Lands [, as described in LMC Section] Chapter 15-2.21.
- J. **EMPLOYEE/AFFORDABLE HOUSING.** [MPD Applications] Master Planned Development Applicants shall [include] submit a housing mitigation plan [which must] that addresses es employee Affordable Housing [as] required by the adopted housing resolution in effect at the time of a complete Application.
- K. **CHILD CARE.** A Site designated and planned for a Child Care Center may be required for all new [s]Single Family Dwellings and [m]Multi-[f] Family [housing projects] Dwellings within a Master Planned Development if the Planning Commission determines that the project will create additional demands for Child Care.
- L. **MINE HAZARDS.** All [MPD] Master Planned Development [a] Applications shall include a map and list of all known Physical Mine Hazards on the [p]Property and a Physical [m]Mine [h]Hazard mitigation plan.
- M. **HISTORIC MINE WASTE MITIGATION.** [For known historic mine waste located on the property, a]An Applicant for a Master Planned Development with Property that is located within the Park City Soils Ordinance Boundary shall submit a soil remediation mitigation plan and shall [must be prepared indicating] indicate areas of hazardous soils and proposed methods of remediation and/or removal subject to the [Park City Soils Boundary Ordinance] requirements and regulations of [See Title Eleven Chapter Fifteen of the Park City] the Municipal Code of Park City Chapter 11-15 [for additional requirements].
- N. **GENERAL PLAN REVIEW.** [All MPD applications]The Planning Commission shall review Master Planned Developments [shall be reviewed] for consistency with the goals

and objectives of the ~~[Park City]~~ General Plan; however such review for consistency shall not alone be binding.

- O. **HISTORIC SITES.** All ~~[MPD]~~ Master Planned Development ~~[Applications]~~ Applicants shall ~~[include]~~ submit a map and inventory of Historic Structures and Sites on the Property and a Historic Structures Report~~[, as further described on the MPD application.~~
~~The Historic Structures Report shall be]~~ prepared by a Qualified Historic Preservation Professional.

P. **LAND MANAGEMENT CODE REVIEW.** All Master Planned Development Applications shall be reviewed in accordance with the Land Management Code, including:

1. the underlying Zoning District requirements in Chapter 15-2;
2. relevant Overlay Zoning requirements in Chapter 15-2;
3. Chapter 15-3, Off-Street Parking;
4. Chapter 15-4, Supplementary Regulations;
5. Chapter 15-5, Architectural Review;
6. Chapters 15-7.1, 15-7.1, 15-7.2, 15-7.3, and 15-7.4, Subdivision Provisions;
7. Chapters 15-11 and 15-13 for Master Planned Developments located in a Historic Zoning District;
8. any other relevant provisions of the Land Management Code.

HISTORY

Adopted by Ord. [02-07](#) on 5/23/2002

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

Amended by Ord. [06-22](#) on 4/27/2006

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

Amended by Ord. [10-14](#) on 4/15/2010

1563 Amended by Ord. [11-05](#) on 1/27/2011

1564 Amended by Ord. [11-12](#) on 3/31/2011

1565 Amended by Ord. [13-23](#) on 7/11/2013

1566 Amended by Ord. [15-36](#) on 6/25/2015

1567 Amended by Ord. [2016-44](#) on 9/15/2016

1568 Amended by Ord. [2017-46](#) on 8/17/2017

1569 Amended by Ord. [2020-09](#) on 1/30/2020

1570 **15-6-6 Required Findings And Conclusions Of Law**

1571 The Planning Commission must make the following findings in order to approve a Master
1572 Planned Development. In some cases, conditions of approval will be attached to the approval to
1573 ensure compliance with these findings. The Master Planned Development, as conditioned:

1574 A. ~~[The MPD, as conditioned,]~~ complies with all ~~[the]~~ requirements of the Land

1575 Management Code;

1576 B. ~~[The MPD, as conditioned,]~~ meets the minimum requirements of Section 15-6-5 ~~[herein]~~;

1577 C. ~~[The MPD, as conditioned,]~~ provides the highest value of Open Space, as determined by
1578 the Planning Commission;

