



**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
July 30, 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, July 30, 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 18-2020, 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 July 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:

- The percent of positive COVID-19 cases in Utah has been on the rise since May 27, 2020.
- Positive cases from testing have increased from 4.96% to 9.23% during the month of June, and COVID-19 patients in Utah hospitals have increased during the same time period.
- As of June 25, 2020 there have been 158 deaths in Utah due to COVID-19.
- Summit County has the third highest case rate of COVID-19 in the state.

This determination is valid for 30 days, and is set to expire on July 31, 2020.

CLOSED SESSION - 3:30 p.m.

To Discuss Property, Personnel, and Litigation

WORK SESSION

4:00 p.m. - COVID-19 Update by Summit County Health Department Director Rich Bullough

4:30 p.m. - Discuss Public Safety Initiatives
(A) Public Hearing
[Police Initiatives Staff Report](#)

[Exhibit A: Police Initiatives](#)

5:00 p.m. - Discuss Small Wireless Facilities in the City Right-of-Way

(A) Public Input

[Small Wireless Facilities Staff Report](#)

[Exhibit A: Proposed Code Amendments](#)

[Exhibit B: Draft Master License Agreement](#)

[Exhibit C: Draft Design Standards](#)

[Exhibit D: Draft Wireless Facility Permit Application](#)

[Exhibit E: Historic District Boundaries](#)

REGULAR MEETING - 6:00 p.m.

I. ROLL CALL

II. APPOINTMENTS

1. Consideration to Appoint Jane Campbell, Mike Cohen, Kraig Moyes and Ed Parigian to the Recreation Advisory Board for a Term Expiring July, 2023
(A) Public Input (B) Action
[RAB Appointments Staff Report](#)

III. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Questions and Comments

Staff Communications Reports

1. Electric Assisted Mountain Bike Courtesy Tag Program
[Electric Mountain Bike 'Courtesy Tag' Program Staff Report](#)
2. City Manager Intent to Execute Assignment of Professional Services Agreement for Audit Services
[Audit Services Contract Staff Report](#)
[Exhibit A: Piercy Bowler Assignment of Contract - Draft](#)

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

V. CONSIDERATION OF MINUTES

Consideration to Approve the City Council Meeting Minutes from July 9 and 16, 2020

[July 9, 2020 Minutes](#)

[July 16, 2020 Minutes](#)

VI. CONSENT AGENDA

1. Request to Authorize the City Manager to Execute the Second Addendum to the Professional Service Contract, in a Form Approved by the City Attorney, with Cascadia Partners, LLC. in an Amount Not to Exceed \$8,480.00 for Additional Consulting Services

[Cascadia Partners Contract Second Addendum Staff Report](#)
[Exhibit A: Original Cascadia Partners Service Agreement](#)
[Exhibit B: First Addendum Cascadia Partners Contract](#)
[Exhibit C: Draft Second Addendum Cascadia Partners Contract](#)

2. Request to Authorize the City Manager to Execute a Construction Agreement, in a Form Approved by the City Attorney, with Stratton and Bratt Landscapes, LLC, to Install Landscaping on Prospector Avenue and Gold Dust Lane for an Amount Not to Exceed \$230,693.00
[Landscaping Contractor Award Staff Report](#)
[Exhibit A: Project Area](#)
[Exhibit B: Stratton & Bratt Landscapes Bid](#)
3. Request to Approve a One Year Extension to the Current Contract with Kane, LLC Security, for Transportation and Security Services during Special Events and Peak Time Periods, in an Amount Not to Exceed \$255,501, in a Form Approved by the City Attorney
[Kane LLC Contract Extension Staff Report](#)
[Exhibit A: Kane LLC Service Agreement Addendum](#)

VII. OLD BUSINESS

1. Special Event Update
(A) Public Input
[Special Event Update](#)
[Exhibit A: Park City Summer/Fall 2020 Event Calendar](#)
[Exhibit B: Phased Color Guidelines & Event Management Template](#)
2. Renewable Energy Project for City Operations Update
(A) Public Input
[Renewable Energy Project Staff Report](#)

VIII. NEW BUSINESS

1. Consideration to Adopt Resolution 17-2020, a Resolution Adopting the Revised Personnel Policies and Procedures Manual, Effective July 30, 2020 for Park City Municipal Corporation
(A) Public Input (B) Action
[2020 Policies and Procedures Staff Report](#)
[Exhibit A: Policies and Procedures Resolution](#)
[Exhibit B: 2020 Policies and Procedures - Draft](#)
2. Consideration to Approve Ordinance 2020-36, an Ordinance Amending the Park City Land Management Code §15-1-11; §15-2.3-2; §15-2.5-2; § 15-2.6-2; §15-2.16-2; §15-2.23-2; §15-4-16; and §15-4-20, to Remove Special Event References from the Land Management Code and to Remove Special Events from the Zoning District Use Sections; and to Update the Land Management Code §15-15-1; §15-15-2 Definitions and the Municipal Code of Park City - Title 12, Sign Code, §12-7-1; §12-12-1; §12-12-2; §12-12-3; § 12-12-4; §12-12-5; §12-12-6 to Replace the Term Master Festival with Special Event

(A) Public Hearing (B) Action

[Special Event Land Management and Sign Code Amendment Staff Report](#)

[Exhibit A: Ordinance No. 2020-36 and Municipal Code Redlines](#)

3. Consideration to Approve Ordinance 2020-37, an Ordinance Amending Footnote 2 of the Park City Land Management Code Section 15-2.1-2(B)(1) to Establish Additional Nightly Rental Conditional Use Permit Criteria and a Cap of 12 Nightly Rentals in the Western Historic Residential - Low Density Zoning District

(A) Public Hearing (B) Action

[Nightly Rentals in the Western HRL Zoning District Staff Report](#)

[Exhibit A: Ordinance No. 2020-37 and Land Management Code Redlines](#)

[Exhibit B: Public Input](#)

[Exhibit C: Lower Rossi Hill HRL Area Property Owner Letter](#)

4. Consideration to Approve Ordinance 2020-38, an Ordinance Amending the Land Management Code of Park City §15-2.13-2 to Prohibit Nightly Rentals in the Meadows Estates Subdivision Phases #1A and #1B

(A) Public Hearing (B) Action

[Meadows Estates LMC Amendment Staff Report](#)

[Exhibit A: Ordinance with Code Redlines](#)

[Exhibit B: Meadows Estates Homeowners' Association Submittal](#)

5. Consideration to Approve Resolution 18-2020, a Resolution Amending the Public Art Advisory Board and Public Art Policies

(A) Public Input (B) Action

[PAAB Policy Update Staff Report](#)

[Exhibit A: PAAB Policies Resolution](#)

[Exhibit B: PAAB Redlined Policies Draft](#)

IX. 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: July 30, 2020

Submitted by: Michelle Downard

Submitting Department: Police

Item Type: Work Session

Agenda Section:

Subject:

4:30 p.m. - Discuss Public Safety Initiatives

(A) Public Hearing

Suggested Action:

The Police Department recommends Council hold a public hearing to discuss extensive efforts and initiatives to maintain a safe and welcoming community consistent with Park City's core values.

Attachments:

[Police Initiatives Staff Report](#)

[Exhibit A: Police Initiatives](#)

City Council Staff Report



Subject: Park City Police Department Initiatives
Author: Wade Carpenter, Sarah Pearce, Michelle Downard, Jolene Weston
Department: Police
Date: July 30, 2020
Type of Item: Informational

Recommendation

The Police Department recommends Council hold a public hearing to discuss extensive efforts and initiatives to maintain a safe and welcoming community consistent with Park City's core values.

Background

Public safety officers are tasked with protecting the public and their position is held to high standards of integrity. Officers who engage in lawful policing practices are essential to protect our residents, businesses, and visitors. The Park City Police Department remains committed to providing a safe and welcoming community while also supporting equality, justice, transparency, and officer accountability.

The Park City Police Department regularly reviews its policies and procedures to ensure they are up-to-date with best practices. From being the first department in Utah to equip all officers with body cameras to our forward-thinking community outreach programs, the Park City Police Department strives to achieve the highest standards of integrity and accountability.

Given recent events unfolding around the country, Park City Police Department wants to update the Council and the Public on ongoing Policing initiatives aimed at accountability, high officer skillsets, and community engagement. The information is presented in five main areas: Training, Policy, Transparency, Community Outreach and Leadership. Staff is seeking feedback on these efforts.

Analysis

In order to continue to evolve and stay at the front of the national push to enhance policing practices, staff has evaluated existing processes and identified areas for additional growth. Exhibit A thoroughly outlines the details of these efforts. Highlights can also be found below.

Training

Each year officers are required by the State to receive at least 40 hours of training, which includes required trainings such as defensive tactics, Taser, and First Aid/CPR. Above and beyond the standard required training, the Park City Police Department completes additional department-wide trainings each year to continue building officer skills and provide ongoing development, including: Domestic Violence Response, Active

Shooter Response, Implicit Bias, Street Smart De-escalation, and Crisis Intervention Training. Park City Police Department aims to give officers skills to de-escalate incidents where possible and appropriately respond in dangerous situations to most effectively save lives.

Policy

Police policies were reviewed and discussed at the [June 11, 2020](#) Council Meeting with consideration of the “8 Can’t Wait Campaign”. To ensure department policies are in accordance with best practices, since 2010 Park City Police Department has contracted with Lexipol, the industry standard for providing constitutionally sound online policies and training to over 8,000 public safety agencies. Lexipol’s attorneys continuously review their policy recommendations to ensure they meet state and federal statutory requirements. Park City Legal also reviews all Park City Police Department policies.

Transparency

The Police Department has posted their [policy manual online](#). The [Annual Reports with crime and incident](#) statistics are also readily available online dating back to 2004. In support of transparency and accountability, Park City Police Department established an internal Use of Force Board several years ago where officers discuss specific incidents and provide recommendations for training and potential disciplinary actions for their peers. Park City Police Department has also had a Police Complaint Review Committee in place since 2003. This is a citizen advisory committee that reviews and responds to complaints regarding police personnel.

Additionally, for the last two years Park City Police Department has undergone a review by the Utah Law Enforcement Professional Standards Accreditation Program. The accreditation process allowed for the department to further develop and implement policies and procedures that are conceptually sound, operationally effective, and in line with Utah law and local ordinances. Park City Police Department is in the final stages of achieving accreditation under the direction of the Utah Chiefs of Police Association.

Community Outreach

The Park City Police Department is constantly creating and actively engaging in community outreach efforts with an emphasis on obtaining diverse perspectives including: Cada Domingo/KPCW Interviews, Victim Advocacy Program, Shop with a Cop, Neighborhood Watch Program, Citizen’s Academy, Latino Citizen’s Academy, Camp Safety, Spanish Driver’s License Course, Explorer Program, School Watch Dog Program and HOA Outreach.

The Police Department meets with communities of color, in coordination with the IACP Trust Initiative, to better understand issues and perspectives pertinent to those communities. These collaborative community efforts support the goal to protect and serve all distinctive populations within the Park City community.

Leadership

Park City Police Department makes every effort to be an exemplary role model and leader in good policing practices through actively participating in the Utah Chiefs of Police Association and the International Association of Chiefs of Police. Inter-local coordination is prioritized with surrounding jurisdictions and recently demonstrated when Park City provided support to Salt Lake City during protests. In May 2020, the Department was featured in a [Body-Worn Camera Site Spotlight](#) by the [Body-Worn Camera Training and Technical Assistance Program](#). We have had a Body Worn Camera program continuously since 2013.

The Police Department is honored to have these achievements recognized by Federal Government body camera grant funding, the Utah Chiefs of Police Association Award (2017), the Patrick J Flemming Award for Excellence in Public Service (2017), and the Covid-19 Response Appreciation Award from the University of Utah (2020).

The Police Department is actively listening and will continue to maintain our patrol presence, which often results in the most effective community engagement opportunities. The Police Department also remains available for conversations with the public, will participate in Park City's Open Houses and monitor legislative amendments to ensure implementation of best developing policing methods.

While the department is confident in this community policing model, we also continue to seek new policing policies and remain willing to listen, learn and grow to maintain alignment with Park City's core values and maintain the best interests of the community. Feedback from the Council and public are welcome as we continue our efforts.

Exhibit A - Police Initiatives Spreadsheet

Exhibit A- Police Initiatives Spreadsheet

Training	Description	Frequency	Status
Crisis Intervention Training	Certification focusing on de-escalation in challenging situations. Officers are trained through scenario based learning and presentations to de-escalate intense situations, including those situations involving mental health crisis.	This is a 40-hour training that requires 4 hour refresher courses at least every 2 years.	Completed for majority of officers; most recent recertification sessions held 5/2018 and 5/2019 in concert with Mental Health Awareness Month.
Defensive tactics recertification	Retraining that is needed annually for every officer	4 hours annually. We are increasing to 8 hours, with 4 hours every 6 months.	Completed annually; last completed 8/2019
IACP - One Mind Campaign-- Including Mental Health First Aid	This campaign focused on increasing police officer ability to de-escalate situations for people experiencing mental health crisis. To participate in this campaign we had to train all officers in Mental Health First Aid and train a majority of our officers in Crisis Intervention Training. We additionally had to increase relationships with county and state mental health experts. It is an international movement and PCPD is one of 300 law enforcement agencies currently participating.	This included an initial training for all officers in mental health firstaid and over half our officers to be certified in Crisis Intervention Training. The Crisis Intervention Training is ongoing, and we will continue meeting this standard moving forward. Training completed 12/2018 and One Mind Campaign designation was awarded in early 2019.	Completed 2019
Implicit Bias Training	Last year all police personnel took a 2-day implicit bias training presented by a professor from the University of Utah. This training was geared toward helping police personnel understand what implicit bias is, identify their own biases, and address biases to overcome them.	PCPD hired Dr. David Parker from the University of Utah to train our officers regarding implicit bias. Employees have already had two half-day training sessions, and we will be continuing this training during the fall. This training would have occurred sooner if not for COVID and the need for additional community engagement with the next training.	In Process/Ongoing; first two segments completed 12/7/18 and 2/20/19
Street Smart De-escalation Training	Training is sponsored by the Utah Attorney General's Office and is a simulation training allowing officers real practice in de-escalation techniques.	Our next training is July 2020.	In Process/Ongoing
TASER	Taser training is held annually. De-escalation training is required for TASER training and for dealing with mental health.	This is required prior to officers being able to carry a Taser. They receive additional Taser Training annually.	Completed annually. Last held 12/2019.

Completed
Instituted/Ongoing
In Process
Not Begun

*Police are required to do 40 hours a year in training. Each year it is evaluated by the command staff what training is needed for the department with certain state mandated trainings that are required.

8 Can't Wait Policy Response	Description	Status
Require De-Escalation - Eight can't wait #1	We have always taught de-escalation techniques. We do extensive training in this area. As part of the "One Mind Campaign" we completed last year all of our officers completed Mental Health First Aid training, and the majority of officers are Crisis Intervention Training certified. This training focuses on de-escalation during critical situations. We also participate in de-escalation training through the Utah Attorney General's Office.	
Policy 309.9 Training	Personnel who are authorized to carry a Taser shall be permitted to do so only after successfully completing the initial department-approved training.	Instituted/Ongoing
Policy 468.6 De-Escalation (Crisis Intervention)	This policy focuses on officers potentially taking no action or passively monitoring situations while engaging with people experiencing mental health crisis, and includes: evaluating safety concerns, patience and politeness, speaking and moving slowly, removing distractions/disruptive people from the area, etc.	Instituted/Ongoing
Ban Chokeholds & Strangleholds - Eight can't wait #2	The "chokehold" or carotid restraint is not allowed unless an officer can justify deadly force.	
Policy 300.3.3 Pain Compliance Techniques	Pain compliance techniques can be used only after officers have completed department-approved training. Officers need to consider the level of resistance, whether the person can comply to direction/orders, and whether the person has been given sufficient opportunity to comply. Pain compliance techniques should be discontinued after compliance has been achieved.	Instituted/Ongoing
Require Warning before Shooting - Eight can't wait #3	Officers should issue a warning prior to shooting when reasonable. There are times an officer cannot safely warn a suspect without putting others' lives in danger.	
Policy 312.7.3 Warning and Other Shots	Generally, warning shots or shots fired for the purpose of summoning aid are discouraged and may not be discharged unless the officer reasonably believes that they appear necessary, effective, and reasonably safe.	Instituted/Ongoing
Policy 309.4 Verbal and Visual Warnings	A verbal warning of the intended use of a Taser device should precede its application unless it would endanger the safety of officers. The fact that the warning was given and the reasons shall be documented.	Instituted/Ongoing
Exhaust All Alternatives Before Shooting- Eight Can't Wait #4	Part of de-escalation is exhausting all other reasonable means prior to discharging a weapon. Often this is determined by the violators action toward the officers or an innocent bystander, which forces an officer to take immediate action. As a department, we have taken additional measures employing new, less-lethal technologies including bola-wrap "spiderman technology", which allows officers to eject a cable that wraps around a subject vs. using escalated uses of force. As a department, we are always pursuing additional means of apprehending violators safely.	
Duty to Intervene - Eight can't wait #5	Officers are required to intervene if they see any behavior that is outside policy or inappropriate. Additionally, they are required to report this to their immediate supervisor.	
Policy Update	"An employee shall report/intervene with a supervisor without negative repercussions when questionable use of force is employed."	In Process

Completed
Instituted/Ongoing
In Process
Not Begun

Exhibit A- Police Initiatives Spreadsheet

Policy 300.2.1 Duty to Intercede	Any officer present and observing another officer using force that is clearly beyond that which is objectively reasonable under the circumstances, when in a position to do so, intercede to prevent the use of unreasonable force.	Instituted/Ongoing
Require All Use of Force Be Reported - Eight can't wait #6	We have established a Use of Force Board that reviews all uses of force within the department. This is a peer review (that includes supervisor oversight) and has added an additional layer of accountability among officers. We have gone to the length of reviewing all uses of force, great and small, to ensure that we can intervene early if there are policy violations, misunderstandings, or concerning patterns of behavior.	
Policy Update	"The officer involved in the use of force, when practical, should have a different officer transport the arrestee."	In Process
Policy Update	"All serious bodily injuries shall be reviewed by the Citizens Complaint Review Committee-- instigated by the Police Department regardless of whether or not a complaint is filed."	In Process
Policy 300.4.2 Use of Force Report Form/Administrative Review	Following the use of force against any subject, a Use of Force Report Form will be completed and forwarded to the officer's supervisor. Supervisors shall be notified and the officer's supervisor will immediately process the scene and gather all information necessary through interview and examination of evidence. This is reviewed by and maintained by the Administration Section Captain.	Instituted/Ongoing
Policy 300.5 Reporting the Use of Force	Any use of force by a member of this department shall be documented promptly, completely and accurately in an appropriate report, depending on the nature of the incident. The officer should articulate the factors perceived and why he/she believed the use of force was reasonable under the circumstances.	Instituted/Ongoing
Policy 302.1 Use of Force review Board	This policy establishes a process for the Park City Police Department to review use of force by its employees. This review process shall be in addition to any other review or investigation that may be conducted by an outside or multi-agency entity having jurisdiction over the investigation or evaluation of the use of deadly force.	Instituted/Ongoing
Use of Force & Internal Affairs Tracking Software	This software will allow for all use of force information to be compiled in one easy-to-access place. This will result in quicker turnaround times responding to requests.	Not Begun - pending budget request
Park City Police Use of Force Review Board	This board is comprised of a sergeant and 2 officers who review all uses of force that occur within our department. We believe in erring on the side of reviewing even minimal uses of force so we can identify any issues with officer actions or misunderstanding early on. This review committee is intentionally comprised of peers and not strictly supervisors because it adds an additional layer of accountability for officers, as they are holding each other accountable for actions regularly. Additionally, we have Captain Leatham provide oversight to identify and address any egregious policy violations or potential criminal issues.	Instituted/Ongoing
FBI Use of Force Tracking Program	We have been partially participating for Taser incidents for the past two years, and we intend to expand this to full participation.	In Process

Ban Shooting at Moving Vehicles - Eight can't wait #7	Shooting from vehicles is strongly discouraged but is not completely restricted. If an officer is receiving gunfire while behind the wheel of the vehicle, they may need to be able to provide suppressive fire to protect their lives or the life of another. Officers are highly trained and any discharge of a firearm is always reviewed by our Use of Force Board and Command Staff personnel.	
Policy 300.4.1 Shooting at or from Moving Vehicles	Shots fired at or from a moving vehicle are rarely effective. Officers should move out of the path of an approaching vehicle instead of discharging their firearm at the vehicle or any of its occupants. An officer should only discharge a firearm at a moving vehicle or its occupants when the officer reasonably believes there are no other reasonable means available to avert the threat of the vehicle, or if deadly force other than the vehicle is directed at the officer or others. Officer should not shoot at any part of the vehicle in an attempt to disable the vehicle.	Instituted/Ongoing
Establish Use of Force Continuum - Eight can't wait #8	This process is not best practice in every situation; in some situations where suspects use force it may be necessary for officers to go immediately to more deadly uses of force. The Force Continuum starts with an officers mere presence, followed by open hand tactics, Taser, chemical munitions, and baton canines (less lethal force options) before employing deadly use of force. The issue is that officers often have to make immediate determinations as to what force is needed to safely take a violator into custody. Officers, at times may need to go from mere presence to deadly force if, for instance, a violator pulls out a firearm. Officers have a responsibility to focus on the safety of the community, violator and the officer. This really goes back to what reasonable force is: what force would another officer in that same situation take to address the threat. This can go from an officer mere presence to deadly force based on the actions of the individual they are dealing with.	
Policy 300.3 Use of Force	Officers shall use only that amount of force that reasonably appears necessary given the facts and circumstances perceived by the officer at the time of the event to accomplish a legitimate law enforcement purpose. The reasonableness of force will be judged from the perspective of a reasonable officer at the scene at the time of the incident. Given that no policy can realistically predict every possible situation an officer might encounter, officers are entrusted to use well-reasoned discretion in determining the appropriate use of force in each incident.	Instituted/Ongoing
Police Complaint Review Committee	This board is comprised of 3 community members appointed by City Council and 2 city staffers appointed by the City Manager. This board is tasked with reviewing complaints regarding police personnel and then making recommendations to the Chief of Police. This allows for community input and additional perspective in decision making regarding potential policy or personnel issues. Lt. Little and Lt Lealaitafea provide internal affairs investigative summaries for board review.	Instituted/Ongoing since 2003
Additional Areas		

Exhibit A- Police Initiatives Spreadsheet

Expanding Complaint Review Committee	Each time a use of force results in a serious bodily injury, PCPD will convene the Complaint Review Committee to review the incidents. This will be proactive and not dependent on first receiving a citizen complaint.	In Process
Training Software	This software will allow for easier tracking and access of Training records. Easier access will allow us to more quickly respond to requests for this information and will ensure all officers are trained in critical areas.	Not Begun - pending budget request
Lexipol Policy	Program run by attorneys who review latest case law and best practices to create up-to-date policies for police departments. If their policy is followed, they also assume liability if policy does not hold up in court.	Instituted/Ongoing
Tracking of arrest data by demographics	We track this on a monthly basis and complete annual report.	Instituted/Ongoing

Exhibit A- Police Initiatives Spreadsheet

Community Outreach	Description	Status
Birthday drive by	During COVID19 - we celebrated birthdays by going by houses of kids birthdays.	Instituted/Ongoing since March 2020
Black Lives Matter Demonstration	Spoke and participated in the event supporting equity and diversity.	Completed 6/20/2020
Black Lives Matter Student Demonstration	Supported and participated in the event supporting equity and diversity. Spent time with student organizers following the event.	Completed 6/1/2020
Cada Domingo/KPCW Interviews	The Community Outreach Section frequently participates in radio segments to share information regarding police programs.	Instituted/Ongoing since 2018
Camp Safety	Park City Police Department works with Summit County Sheriff's Office to provide a week long camp for 4-6 year olds discussing all types of safety. PCPD has participated in this program since its inception 10 years ago.	Instituted/Ongoing since 2010
Citizen's Academy	Citizen's Academy has been held for 12 years and has served as a training opportunity for the public. Within this training, members of the public are provided with information and experiential learning opportunities regarding various aspects of policing, including: the criminal justice system, domestic violence, gangs, traffic, dispatch, SWAT response, Emergency Management, K9, and firearms. During this training, community members have the opportunity to ask questions and engage with each other and police personnel regarding concerns, current events, and department functioning.	Instituted/Ongoing since 2008
City Social Equity Initiative	The Community Outreach Section is participating in the City Social Equity Initiative. We also had multiple police employees involved in the Social Equity Committee with the PC Community Foundation over the past couple years.	Instituted/Ongoing since 2017
Community Oriented Policing Projects	We have divided our police officers into sectors that focus on issues within certain areas within our community. This has allowed for a specific team to address issues in a focused way and work closely with citizens to address concerns. Daily patrol operations are supervised by our Sergeants team, comprised of Sgt. Randall, Sgt. Penrod, Sgt. Allinson, Sgt. McKinney, Sgt. Nakaishi and Sgt. Johnson. All Park City police officers are actively engaged in serving our	Instituted/Ongoing