1579 D. ~~[The MPD, as conditioned,]~~ strengthens and enhances the resort character of Park City;

1580 E. ~~[The MPD, as conditioned,]~~ compliments the natural features on the Site and preserves
1581 significant features or vegetation to the extent possible;

1582 F. ~~[The MPD, as conditioned,]~~ is Compatible in Use, scale, and mass with adjacent
1583 Properties, and promotes neighborhood Compatibility, and Historic Compatibility, where
1584 appropriate, and protects residential neighborhoods and Uses;

1585 G. ~~[The MPD, as conditioned,]~~ provides amenities to the community so that there is no net
1586 loss of community amenities;

- H. ~~[The MPD, as conditioned,]~~ is consistent with the employee Affordable Housing requirements as adopted by the City Council at the time ~~[the]~~ staff determined the Application ~~[was filed,]~~ to be complete;
- I. ~~[The MPD, as conditioned,]~~ meets the Sensitive Lands requirements of the Land Management Code~~[-The project]~~ and [has been] is designed to place Development on the most developable land and least visually obtrusive portions of the Site;
- J. ~~[The MPD, as conditioned,]~~ promotes the Use of non-vehicular forms of transportation through design and by providing trail connections; ~~[and]~~
- K. ~~[The MPD has been noticed and]~~ was noticed and the Planning Commission held a public hearing ~~[held]~~ in accordance with this ~~[Code]~~ Chapter[-];
- L. ~~[The MPD, as conditioned,]~~ incorporates best planning practices for sustainable development, including water conservation measures and energy efficient design and construction, per the Residential and Commercial Energy and Green Building program and codes adopted by the Park City Building Department in effect at the time of the Application~~[-];~~
- M. ~~[The MPD, as conditioned,]~~ addresses and mitigates Physical Mine Hazards according to accepted City regulations and policies~~[-];~~
- N. ~~[The MPD, as conditioned,]~~ addresses and mitigates Historic Mine Waste and complies with the requirements of the Park City Soils Boundary Ordinance~~[-];~~
- O. ~~[The MPD, as conditioned,]~~ addresses Historic Structures and Sites on the Property, according to accepted City regulations and policies, and any applicable Historic Preservation Plan~~[-];~~
- P. addresses and mitigates traffic.

HISTORY

Adopted by Ord. [02-07](#) on 5/23/2002

Amended by Ord. [06-22](#) on 4/27/2006

1613 Amended by Ord. [10-14](#) on 4/15/2010

1614 Amended by Ord. [13-23](#) on 7/11/2013

1615 Amended by Ord. [2016-44](#) on 9/15/2016

1616 **15-6-7 Master Planned Affordable Housing Development**

1617 **A. PURPOSE.** The purpose of the ~~[M]Master~~ ~~[P]Planned~~ Affordable Housing Development is
1618 to promote housing for a diversity of income groups by providing Dwelling Units for rent or
1619 for sale in a price range affordable by families in the low-to-moderate income range. This
1620 may be achieved by encouraging the private sector to develop Affordable Housing.
1621 Master Planned Developments, which are one hundred percent (100%) Affordable Housing,
1622 as defined by the housing resolution in effect at the time of Application, ~~[would]~~ may be
1623 considered for a Density incentive greater than that normally allowed under the applicable
1624 Zoning District and Master Planned Development regulations with the intent of encouraging
1625 quality Development of permanent rental and permanent Owner-occupied housing stock for
1626 low and moderate income families within the Park City Area.

1627 **B. RENTAL OR SALES PROGRAM.** If a Developer seeks to exercise the increased Density
1628 allowance incentive by providing an Affordable Housing project, the Developer must agree
1629 to follow the guidelines and restrictions set forth by the Housing Authority in the adopted
1630 Affordable Housing resolution in effect at the time of Application.

1631 **C. MIXED RENTAL AND OWNER/ OCCUPANT PROJECTS.** When projects are approved
1632 that comprise both rental and Owner/occupant Dwelling Units, the combination and phasing
1633 of the Development shall be specifically approved by the ~~[reviewing agency]~~ Planning
1634 Commission and become a condition of project approval. A permanent rental housing unit is
1635 one which is subject to a binding agreement with the ~~[Park]~~ City ~~[Housing Authority]~~.