Completed
Instituted/Ongoing
In Process
Not Begun

Exhibit A- Police Initiatives Spreadsheet

Community Outreach Officer	Chief Carpenter and Command Staff recognized the need for additional interaction and outreach with vulnerable populations within our community. They took a full-time patrol officer and dedicated him as a full-time Community Outreach Officer. This officer has worked closely with our Latino population, seasonal workers, people experiencing mental health issues, youth, and other populations to increase education, awareness, access to services, and positive relationships with police. This has been a very successful program that has increased relationships with community members and allowed for more collaboration community-wide. This program is administered by our Community	Instituted/Ongoing since 2017
Community Technical Specialist	Last year we added a civilian Community Technical Specialist to assist the Community Outreach Officer with additional outreach efforts. The Community Technical Specialist assists with Spanish translations of City and Police communications, attends events to educate the community regarding police services, and works closely with the youth to increase police relations. Enrique Sanchez has done a great job facilitating this effort.	Instituted/Ongoing since 2019
Drivers License Course	Teaching and providing drivers training in Spanish at the Park City/Summit County Libraries	Instituted/Ongoing
Explorer Program	Program focused on recruiting 16-18 year-olds interested in law enforcement and providing them with training & opportunities to engage with police officers in a positive way. This program focuses on improving relationships with at-risk youth and those experiencing difficulty.	In Process
HOA Outreach	The Community Outreach Section has been working with HOAs within the City to ensure that information is more broadly disseminated. This has included newsletters and neighborhood	Instituted/Ongoing since 2018
Latino Arts Festival	Two police employees ran a booth during the Latino Arts Festival to answer questions and show support.	Completed 6/14/2019-6/15/2019

Exhibit A- Police Initiatives Spreadsheet

Latino Citizen's Academy	We offer Latino Citizen's Academy in Spanish in order to serve our Spanish speaking community members. This training addresses similar issues to Citizen's Academy, and allows for positive interaction with police and opportunities to answer questions. This program is facilitated by Officer Libertini. This program began	Instituted/Ongoing since 2019
Neighborhood Watch Program	The Community Outreach Section has been working with HOAs and apartment complexes to increase safety. This involves participation from individual community members within each neighborhood. Community members will work collectively and with police to increase overwatch and quickly report crimes. The program is currently seeking volunteers to assist with increased overwatch, communication, and safety for individual neighborhoods.	In Process
Police Outreach Community Group	Community input group separate from the Complaint Review Committee that brings together community stakeholders who can have productive input on department initiatives and community oriented policing.	Not Begun
PPE distribution	Helped with the community wide distribution of PPE and education during Covid-19.	Instituted/Ongoing since March 2020
School Watch Dog Program	Officers attend weekly lunches at PC Schools to provide additional positive presence and interaction with school-aged youth. PCPD has been participating in this program for the past 3 years.	Instituted/Ongoing since 2017
Shop with a Cop	Every December Park City Police Department partners with other law enforcement and community organizations to provide Christmas gifts for children in underserved populations within our community. This program serves many children of color, and allows for the children and parents to have positive interactions with police officers. We have been able to increase our community relationships with underserved populations as well as spread Christmas Cheer and service through this program.	Instituted/Ongoing since 2003
Social Media	We maintain and update social media accounts in both English and Spanish to increase communication with the community.	Instituted/Ongoing

Exhibit A- Police Initiatives Spreadsheet

Victim Advocacy Program	Park City Police Department has employed a dedicated Victim Advocate Coordinator for the past seven years. Executive Assistant Malena Stevens was very instrumental in developing the original Victim Advocate program. This is a civilian employee who works with victims of violent crime by providing crisis intervention, connection to needed resources, and assistance through the criminal justice process. Our Victim Advocate Coordinator also assists with community outreach and education and works closely with nonprofits to ensure there are not gaps in service. Devan Bobo is our Victims Advocate Specialist. This program has been ongoing	Instituted/Ongoing since 2013
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Exhibit A- Police Initiatives Spreadsheet

Leadership	Description	Status
Accreditation with the Utah Chiefs of Police Association	We are in the final phases of a multi-year process that required gathering, reviewing, and updating department standards and policies. During this process we identified areas for improvement, and we used this opportunity to identify areas for improvement. Our accreditation is currently under review by the Utah Chiefs of Police Association, and we should be awarded the accreditation within the next few months.	In Process
Body Camera Program	PC Police Department was the first department in the state to insitute department-wide body camera implementation. https://bwctta.com/body-worn-camera-site-spotlight-park-city-ut	Instituted/Ongoing since 2013
Body Camera Legislation	Chief Carpenter participated in drafting the legislation for bodycam usage and requirements in concert with the Law Enforcement Legislative Committee.	Completed
International Association of Chiefs of Police	Chief serves as the 4th Vice President of World's largest Policing Policy/implementation group	Instituted/Ongoing: Chief has been on different committees for the past 8 years and was elected into leadership 3 years ago. He currently serves as the 4th Vice President and will become the IACP President in 2024.
Elks Lodge Award	Every year the Elks Lodge recognizes an officer for his/her outstanding achievements within the department and the community.	Instituted/Ongoing: awarded each August since 2002
Law Enforecement Legislative Committee	Chief Carpenter helps draft and write the bills for the legeslative process every year.	Instituted/Ongoing since 2012
Leadership Park City	years. We encourage employees to apply for this training to both increase their understanding of the community and their relationships with individual community members. There is a rigorous application process for this training, which is open to all individuals who live/work in the Summit County area. Employee participation is dependent on officers first being accepted into the program.	Instituted/Ongoing since at least 2005
NAACP	Awards outstanding officers	Completed in 2018
One of the first departments to have a community outreach officer and civilian representative	We are one of 5 departments that have this in the state.	Community Outreach Officer established: 2017; Community Technical Specialist established: 2019
Policy Transparency	Added a link to the City website that links to the Police manual. Complete manual available online.	Completed on 6/11/2020
Spotlighted by the Federal Government	Selected as the best agency for obtaining grant funds for body cam	Completed 2020
Utah Chiefs of Police Association	Chief has been in leadership within the organization since 2015.	Instituted/Ongoing since 2015.
Utah Chiefs of Police Association Award	Lieutenant and detective are recognized for excellence in investigation in 2017.	Completed in 2017
Patrick J Flemming Award Receipient for Excellence in Public Service	Chief was awarded by the Substance Abuse Council	Completed in 2017
University of Utah	Covid-19 Response Appreciation Award	Completed in 2020

Completed
Instituted/Ongoing
In Process
Not Begun

Council Agenda Item Report

Meeting Date: July 30, 2020

Submitted by: John Robertson

Submitting Department: Engineering

Item Type: Work Session

Agenda Section:

Subject:

5:00 p.m. - Discuss Small Wireless Facilities in the City Right-of-Way

(A) Public Input

Suggested Action:

Work session to review drafts of all documents required to administer and control the placement of small wireless facilities placed within the City right of way.

Attachments:

[Small Wireless Facilities Staff Report](#)

[Exhibit A: Proposed Code Amendments](#)

[Exhibit B: Draft Master License Agreement](#)

[Exhibit C: Draft Design Standards](#)

[Exhibit D: Draft Wireless Facility Permit Application](#)

[Exhibit E: Historic District Boundaries](#)



City Council Staff Report

Subject: Small Wireless Facilities
Author: John Robertson, City Engineer
Department: Engineering
Date: July 30, 2020
Type of Item: Work Session

Recommendation

Receive several draft documents related to the processing of applications from various telecommunication providers for the placement of small wireless facilities in the public right of way. Provide comments, feedback, and direction related to the proposed design standards, ordinance, master license agreement, and permit application.

Executive Summary

In response to the passage of Senate Bill 189 Small Wireless Facilities Deployment Act (Act), which requires a municipality to permit the placement of small wireless facilities (SWF) within a city's right of way, Park City Municipal Corporation (City) staff prepared several documents to provide SWF providers specific information, agreements, and guidance required of this process to ensure that the permitting and placement of these facilities is done according to the Act and City guidelines.

Staff drafted the city ordinance, master license agreement, design guidelines, and permit application for review, comment, and input from the Council prior to submitting the documents for approval and execution

Concerns about the health impacts of 5G frequencies have been raised to City staff and council members. The passing of Senate Bill 189 gives the City authority to determine where and how these facilities will be installed within the City's right of way but it does not allow the City to deny an application based on the frequency levels of the technology. That authority lies with the Federal Communications Commission as granted by the Federal government.

Background

The passage of Senate Bill 189 "Small Wireless Facilities Deployment Act by the Utah State Legislature in 2018 requires cities to allow the placement of small wireless facilities (SWF) within a city's public right of way. Small wireless facilities are necessary for the rollout of 5G internet services. The 5G wave technology is fast but the reach is short so it is necessary to place more cells throughout a network.

Although the Act follows federal law and requires the City to allow access to the right of way for telecommunications, the City retains some authority over the application and permit process, insurance requirements, compensation for use of right of way or

facilities on which small cells are attached, and design standards to ensure that small cell facilities are appropriately placed to reduce impact to the character of the City.

Staff drafted these documents for review, comment/input, and recommendations from Council prior to finalization, approval, and execution. Submitted for your review are the draft ordinance (ORD), master license agreement (MLA), design standards (DS), and permit application (PA). Each of these documents is summarized below.

Ordinance:

The title of the proposed ORD is Small Wireless Facilities in the Public Right of Way and will be located in Park City Municipal Code *Section 14 Trees/Landscaping: Streets, Sidewalk And Stairs; Streetcuts; Snow Removal; Street Address System; News Racks*. The purpose of the ORD is to establish requirements for siting and use of the facility within the public right of way in a manner that facilitates the delivery of wireless services within the City, while minimizing associated adverse impacts related to the surrounding area adjacent to the proposed facility. In addition the ORD sets forth definition of terms, fees, compensation to the City, enforcement /administration of DS, indemnity, insurance/bonding requirements, and compliance with all local/state/federal laws and/or codes.

The ORD delineates the process to be followed to obtain regulatory approval from the City which includes the applicant enter into a MLA with the City and submitting a PA.

In the event that the proposed facility is located within a Historic Zoning District and/or within 300 feet of a Significant or Landmark Site listed on the Park City Historic Sites Inventory, the applicant shall submit a Historic District Design Review (HDDR) Pre-Application to the Planning Department.

Master License Agreement:

The MLA defines the structure of the relationship between the small wireless provider and the City. In addition to defining the term of the relationship between the two parties, the MLA confirms the fees to be paid by the provider, the processing of the site license or permit application, and the amount of required insurance to be retained by the provider. It also defines the indemnification structure between the two parties, the limitations of liability, and other typical agreement language specific to items such as alternative dispute resolution and causality.

The provider will be required to enter into a MLA before a permit application will be received and processed.

Design Standards:

The DS provides direction and definition to the providers for the “where” and “how” their facilities may be placed within the City right of way. Opportunities for placement within the right of way are defined in the DS and are as follows:

- Attachments to utility poles and utility lines (See DS Figure 3.1);

- Attachments to traffic signal poles (See DS Section 4);
- Attachments to streetlights (See DS Figures 5.3 to 5.7);
- New freestanding or standalone poles (See DS Figure 6.1); and
- Other attachments including but not limited to street signs, kiosks, etc.

Standalone poles are poles separate freestanding structures dedicated specifically to contain SWF. Given that these facilities would be new and additional facilities to existing infrastructure, the DS provide additional requirements and guidance related to their placement. Refer to Section 6 Installation of Standalone Poles for the standards and placement requirements of these facilities within business and residential sections of town.

As is the case when new technology is developed, opportunities for innovation is created. Section 7 Other Attachments of the DS provides a few examples of various non-typical installation of the SWF in kiosks, trash bins, and other typical facilities that can be found in the public right of way.

Permit Application:

The permit application has been created to ensure that the applicant that is proposing to install a SWF within the City's right of way has submitted all required information necessary for the application to be processed in a timely manner. Required information includes:

- Scaled site plan showing site dimensions, elevation view, distance to trees, etc.;
- Pole load analysis and foundation design, if applicable;
- Owner information including MLA number;
- Contractor information including license#; and
- Specific information related to the type of work.

Exhibits

Exhibit A – Proposed Code Amendments
 Exhibit B – Draft Master License Agreement
 Exhibit C – Draft Design Standards
 Exhibit D – Draft Permit Application
 Exhibit E – Historical District Boundary

Chapter 14-0-0
SMALL WIRELESS FACILITIES IN THE PUBLIC RIGHT OF WAY

14-0-1: DECLARATION OF PURPOSE AND INTENT:

14-0-2: DEFINITIONS:

14-0-3: ORDERS, RULES AND REGULATIONS:

14-0-4: MASTER LICENSE AGREEMENT REQUIRED:

14-0-5: PERMIT REQUIRED:

14-0-6: APPLICATIONS:

14-0-7: COMPENSATION:

14-0-8: OTHER REQUIREMENTS:

14-0-9: ENFORCEMENT AND REMEDIES:

14-0-1: DECLARATION OF PURPOSE AND INTENT:

A. **Purpose:** The purpose of this chapter is to establish requirements for the siting and use of small wireless facilities in the public right of ways in a manner that facilitates the delivery of wireless services within the City, while minimizing associated adverse impacts. The goals of this chapter are to:

1. Provide for the managed development and installation, maintenance, modification, and removal of wireless services infrastructure in the City to provide adequate wireless communications coverage, without discriminating against wireless providers of functionally equivalent services including all of those who install, maintain, and operate wireless facilities.
2. Promote and protect the public health, safety, and welfare, while also protecting aesthetic values, by reducing the visibility of wireless facilities and structures to the fullest extent possible through techniques including but not limited to camouflage/concealment, design techniques, and undergrounding of wireless facilities and the equipment associated therewith, where appropriate.
3. Encourage the deployment of smaller, less intrusive wireless facilities to supplement existing telecommunications facilities.
4. Encourage owners and users of wireless facilities and structures to locate them, to the extent possible, where the adverse impact on the community is minimized.
5. Enhance the ability of wireless providers to provide such wireless services to the community quickly, effectively, and efficiently.
6. Effectively manage wireless facilities in the public right of way.

B. **Scope:**

1. This chapter shall provide the basic local scheme for providers of wireless services and systems that require the use of the public right of way, including providers of both the system and service, and those providers of the system only.
2. The requirements set forth in this chapter shall apply to all wireless facilities and structures located within the public right of way, and to all applications to locate or modify wireless facilities and structures within City public right of way. This chapter shall apply to all future wireless providers.
3. The activities regulated by this chapter are subject to terms of the Small Wireless Facilities Deployment Act, Utah Code title 54, chapter 21, as amended.

C. **Excluded Activity:** This chapter shall not apply to video service systems, wireline services, or macro wireless facilities.

14-0-2: DEFINITIONS:

ADA. Americans with Disabilities Act of 1990, 42 USC section 12101 et seq., as amended.

ANTENNA. Is defined in Utah Code section 54-21-101(1), as amended.

APPLICANT. A wireless provider who submits an application to PCMC pursuant to the terms of this Ordinance and the Master License Agreement.

APPLICATION. Is defined in Utah Code section 54-21-101(5), as amended.

CITY. Park City Municipal Corporation.

CITY ENGINEER. The City Engineer, or authorized representative.

COLLOCATE. Is defined in Utah Code section 54-21-101(11) as amended.

DESIGN STANDARDS. The Design Standards: Small Wireless Facilities within the Public Right of Way approved by City Council.

FCC. The Federal Communications Commission of the United States.

GROSS REVENUE. The same meaning as gross receipts from telecommunication services as defined in Utah Code section 10-1-402, as amended, as applied to the revenue of a wireless provider.

MACRO WIRELESS FACILITY. Antenna mounted on a tower or similar structure that is not a small wireless facility or a micro wireless facility. A macro wireless facility is not permitted in the public right of way unless required by Federal law.

MASTER LICENSE AGREEMENT. An agreement between a wireless provider and the City that sets forth the general terms and conditions pursuant to which the wireless provider may install and operate wireless facilities in the public way.

MICRO WIRELESS FACILITY. Is defined in Utah Code section 54-21-101(21), as amended.

PERMIT. An approved Application issued under this title for construction, excavation or other work in, or obstruction of, the public right of way. The written authorization the City requires for a wireless provider to perform an action or initiate, continue, or complete a project, subject to the terms of this chapter and a master license agreement. Other permits, including without limitation, a building permit and traffic control permit, may also be required.

PERSON. Means and includes any natural person, partnership, firm, association, public utility company, corporation, company, organization, or entity of any kind.

PUBLIC RIGHT OF WAY. For purposes of this chapter, all public rights-of-way, pathways, walkways and sidewalks, public streets, public roads, public highways, public alleys, and public drainageways including the surface, subsurface and above surface space, now or hereafter existing as such within the City. It does not, however, include utility easements not within public ways of the City and Federal interstate highways or fixed guideways as defined in Utah Code section 59-12-102.

SMALL WIRELESS FACILITY. Is defined in Utah Code section 54-21-101(25), as amended.

STRUCTURE. A utility pole or a wireless support structure.

TELECOMMUNICATIONS. The transmission, between or among points specified by the user, of information of the user's choosing (e.g., data, video, and voice) without change in the form or content of the information sent and received.

UTILITY POLE. For purposes of this chapter, a pole or similar structure that is in a public way and is or may be used for: wireline communications, electric distribution, lighting, traffic control, signage, or the collocation of a small wireless facility. Utility pole does not include a wireless support structure, a structure that supports electric transmission lines, or electric power poles owned by the City or by an interlocal entity.

WIRELESS FACILITY. Is defined in Utah Code section 54-21-101(29), as amended.

WIRELESS PROVIDER. A person that provides wireless services to customers, and/or builds or installs wireless facilities.

WIRELESS SERVICE. Is defined in Utah Code section 54-21-101(32), as amended.

WIRELESS SUPPORT STRUCTURE. Is defined in Utah Code section 54-21-101(34), as amended.

14-0-3: ORDERS, RULES AND REGULATIONS

In addition to the requirements set forth in this chapter, the City may adopt such orders, rules and regulations which are reasonably necessary to accomplish the purposes of this chapter and are consistent herewith.

14-0-4: MASTER LICENSE AGREEMENT REQUIRED:

- A. Any wireless provider desiring to install, repair, maintain, remove and replace wireless facilities in the public way shall first enter into a master license agreement with the City.
- B. The City is empowered and authorized to grant nonexclusive master license agreements on a nondiscriminatory basis, governing the installation, operation, use and maintenance of wireless facilities in the City's public way in accordance with the provisions of this section.
- C. The City shall grant a master license agreement to a wireless provider subject to the approval of the City Attorney and City Manager. The wireless provider requesting the master license agreement shall execute the authorized master license agreement within 30 days of approval by City Manager and City Attorney. If the master license agreement is not executed within 30 days then any and all applications from the wireless provider shall be denied. All master license agreements shall be substantially in the same form, and any amendment or material change thereof will require approval of City Council.
- D. The term of a master license agreement may be renewed at the discretion of the City if the wireless provider is in compliance with the master license agreement and all applicable laws, rules, and regulations, including this chapter.
- E. Before offering or providing any wireless services pursuant to the master license agreement, a wireless provider shall obtain all other regulatory approvals, permits, authorizations or licenses for the offering or providing of such services from the appropriate Federal, State, and local authorities, if required, and, upon request of the City, shall submit to the City evidence of the same, such as a license from the FCC or certificate from the State Public Service Commission.
- F. The grant of a master license agreement will not excuse the wireless provider from obtaining:
(1) any permit or other authorization required to engage in or carry on any business within the City as required by the laws, rules, and regulations of the City, (2) any other permit, agreement or authorization required in connection with the use of property or facilities owned by third parties, or (3) any other permit or authorization required in connection with excavating or performing other work in or along the public way.
- G. Wireless provider shall comply with all applicable Federal, State, and City laws, rules and regulations, including those of the FCC, National Environmental Protections Act, and the National Historic Preservation Act.

- H. A master license agreement shall not convey title, equitable or legal, in the public right of way. A master license agreement is the right to occupy the public right of way on a nonexclusive basis for the limited purposes and time period stated in the agreement.
- I. A master license agreement granted pursuant to this chapter shall contain appropriate provisions for enforcement, compensation, and protection of the public, consistent with the other provisions of this chapter, including, but not limited to, defining events of default, procedures for accessing the bond, and rights of termination or revocation.

14-0-5: PERMIT REQUIRED:

Except as otherwise provided by applicable law, any wireless provider desiring to install a small wireless facility in the public way shall first submit an application for and obtain a permit for such work pursuant to 14-0-6 of this title, as amended. The City will not provide a permit to a wireless provider until the wireless provider and City have first entered into a master license agreement. If a wireless provider authorizes another person as a designee to act on behalf of the wireless provider to perform any activity contemplated by this chapter, such wireless provider shall be responsible for such designee in connection with the responsibilities of this chapter, and shall be responsible under this chapter and pursuant to the conditions of the permit as if it were the designee.

14-0-6: APPLICATIONS:

- A. **Application Fee:** In order to offset the cost to the City to review applications, a wireless provider shall pay to City a non-refundable application fee for a permit to work in the public right of way for the installation or modification of a wireless facility. The cost of such application is set forth on the City's consolidated fee schedule.
- B. **Form Of Application:** The application for a permit shall be made available online, and is only subject to change by approval by City Manager and City Attorney. The wireless provider shall designate the purpose of the permit and the location and type and location of the installation or modification.
- C. **Avoiding Redundant Submittals:** The City Engineer may allow a wireless provider to maintain on file with the Engineering Department any documentation that would otherwise be required for each individual application, such as basic wireless facility design documents and pole load analyses. The wireless provider must update any such information as necessary to keep it current.

14-0-7: COMPENSATION:

- A. **Collocation Rate:** A wireless provider shall pay to City an annual fee for each collocation on a City owned utility pole as set forth on the City's consolidated fee schedule.

- B. **Annual Rate:** A wireless provider shall pay to City an annual fee to use or occupy the public right of way, as set forth on the City's consolidated fee schedule unless otherwise provided by applicable law.
1. In consideration for a wireless provider's right to use or occupy the public right of way as described herein, a wireless provider shall pay to the City an annual amount as set forth on the City's consolidated fee schedule.
 2. With the payment of each annual public way rate, a wireless provider shall include a report describing gross revenue upon which the rate is calculated and a description, of reasonable specificity, of the small wireless facilities which have generated the revenue upon which the rate is based. Such report shall include such information related to such payment as the City may reasonably request. The records of the wireless provider pertaining to the reports and payment required by this chapter, including but not limited to any records deemed necessary or useful by the City to calculate or confirm gross revenue, and all other records of the wireless provider reasonably required by City to assure compliance by the wireless provider with the terms of this chapter shall be open to inspection by the City and its duly authorized representatives upon reasonable notice at all reasonable business hours of the wireless provider.
- C. **Other Fees:** A wireless provider shall pay all other applicable fees established by City, specifically including but not limited to permit fees and business license fees.

14-0-8: OTHER REQUIREMENTS:

- A. **Design Standards:** The design and location of the wireless facility and utility pole or support structure shall comply with the design standards adopted by the City.
- B. **Undergrounding:** A City may require a wireless facility to be placed underground as permitted by Utah Code section 54-21-207, as amended.
- C. **Insurance And Bonding:** A wireless provider will be responsible for carrying and maintaining insurance and bonds as may be required in the master license agreement or otherwise by the City and in connection with obtaining a permit.
- D. **Indemnity:** A wireless provider shall indemnify, save harmless, and defend City, its officers and employees, from and against all losses, claims, counterclaims, demands, actions, damages, costs, charges, and causes of action of every kind or character, including attorneys' fees, arising out of or in connection with such provider's wireless facilities or use of the public right of way, unless and to the extent caused by the City's negligence.
- E. **Compliance with Law:** All wireless facilities must at all times comply with all applicable Federal, State, and local Building Codes and Safety Codes and regulations. To the extent this chapter conflicts with other provisions of City ordinances, this chapter shall control. All wireless facilities and structures shall be constructed and installed to manufacturer's

specifications. Provider shall obtain one or more FCC licenses, as required by the FCC, to operate its wireless facilities.

- F. **Additional Requirements:** Wireless facilities will be subject to any additional requirements set forth in the applicable master license agreement, design standards, application, and permit.

14-0-9: ENFORCEMENT AND REMEDIES:

- A. **Enforcement:** The City is responsible for enforcing and administering this chapter, and the City or its designee is authorized to give any notice required by law or under any master license agreement, design standards, application, or permit. Failure of City to require performance of any term in this chapter or the waiver by either party of breach hereof shall not prevent subsequent enforcement of that term and shall not be deemed a waiver of any subsequent breach.