1636 **D. MPD REQUIREMENTS.** All of the ~~[MPD]~~ Master Planned Development requirements and
1637 findings of this ~~[section]~~ Chapter shall apply to Affordable Housing ~~[MPD]~~ Master Planned
1638 Development projects.

E. DENSITY BONUS. The ~~[reviewing agency]~~ Planning Commission may increase the allowable Density to a maximum of twenty (20) Unit Equivalents per acre. The Unit Equivalent formula applies.

F. OFF-STREET PARKING:

- ~~1. The number of Off-Street Parking Spaces in each Master Planned Affordable Housing Development shall not be less than the requirements of this Code, except that the Planning Commission may increase or decrease the required number of Off-Street Parking Spaces based upon a parking analysis submitted by the Applicant at the time of MPD submittal. The parking analysis shall contain, at a minimum, the following information:~~
 - ~~a. The proposed number of vehicles required by the occupants of the project based upon the proposed Use and occupancy.~~
 - ~~b. A parking comparison of projects of similar size with similar occupancy type to verify the demand for occupancy parking.~~
 - ~~c. Parking needs for non-dwelling Uses, including traffic attracted to Commercial Uses from Off-Site.~~
 - ~~d. An analysis of time periods of Use for each of the Uses in the project and opportunities for Shared Parking by different Uses. This shall be considered only when there is Guarantee by Use covenant and deed restriction.~~
 - ~~e. A plan to discourage the Use of motorized vehicles and encourage other forms of transportation.~~
 - ~~f. Provisions for overflow parking during peak periods.~~
 - ~~g. An evaluation of potential adverse impacts of the proposed parking reduction and density increase, if any, upon the surrounding neighborhood and conditions of approval to mitigate such impacts.~~

~~The Planning Department shall review the parking analysis and provide a recommendation to the Commission. The Commission shall make a finding during review of the affordable MPD as to whether or not the parking analysis supports a determination to increase or decrease the required number of Parking Spaces.~~

~~2. The Planning Commission may permit an Applicant to pay an in-lieu parking fee in consideration for required on-site parking provided that the Planning Commission determines that:~~

~~a. Payment in-lieu of the on-Site parking requirement will prevent a loss of significant open space, yard Area, and/or public amenities and gathering Areas;~~

~~b. Payment in-lieu of the on-Site parking requirement will result in preservation and rehabilitation of significant Historic Structures or redevelopment of Structures and Sites;~~

~~c. Payment in-lieu of the on-Site parking requirement will not result in an increase project Density or intensity of Use; and~~

~~d. The project is located on a public transit route or is within three (3) blocks of a municipal bus stop.~~

~~e. The payment in-lieu fee for the required parking shall be subject to the provisions in the Park City Municipal Code Section 11-12-16 and the fee set forth in the current Fee Resolution, as amended. [SEE LMC § 15-6-5(E), line 1344 as amended]~~

F. OPEN SPACE. All Master Planned Affordable Housing Developments shall contain a minimum of twenty percent (20%) Open Space as defined in **[LMC]** Chapter 15-15. On-Site amenities, such as playgrounds, trails, recreation facilities, bus shelters, significant landscaping, or other amenities are encouraged. Open Spaces may not be utilized for

1691 Streets, roads, or Parking Areas.

1692 The Planning Commission may decrease the required Open Space for projects located
1693 within 300 feet (300') of a Public Use, including, but not limited to a public park, Recreation
1694 Open Space, public trail, public school, or Public Recreation Facilities.

1695 **G. RENTAL RESTRICTIONS.** The provisions of the moderate income housing exception
1696 shall not prohibit the monthly rental of an individually owned unit. However, Nightly Rentals
1697 or timesharing shall not be permitted within Developments using this exception. Monthly
1698 rental of individually owned units shall comply with the guidelines and restrictions set forth
1699 by the Housing Authority as stated in the adopted Affordable Housing resolution in effect at
1700 the time of Application.

1701 HISTORY

1702 *Adopted by Ord. [02-07](#) on 5/23/2002*

1703 *Amended by Ord. [06-22](#) on 4/27/2006*

1704 *Amended by Ord. [09-10](#) on 3/5/2009*

1705 *Amended by Ord. [2020-09](#) on 1/30/2020*