B. **Removal of Wireless Facilities:**

1. In the event: a) the use of a wireless facility is discontinued for a continuous period of twelve (12) months, b) the term of the applicable master license agreement has expired, or c) any wireless facility or structure has been installed in the public right of way without complying with the requirements of this chapter, and the respective wireless facilities have not been removed by the wireless provider within thirty (30) days of any such event, such wireless provider shall be deemed to have abandoned such wireless facility.
 2. If any wireless facility is deemed abandoned, the wireless provider shall remove its wireless facilities and structures within thirty (30) days of the City's notice of such abandonment and shall repair and restore the public way to a similar or better condition than at the time of the installation. Failure to do so may result in the City's removal of the facilities and structures at the wireless provider's cost. The City shall have the right to inspect and approve the condition of the public right of way, wireless facilities, and structures prior to and after removal. The liability, indemnity and insurance provisions of this chapter and any security required of a wireless provider shall continue in full force and effect during the period of removal and until full compliance by a provider with the terms and conditions of this section.
- D. **Default:** If a wireless provider defaults under any provision of this chapter and such default is not cured within thirty (30) days following notice by City to wireless provider of its default, or such longer cure period as permitted by City, City shall maintain all its rights and remedies, at law and in equity, including the ability to charge fines, recover fees and costs, and remove the wireless facilities. Without limitation, City may:
1. Fine the violating party one hundred dollars (\$100.00) per day per violation until the violation is cured;
 2. Terminate or suspend any permit, or master license agreement held by the violating party; and

3. Withhold issuing any new permits to the violating party.

If the violation is not cured within thirty (30) days, or such longer cure period as may be permitted by City, City may use bond to remove and impound the wireless facilities at the expense of the violating party until the violation has been cured.

**MASTER LICENSE AGREEMENT FOR
SMALL WIRELESS FACILITIES IN PUBLIC RIGHT OF WAY**

This License Agreement For Wireless Facilities in the Public Right of Way (“Agreement”) is made and entered into as of the Effective Date by and between PARK CITY MUNICIPAL CORPORATION (“Licensor” or “City”) and _____, LLC, a Delaware limited liability company (“Licensee” or “Wireless Provider”).

RECITALS

WHEREAS, any capitalized terms in this Agreement shall have the meaning ascribed to them in Section 1.

WHEREAS, Licensee seeks to attach Wireless Facilities to certain Structures and to utilize certain Infrastructure in the public right of way upon the terms and conditions set forth below;

WHEREAS, Licensor is willing to accommodate Licensee’s non-exclusive use of such Structures and Infrastructure in accordance with Laws and the terms and conditions of this Agreement; and

WHEREAS, Licensee will abide by and ensure all applications and infrastructure are consistent with the “Design Standards: Small Wireless Facilities Within the Public Right-of-Way,” the applicable City ordinance, and the Application to be approved by City Council of Park City Municipal Corporation concurrently with this Agreement;

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, receipt of which is hereby conclusively acknowledged, the Parties agree as follows:

1. DEFINED TERMS

As used herein, the following capitalized terms in the Agreement have the meaning ascribed to them below.

“Abandon” means to permanently relinquish ownership of a Structure and/or Infrastructure in its then existing location.

“Affiliate” means any entity that controls, is controlled by, or is under common control with a Party.

“Agreement Initial Term” means an initial term of ten (10) years.

“Annual Term” means a term of one (1) year.

“Application” means an application by Licensee to use a Permitted Site in the form attached as Exhibit 2.

“Approved Licensor Work Cost Estimate” means Licensee’s written approval of a Licensor Work Cost Estimate.

“Casualty Event” means any casualty, fire, act of God, or other harm affecting a Structure and/or Infrastructure licensed in whole or in part to Licensee pursuant to a Permit.

“Commencement Date” means the first day of the month following the day Licensee commences installation of the Wireless Facility at a particular location under a Permit.

“Days” means calendar days. If deadline or other date falls on a non-business day (including weekends, holidays recognized by the federal government, and holidays recognized by the state where the Structure is located), that date shall be extended to the next business day.

“Default” means the failure by a Party to perform any material term of condition of this Agreement where such failure continues for a period of more than thirty (30) days after receipt of written notice from the other Party of such failure identified with reasonable specificity as to the material term or condition of this Agreement which the Party is alleged to have failed to perform Notwithstanding the foregoing, no Default will be deemed to exist if a Party has commenced to cure the alleged failure to perform within

such thirty (30) day period, and thereafter such efforts are prosecuted to completion with reasonable diligence. Delay in curing an alleged failure to perform will be excused if due to causes beyond the reasonable control of the Party against whom the failure to perform has been alleged.

“Effective Date” means the latest date in the signature blocks in the Agreement.

“Emergency” means a situation in which there is an imminent threat of injury to person or property, or loss of life.

“Event of Force Majeure” means any act of God, strike, civil riot, fire, flood, material or labor shortage, restriction by governmental authority, and any other cause not within the reasonable control of the Party whose performance is required under the Agreement.

“FCC” means the Federal Communications Commission.

“Fee” means payment to Licensor by Licensee.

“Infrastructure” means any and all forms of existing power supply, conduit, or other form of infrastructure fixtures or equipment for the delivery of power or communication services to a Structure or otherwise located in the public right of way or other location controlled or owned by Licensor.

“Interference” means any material and adverse physical obstruction or impairment with the radio signals or operation of Licensee’s Wireless Facility utilizing a Structure or Infrastructure authorized to be used by Licensee pursuant to Permit.

“Laws” means all federal, state and local laws, orders, rules and regulations applicable to Licensee’s use of the Wireless Facility on the Structure and/or Infrastructure and Licensor’s ownership and use of the Structure, Infrastructure and any other improvements or equipment in the public right of way, as the case may be.

“Licensee Indemnitees” means Licensee, its employees, affiliates, officers, directors, successors and assigns.

“Licensor Indemnitees” means Licensor, its officers, officials, employees, and volunteers.

“New Law” means any legislative, regulatory, judicial, or other action affecting the rights or obligations of the Parties, or establishing rates, terms or conditions for the construction, operation, maintenance, repair or replacement of Wireless Facility on public infrastructure or in the right-of-way, that differ, in any material respect from the rates, terms or conditions of the Agreement.

“Parties” means Licensor and Licensee collectively.

“Party” means individually Licensor and Licensee.

“Permit” means the Permit attached as Exhibit 3.

“Permitted Site” means the areas approved for Licensee’s Permitted Use as described or depicted in a Permit.

“Permitted Use” means the transmission and reception of communications signals, and the installation, construction, modification, maintenance, operation, repair, replacement and upgrade of the Wireless Facility necessary for the successful and secure use of the Licensor’s Structures and Infrastructure.

“Person” or “Persons” means any person or entity;

“Pre-Approved Wireless Facility” means any Wireless Facility design for Licensee’s use of a Structure and/or Infrastructure which has been approved in writing by Licensor.

“Public Improvement Project” means any construction or expansion of roads, streets, sidewalks, curbs, gutters, storm drainage facilities, sewer lines, water utility lines or other capital improvement project within Licensor’s jurisdiction undertaken by or on behalf of Licensor. Public Improvement Project does not include work undertaken for the benefit of a non-governmental entity, even if such work is performed by Licensor.

“Relocation Notice” means a written notice delivered to Licensee at least ninety (90) days prior to the date of Licensor’s desired relocation deadline.

“RF” means radio frequency.

“Structure” means street light poles that are not part of or located in an intersection.

“Technical Grounds” means, in light of prevailing industry engineering standards, reasons of insufficiency of capacity, safety, reliability and/or generally applicable engineering purposes consistent with applicable Laws.

“Term” means the Agreement Initial Term and any renewal terms exercised pursuant to Section 3.1 of the Agreement.

“Wireless Facility” means equipment at a fixed location that enables wireless communication between user equipment and a communications network, including equipment associated with wireless communications; and regardless of the technological configuration, a radio transceiver, an antenna, a coaxial or fiber-optic cable, a regular or backup power supply, or comparable equipment.

2. GRANT OF LICENSE

2.1 Grant of License. To the extent not already governed by Laws, Licensor hereby grants Licensee a license for Licensee’s use of the Permitted Site as necessary to utilize, replace, or upgrade Licensor’s Structures and Infrastructure, as provided herein and as provided in the individual Permit signed by the Parties pursuant to this Agreement. The license granted herein is revocable only in accordance with the terms and conditions of this Agreement. No use of Licensor’s Structures or Infrastructure under this Agreement shall create or vest in Licensee any ownership or property rights in such Structures or Infrastructure. Nothing in this Agreement grants Licensee the right to make any Wireless Facility, or to install other facilities, including Wireless Facilities, that do not conform to this Agreement.

2.2. Permitted Use. Licensee may use Licensor’s Structures and Infrastructure for the Permitted Use, subject to the terms and conditions of this Agreement.

3. TERM

3.1 Agreement Term. This Agreement shall commence as of the Effective Date, and remains in full force and effect for the Agreement Initial Term, unless terminated sooner in accordance with the terms of this Agreement. The Agreement Initial Term will automatically renew for up to three (3) successive five (5) year renewal terms, unless Licensee provides Licensor written notice of termination at least sixty (60) days prior to the expiration of the Agreement Initial Term or the then applicable renewal term, as the case may be. This Agreement may otherwise be lawfully terminated if City finds (i) a violation of this Agreement, or (ii) a threat to the public health, safety, or welfare.

3.2 Permit Term. A Permit is valid for the duration of the Master License Agreement between the Licensee and Licensor. A Permit may be terminated by Licensor if the Licensor (i) terminates the Master License Agreement; (ii) finds a violation of the Master License Agreement, Application, or local, state, or federal law; (iii) determines the presence of the Wireless Facility described in the Permit creates a threat to the public health, safety, or welfare; (iv) changes the zoning classification of the Permitted area; (v) determines the Permit is not compliant with any New Law; (vi) desires to relocate a Wireless Facility in accordance with Section 9 of this Agreement; (vii) determines a Wireless Facility has been abandoned in accordance with Section 9 of this Agreement or (viii) is no longer required to allow Wireless Facilities in the public right of way. A Licensee may terminate a Permit at will in accordance with Section 12 of this Agreement.

4. CHARGES, BILLING AND PAYMENT

4.1 Fees. Licensee shall pay to Licensor, an Application Fee, an Annual Fee, and a Collocation Fee if applicable for each Wireless Facility as required in City Code [enter section 14-0-6 and 14-0-7].

4.2 Timing of Payment. Licensee shall make the first payment of the Application Fee upon submission of the Application. Annual and Collocation Fees are due within thirty (30) days of Licensee's receipt of Permit. Thereafter, any fees due shall be paid on or before each anniversary of the receipt of Permit.

4.3 Billing and Payment Generally. All bills and other requests for payment to Licensor under this Agreement (other than the payment of the Fee) shall be presented in writing to Licensee and accompanied with reasonable substantiation of the costs incurred by Licensor. Properly presented invoices shall be paid by Licensee within thirty (30) days of receipt of invoice accompanied by such substantiation. All charges payable under this Agreement shall be billed by Licensor within one (1) year from the end of the calendar year in which the charges were incurred. Any charges beyond such period shall not be billed by Licensor, and shall not be payable by Licensee.

5. APPLICATION AND PERMIT

5.1 Application. Before installing any new or additional small Wireless Facility onto any Structure or utilizing any Infrastructure, Licensee shall apply for a Permit from Licensor using an Application in the form attached as Exhibit 1.

5.2 Processing of Application. Unless Laws provide otherwise, Licensor will take reasonable steps to notify Licensee of the specific deficiencies in any Application within twenty (20) days of its submission, and Licensor will take reasonable steps to approve or reject each Application within forty-five (45) days of its submission. Licensor may deny an application for any reason consistent with State and Federal Law. Licensor may, on Technical Grounds, deny all or part of an Application, or limit the number and/or technical characteristics (*e.g.*, weight or size) of any Wireless facility on any Structure or Infrastructure. In the event of rejection on Technical Grounds of an Application, Licensor shall provide a written explanation to Licensee of the basis for the rejection. In the event that Licensor approves Licensee's Application, then the Parties shall promptly proceed in good faith to sign and deliver a Permit for the Wireless Facility in the form attached as Exhibit 2 fully consistent with Licensor's approval of the Application.

5.3 Consolidated Application. For small cell networks involving Wireless Facilities that are substantially similar in design on multiple Structures and/or Infrastructure, Licensee may, in its discretion, file a consolidated application for utilization of multiple Structures and Infrastructure not to exceed 20 total sites, and upon approval by Licensor, the parties shall issue a separate Permit for each approved Structure and/or Infrastructure location. Licensee may submit no more than one consolidated application, or no more than 20 singular applications every 30 days.

5.4 Modifications and Replacements. Licensee must submit a new Application, to modify or replace all or a portion of the Wireless Facility.

5.5 Pre-Approved Wireless Facilities. Once a Wireless Facility design has become a Pre-Approved Wireless Facility for Licensee's use of a Structure and/or Infrastructure, then Licensee shall be allowed to install a Wireless Facility using any such Pre-Approved Wireless Facility without further land use review or approval by Licensor, subject to space and structural capacity and loading review by Licensor during the Application processing and building permit review processes. All other municipal reviews and approvals, including the execution of a Permit, building permits and right of way/encroachment permits, shall apply to the installation of any Pre-Approved Wireless Facility.

6. GENERAL LICENSEE OBLIGATIONS

6.1 Technical Requirements and Specifications. At its own expense, Licensee shall erect, install, repair and maintain its Wireless Facilities in safe condition and good repair in accordance with this Agreement, the Design Standards, Application, Permit, and any other local, state, or federal law or regulation.

6.2 Costs To Rearrange/Adjust Third Party Facilities. If a Person, other than Licensor, must rearrange or adjust any of its facilities to accommodate a new Wireless Facility, Licensee shall coordinate such activity at Licensee's sole expense.

6.2 No Liens. Licensee will not allow the placement of any lien with respect to any Structure or Infrastructure or other Licensor property or facility resulting from any work performed by or on behalf of Licensee pursuant to this Agreement, or any act or claim against Licensee or any of its contractors, agents, or customers. Licensee will, at its sole expense, promptly bond or otherwise discharge any such lien within thirty (30) days of the lien being placed on the Structure or Infrastructure.

6.3 Worker Qualifications; Responsibility for Agents and Contractors. Each Party shall ensure that its employees, agents or contractors which perform work in furtherance of this Agreement are adequately trained and skilled to access Structures and Infrastructure in accordance with all applicable industry and governmental standards and regulations.

7. UTILITIES. Licensee shall be solely responsible for arrangement and payment for electric service necessary in connection with Wireless Facilities. provided, however, that if Licensee and Licensor agree to utilize Licensor's electrical service serving Licensor's Structure or Infrastructure for a particular Wireless Facility, then commencing on the first (1st) day of the month following the date that Licensee first utilizes Licensor's electrical service to provide power for the Wireless Facility, Licensee shall pay to Licensor a flat utility usage fee estimate of _____ Dollars (\$_____) per month until such use is discontinued by Licensee. Licensee shall pay Licensor the difference between the flat utility usage fee estimate and the actual utility cost incurred by the Licensor, as invoiced by Licensor in accordance with Section 3.3 of this Agreement.

8. OPERATION AND MAINTENANCE

8.1. RF Emissions. Licensee's operation of its Wireless Facilities shall comply with all FCC regulations regarding RF emissions and exposure limitations. Licensee is allowed to install signage as long as it complies with the City's Sign Code, and other mitigation such as a power cut-off switch on Structures, to allow workers to avoid excess exposure to RF emissions. Except in an Emergency, Licensor's authorized field personnel will contact Licensee's designated point of contact with reasonable advance notice, but in no event less than one (1) business day in advance, to inform Licensee of the need for a temporary power-shut-down. In the event of an unplanned outage or cut-off of power or an Emergency, the power-down will be with such advance notice as practicable. Once the work has been completed and the worker(s) have departed the exposure area, the Party who accomplished the power-down shall restore power and inform Licensee as soon as possible that power has been restored. The Parties acknowledge that they understand the vital nature of Licensee's Wireless Facilities and agree to limit the frequency of power-downs and to restore power as promptly as reasonably possible.

8.2 Interference.

(a) Licensee shall operate its Wireless Facilities in compliance with all FCC regulations regarding Interference with the radio signal transmissions of Licensor and other third parties in or upon a Structure, provided such transmissions are operated in compliance with Laws.

(b) Licensor will not, nor will Licensor knowingly permit its employees, tenants, licensees, invitees, agents or independent contractors to cause Interference with Licensee's existing Wireless Facilities, Licensee's use of the Structure or Infrastructure, or Licensee's ability to comply with the terms and conditions of this Agreement. If Licensee reasonably determines that Interference is occurring, then Licensor will meet and confer with Licensee within thirty (30) days of Licensor's receipt of notice of Interference from Licensee, and otherwise diligently work in good faith with Licensee to

determine the cause of the Interference and to develop reasonable solutions to resolve the Interference in a mutually acceptable manner.

9. RELOCATION AND ABANDONMENT

9.1 Relocation for Public Improvement Projects. In the event Licensor desires to replace, relocate, modify, demolish, or in any way alter the Structure and/or Infrastructure in connection with a Public Improvement Project, in a manner likely to cause Interference with Licensee's Wireless Facility, Licensor shall have the right to cause Licensee to relocate the Wireless Facility subject to the terms and conditions set forth herein; provided, however, Licensor shall use reasonable efforts to fully accommodate Licensee's continuing use of the Structure and/or Infrastructure as the case may be, without relocation if it is reasonably possible to do so. Licensee assumes all risk and costs of relocation when submitting an Application and using the public right of way for Wireless Facilities.

(a) Relocation. If Licensor's Public Improvement Project requires Licensee to relocate its Wireless Facility from all or any portion of the Structure and/or Infrastructure, Licensor shall have the right to require Licensee to relocate the Permitted Site upon the following terms and conditions: (i) Licensor shall deliver to Licensee a Relocation Notice to relocate the Wireless Facility; (ii) Licensor shall identify a suitable Relocation Licensed Space to reasonably ensure that the Relocation Licensed Space provides substantially similar signal coverage for the Wireless Facility as that of the Permitted Site being relocated; (iii) such relocation will be performed exclusively by Licensee with costs allocated in accordance with Laws; (iv) Licensee shall have ninety (90) days from receipt of Relocation Notice to relocate the Wireless Facility (v) Licensee shall have the right to operate a temporary cell site if feasible in a mutually agreeable location in the vicinity of the Permitted Site during such relocation with no additional fee due to Licensor; and (vi) the applicable Fee for the Permit shall not abate, provided such temporary cell site is available to Licensee. Licensee shall not be required to pay any additional application, review or other Licensor fees in connection with any relocation initiated by Licensor. If in Licensee's reasonable judgment no suitable Relocation location can be found, then Licensee shall have the right to terminate the applicable Permit for which Licensor is requiring relocation upon written notice to Licensor, and without penalty or further obligation.

(b) Relocation In The Event of An Emergency. Notwithstanding Section 9.1(a) above, in the event of an Emergency, Licensor will endeavor to provide as much notice to Licensee for the relocation of the Wireless Facility as warranted by the circumstances pertaining to the Emergency.

9.2 Abandonment. If Licensor determines to Abandon any Structure and/or Infrastructure and Licensor so determines that the Structure and/or Infrastructure does not need to be permanently removed for reasons of public safety or security, then Licensor shall give Licensee at least thirty (30) days' prior written notice of Licensor's intent to Abandon the Structure or Infrastructure, as the case may be. Within such time, Licensee may either: (a) remove or otherwise dispose of its Wireless Facilities at which time the Permit shall automatically terminate without further liability to Licensee, or (b) provide written notice to Licensor within thirty (30) days that Licensee desires to acquire the Structure and/or Infrastructure on terms mutually agreeable to the Parties. If Licensee sends timely written notice to Licensor as authorized in the preceding sentence, the Parties shall reasonably negotiate the terms of Licensee's acquisition of the Structure and/or Infrastructure during the remaining time before Licensor abandons the same. If the Parties are unable to agree upon terms for Licensee's acquisition of the Structure and/or Infrastructure identified in Licensor's notice of intent to Abandon before the date of intended abandonment (or any extended time period as authorized by Licensor in writing) the Permit shall terminate and Licensee shall remove or otherwise dispose of its Wireless Facilities at the Permitted Site.

10. INSURANCE AND BOND

10.1 Certificate of Insurance. Licensee shall at its sole expense maintain the insurance coverage and limits required by this Section during the Term of this Agreement. Licensee agrees to procure the required insurance from an insurance company having and maintaining an A.M. Best rating of at least A VII and deliver to a Licensor a Certificate of Insurance evidencing the types of insurance and policy limits required.

10.2 Required Insurance.

(a) Workers' Compensation and Employer's Liability insurance, as required by statute, with Employer's Liability limits of \$1,000,000 each accident, \$1,000,000 by disease policy limits, and \$1,000,000 by disease each employee. To the extent allowed by law, the policy must include a blanket waiver of subrogation in favor of Licensors.

(b) Commercial General Liability insurance written on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing equivalent coverage, with limits of:

\$3,000,000 General Aggregate Limit

\$2,000,000 Each Occurrence

\$2,000,000 Each Occurrence - Personal Injury

\$2,000,000 Products/Completed Operations Aggregate Limit

The required Commercial General Liability policy must include Licensors as an additional insured on a primary and non-contributory basis and a waiver of subrogation in favor of Licensors.

(c) Business Automobile Liability insurance with limits of \$1,000,000 Combined Single Limit for each Accident for Bodily Injury and Property Damage, extending to all company owned, leased, and non-owned vehicles.

10.3 Notice of Cancellation. Licensee may meet the required insurance coverage and limits with any combination of primary and umbrella/excess liability insurance. Licensee shall provide at least thirty (30) days advance written notice of cancellation or non-renewal of any required insurance that is not replaced. Notwithstanding the foregoing, Licensee may self-insure the required insurance under the same terms and conditions as outlined above.

10.4 Compliance Bond. Upon approval of the application, the Licensee shall be required to post a bond in the amount of \$50,000 for each Wireless Facility, such bond to be held and maintained during the entire period of Licensee's operation of each Wireless Facility in the City, as a guarantee of compliance with this Agreement, the City's Ordinance, Permit and all other local, state, and federal requirements. This bond may be used for any costs incurred by the Licensors to cure Licensee's non-compliance.

11. INDEMNIFICATION

11.1 Indemnification By Licensee. To the extent permitted by law, Licensee shall indemnify, hold harmless and, at Licensors' sole option, defend Licensors Indemnitees, and each of them, from and against any and all liabilities, damages or claims for damage, including but not limited to all actual and reasonable costs, attorneys' fees, and other charges and expenditures that Licensors Indemnitees, or any of them, may incur, asserted by third parties against Licensors Indemnitees, or any of them, by reason of the installation, operation, use, repair, or removal of small wireless facilities or breach of the terms of this Agreement by Licensee, including acts or omissions by its agents, contractors, or subcontractors, except to the extent that such liabilities, damages or claims are a result of the negligence or willful misconduct of Licensors Indemnitees, or any of them. Licensee further agrees to defend, hold harmless and fully indemnify Licensors Indemnitees from (i) any claim, action, or proceeding brought against the Licensors Indemnitees to attack, set aside, void, or annul any such approval of the Licensors Indemnitees or (ii) a successful legal action brought against the Licensors Indemnitees for loss of property value, personal injury, or other harm caused by the placement or operation of a small cell installation. This indemnification shall include, but not be limited to, damages, fees and/or costs awarded against the Licensors Indemnitees, if any, and cost of suit, attorney's fees, and other costs, liabilities and expenses incurred in connection with such proceeding whether incurred by the Licensee, the Licensors Indemnitees and/or the parties initiating or bringing such proceeding. Licensee also agrees to indemnify the Licensors Indemnitees for all of the Licensors indemnitee's costs, fees and damages which the Licensors Indemnitees incur in enforcing the indemnification provisions of this Section.

11.2 Indemnification By Licensor. To the extent permitted by law, and except for the waiver of subrogation granted by Licensee under Section 10.2(a) above, Licensor shall indemnify, hold harmless and, at Licensee's sole option, defend Licensee Indemnitees, and each of them, from and against any and all liabilities, damages or claims for damage, including but not limited to all actual and reasonable costs, attorneys' fees, and other charges and expenditures that Licensee Indemnitees, and any of them, may incur, asserted by third parties against Licensee Indemnitees, or any of them, by reason of the breach of the terms of this Agreement by Licensor, including acts or omissions by its agents, contractors, or subcontractors except to the extent that such liabilities, damages or claims are a result of the negligence or willful misconduct of Licensee Indemnitees, or any of them.

12. DEFAULT AND TERMINATION

12.1 Licensee's Default and Licensor's Remedies. If Licensee does not cure its Default, pursuant to the defined term, then thereafter Licensor may elect any of the following remedies:

- (a) suspend Licensee's access to the Structure or Infrastructure to which the Default pertains;
- (b) terminate the specific Permit(s) or affected portion thereof covering the Structure(s) or Infrastructure to which the Default pertains;
- (c) require Licensee's obligation to which the Default has been declared to be specifically performed;
- (d) use the compliance bond to cure the Default at the expense of the Licensee; or
- (e) maintain an action at law against Licensee for damages directly incurred by Licensor arising directly from Licensee's uncured Default.

12.2 Licensor's Default and Licensee's Remedies. If Licensor does not cure its Default, then thereafter, Licensee may elect to pursue any rights or remedies available to Licensee at law or in equity.

12.3 Voluntary Termination of Permit.

(a) A Permit may be terminated by Licensee for any reason or no reason, and without further liability to Licensee, at any time prior to the Commencement Date effective upon written notice to Licensor.

(b) A Permit may be terminated by Licensee after the Commencement Date for any reason or no reason, and such termination shall be effective following thirty (30) days' written notice to Licensor and the removal of the Wireless Facility and Licensee's payment to Licensor of a termination fee equal Twenty-Five Percent (25%) of the Fee, at the then-current rate. Notwithstanding the foregoing, no such termination fee will be payable on account of the termination of a Permit by Licensee under any termination provision contained in any other Section of this Agreement, including the following: Section 9.1, 9.2, 12.2, 12.3(a) or 13. Additionally, in the event Licensee has paid a Fee to Licensor for the use of the Permitted Site, then Licensor shall have the right to retain the Fee without refund or other credit to Licensee.

(c) Upon termination of any Permit, Licensee shall restore the Structure and/or Infrastructure to the original condition, excluding normal wear and tear.

13. CASUALTY. In the event of damage to a Structure and/or Infrastructure due to a Casualty Event that cannot reasonably be expected to be repaired within forty-five (45) days following such Casualty Event or which Licensor elects not to repair, or if such Casualty Event can reasonably be expected to disrupt Licensee's operations on the Structure and/or Infrastructure, for more than forty-five (45) days, then Licensee may elect from among the following alternatives at any time following such Casualty Event: (i) terminate the applicable Permit or affected portion thereof upon fifteen (15) days' written notice to Licensor; (ii) place and operate a temporary facility, if feasible and approved by Licensor, at a mutually agreeable location in the vicinity of and reasonably equivalent to Licensee's current use of the Structure and/or Infrastructure, as the case may be, until such time as the Structure and/or Infrastructure is restored

and the Wireless Facility is returned to full on-air operation in the ordinary course of Licensee's business; or (iii) submit a new Application for an alternate location equivalent to Licensee's current use of the Structure and/or Infrastructure, in which case Licensor shall waive the application fee and transfer all remaining rights to the new Structure and Infrastructure, as the case may be, as long as such relocation was due to a Casualty Event not caused by Licensee. If Licensee elects to terminate the Permit, notice of termination shall cause the applicable Permit or affected portion thereof to terminate with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of the applicable Permit. Licensee will be entitled to collect from its insurer all insurance proceeds payable to Licensee on account thereof, including any portion of any prepaid Fee on a pro rata basis. If Licensee does not elect to terminate the applicable Permit, then the Fee shall fully abate during the period of repair following such Casualty Event until the date that either the temporary facility is placed and operational as provided in (ii) above, or the Wireless Facility is relocated as provided in (iii) above.

14. MISCELLANEOUS PROVISIONS

14.1 Notices. All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Licensee (including invoices): [Name of Company] Attn: [enter] Re: Wireless Facility on Public Structures (City of ____) (____) FA No.: _____ [street name] [city],[state] [zip code]	If to Licensor: _____ _____ _____ _____
With a copy to the [company] Legal Department: [Name of Company] Attn: [enter] Re: Wireless Facility on Public Structures (City of ____) (____) FA No.: _____ [street name] [city],[state] [zip code]	

Contact Number for day to day operation:

Licensor: _____
Licensee: _____

Any Party may change its address or other contact information at any time by giving the other Party, and Persons named above, written notice of said change.

14.2 Force Majeure. Time periods for performance under this Agreement shall be deemed extended day for day for time lost attributable to any delay resulting from any Event of Force Majeure.

14.3 Assignment and Transfer. This Agreement shall be binding upon, and inure to the benefit of, the authorized successors and assigns of the Parties. Except as otherwise provided in this Agreement, neither Party shall assign this Agreement or its rights or obligations to any firm, corporation, individual,

or other entity, without the written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, upon thirty (30) days' written notice, either Party may assign this Agreement or its rights or obligations to (a) an Affiliate or (b) in connection with the sale or other transfer of substantially all of Licensee's assets in the FCC market area where the Structures are located.

14.4 Compliance with Laws. Licensee and Licensors agree to comply with all Federal, State, County, and Local Laws.

14.5 Applicable Law. This Agreement shall be interpreted, construed, and enforced, in accordance with the laws of the state where the Structures are located without regard to its conflict of laws principles, and, where applicable, federal law.

14.6 Alternative Dispute Resolution. If a dispute arises out of or relating to this Agreement or any Permit, or the alleged breach thereof, and if the dispute cannot be settled through negotiation, the Parties agree first to try in good faith to settle the dispute by mediation before resorting to litigation or some other dispute resolution procedure, unless the Parties mutually agree otherwise in writing. The mediator shall be mutually selected by the Parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each Party. All costs and fees required by the mediator shall be split equally by the Parties, otherwise each Party shall bear its own costs of mediation. If mediation fails to resolve the dispute within ninety (90) days after the demand for mediation, either Party may pursue litigation to resolve the dispute. Demand for mediation shall be in writing and delivered to the other Party to this Agreement, and shall be made within a reasonable time after the claim, dispute or other matter in question has arisen.

14.7 Change of Law. Either Party may, upon thirty (30) days' written notice, require that the terms of this Agreement which are affected by any New Law be renegotiated to conform to the New Law on a going forward basis for all existing and new Wireless Facilities. In the event that the Parties are unable to agree upon any new fees, rates, or terms of conditions within ninety (90) days after such notice, then any fees, rates, or terms contained in the New Law shall apply as of the effective date of the New Law forward until the negotiations are completed or a Party obtains a ruling regarding the appropriate conforming terms from a commission or court of competent jurisdiction. Except as provided in the preceding sentence, all terms in the existing Agreement shall remain in effect while the parties are negotiating.

14.8 Exhibits. In the event of any inconsistency between the provisions of this Agreement and any Exhibits attached hereto, the provisions of this Agreement shall supersede the provisions of any such incorporated Exhibits unless such Exhibit specifies otherwise.

14.9 Waiver; Severability. No provision of this Agreement may be waived except in a writing signed by both Parties. The failure of either Party to insist on the strict enforcement of any provision of this Agreement shall not constitute a waiver of any provision. If any portion of this Agreement is found to be unenforceable, the remaining portions shall remain in effect, and the Parties shall begin negotiations for a replacement of the invalid or unenforceable portion.

14.10 Survival. The terms and provisions of this Agreement that by their nature require performance by either Party after the termination or expiration of this Agreement, shall be and remain enforceable notwithstanding such termination or expiration of this Agreement for any reason whatsoever.

14.11 Entire Agreement; Amendments. This Agreement (including the Exhibits hereto) embodies the entire agreement between Licensee and Licensors with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements and understandings, oral or written, with respect thereto. Each Party acknowledges that the other Party has not made any representations other than those contained herein. This Agreement may not be amended or modified orally, but only by an agreement in writing signed by the Party or Parties against whom any waiver, change, amendment, modification, or discharge may be sought to be enforced.

14.12 Execution in Counterparts. This Agreement may be executed in multiple counterparts, including by counterpart facsimiles or scanned email counterpart signature, each of which shall be

deemed an original, and all such counterparts once assembled together shall constitute one integrated instrument.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the Effective Date.

[FULL NAME OF LICENSOR]

[Company Name]

By: [Person name]

Its: [Position]

By:_____

By:_____

Name:_____

Name:_____

Its:_____

Its:_____

Date:_____

Date:_____

EXHIBIT 1

Application

EXHIBIT 2

Permit



Design Standards: Small Wireless Facilities In The Public Right Of Way

Adopted Month/date/year

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1.0 BACKGROUND AND PURPOSE

Pursuant to State of Utah Code Chapter 54.21, effective September 1, 2018, wireless service providers and wireless infrastructure providers are permitted to locate small wireless facilities in the public right-of-way (ROW). This network of low-powered micro antennas provide cellular and data coverage to supplement the provider's macro-cellular network. New small wireless facilities (SWF) will improve the providers' ability to meet current and future consumer cellular and data needs.

These design standards establish design and aesthetic requirements and specifications that all SWF installed within the ROW must meet prior to installation within Park City boundaries. SWFs installed within the ROW are bound to these design standards. Deviations from these standards may be approved if reasonable on a case-by-case basis by Park City prior to installation.

Providers shall consider the aesthetics of the existing street lights and other City infrastructure near proposed SWF locations, with special attention given to the details of neighborhoods with unique streetlight assemblies. Unique assemblies may include mast arms, decorative pole bases, architectural luminaires, mounting heights, pole colors, etc.

There are several different SWF installations that are permitted within Park City that are listed below.

- Attachments to traffic signal poles (Requires UDOT approval)
- Attachments to streetlights
- New freestanding installations (standalone poles)
- Other attachments including but not limited to street signs, kiosks, etc.

Attachments to utility poles and utility lines (if pole is owned by another utility approval from the specific utility will be required)

1.1 DEFINITIONS

For the purposes of this guideline, the following terms shall have the following meanings:

- **ANTENNA:** As defined in City Code Chapter 15-15.
- **APPLICABLE CODES:** The International Building Code (IBC), the International Fire Code, the National Electrical Code (NEC), National Electric Safety Code (NЕСA) as adopted and amended under Utah Code Annotated, title 15A, State Construction and Fire Codes Act.
- **APPLICABLE STANDARDS:** The structural standards for antenna supporting structures and antenna, known as ANSI/TIA-222, from the American National Standards Institute and the Telecommunications Industry Association.
- **APPLICANT:** As defined in City Code Chapter 15-15-28.
- **APPLICATION:** As defined in City Code Chapter 15-15-28 and a request submitted by a wireless provider for a permit to co-locate a small wireless facility in a right-of-way or to install, modify, or replace a utility pole or a wireless support structure.
- **CITY:** Park City or Park City Municipal Corporation.
- **CO-LOCATE:** As defined in City Code Chapter 15-15-28 and to install, mount, maintain, modify, or operate, or replace a small wireless facility on an existing wireless support structure.
- **DESIGN STANDARDS:** these design standards adopted by the City.
- **FCC:** Federal Communications Commission of the United States.
- **HISTORIC DISTRICT OR HISTORIC BUILDING, STRUCTURE, SITE OR OBJECT:** As defined in City Code Chapter 15-15.
- **NIER:** Provider shall submit a Non-Ionizing Radiation Electromagnetic Radiation report certifying that radiation is at safe levels as required by the Federal Communications Committee.
- **PCMC:** Park City Municipal Corporation
- **PERMIT:** Written authorization from the City allowing the provider to perform work pursuant to the installation of a small wireless facility.
- **PROVIDER:** A wireless service provider or wireless infrastructure provider.
- **RIGHT-OF WAY OR ROW:** As defined in City Code Chapter 15-15-28
- **RMP:** Rocky Mountain Power or its successor.
- **RF:** radio frequency.
- **RADIO FREQUENCY CERTIFICATION REPORT:** A report to be prepared by and signed by a qualified professional RF Emissions Engineer to accurately record information about each deployment. The report consists of a RF Emission Certification Template and a RF Location Certification.

- **SMALL WIRELESS FACILITY:** A wireless facility on which each provider's antenna could fit within an enclosure of no more than six (6) cubic feet in volume and for which all related accessory equipment whether mounted on a pole or the ground, is cumulatively no more than twenty eight (28) cubic feet in volume. The following types of associated ancillary equipment are not included in the calculation of equipment volume; electric meter, concealment elements, telecommunications demarcation box, ground-based enclosures, grounding equipment, power transfer switch, cut-off switch, and vertical cable runs for the connection of power and other services.
- **STANDALONE POLE:** A new freestanding pole, sometimes referred to as a monopole, installation for the primary purpose of supporting a small cell. May also be used for lighting or signage as required by the City.
- **UTILITY POLE:** For purposes of these design standards, a utility pole owned by a third-party utility company, such as RMP or CenturyLink.
- **WIRELESS FACILITY:** Equipment at a fixed location that enables wireless communications between user equipment and a communications network, including: (i) equipment associated with wireless communications; and (ii) radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration. Wireless facility includes small wireless facilities. Wireless facility does not include: (i) the structure or improvements on, under, or within which the equipment is collocated; or (ii) wireline backhaul facilities, coaxial or fiber optic cable that is between wireless support structures or utility poles or coaxial, or fiber optic cable that is otherwise not immediately adjacent to or directly associated with an antenna.

2.0 GENERAL STANDARDS

2.1 GENERAL REQUIREMENTS

- Pole shall be located so as not to significantly create a new obstruction to property sight lines. (See Figure 6.6)
- New or replacement poles, including new standalone poles, cannot be located within an area designated for snow storage.
- Poles shall be located at the intersection of property lines, or along secondary property street facing.
- Poles shall be located with appropriate clearance from existing utilities.
- Poles shall be located preferably equidistant from adjacent poles.
- In a single family neighborhood, noise shall be limited to 5dBA above ambient sound, not to exceed 30 dBA as measured at a property line. If the facility does not generate noise, include this information in the submittal so information can be shared with neighborhood. City noise restrictions related to construction apply.
- In order to provide continuity within a neighborhood provider shall consider and provide equipment similar to adjacent existing utility poles, street lights and street furniture of the proposed small cell locations.
- All equipment located within the public ROW shall be located such that it meets ADA requirements and does not obstruct, impede, or hinder usual pedestrian or vehicular travel or interferes with the operation and maintenance of signal lights, signage, street lights, street furniture, fire hydrants, or business district maintenance.
- Small wireless facilities must not bear signage, advertisement, or unnecessary lighting. The City may require safety warnings and contact information.
- Traffic signal poles: Park City does not own or maintain traffic signal poles. Permission to mount a small cell facility in or on a traffic signal pole within City limits will require the provider to obtain approval from the Utah Department of Transportation.
- Utility poles and wood poles: All equipment shall be located on existing poles if allowed by pole owner, and anything not on the pole to be located in a ground mounted utility box. Fiber in conduits shall be flush with the pole.
- Enhanced service area street lights – Replace existing street light with a matching street light. All equipment shall be located inside the pole.

- SWF's shall be located so as not to interfere with normal operation and maintenance of street light or other street appurtenances.
- SWF's shall be designed in a manner that allows City workers and contractors to easily shut off radio signals and power while working on pole. (The City has the right to turn off or disconnect for necessary operations).
- Attachments to a pole or any new or replacement pole should have a smooth transition between the small cell and the pole and (except for the top of a cantenna) shall not have any flat surface of more than 1.5 inches to prevent creation of a ledge.
- A new small cell facility must be encased in a conduit that separates it from any City electronics.
- All SWF and wireless provider-owned structures shall be maintained by the wireless provider in a clean and good condition, free of graffiti, and rusting, excessive dirt, and peeling paint. The City shall have the authority to conduct inspections of the wireless facilities and structures at any time to determine whether such facilities and structures comply with the requirements of this chapter.
- All wireless facilities must at all times comply with all applicable Federal, State, and local Building Codes and Safety Codes and regulations. To the extent this chapter conflicts with other provisions of City ordinances, this chapter shall control. All wireless facilities and structures shall be constructed and installed to manufacturer's specifications. Provider shall obtain one or more FCC licenses, as required by the FCC, to operate its wireless facilities.
- A wireless provider shall not possess, use, generate, release, discharge, store, dispose of, or transport any hazardous materials on, under, in, above, to, or from any public way except in compliance with all applicable environmental laws and pre-approved by City. Wireless provider shall promptly reimburse City for any fines or penalties levied against City because of wireless provider's failure to comply with environmental laws.
- A wireless provider may trim trees overhanging the public way to prevent the branches of such trees from coming in contact with the wireless facilities only with permission and under the direction of the City's Urban Forester and at the wireless provider's expense.

2.2 LOCATION PREFERENCES:

- On-strand attached to a utility pole
- Attachments to utility poles
- Attachment to plain wood or metal street lights
- Installation of standalone poles
- Attachment to traffic signal poles

- Attachment to enhanced service area street lights
- Attached to kiosks or bins

2.3 SMALL WIRELESS FACILITY EQUIPMENT

AESTHETICS - Equipment should match the aesthetics of the pole and surrounding poles.

INTERNAL INSTALLS - Equipment shall be installed within an existing pole when technologically feasible and always on a new pole. Any equipment installed within a pole may not protrude from the pole except to the extent reasonably necessary to connect to power or a wireline.

EXTERNAL SHROUDING - The antenna shall be contained in a cantenna and any other equipment shall be contained in an equipment cabinet, unless the visual impact can otherwise be reduced by its location on the pole.

ELECTRICAL SERVICE - Requirements per RMP.

WIDTH - May not exceed in width the diameter of the pole on which any SWF equipment is placed by more than 3 inches on either side.

SIDEARM (OFF-SET) INSTALLS - If permitted, may not allow the furthest point of the enclosure to extend more than 18 inches from the pole.

CONDUITS - All cables shall be in conduits and shall be flush with the pole unless required to be installed inside the pole.

HARDWARE ATTACHMENT - All hardware attachments should be hidden. Welding onto existing equipment is not permitted.

COLOR - All equipment should be painted to match pole aesthetics. Paint should be powder coated over zinc paint. If a wood pole, the visible attachments and hardware shall be colored gray.

EQUIPMENT CABINET ACCESS DOORS - Lockable access door sized to install, maintain, and remove all small cell equipment as needed shall meet provider's requirements. Utility access shall be per RMP requirements.

CABLES - All cables should be clearly labeled for future identification

CANTENNAS - Cantenna must be mounted directly on top of a standalone pole, unless a side arm installation is required by a pole owner. A tapered transition between the upper pole and cantenna is required. Maximum cantenna diameters SWF shall be:

- 16 inches for 4G facilities
- 16 inches for 5G facilities

- 19 inches for 5G protrusion

STICKERS - Any on-pole cabinet and ground mounted utility box should be labeled a (1) RF warning sticker, background to match pole color, no larger than 4 x 6 inches. Facing to the street near the elevation of the antennae, (2) 4-inch by 6-inch (maximum) plate with the provider's name, location identifying information, and 24-hour emergency telephone number, and (3) No advertising, logos or decals

LIGHTS - There shall be no lights on the equipment unless required by federal law.

GROUND MOUNTED EQUIPMENT BOX - Must meet and follow existing City ordinances for ground mounted utility boxes and be attached to a concrete foundation.

HEIGHT OF EQUIPMENT ON POLE - The lowest point may not be lower than 8 feet from the grade directly below the equipment enclosure.

POWER METER - As required by RMP and in a location that (1) minimizes its interference with other users of the City's right-of-way including, but not limited to, pedestrians, motorists, and other entities with equipment in the right-of-way, and (2) minimizes its aesthetic impact.

2.4 NEW AND REPLACEMENT METAL POLES

POLE STYLE - Round. Pole should match aesthetics of surrounding street lights. Pole extension on traffic signal pole should match the rest of the pole.

POLE CONNECTION - Attachments to the side of a pole must be placed perpendicular to the street away from the vehicular traffic.

COLOR - A pole and pole extension shall be galvanized in accordance with AASHTO M 111. A pole and pole extension shall be painted to match existing street light aesthetics, paint shall be powder coated over zinc paint (Pole shall still be galvanized).

HEIGHT - Any pole with a collocated small cell shall not exceed 50 feet including the equipment. Pole shall be measured from the top of the foundation to the top of the cantenna.

DESIGN WIND VELOCITY - All structural components of small cell pole, standard, base, equipment cabinet, couplers, anchor bolts, luminaires, cantenna, and other attachments to be used shall be designed for a minimum of 115 MPH wind velocity, in accordance with AASHTO's Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals, TIA-222 rev G and ASC 710 with IBC 2012 (or latest standard), plus amendment for snow loading and other local conditions. Any pole not meeting these requirements may not be used for a small cell attachment, or must be replaced.

CONDUITS - All cables shall be in conduits and shall be flush with the pole unless required to be installed inside the pole.

2.5 SMALL WIRELESS FACILITY CO-LOCATED ON A POLE

Must comply with the following requirements:

- Considerations and accommodations to provide continuity with adjacent poles, street lights, or street furniture are to be included in the application submittal.
- Minimize impact to the aesthetics of the existing poles.
- New poles and equipment should match pole type of any replaced pole and be consistent with poles adjacent to pole locations.
- All installations are subject to the City permit application and review process.

2.6 POWER AND GROUND MOUNTED UTILITY BOXES

- Back up batteries must be in a ground mounted utility box, or underground where possible.
- A separate meter and disconnect is required for both the power and the cell signal that can be accessed and operated by street lighting maintenance personnel.
- Must have metered power.

2.7 STANDARDS FOR SMALL CELL FACILITIES WITHIN HISTORIC ZONING DISTRICT (HRL, HR-1, HR-2, HRM, HRC, HCB) AND/ OR ADJACENT TO A SIGNIFICANT LANDMARK SITE LISTED ON THE PARK CITY HISTORIC SITE INVENTORY

In order to maintain the character of the Historic District, as contemplated in related sections from Title 15 Land Management Code (LMC) of the Park City Municipal Code, all wireless facilities and new structures in the Historic District must employ screening, concealment, camouflage, or other stealth techniques to minimize visual impacts. Additionally, all applications submitted for the placement of SWF within 300 feet of districts, sites, buildings, structures or objects significant in American history, architecture, archeology, engineering or culture, that are listed, or eligible for listing in the National Register of Historic Places are required to obtain approval per the National Historic Preservation Act (NHPA) and the National Environmental Policy Act (NEPA). The placement of small wireless facilities on existing structures or new poles shall be subject to the following:

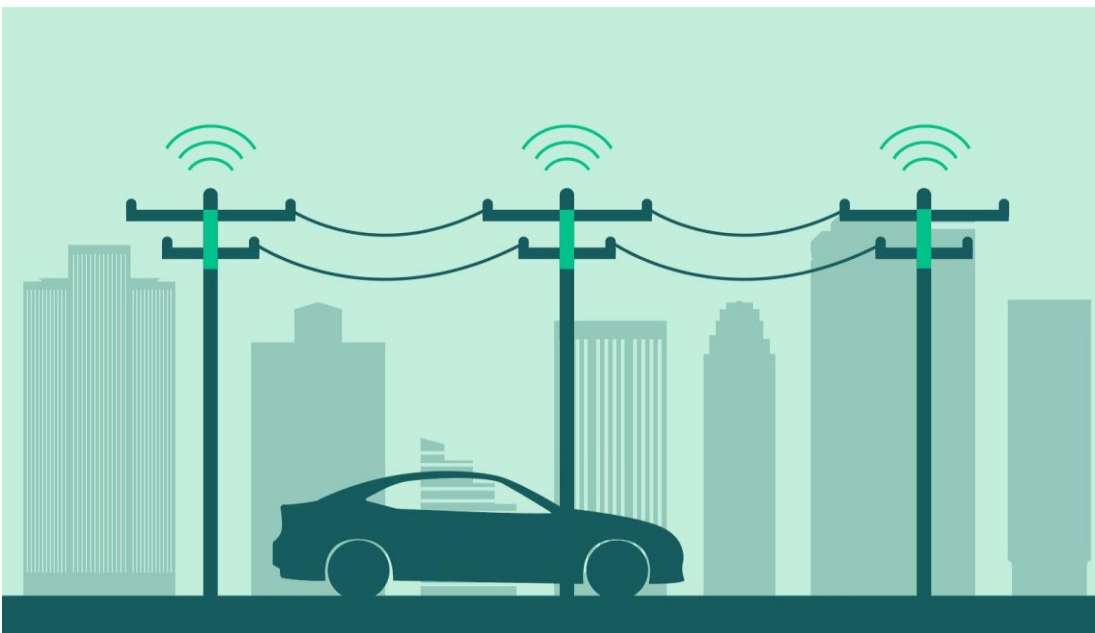
- Provider applying to locate within a Historic District boundary should submit a Historic District Design Review (HDDR) Pre-Application for review by the Planning Department.
- Small wireless facilities located in the Historic District must comply with all applicable standards of LMC Chapter 15-13. Design Guidelines for Historic Districts and Historic Sites.
- Locating small wireless facilities or installing replacement or new poles along the frontage of

buildings listed on the Historic Sites Inventory is not allowed.

- Small wireless facilities located in a design district must comply with all applicable standards and process in Park City Code Section 15-5-5, Architectural Design Guidelines. These Architectural Design Guidelines apply to the City's design district, which is a defined area in which the City maintains and enforces unique design and aesthetic standards on a uniform and nondiscriminatory basis.
- If a provider must displace a decorative pole or a pole in a historic or design district to co-locate a small wireless facility, the replacement pole must be reasonable conform to the design aesthetic of the displaced decorative pole. See Attachments A & B.
- Small wireless facilities shall not be installed on existing or new poles located in front of a building designated as a local landmark.
- The design of wireless facilities and related new structures must be integrated with existing buildings, structures and landscaping, including considerations of height, color, style, placement, design and shape.

***Refer to Section 9 Technical Specifications for additional requirements**

3.0 ATTACHMENTS UTILITY POLE (includes Park City & Third Party poles)



3.1 PURPOSE

This chapter is for attachment of a SWF to Park City or a third party utility pole. A small cell attachment will conform to pole owner's attachment standards.

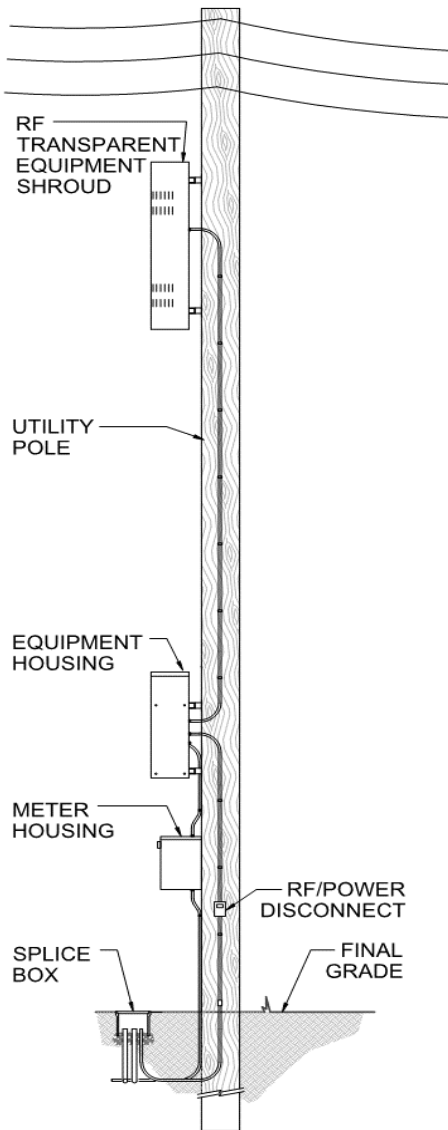
3.2 STANDARDS

Any attachment to a third party utility pole or utility line must first be approved by the owner of the infrastructure. This includes attachment of overhead fiber and on-strand attachments proposed to attach to a utility pole. These standards apply whether attachment is to an existing utility pole, or if the owner requires installation of a replacement pole. A new utility pole installed for the purpose of attaching a SWF is not permitted but would be treated as a standalone pole.

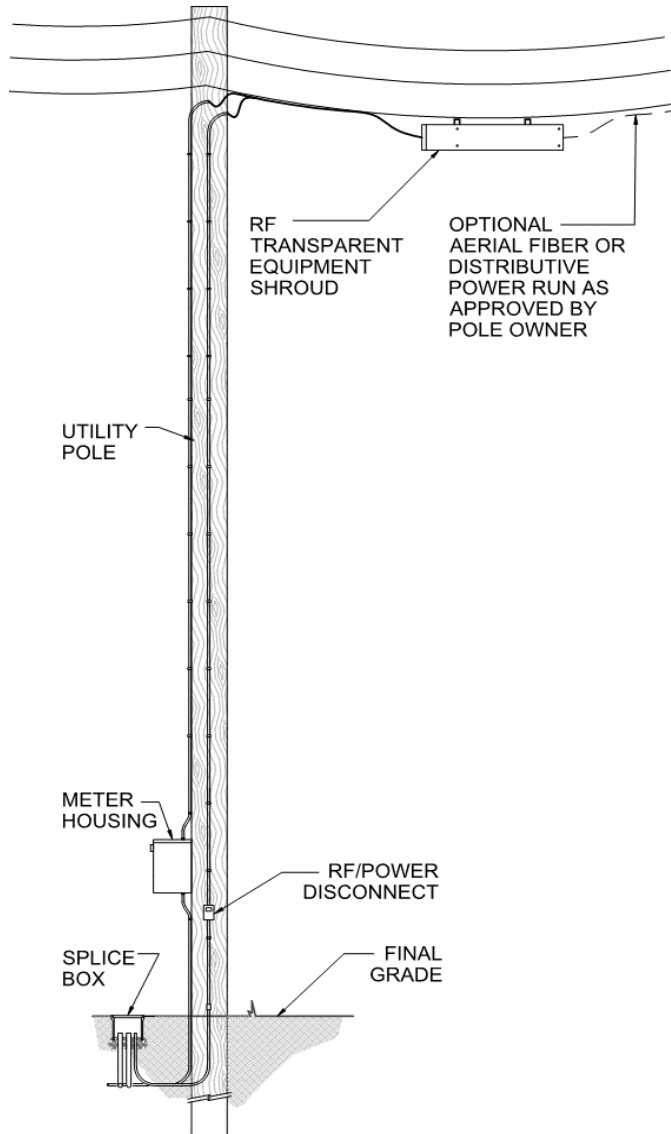
See Figure 3.1 for typical connections. Refer to the utility company for specific requirements and approvals.

Figure 3.1 Attachments To Utility Poles

Type A – Utility Mounted Pole

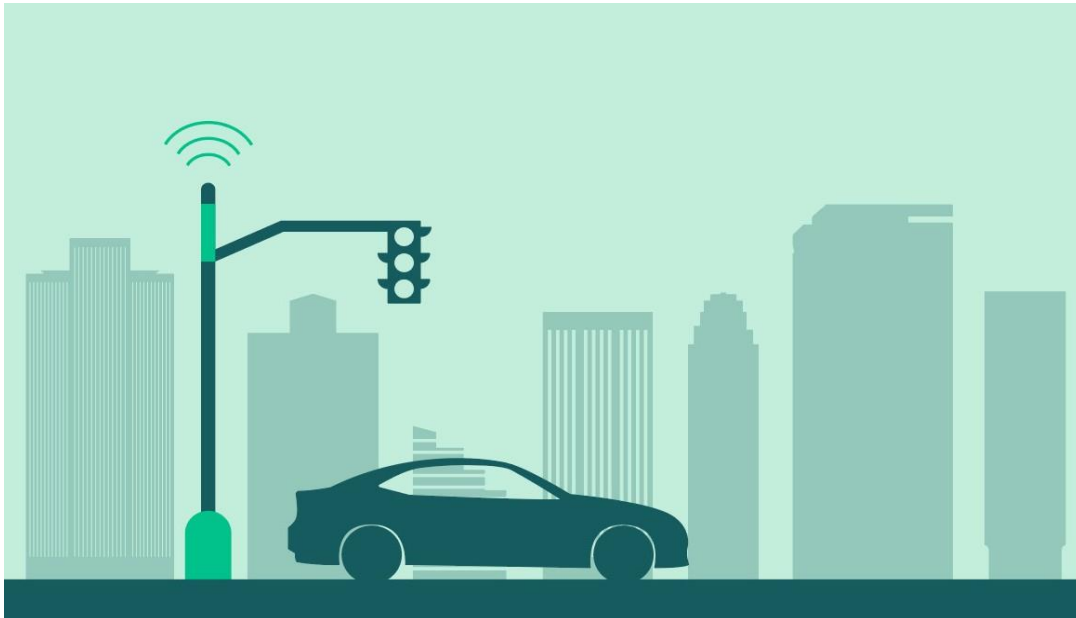


Type B – Strand Mounted



*This equipment will be attached to existing wooden utility poles located within PCMC's right of way, all equipment installations shall be approved by the appropriate utility.

4.0 ATTACHMENTS TO TRAFFIC SIGNAL POLES



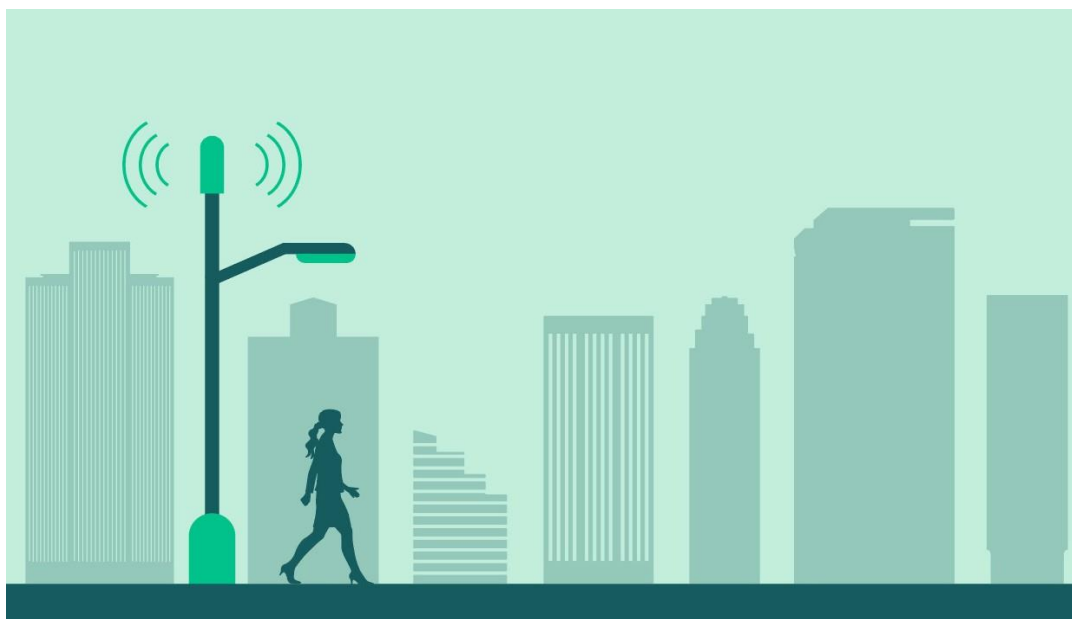
4.1 PURPOSE

This chapter of the design standards governs attachment of a small cell to the top of an unused traffic signal upright pole. A SWF may not be placed on a traffic signal upright pole where there is a luminaire attached.

4.2 REQUIREMENTS

The provider needs to obtain approval from the Utah Department of Transportation for the placement of any infrastructure on a traffic signal pole. Provider must demonstrate that the proposed SWF shall not cause any interference with any City or State owned systems on a pole such as a public safety radio system, emergency signal control devices, radio read water meters, “smart” street lights, future “smart city” applications, other city communications components. City will provide any frequencies for equipment described above to the provider to assist in the analysis.

5.0 ATTACHMENTS TO STREET LIGHTS



5.1 PURPOSE

This chapter governs small cell attachments to a street light. Three different types of small cell installations are permitted on street lights, including:

- Co-locating small cell equipment on plain (non-decorative) wood or metal streetlight poles.
- Replacing an existing or adding a new wood or metal street light pole so that small cell equipment can be attached.
- Co-locating on enhanced service area street light poles.

5.2 STANDARDS

All provider equipment shall be housed internal to the equipment cabinet or hidden behind the cantenna if possible. No provider equipment shall be strapped to the outside of the pole.

On an existing pole, the equipment excluding the antenna shall be shrouded in an equipment cabinet if on the pole, otherwise shielded from view (for example, behind a sign), hidden within the cantenna, or contained in a ground mounted utility box.

On a new street light, the provider may house the equipment inside the pole structure in an equipment cabinet at the base of the upper pole.

Base equipment shall be round with a preferred base cabinet diameter of 16- inches with a maximum 20- inch diameter.

The meter shall be contained in a ground mounted utility box, unless permitted to be inside an equipment cabinet as approved by RMP.

New street lights or replacement street lights shall comply with the city standards and specifications which provides guidance on luminaire design aesthetics, lighting level criteria, typical street light spacing, and street light details.

All equipment height shall be above the ground at least 8 feet. If the small cell equipment orients toward the street, the attachment shall be installed no less than 16 feet above the ground.

Equipment should be oriented away from the street.

The size of SWF cells should be minimized as much possible to minimize visual impact without interfering with the SWF operation.

Equipment may not block visibility of street light banners.

An example of an unacceptable small cell installation and acceptable installation can be found in Figures 5-1 and 5-2.

Figure 5-1: Unacceptable



Figure 5-2: Acceptable

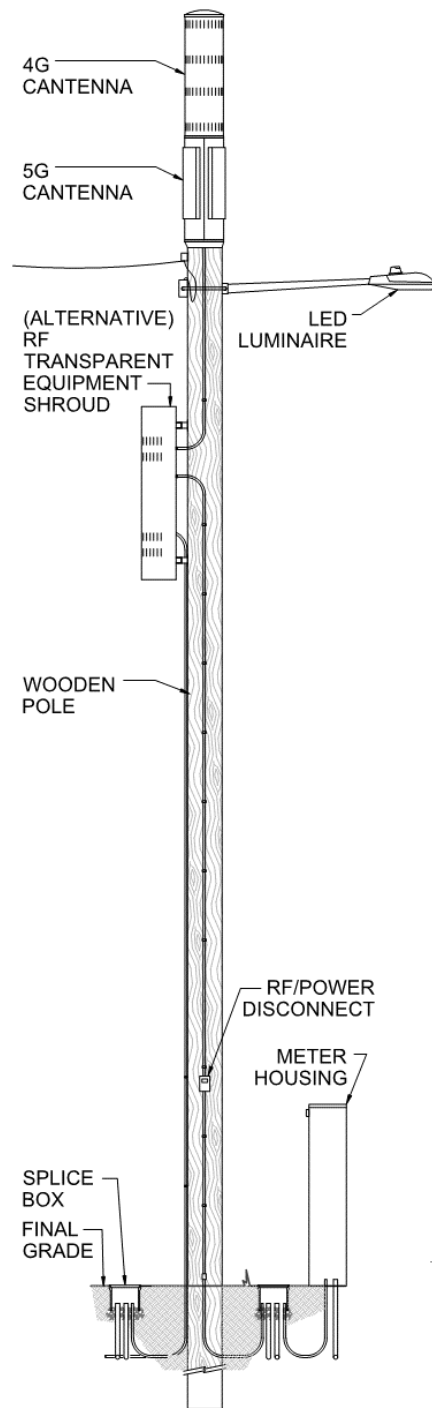


- Conduit, mounting bracket, and other hardware must be hidden from view
- Cantenna must include a smooth transition between upper pole and cantenna attachment
- Upper pole shall be smooth and straight, with 1.5- inch (max.) of flat surface where mounted to the equipment cabinet
- Equipment cabinet must be round. 16- inch diameter is preferred, 20- inch diameter max.

Attachments to an enhanced service area light pole cannot change overall character of light or proportion of the luminaires with the placement of a cantenna. The lighting level of service cannot be decreased.

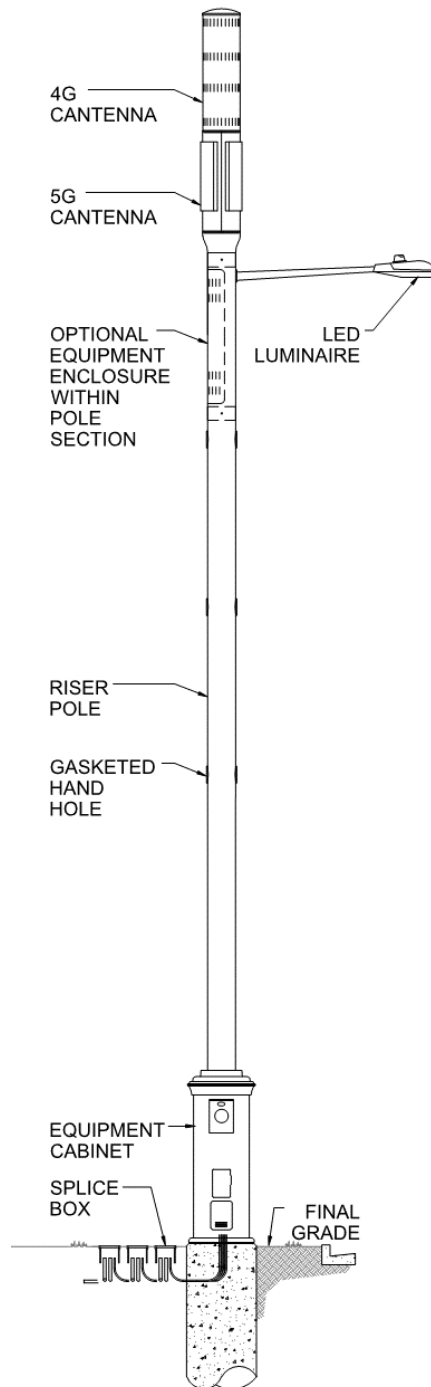
- All new luminaires shall be the same height as adjacent street light luminaires.
- City may require a new street light in lieu of a standalone pole.
- Wood poles only allowed by approval in areas that are predominately wood or when replacing an existing wood pole.

Figure 5-3: Existing Wooden Street Light Pole



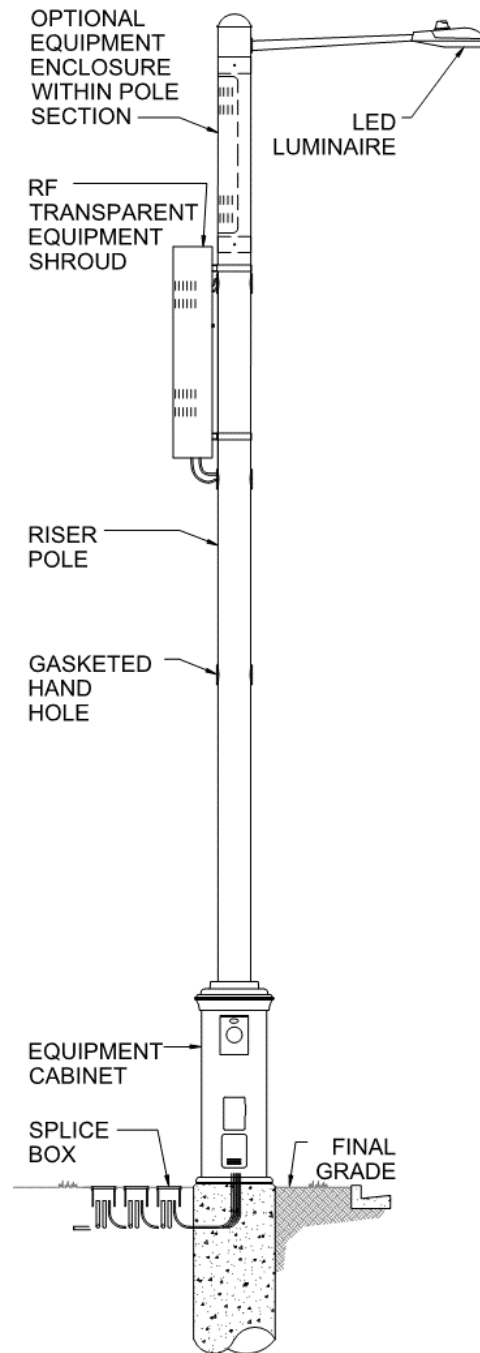
*This equipment will be attached to existing wooden streetlight poles that do not require structural modifications.

Figure 5-4: Combination Street Light Pole - Cantenna



*Combination poles shall be installed in all situations that require the removal of an existing streetlight pole (wood, metal, fiberglass, etc.) and replacement with a new combination pole.

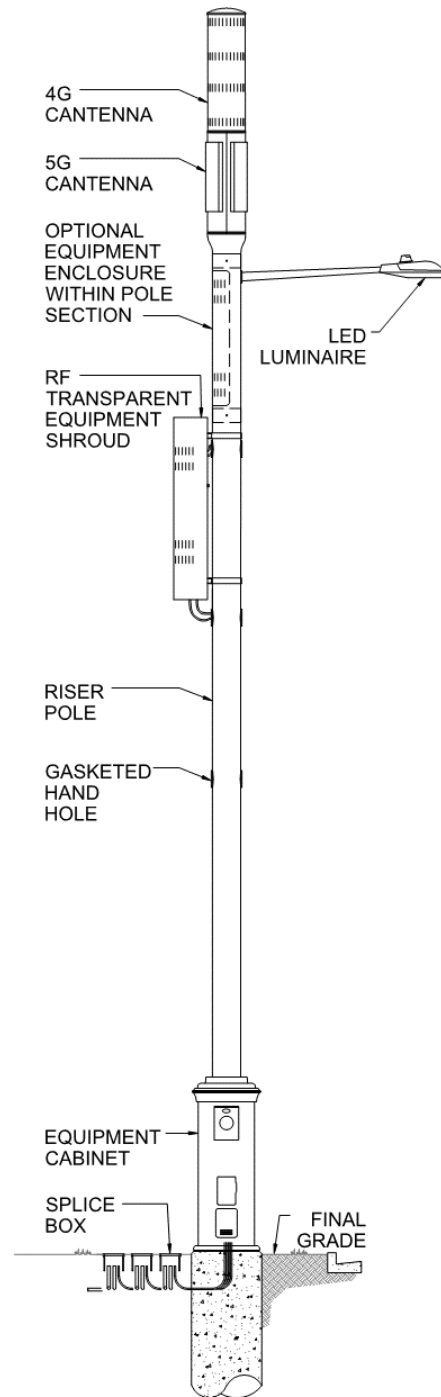
Figure 5-5: Combination Street Light Pole - External Shroud



*Combination poles shall be installed in all situations that require the removal of an existing streetlight pole (wood, metal, fiberglass, etc.) and replacement with a new combination pole.

**To qualify for an external shroud permit, the Applicant must demonstrate that the proposed deployment(s) cannot be integrated into the equipment or the cantenna.

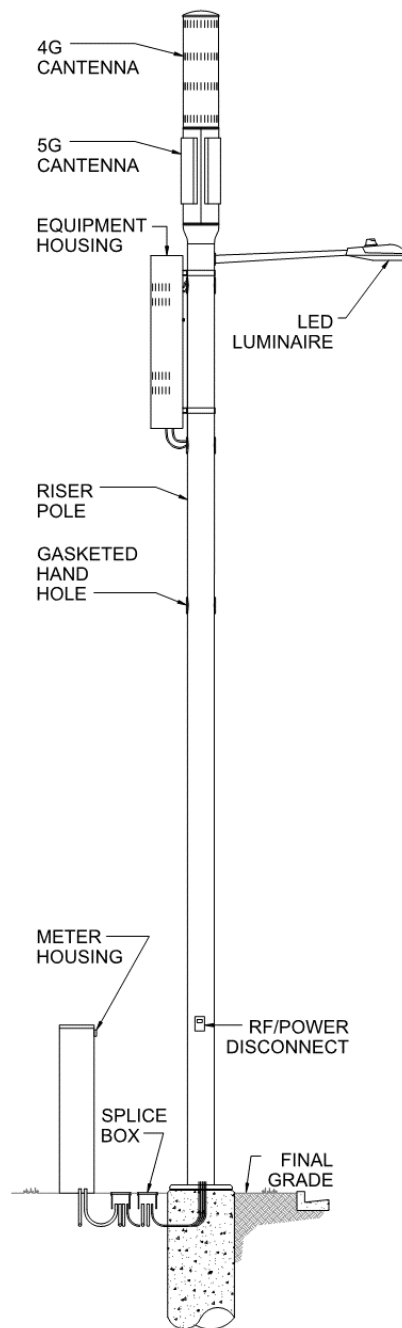
Figure 5-6: Combination Street Light Pole - Cantenna and External Shroud



*Combination poles shall be installed in all situations that require the removal of an existing streetlight pole (wood, metal, fiberglass, etc.) and replacement with a new combination pole.

**To qualify for an external shroud permit, the Applicant must demonstrate that the proposed deployment(s) cannot be integrated into the equipment or the cantenna.

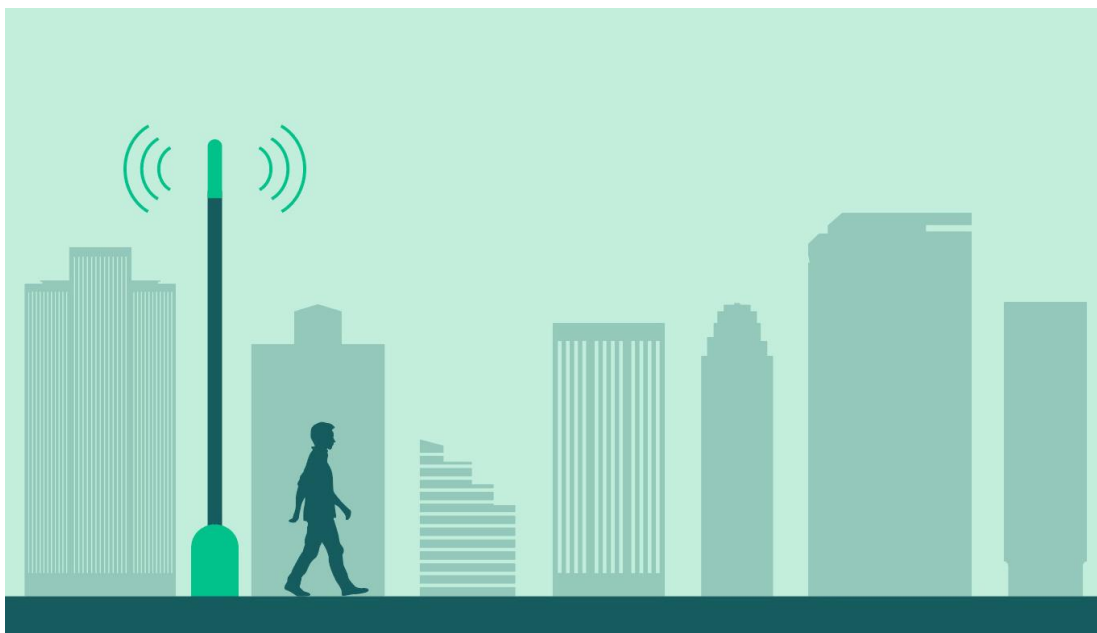
Figure 5-7: Combo Street Light Pole - Distributive Power w/ Antenna and External Shroud



*Combination poles shall be installed in all situations that require the removal of an existing streetlight pole (wood, metal, fiberglass, etc.) and replacement with a new combination pole.

**To qualify for an external shroud permit, the Applicant must demonstrate that the proposed deployment(s) cannot be integrated into the equipment or the antenna.

6.0 INSTALLATION OF STANDALONE POLES



6.1 PURPOSE

This chapter of the Standards is to be used when installing a freestanding small cell installation, referred to as a standalone pole.

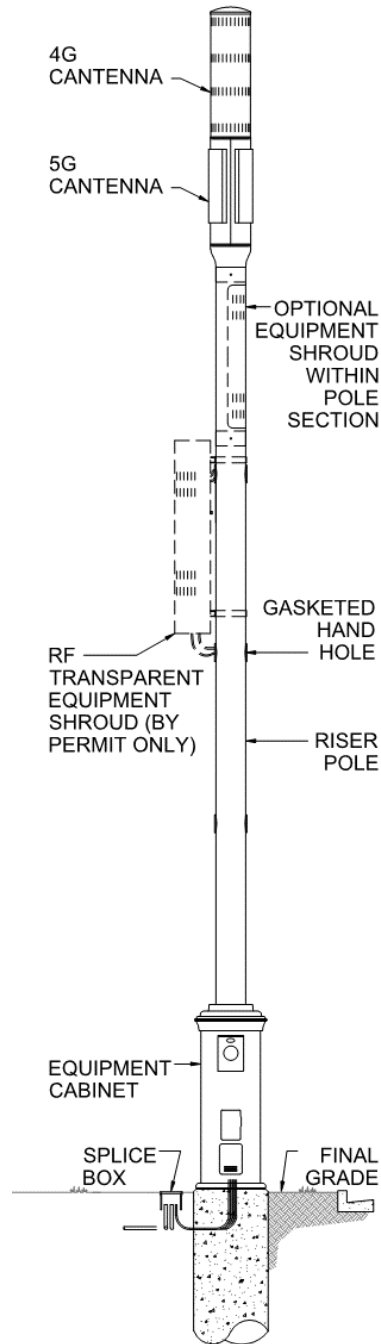
6.2 STANDARDS

All small cell carrier equipment excluding the antenna shall be housed internal to an equipment cabinet at the base of the pole or hidden behind the cantenna. No provider equipment shall be strapped to the outside of the monopole.

- Standalone poles to be consistent with neighborhood pole style and material type.
- New monopoles must be metal (aluminum or steel).
- Ownership of standalone poles is to remain with the provider. City reserves the right to attach any sign (such as a no parking sign) on the monopole.
- At least 15% of the pole design structural capacity shall be reserved for future City installations.
- All new poles must have appropriate clearance from existing utilities.

Freestanding SWF pole components include the foundation, equipment cabinet, upper pole, cantenna, and all hardware and electrical equipment necessary for a complete assembly, as shown in **Figure 6-1**

Figure 6-1: Standalone Pole Small Wireless Facility



*This equipment may be installed when no existing streetlight or other appropriate location is within 25 feet of the proposed freestanding location. To qualify for an external shroud permit, the Applicant must demonstrate that the proposed deployment(s) cannot be integrated into the pole assembly.

6.3 PLACEMENT REQUIREMENTS

All standalone poles shall be privately owned and must be permitted by Park City Engineering via the ROW Permit Requirements as outlined in the Master License Agreement and to the extent technically feasible.

- Preferred location for new pole is generally on property line to avoid interference with building face, views, business signage, pedestrian flow, etc.
- In a manner that does not impede, obstruct, or hinder pedestrian or vehicular travel.
- So as not to be located along the frontage of a Historic building, deemed historic on a federal, state, or local level.
- So as not to significantly create a new obstruction to property sight lines.
- At the intersection of property lines, or along secondary property street facing.
- Within the street amenity zone whenever possible.
- In alignment with existing trees, utility poles, and street lights.
- Equal distance between trees and other poles when possible, with a minimum of 15 feet separation such that no proposed disturbance shall occur within the critical root zone of any tree.
- With appropriate clearance from existing utilities.
- Outside of the 20-foot equipment clear zone (for base cabinets less than 18-inches in diameter) or 30-foot clear sight triangle (for base cabinets equal to or greater than 18-inches in diameter) at intersection corners as shown in Figure 6-4.
- 10 feet away from the triangle extension of an alley way flare.
- Shall not be located within 100 feet of the apron of a fire station or other adjacent emergency service facility.

6.4 STANDARDS FOR STANDALONE POLES RESIDENTIAL STREETS LESS THAN 60 FEET WIDE

Residential zones: A wireless provider may not install a new utility pole in a public way adjacent to a residential zone, if the curb to curb measurement of the street is 60 feet wide or less as depicted on the official plat records or other measurement provided with the application, unless the City has given prior written consent based on evidence provided that demonstrates:

- There is insufficient wireless service to meet the demand in the immediate vicinity.
- There are no other feasible options to provide adequate service along the residential street.
- Preferred to be between curb and sidewalk in park strip. If no park strip is available, consider a corner installation before an installation on lawn.

Figure 6-2 shows a freestanding small cell which is preferred to be a minimum of 250 feet apart radially. This radius extends around corners and into alleys. They shall be located in line with trees, existing street lights, utility poles, and other furniture located in the amenity zone, as shown in **Figure 6-3**.

Figure 6-2: Freestanding SWF spacing radius

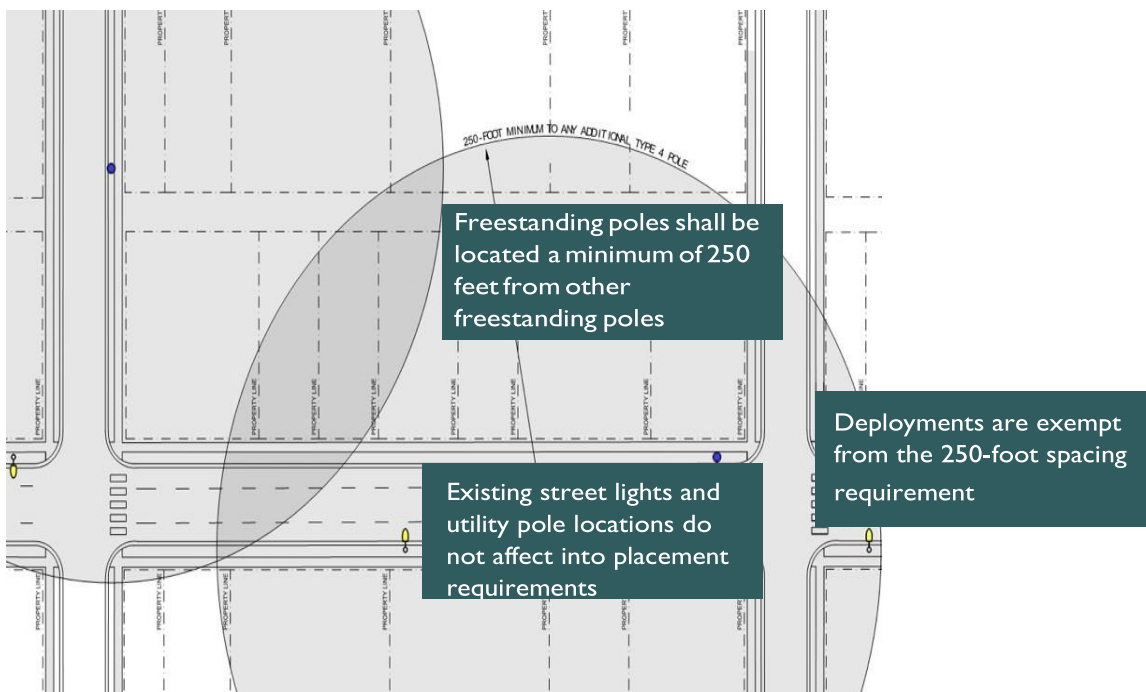


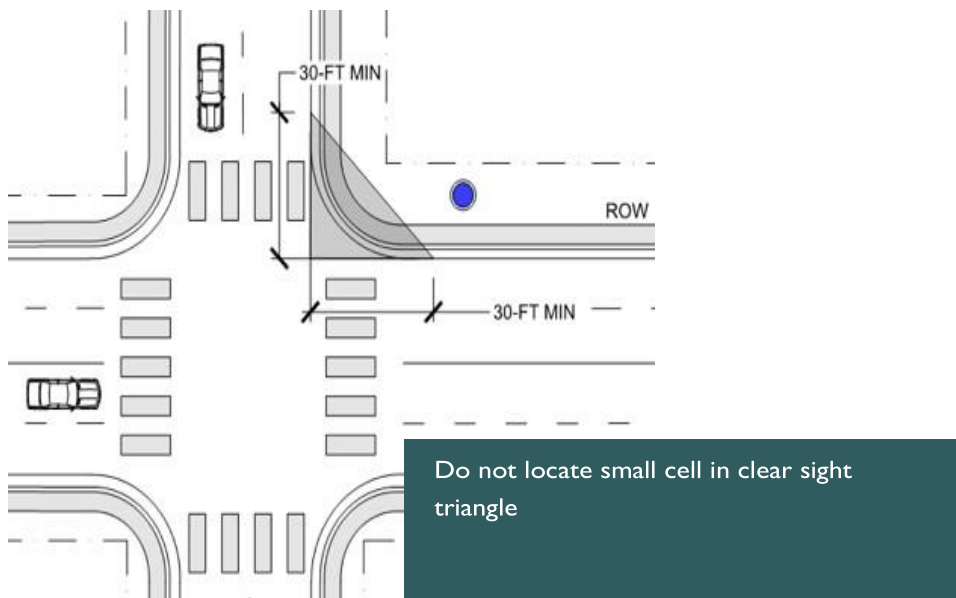
Figure 6-3: Freestanding Pole SWF in City ROW



Freestanding small wireless facilities shall be located such that they in no way impede, obstruct, or hinder the usual pedestrian or vehicular travel, affect public safety, obstruct the legal access to or use of the public ROW, violate applicable law, violate or conflict with public ROW design standards, specifications, or design district requirements, violate the Federal Americans with Disabilities Act of 1990, or in any way create a risk to public health, safety, or welfare.

Free standing small cells shall be located within the ROW and off set from the sidewalk as shown in **Figure 6-4 Sight Triangle**.

Figure 6-4 Sight Triangle



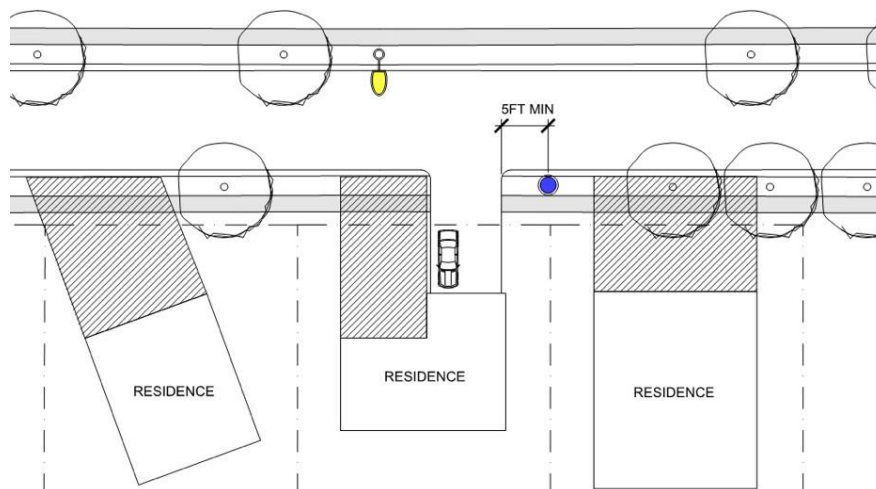
Freestanding small wireless facilities shall be located at intersecting property lines as much as possible. Whenever possible, the freestanding small wireless facilities shall be located on the secondary street. Small wireless facilities shall also be located a minimum of 15 feet away from trees to prevent disturbance within the critical root zone of any tree, as shown in **Figure 6-5**.

Figure 6-5: Freestanding SWF Location Between Property And Trees



The small wireless facilities shall not be installed between the perpendicular extensions of the primary street-facing wall plane of any single or two-family residence as shown in **Figure 6-6**.

Figure 6-6: Freestanding SWF Between Property Lines



- Do not locate freestanding SWF in the perpendicular extension of the primary street-facing wall plane
- Do not locate freestanding SWF in front of driveways, entrances, or walkways

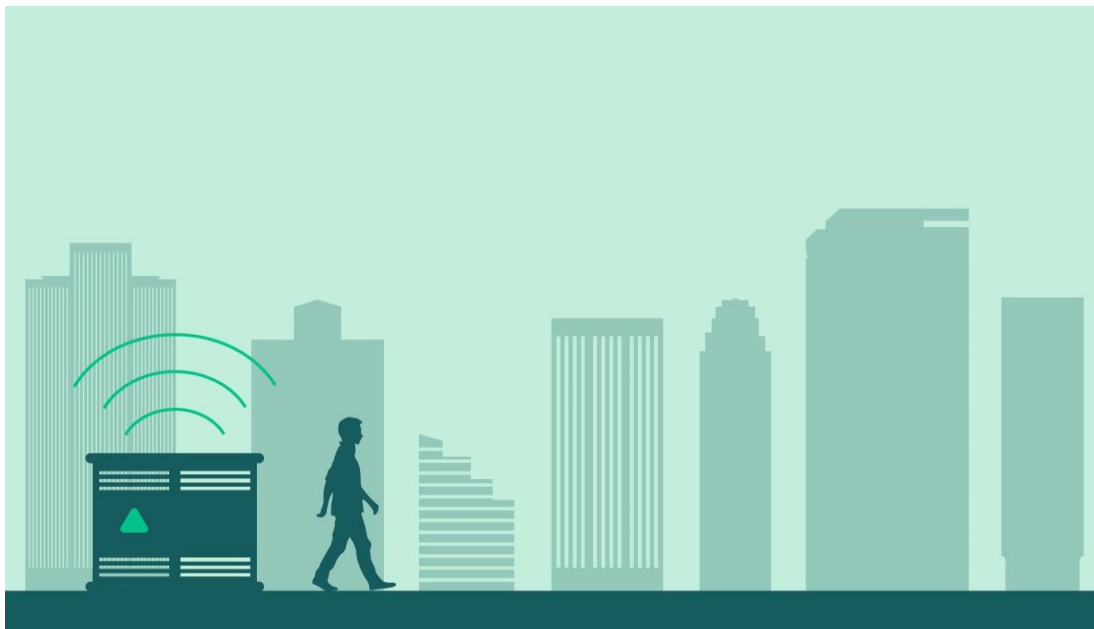
SWF shall not be located in-front of store front windows, primary walkways, primary entrances or exits,

or in such a way that it would impede a delivery to the building. SWF should be located between properties as much as possible as shown in **Figure 6-7**.

Figure 6-7: Small Cell In Commercial Area



7.0 OTHER ATTACHMENTS (Kiosks, Bins, Etc.)



7.1 PURPOSE

This chapter of the Standards is to be used for small cell installations on other City owned assets located in the public way such as kiosks and signs.

7.2 STANDARDS

All small cell facilities proposed to be installed on kiosks, bins, or signs within the ROW shall be approved by Park City prior to installation.

Kiosks are generally small structures used for advertising local events. Installation of small cell facilities on a kiosk will require all equipment to be installed within the kiosk or the roof structure with a cantenna extending above the roof. The design of the facility must take into account the architectural design of the kiosk and the surrounding development to accomplish the goal of integrating the facility and limiting its visual impact.

Utah Code Chapter 54.21 allows the installation of small cell facilities on signs located within the public way. Most signs in the public way are related to public safety, traffic and parking regulation and provide directional information. Park City will consider the placement of small cell facilities on pole signs located within the public way only when it can be demonstrated that the small cell facility will not create any hazard for pedestrians cyclists or motor vehicles, visibility of adjacent buildings is not unduly impaired and that the existing structure can adequately handle the structural requirements for such a facility.

7.3 BASIS OF DESIGN

The small cell facility design and installation shall be compatible with the aesthetics of existing kiosks, bins, or signs. The provider shall provide a photo simulation of the proposed design prior to submitting a permitting application to determine consistency with adjacent poles and lights. The SWF components shall be sized to be proportional and limit the potential impact along the streetscape.

DESIGN STANDARDS FOR KIOSKS, BINS, Etc.

- All hardware connections shall be hidden from view.
- Equipment installed on kiosks, bins, or signs should be shrouded under the kiosk cap or roof.
- The antenna may extend a maximum of 10 feet above the kiosk cap or roof.
- The antenna assembly will be circular with cabling shrouded or enclosed.
- The antenna shall match the color of the kiosk or bin. Utilization of another color that best minimizes the visibility of the antenna is acceptable.
- The small cell facility must meet all appropriate structural standards and wind loading specifications.
- The small cell facility shall be architecturally compatible with the design of the kiosk and create a cohesive aesthetic.

DESIGN STANDARDS FOR SIGNS

- Small wireless facility attached to freestanding Park City owned pole signs in the public way shall only be allowed on existing signs poles.
- The small wireless facility antenna shall only be installed on top of the sign pole.
- The small wireless facility antenna shall extend a maximum of 10 feet above the height of the existing sign pole and shall be installed above the sign mounted on the pole.

7.4 EXAMPLES:



8.0 RADIO FREQUENCY CERTIFICATION REPORT

Park City requires that all new small wireless infrastructure proposed to be placed within Park City limits submit a Radio Frequency (RF) Certification Report to allow for responsible recordkeeping of wireless programs.

The goal of the RF Certification Report is to allow the City to accurately record information about each deployment while minimizing repetitive submittals. This is accomplished by requiring each Applicant to file templates for typical equipment deployment types.

An RF Emissions Certification Report will consist of two parts: an RF Emissions Certification template and a site-specific RF Location Certification. Each RF Emissions Certificate shall be signed by a qualified Professional Electrical Engineer, filed with Park City Engineering as part of the applicable wireless company program, and referenced with each pole application. Each site specific RF Location Certification must be completed and signed by a Utah registered RF Professional Electrical Engineer who shall certify the siting specifics of the actual location(s).

8.1 RF EMISSIONS CERTIFICATION TEMPLATE

The specific information required for the RF Emission Certification Template is detailed in this section. Each Template shall be signed and sealed by a qualified Professional RF Emissions Engineer and filed with CCD in reference to the applicable Wireless Carrier program, and shall contain the following elements:

1. Description of the proposed equipment and deployment type, including heights, associated with the Template. Each unique Template shall be coded per the Carrier's program, such as: 1, 2, 3 or A, B, C.
2. All frequencies on which the proposed equipment will operate.
3. The number of channels that will be used on each frequency
4. A table explaining the Federal Communications Commissions (FCC) Rules and Regulations for the Maximum Permissible Exposure (MPE) limits for general population or occupational situations.

The MPE output levels for proposed equipment shall be clearly shown on a table at the antenna level and ground level with the following columns: predicted power density (mW/cm²), FCC limits of power density (mW/cm²), and FCC general population limits (%MPE)

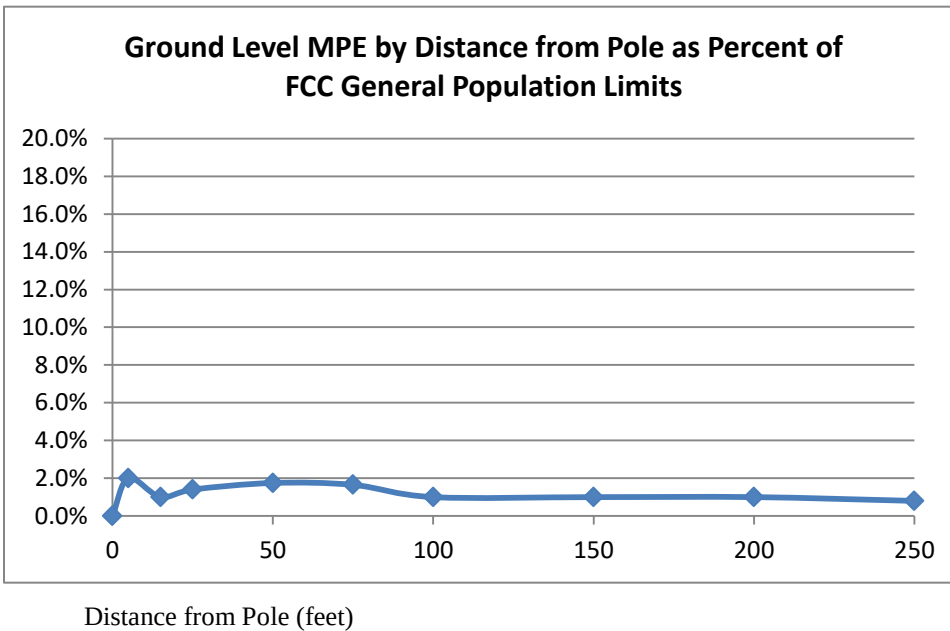
Table 8-1 (Example of) Permissible Exposure Limits*

Location	Predicted Power Density (mW/cm ²)	FCC Limit Power Density (mW/cm ²)	FCC General Population Limits (%MPE))
Antenna level	1.958	1.0	195.8%
Ground level	0.0092	1.0	0.92%

*Data within table is for example only and does not indicate specific requirements or limits,

5. A graphic of the predicted FCC General Population Limits (%MPE) at ground level as a function of distance up to 250 feet away from the pole. Figure 9-1: (Example of) FCC General Population Limits

Figure 8-1: (Example of) FCC General Population Limits



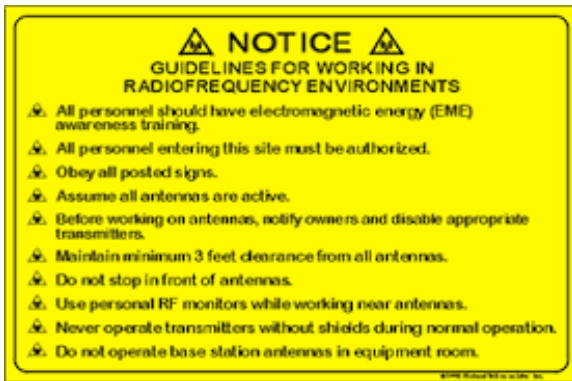
6. A compliance statement noting and depicting any requirement for RF alerting signage and occupational environmental compliance.

8.1.1 Typical Notification Signage

Portions of any transmitter site may have high power densities that could cause exposures in excess of the FCC Occupational or General Population guidelines.

- The companies that operate the antennae are required by law to implement the following:
- Restrict access
- Post notification signs on every access point to increase awareness of the potential for exposure BEFORE one enters an area with antennae.
- Place additional notification signs and visual indicators in an area with antennae (beyond an access point) where RF exposure levels may start to exceed the FCC's limits.

Table 8-2: Typical Notification Signage



(Notice) Radio Frequency Guidelines:
Informs people of the basic safety guidelines for working in an RF environment



Information:
Provides relevant contact information about the pole and/or antenna location for any questions, emergencies, or requests.



(Blue):
Notice Indicates that, beyond the sign, RF exposure levels may exceed the General Population MPE limit but will remain below the Occupational MPE limit.



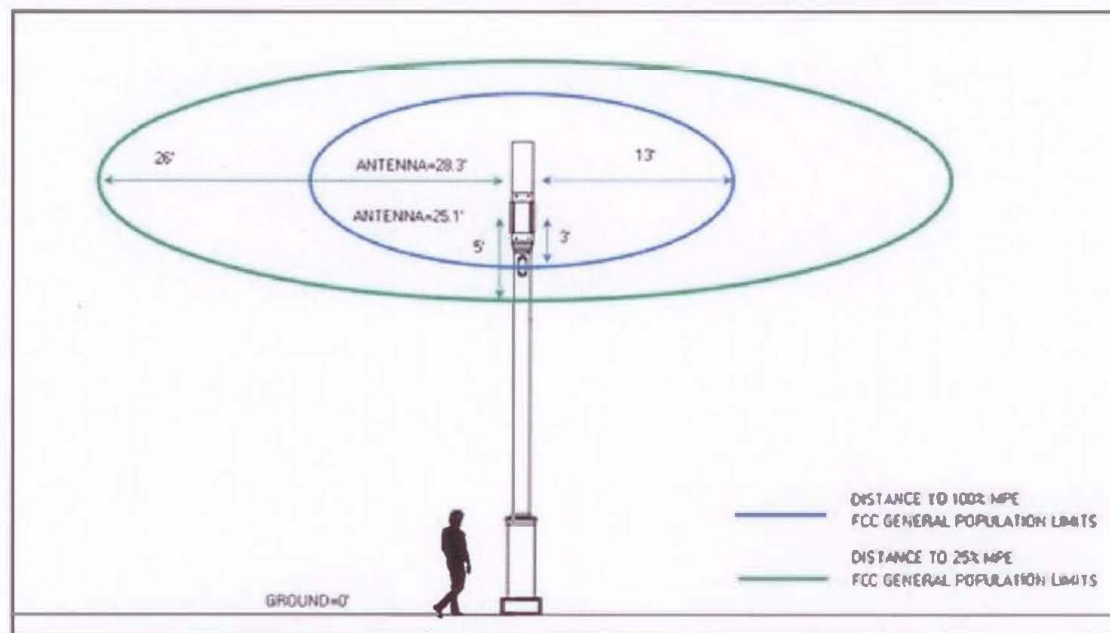
(Yellow) Caution:
Indicates that, beyond the sign, RF exposure levels may exceed the General Population and Occupational MPE limits.



(Red/ Orange):
Warning Indicates that, beyond the sign, RF exposure levels may substantially exceed the General Population and Occupational MPE limits.

7. A graphic, scaled elevation depiction of the maximum power density MPE levels proposed by equipment expressed as proportionally scaled lines at 100% and 25% of the FCC general population limits for continuous exposure. The elevation view shall provide measurements of the height above ground for the lowest point of each proposed transmitter, from ground to the top of the proposed pole, and horizontal distance from transmitter antennas to MPE limit lines. A scaled human figure shall be proposed standing on the ground adjacent to the proposed pole.

Figure 8-2: (Example of) Elevation Depiction of the Proposed Equipment Emissions



8. Each template shall be signed and sealed by a qualified Professional RF Emissions Engineer

8.2 RF Location Certification

The site-specific RF Location Certification, prepared for each specific local application bundle, shall include the information below for each specific proposed antenna location. The RF Location Certification shall be signed off by a Utah Registered Professional Engineer qualified to endorse such a certification.

1. A general summary of the proposed wireless site(s) associated with the bundle, with clear references matching the application address, site code, latitude and longitude, type of structure, RF Emissions Compliance Report Template (also referred to as the Equipment Deployment Template Type) applicable to antenna location, and report date.
2. A scaled location map(s) on color aerial image background indicating proposed site location(s), street name(s), and distance(s) to the nearest occupied structure(s). If any of the equipment proposed would have any portion of the nearest structure within the 100% General Population MPE limits, then the wireless equipment for that location must be “powered down”. A revised signed and sealed report from a Profession RF Emissions Engineer will be required to replace the

template for that specific location.

3. Acknowledgement (or statement of none) whether or not there are any nearby commercial wireless radio transmitters that could affect the aggregate MPE of proposed equipment. If so, a revised signed and sealed report from a Professional RF Emissions Engineer will be required to replace the template for that specific location. The Certification shall also acknowledge what percentage the proposed equipment contributes to an aggregate MPE.
4. A stamp and signature from a licensed Professional Engineer with sufficient knowledge about each proposed location associated with the application to affirm site-specific information provided, and that the applicable RF Emissions Template has been properly referenced for each location.

9.0 TECHNICAL SPECIFICATIONS

The following sections describe in detail the foundation and electrical specifications. All work completed in the ROW must be in accordance with Park City Design Standards.

This work consists of furnishing and installing foundations, small cell poles, conduit, junction boxes, cable, wiring, junction boxes, and incidental materials for small cell installation in accordance with these specifications and in conformance with the details, lines, grades, and locations shown on the plans.

MATERIALS: Small Wireless Facilities materials shall conform to Small Cell and Electrical Materials.

FOUNDATIONS: Concrete bases and equipment pads shall be pre-cast or cast-in-place concrete per the City standard to meet ACI 318. A complete foundation includes the concrete, reinforcing steel, anchor bolts, leveling nuts, conduit stubs, ground rod and wire, excavation and backfill, restoration, accessories as required providing a complete unit. Banner arm (if required) wind loading shall be incorporated into light standard structural design.

SMALL CELL STANDARD: A complete light standard includes the metal upper pole, mounting bracket, mast arm(s), cantenna, equipment cabinet, base, grounding system, and all hardware. The upper pole shall have a handhole at the top to maintain City fiber and street light electrical service. An optional handhole shall be provided at the bottom of the upper pole if fiber and electrical service cannot be accessed from the equipment cabinet.

Pole and mast arm or arms shall be the type and size shown on the plans.

CONDUIT: Conduit includes conduit, trenching, backfill, jacking, augering, fittings, drainage tees, sealing, restoration, and accessories as required to provide a complete installation.

ELECTRICAL WARNING TAPE: Detectable electrical warning tape shall consist of pre-manufactured non-adhesive polyethylene material that is unaffected by acids, alkalines, and other soil components. The color of the tape shall be red, and it shall be, at a minimum, 3.5 mils thick and 6 inches wide. Its tensile strength shall be 2,500 psi lengthwise.

The electrical tape shall include the following identification printed in black letters continuously along the length of the tape: "CAUTION BURIED ELECTRIC LINE BELOW".

The identification note and color of tape shall conform to the requirements of the "American Public Works Association (APWA) Uniform Color Codes (Red) – Electrical Power Lines, Cables, Conduit and Lighting Cables."

CONDUCTORS: Conductor includes control wiring, luminaire wiring, main circuit wiring, ground wiring, service entrance wiring, pulling, splicing, connections, testing, and all other wiring necessary for a complete installation.

PULL BOXES: Pull box includes pull box, cover with bolts, excavation, gravel base, backfill, sealing,

restoration, and accessories as required to provide a complete installation.

MATERIALS LIST: At the preconstruction conference the Contractor shall submit to Park City three copies of a list of all materials and equipment to be incorporated into the work. The Contractor shall include the following items on the list:

- Small cell standards
- Pull Box
- Fuse holders
- Conductors
- Conduit
- Wireless Lighting Control and Monitoring System
- Small cell foundations
- Equipment pads
- All other items required for a complete installation

Park City will return lists that are incomplete or that include unacceptable materials to the Contractor for correction and re-submission.

The Contractor shall not order materials or equipment until Park City and the party or agency responsible for maintenance have reviewed and approved the materials and equipment list. Park City' approval of the list shall not relieve the Contractor responsibility for the proper functioning of the completed installation.

GENERAL:

All work shall conform to these specifications and the National Electrical Code (NEC) when the small cell pole is owned by Park City or the provider, or the National Electrical Safety Code (NESC) when the small cell pole is owned by Rocky Mountain Power.

The Contractor and/or provider shall keep fully informed of and comply with all Federal, State, and local laws, ordinances, and regulations, and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which may affect those engaged or employed on the work, or affect the conduct of the work. The Contractor and/or provider shall protect and indemnify Park City and its representatives against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by the Contractor and/or provider, the subcontractors, suppliers of materials or services, or their employees.

Each system shall be installed as shown on the plans or as designated. The Contractor and/or provider shall furnish and install all incidentals necessary to provide a complete working unit or system.

CONCRETE FOUNDATION PADS AND SMALL CELL STANDARD FOUNDATIONS:

Foundations shall be installed as shown on the plans, complete with grounding. The Contractor and/or provider shall test and report soil conditions to Park City as necessary to ensure proper installation of

foundations. Foundations shall be installed at the final grade.

All anchor bolts shall be positioned by means of steel templates. The center of the template shall coincide with the center of the foundation. Anchor bolt size and 19.5- inch bolt circle shall accommodate a 16-inch equipment cabinet per manufacturer's requirements. Anchor bolt size and 23.5- inch bolt circle shall accommodate a 20-inch equipment cabinet per manufacturer's requirements.

All small cell standard foundations shall be as detailed.

Conduits shall be properly positioned and anchored before the concrete is placed. Coordinate the base setback and orientation with Park City.

All foundations shall have ground rods conforming to the NEC or NESC. All foundations on structures shall be grounded to the structural steel by a method that is in accordance with the NEC or NESC and which is approved by Park City.

Concrete shall be Class B.

Anchor bolts shall be designed by the Contractor's and/or provider's engineer or as shown on the working drawings. The threaded ends of the anchor bolts, the nuts, and the washers shall be galvanized in accordance with ASTM A153.

ALL POLES AND CANTENNA STANDARDS:

Metal small cell standards shall be fabricated of steel unless otherwise approved by Park City. Whenever Small Wireless Standard Metal is specified, the Contractor and/ or provider shall furnish galvanized steel. The Contractor and/or provider may furnish aluminum small cell standards if Park City gives approval. Material type and shape of small standards shall be the same throughout the design district, unless otherwise approved by Park City.

All standards shall have weatherproof cable-entrance grommets located in conformity with the type of mounting used. Metal surfaces shall be free of imperfections marring the appearance and of burrs or sharp edges that might damage the cable.

All metal poles shall be straight and shall be supplied with polecaps when applicable.

Steel mast arms shall be made of Schedule 40 standard steel pipe conforming to ASTM A 53.

All steel poles, mast arms and base flanges shall be hot-dip galvanized in accordance with ASTM A 123. Units on which the spelter coating has been damaged shall be repaired as provided in AASHTO M 36, or other approved method.

Base flanges for steel poles shall have continuous welds both inside and outside, unless otherwise permitted. Base flanges inserted into the pole and bonded shall meet the requirements for materials and strength stated herein.

Each metal standard shall be wired with a breakaway fused connector of proper capacity rating. The

fused connector shall be located in the equipment cabinet. If the light standard has no equipment cabinet, the fused connector shall be located in the pole at the hand hole.

All equipment cabinets or bases shall have vandal resistant, removable access doors.

Hardware used with steel standards shall be either cadmium plated steel, hot dip galvanized steel, or stainless steel.

Materials shall be of a standard line from a name brand manufacturer or as specified in this document. Electrical material shall be listed by the Underwriters' Laboratories, Inc. (UL), and shall conform to the National Electrical Code (NEC) when the street lights are owned by Park City, or the National Electrical Safety Code (NESC) when the street lights are owned by the Utility. Material shall be the same as, or compatible with, that used and accepted by the agency responsible for maintenance.

Park City may inspect all lighting material and all electrical materials and all other materials and accept or reject them at the project site. Samples may be taken or manufacturer's certifications may be accepted in lieu of samples.

Poles, equipment cabinets, and bolts shall be galvanized stainless steel. Galvanizing will be performed in accordance with ASTM 123 and meet the following galvanization and paint requirements.

1. Galvanizing will be SSPC-SP1 Solvent wiped where needed and the Galvanizing will receive a sweep blast to a uniform dull appearance. Any areas of fracture will be repaired. Any excess zinc build up should be blended to no higher than the height of a dime with no thick edges or areas that may cause paint entrapment potentially leading to a premature coating failure.

The first epoxy coat typically should be applied within 120-180 minutes of abrasive blasting. Items shall be cleaned free of blast debris before coating. Compressed air should be used to clean items; items should be free of Oil, residue, and any other contaminants/debris.

- Epoxy Primer Gray- B107989EA80K-A
- Impact Resistance Direct 100 IN/LBS @ 2.0-3.0 Mils (ASTM D2794)
- Impact Resistance Indirect- 100 IN/LBS @ 2.0-3.0 Mils (ASTM D2794)

- Cross- Hatch Adhesion 5B (ASTM D3359)
- Conical Mandrel 1/8" (ASTM D522)
- Pencil Hardness 2H (ASTM D3363)
- Specific Gravity 1.58 +/- 0.05 G/ML
- Theoretical Coverage 121.63 ft²/LB @ 1.0 Mil
- 60 percent gloss 75-85 (ASTM D523)

The Epoxy prime coat shall be applied on poles for an DFT Average of 5.0 Mils for the bottom eight feet, 3.0 Mils DFT above that. Arms have the epoxy prime applied for a 3.0 mil DFT. DFT readings shall be taken in accordance with SSPC-PA2.

Top coat to be applied for an DFT of 3.0 mils average unless noted otherwise. Aerosol touch up should be used for coverage on areas that were masked by a hanging device (Hanging hook or chain, etc) or used to repair small scratches or imperfections.

Poles shall be set plumb, and centered, on the small cell standard foundation using leveling nuts when installed.

Defects and scratches on painted, powder-coated, or anodized poles shall be primed and painted with a color-matched paint to match undamaged pole sections. Defects and scratches on galvanized poles shall be re-galvanized in the field.

Stainless steel mounting hardware shall be used to mount luminaires, mast arms, access doors, cantenna, equipment cabinet, and other hardware to the poles. Apply an approved zinc-based anti-seize compound to all mounting hardware prior to assembly.

Banner arms (if required) shall be incorporated into small cell standard structural design.

CONDUIT:

All conduit shall be installed within the public Right of Way and shall be at least two-inch (2" minimum) inside diameter unless otherwise designated on the plans. The Contractor and/or provider may use larger conduit than specified. If larger conduit is used, it shall be for the entire run from outlet to outlet. Reducer couplings shall not be used. Larger conduits shall be sized to accommodate the constraints established by the hole in the pole anchor base plate.

Conduit terminating in standards or pedestals shall extend approximately two inches past the foundations and shall slope toward the junction box opening. Conduit entering pull boxes shall terminate two inches inside the box wall and two to five inches above the bottom, and shall slope toward the top of the box to facilitate pulling of conductors. Conduit entering through the bottom of a pull box shall be located near the end walls to leave the major portion of the box clear. At all outlets, conduits shall enter from the direction of the run.

The ends of all conduits, whether shop or field cut, shall be reamed to remove burrs and rough edges. Cuts shall be made square and true so that the ends will butt or come together for their full circumference.

Unless otherwise specified, conduit shall be rigid non-metallic electrical conduit currently recommended and approved by Underwriters' Laboratories, Inc. for the proposed use conforming to ASTM-F 441 schedule 40, (Schedule 80 or bored HDPE where installed under roadways).

Fittings shall be the type used outside the conduit and PVC cement welded. Submersible fittings shall connect the conduit in a manner that makes the joints watertight.

All in-grade Pull Boxes shall be polymer concrete, bottomless and tier 22 rated bolted covers. 13 inches by 24 inches and 18 inches deep manufactured by Quazite; Cat. # PG1324BA18, unless otherwise noted on the plans. Covers shall be Cat. # PG1324HH00 with stainless steel bolts and the word "ELECTRIC" molded into the top

Non-metallic conduit shall be cut with a hacksaw or other approved tool. Non-metallic conduit connections shall be the solvent-weld type.

Conduit connections at junction boxes shall be tightly secured and waterproofed. All conduit ends shall be sealed with duct seal after installation of wiring. The duct seal shall be rated for outdoor use.

When specified, conduit shall be installed under existing pavement by boring operations. Where plans show that existing pavement is to be removed, jacking the conduit is not required. Jacking or drilling pits shall maintain a minimum of two feet clear of the edge of pavement. Water shall not be used as an aid in the jacking or drilling operations.

Trenching shall be in conformance with Park City standards. Backfill shall be per Park City standards. Detectable red electrical warning tape shall be installed between six inches and 12 inches below finished grade for all underground conduit runs.

Underground conduit shall be buried a minimum of two feet below finished grade. There shall be no sag between boxes. Conduit within the public ROW shall be buried 48 inches (maximum) below finished grade.

Junction Boxes shall be placed at conduit ends, at all locations where conduit bends in a single run would equal 360° or greater per NEC requirements, and at all other locations shown on the plans. The Contractor may install additional pull boxes to facilitate the work.

Excavate minimum 24 inches below base depth of each junction box, backfill and compact with pea rock to permit draining of water.

Placement and setback of the junction boxes shall be coordinated with Park City. Unless otherwise shown on the plans or directed by Salt Lake City, junction boxes shall be installed so that the covers are level with the sidewalk grade. Covers shall be flush with the surrounding finished ground when no grade is established.

Where a conduit stub-out is called for on the plans, a sweeping elbow shall be installed in the direction indicated. All conduit stub outs shall be capped.

WIRING:

All wiring shall be copper, 600 Volt rated, Type: Conform to the applicable UL and ICEA Standards for the use intended. Copper conductors with 600-volt insulation unless otherwise specified or noted on the drawings. Stranded conductors for No. 8 and larger, with the exception of the ground rod conductor shall be #6 AWG solid, bare, copper.

Aluminum Conductors Prohibited: Aluminum conductors will not be permitted. Insulation: Type

THWN/ XHHW for underground installation in conduit, insulation minimum unless otherwise specified or noted on the drawings. Size: No. 12 minimum unless otherwise specified or noted on the drawings. Not less than NEC (NESC if Utility owned) requirements for the system to be installed.

Color Coding: Phase, neutral and ground conductors color-coded in accordance with NEC (NESC if Utility owned). Connect all Conductors of the same color to the same phase conductor as follows:

208Y/120V-3PH-4W Color coding shall be:

- 1) Phase = Black
- 2) Phase = Red
- 3) Phase = Blue
- 4) Neutral = White
- 5) Ground = Green

120/240V-1PH-3W Color coding shall be:

- 1) Line 1 = Black
- 2) Line 2 = Red
- 3) Neutral = White
- 4) Ground = Green

Unless otherwise authorized, the multiple system of electrical distribution shall be used. Conductors of the size and material specified shall be installed for control wiring, luminaire wiring, small cell equipment wiring, City IOT wiring, main circuit wiring, ground wiring, service entrance wiring, and all other wiring necessary for a complete installation.

Conductors shall be sized to prevent a voltage drop of more than three percent per feeder run. All conductors shall be installed in conduit. All power and lighting circuits shall include an insulated green grounding conductor.

A complete grounding system shall be installed for the entire lighting installation. Grounding shall consist of ground cables, conduits, grounding rods, wire or strap, and ground fittings, as required by the NEC (or NESC if Utility owned).

Type THWN conductors shall be used for all underground conduit runs. Leave sufficient lengths of branch conductors to allow conductor splices to be extracted from pole base for maintenance. Type XHHW shall be used for the service entrance conductors.

Extend three conductor SOW cable feeder leads to the luminaires from the cables in the pole base.

Install in-the-line fuses on each feeder lead. Leave sufficient lengths of feeder conductors to allow fuses and conductors to be extracted from pole base for maintenance.

Provide a No. 6 AWG solid, bare, copper wire connection to ground rod with ample length to allow connection to light standard, and system ground conductor.

Attach grounding conductor to the energy suppliers neutral at the service point. Terminate grounding conductor with less than 25 ohms ground reference at the service point. If ground resistance is greater than 25 ohms, add additional ground rod(s) or other ground reference bond to bring the resistance to under 25 ohms resistance to earth.

Provide ground rods elsewhere as shown on the drawings. Butt splices within the bases are not acceptable.

Butt splices within the bases are not acceptable.

At each pole, provisions shall be made for convenient sectionalizing of the circuits. This shall be done by providing ample length (18 to 24 inches) of branch conductor ends and performing splices using submersible type (Burndy Uni-tap connectors or an approved equal). Wire nuts are not an acceptable method for splicing. Splicing shall only be performed within the pole bases and splice boxes where applicable.

Separation of service shall be provided within the pole by conduit or dividers. Electrical wiring and fiber shall be separated by Owner within.

FUSES

Each luminaire in the 120-volt system shall be fused with one 6-amp fuses. Fuse connectors shall be installed in the phase wires of their respective circuits at the pull box located adjacent to the light standards or in the pole base. The fuses shall be mounted in inline single-pole molded fuse connector/holders. The fuse holders shall be a DOT-PLUG (Catalog No. Duraline-16998), or approved equal.

Fuses shall be of the breakaway type. The Contractor shall provide sufficient excess conductor length to allow withdrawal of the connected fuse holder. The grounding wires shall not be fused. Fuses and fuse holders shall be "UL" listed and shall be installed in such a manner that the fuse stays with the load side when holder is separated. In addition, the Contractor shall form loops in the leads on each side of the fuse holders and so position the fuse holders so that they may be easily removed or inserted through the opening at top of pull box.

SECONDARY SERVICE PEDESTALS

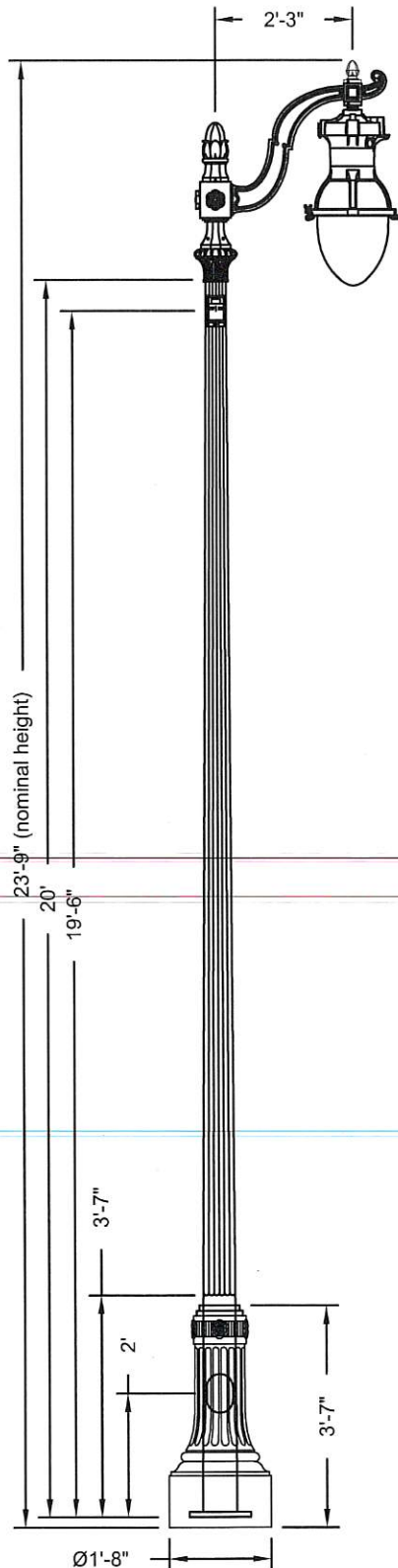
The service cabinet shall include all equipment necessary to connect to the energy provider's overhead secondary conductors or transformer.

All-In-One commercial meter/power pedestal and non-metered/power pedestals shall meet or exceed Park City's Standards.

AS-BUILT DRAWINGS:

Contractor shall supply accurate as-built drawings of the project to Park City. Drawings shall indicate location and setback of conduit, lighting control center, and utility service point, and pole locations along the roadway measured from a reliable location.

ATTACHMENT A: MAIN STREET DECORATIVE LIGHTS



Specifications

POST DESCRIPTION

The lighting post shall consist of a one-piece fluted tapered pole, pole top tenon, anchor bolts and base plate. The post shall be welded to the square steel base plate. The post will be provided with (1) GFI weatherproof receptacle with wet location while in-use cover.

MATERIALS

The lighting pole shall be formed from tubes conforming to ASTM A595, and have a constant linear taper of .14 in/ft. The tube's seam will have a smooth full length longitudinal high frequency resistance weld and will have no visual appearance.

DIMENSIONS

The post shall be 20'-0" in height with a 12" square base plate. The poles handhole will be 5.19" x 7.56". The tenon will be Ø3"x9" long for arm mounting. The ELC series arm will have a span of 27" from post center to luminaire center.

INSTALLATION

The pole shall be provided with four 1" diameter L-type anchor bolts to be installed on a Ø12" bolt circle, and shall include double nuts, two flat washers, and one lock washer, per bolt.

LUMINAIRE DESCRIPTION

- Esplanade Teardrop
- 150W High Pressure Sodium (mogul)
- Multivolt 120-277V, Factory Wired For 240V Only
- Teardrop Type IV Glass Door
- NEMA Twistlock Photocontrol Receptacle
- DTL Twistlock Photocontrol 120-277V

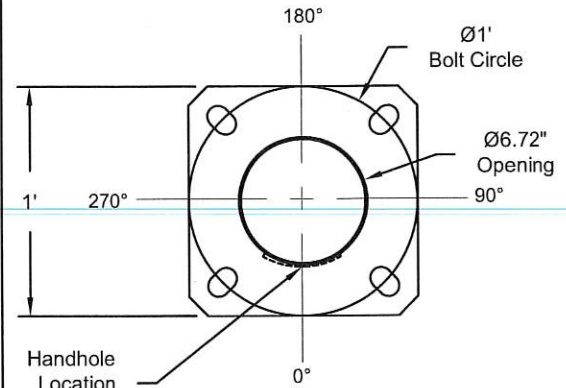
For complete specifications see LUM_ESPLANADE.

Accessory Mounting Detail

	Orientation	Height
RECEPTACLE		

FILL OUT CHART DURING APPROVAL PROCESS

Anchorage Detail



DO NOT USE TO SET ANCHOR BOLTS
CONTACT CUSTOMER SERVICE FOR TEMPLATE

Catalog #'s:

FL210672A200P9FPHHFST - ELC27 - FGIUS - NY20CICSB - AB - RFD168565 - ESU15AHPMCPB4RP27 S-67516

Customer Signature

Date



Park City Main Street

ORDER #: 2172-12-10126-4	TYPE:	DRAWING #:
REVISION:	REVISION DATE:	TSG 008243
DRAWN: KRW	ORIGIN DATE: 4/21/14	PAGE: 1 of 1

THIS DRAWING, WHEN APPROVED, SHALL BECOME THE COMPLETE SPECIFICATION FOR THE MATERIAL TO BE FURNISHED BY HOLOPHANE ON THE ORDER NOTED ABOVE. A UNIT OF SIMILAR DESIGN MAY BE SUPPLIED, BUT ONLY AFTER APPROVAL BY THE CUSTOMER IN WRITING. ON POLE ORDERS AN ANCHOR BOLT TEMPLATE PRINT WILL BE SUPPLIED WITH EACH ANCHOR BOLT ORDER TO MATCH THE POLE PROVIDED. THIS PRINT IS THE PROPERTY OF HOLOPHANE AND IS LOANED SUBJECT TO RETURN UPON DEMAND AND UPON EXPRESS CONDITION THAT IT WILL NOT BE USED DIRECTLY OR INDIRECTLY IN ANY WAY DETRIMENTAL TO OUR INTERESTS, AND ONLY IN CONNECTION WITH MATERIAL FURNISHED BY HOLOPHANE.

ATTACHMENT B: DEER VALLEY DRIVE DECORATIVE LIGHTS

120 VOLT PLUG IN RECEPT

20.10"

30" HUB STYLE BANNER ARM

15'

12'

ACCESS HAND HOLE

12"

8.5"

ANCHOR BASE DETAIL
12" BOLT CIRCLE
ANCHOR BOLTS: 3/4" x 18"

CAST ALUMINUM BALLAST HOUSING

FACTORY PREWIRED AND TESTED BALLAST, 70W HPS, (SPECIFY VOLTAGE) MOUNTED ON KEY HOLE SLOTTED ALUMINUM PLATE

SPUN ALUMINUM BALLAST COVER

CAST ALUMINUM CAGE RING KEY HOLE SLOTTED FOR EASY RELAMPING

SPUN ALUMINUM LOUVER

PORCELAIN MEDIUM BASE SOCKET

6" GLASS REFRACTOR BOWL (TYPE III)

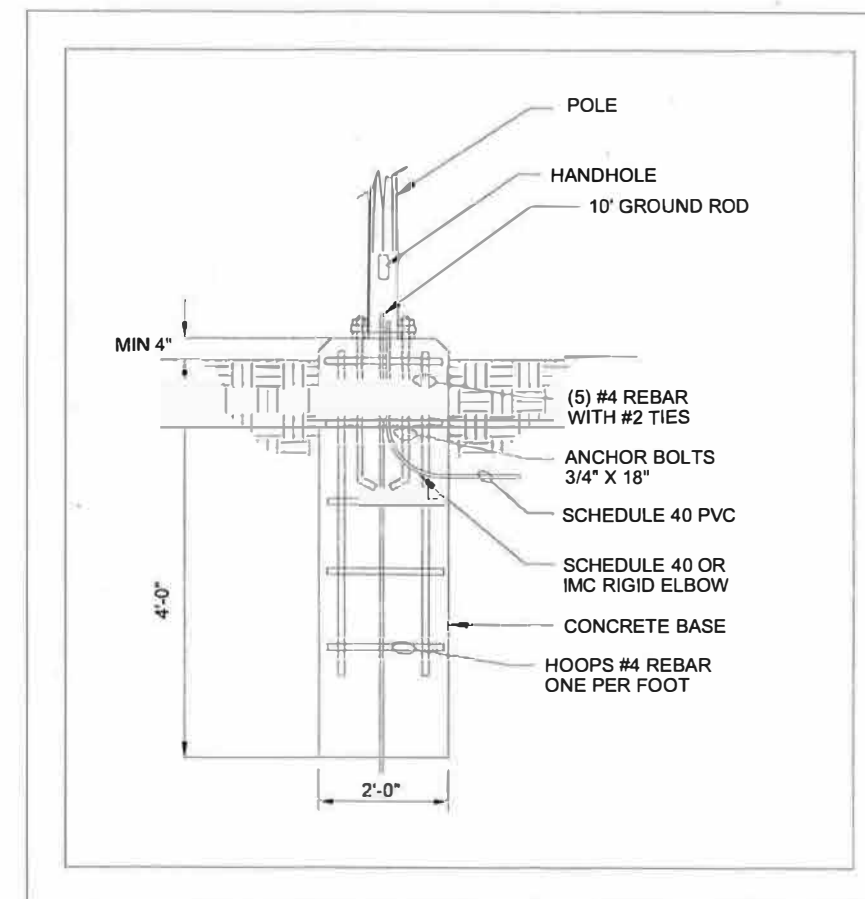
19.00"

CLEAR ACRYLIC GLOBE

CAST ALUMINUM CAGE

LIGHTING POLE SCHEDULE						
CIRCUIT NUMBER	15' LIGHT POLE WITH LUMINAIRE	POLYMER CONCRETE JUNCTION BOX, TIER 22, TYPE I	NO. 2 SINGLE CONDUCTOR CABLE	NO. 6 SINGLE GROUND WIRE	2" SCHEDULE 40 PVC CONDUIT	ABOVE GROUND DISCONNECT AND METER
	EACH	EACH	FEET	FEET	FEET	EACH
A	7	12	3200	1600	1600	1
B	1	1	160	80	80	

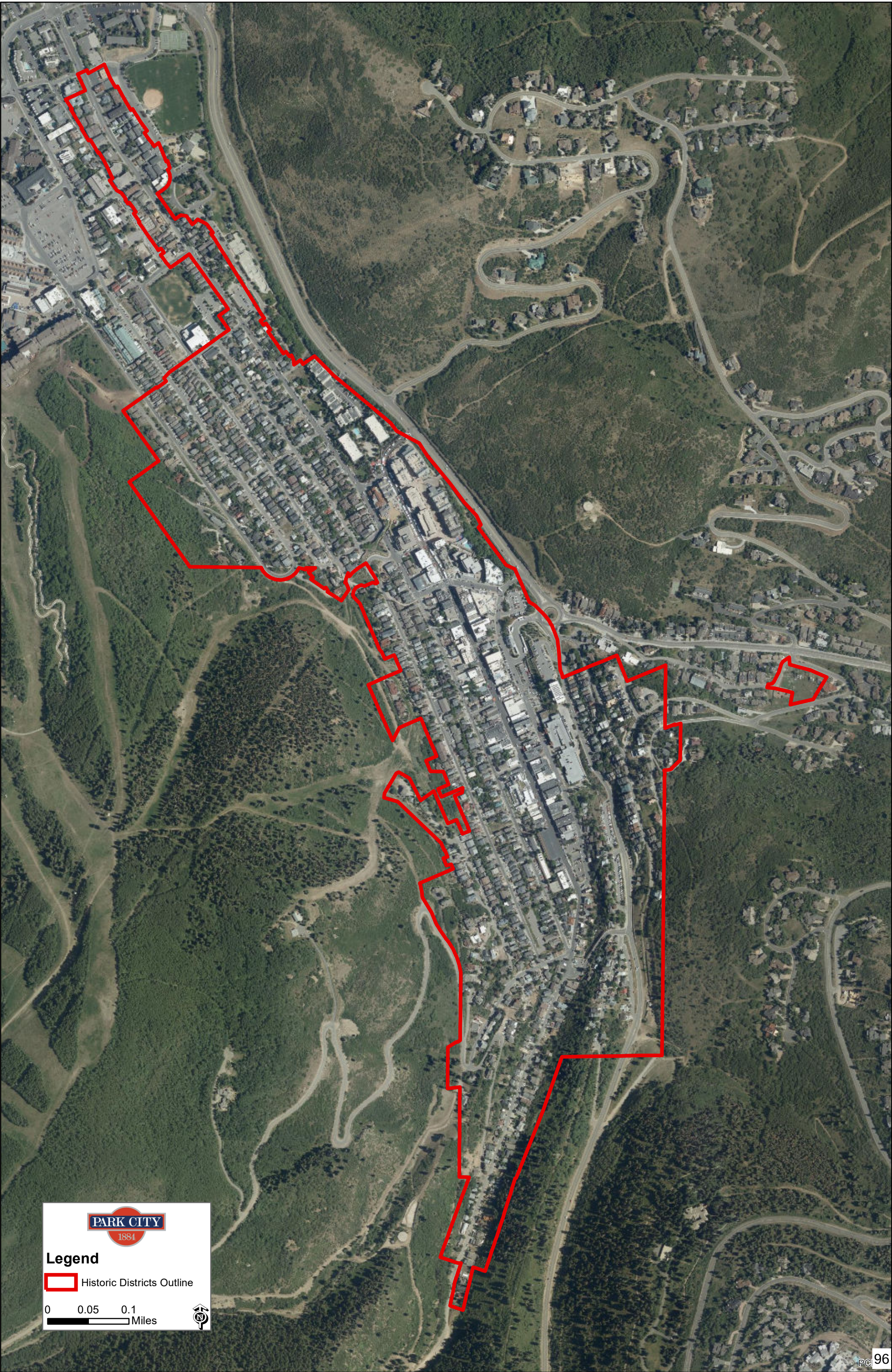
1. PEDESTRIAN LIGHTING SYSTEM REQ'D
2. CONTACT DUANE LAYTON (435-655-7813) FROM ROCKY MOUNTAIN POWER, MINIMUM OF 30 WORKING DAYS BEFORE POWER IS REQUIRED, TO COORDINATE POWER SOURCE LOCATION AND CONNECTION.
3. PROVIDE MIN OF 3 FT OF CABLE SLACK IN EVERY JUNCTION BOX.
4. CONTRACTOR RESPONSIBLE FOR CALCULATING WIRING AND CONDUIT QUANTITIES.
5. CONDUIT AND JUNCTION BOXES LOCATIONS ARE APPROXIMATE. ADJUST LOCATIONS AS NECESSARY TO AVOID EXISTING AND PROPOSED UTILITY CONFLICTS AND TO REMAIN WITHIN THE RIGHT OF WAY.
6. CONTRACTOR TO INSTALL ABOVE GROUND DISCONNECT AND METER PEDESTAL WITHIN 3 TO 10 FEET OF THE POWER SOURCE. INSTALLATION INCLUDES CONDUIT TO THE POWER SOURCE. CONFIRM WITH ROCKY MOUNTAIN POWER THE POWER SOURCE LOCATION IS SUITABLE FOR LIGHTING NEEDS PRIOR TO INSTALLATION.
7. CONTRACTOR REQUIRED TO OBTAIN A BUILDING PERMIT TO SET FINAL ELECTRICAL CONNECTION.
8. LIGHT POLES AND LIGHT FIXTURES SHALL CONFORM TO PARK CITY REQUIREMENTS AND BE APPROVED BY THE ENGINEER.
9. EACH STREET LIGHT SHALL HAVE A JUNCTION BOX WITH FUSE.
10. MARK JUNCTION BOX COVERS WITH "STREET LIGHTING".



PROJECT		DEER VALLEY DRIVE, PARK CITY		UTAH DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN APPROVED PROFESSIONAL ENGINEER DATE				REVISED							
PROJECT NUMBER		F-LC43(30)						PIN		7164					
LIGHTING DETAIL SHEET				UTAH DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN APPROVED PROFESSIONAL ENGINEER DATE				QC CHECKED BY		TEH					
JHC - ROADWAY IMPROVEMENT				UTAH DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN APPROVED PROFESSIONAL ENGINEER DATE				DRAWN BY		DJ					
PROJECT				DEER VALLEY DRIVE, PARK CITY				NO.		DATE		APPROVED BY		REMARKS	

ATTACHMENT C: PARK CITY HISTORIC DISTRICT BOUNDARIES

Historic Districts





PARK CITY MUNICIPAL CORPORATION

WIRELESS FACILITY within PUBLIC RIGHTS OF WAY and ENCROACHMENT PERMIT APPLICATION & AGREEMENT

445 Marsac Ave, Park City, UT 84060

Phone (435) 615-5057

Email corey.legge@parkcity.org

(City use only) Application #

The Following Items Must be Included with Each Proposed Wireless Facility Site (Small Cell) listed on this Application

All lines must be completed, applicable documents labeled property and application must be signed before application can be accepted

☐ Plans with the following; A scaled site plan, A scaled Elevation view, showing Site Dimensions	☐ Traffic Control Plan (TCP)	☐ Copy Of State Contractors License
☐ Plans showing Site Distance from streets, subdivisions, and showing all ADA standards	☐ Work Area and Best Management Practices (BMPS)	☐ If Applicable, Encroachment Permit information filled out per site.
☐ Pole Load Analysis	☐ Certificate of Insurance with PCMC named additionally insured	☐ If applicable, Proof of Franchise Agreement

* All Digital files must be in PDF format, and labeled with the Small Cell **Company Name, Address of Small Cell location, and submittal type** (i.e. Park City _ 445 Marsac Ave_ traffic control plan) **Up to 25 sites can be submitted on one application if contractor and owner information is to remain the same with each small cell location. If using a separate contractor or if work is for different owners then a separate application is required for each.**

OWNER INFORMATION

Application Date:	Owner Name:	Master License Agreement Number:
Name of Project/Development/Utility:		
Phone #:	Email:	
Mailing Address:	City:	State : Zip:
24 Hour Owner Contact:	24 Hour Owner Phone #:	

CONTRACTOR INFORMATION

Contractor:	License # :
Mailing Address:	City: State: Zip:
phone #:	Email:
24 hour Contact Name:	24 Hour Email: 24 Hour Phone #:

WIRELESS FACILITY (SMALL CELL) & STREET CUT/ENCROACHMENT INFORMATION

Site _____ / 25 on Application

Type of work, Fill in all that applies

Address of Proposed Small Cell Location:			Franchise Agreement #:		
Collocate Existing Pole: ☐	City Owned Pole: ☐	Pole Replacement: ☐	New Pole: ☐		
Owner of Existing or Future Pole:			Pole #:		
Anticipated Start Date:			Anticipated Duration of Work:		
Overall Area Of Work:	Length:	Width:	Materials to be used, Check all that apply.		
Street Cut: ☐	Length:	Width:	Concrete: ☐	Asphalt: ☐	Other:
Boring: ☐	Length:	Width:	Boring with Pot Holes? ☐ ☐		How Many:
Sidewalk Cut: ☐	Length:	Width:	Description Of Work Being Completed:		
Curb and Gutter Cut: ☐	Length:	Width:			
Park Strip/ Other: ☐	Length:	Width:			
Manhole Access? ☐	How Many?				

(City Use Only) Permit #

WIRELESS FACILITY (SMALL CELL) & STREET CUT/ENCROACHMENT INFORMATION				Site _____ / 25 on Application	
Type of work, Fill in all that applies					
Address of Proposed Small Cell Location:				Franchise Agreement #:	
Collocate Existing Pole: ☐	City Owned Pole: ☐	Pole Replacement: ☐	New Pole: ☐		
Owner of Existing or Future Pole:				Pole #:	
Anticipated Start Date:			Anticipated Duration of Work:		
Overall Area Of Work:	Length:	Width:	Materials to be used, Check all that apply.		
Street Cut: ☐	Length:	Width:	Concrete: ☐	Asphalt: ☐	Other:
Boring: ☐	Length:	Width:	Boring with Pot Holes? ☐	☐	How Many:
Sidewalk Cut: ☐	Length:	Width:	Description Of Work Being Completed:		
Curb and Gutter: ☐	Length:	Width:			
Park Strip/ Other: ☐	Length:	Width:			
Manhole Access? ☐	How Many?				
(City Use Only) Permit #					

WIRELESS FACILITY (SMALL CELL) & STREET CUT/ENCROACHMENT INFORMATION				Site _____ / 25 on Application	
Type of work, Fill in all that applies					
Address of Proposed Small Cell Location:				Franchise Agreement #:	
Collocate Existing Pole: ☐	City Owned Pole: ☐	Pole Replacement: ☐	New Pole: ☐		
Owner of Existing or Future Pole:				Pole #:	
Anticipated Start Date:			Anticipated Duration of Work:		
Overall Area Of Work:	Length:	Width:	Materials to be used, Check all that apply.		
Street Cut: ☐	Length:	Width:	Concrete: ☐	Asphalt: ☐	Other:
Boring: ☐	Length:	Width:	Boring with Pot Holes? ☐	☐	How Many:
Sidewalk Cut: ☐	Length:	Width:	Description Of Work Being Completed:		
Curb and Gutter: ☐	Length:	Width:			
Park Strip/ Other: ☐	Length:	Width:			
Manhole Access? ☐	How Many?				
(City Use Only) Permit #					

WIRELESS FACILITY (SMALL CELL) & STREET CUT/ENCROACHMENT INFORMATION				Site _____ / 25 on Application	
Type of work, check all that apply					
Address of Proposed Small Cell Location:				Franchise Agreement #:	
Collocate Existing Pole: ☐	City Owned Pole: ☐	Pole Replacement: ☐	New Pole: ☐		
Owner of Existing or Future Pole:				Pole #:	
Anticipated Start Date:			Anticipated Duration of Work:		
Overall Area Of Work:	Length:	Width:	Materials to be used, Check all that apply.		
Street Cut: ☐	Length:	Width:	Concrete: ☐	Asphalt: ☐	Other:
Boring: ☐	Length:	Width:	Boring with Pot Holes? ☐	☐	How Many:
Sidewalk Cut: ☐	Length:	Width:	Description Of Work Being Completed:		
Curb and Gutter: ☐	Length:	Width:			
Park Strip/ Other: ☐	Length:	Width:			
Manhole Access? ☐	How Many?				
(City Use Only) Permit #					

CONDITIONS OF APPROVAL

Work in the Right-of-Way Guarantee	\$2,000.00 held for 1 year after final inspection.
ROAD CLOSURES REQUIRE ADDITIONAL PERMIT & PRIOR AUTHORIZATION FROM CITY	

- All small cell (AKA Wireless Facility in public Right of Way) applications may take up to 30 (thirty) days for initial review and processing.
- Applicant will be sent an invoice for the required bond and fees after the application is accepted and reviewed. Payment is required prior to issuing of permits.
- Applicant is required to consult with the utility companies and Blue Stakes, within the project area, prior to the start of the encroachment. In granting this permit to encroach upon its Public Rights of Way, Park City Municipal Corporation makes no representation as to the location of utility facilities within the work area, or the effect of the permitted encroachment on the said utilities. In addition, no authorization is given or inferred by this permit to allow access onto private property. Owner's written permission is required to be attached to the permit application, if a work plan includes access onto private property, including private lanes.
- In consideration for the granting of an small cell and encroachment permit by Park City Municipal Corporation, the above noted applicant hereby promises (1) to perform the small cell install and encroachment work in a professional manner, in conformance with the ordinances of Park City Municipal Corporation and (2) to hold harmless the Park City Municipal Corporation, its officers, agents, employees or servants from all other costs, damages and liabilities that may accrue or be claimed to accrue by reason of any work performed under a permit issued, pursuant to this application.

• 72 HOUR ADVANCE NOTICE REQUIRED •

• CONTRACTOR MUST NOTIFY INSPECTOR WHEN WORK IS TO BE STARTED, WHEN WORK IS COMPLETED AND WHEN MATERIALS ARE TO BE INSTALLED

• Max permit duration = 10 Days Extensions by written Requests

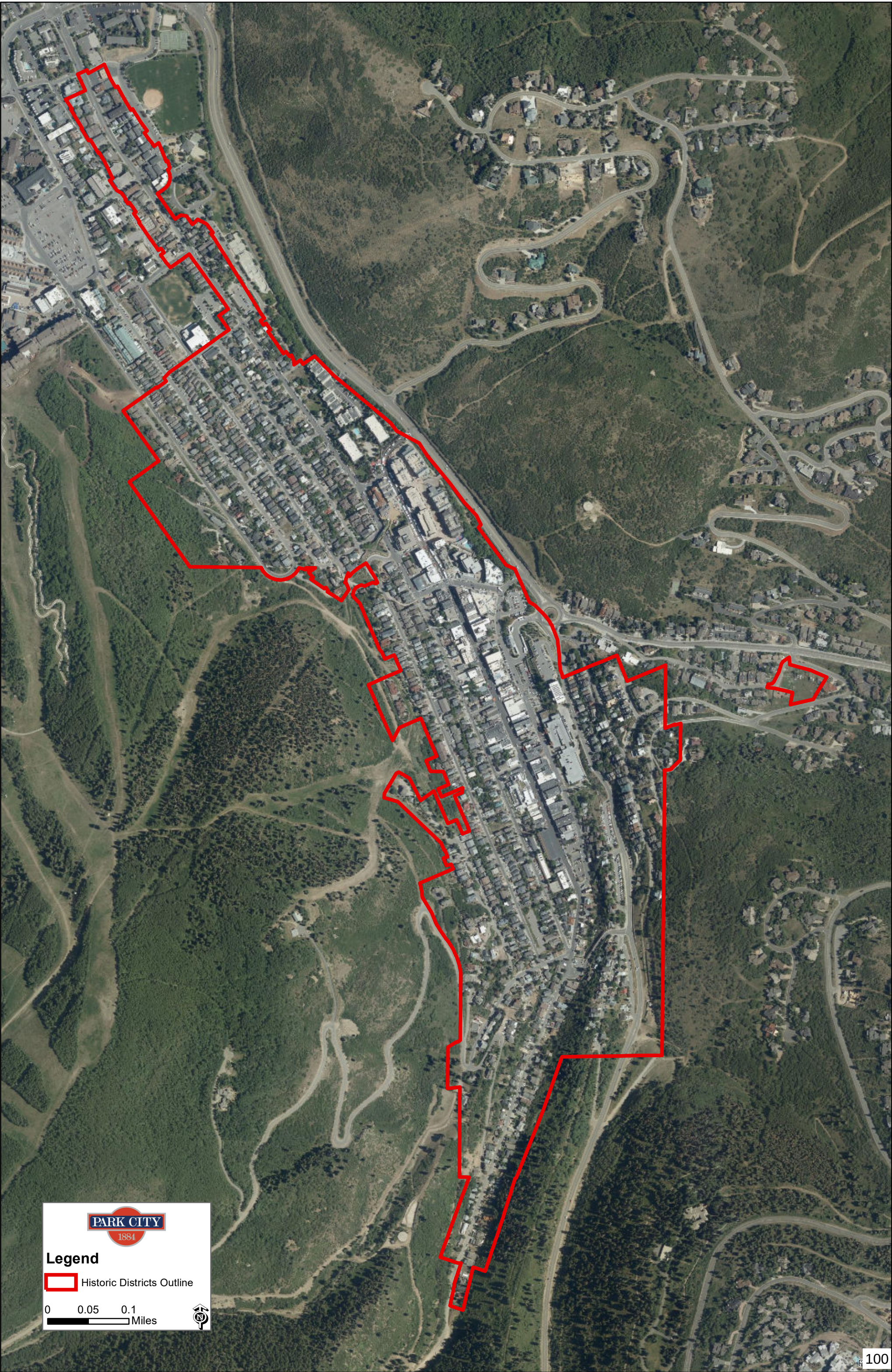
•ENGINEERING INSPECTOR MAY BE REACHED AT (435)-615-5071

By submitting this form electronically, you agree your electronic signature is the legal equivalent of your manual signature on this form as if actually signed by you in writing. By submitting this form electronically, you consent to be legally bound by this form's terms and conditions.

SIGNATURE OF APPLICANT:	PRINT NAME:	DATE:

SIGNATURE BELOW GRANTS PERMISSION FOR THE ABOVE-MENTIONED APPLICANT TO ENCROACH ON PARK CITY PROPERTY AND/OR ITS PUBLIC RIGHTS OF WAY, AS DESCRIBED IN THE ABOVE APPLICATION, AND INDICATES APPROVAL OF ATTACHED WORK AREA & BMP MAP (PAGE 6).

Historic Districts



Council Agenda Item Report

Meeting Date: July 30, 2020

Submitted by: Ken Fisher

Submitting Department: Recreation

Item Type: Staff Report

Agenda Section:

Subject:

Consideration to Appoint Jane Campbell, Mike Cohen, Kraig Moyes and Ed Parigian to the Recreation Advisory Board for a Term Expiring July, 2023

(A) Public Input (B) Action

Suggested Action:

Attachments:

[RAB Appointments Staff Report](#)



City Council Staff Report

Subject: RAB Appointments

Author: Ken Fisher, Recreation Manager

Department: Recreation

Date: July 30, 2020

Type of Item: Administrative

Summary Recommendation

Appoint Jane Campbell, Mike Cohen, Kraig Moyes and Ed Parigan to the Recreation Advisory Board (RAB) for a term expiring July, 2023.

Executive Summary

- July 10, 2020 Council member Max Doilney and Recreation Director Ken Fisher interviewed four applicants for open seats on RAB.
- August 17, 2017 City Council amended the ordinance that governs RAB to change the number of members from seven to a range of between five and nine members. This allows City Council to appoint all four applicants to RAB.

Background

There are currently up to five Recreation Advisory seats available for appointment. The board may have between five and nine members. The appointments recommended will give the board eight members.

Mike Cohen and Kraig Moyes will be new board members while Jane Campbell and Ed Parigan would be appointed for another term. All will be appointed to terms that will run until July, 2023. Current board member Eric Hoffman has termed out and was not eligible to reapply. Bret Isaacson decided to not reapply.

The Recreation Advisory Board will be made up of the following members:

Name	Term
Sebe Ziesler	July 2021
Eden Cooper	July 2022
Emma Garrard	July 2022
Meg Steele	July 2022
Jane Campbell	July 2023
Ed Parigan	July 2023
Mike Cohen	July 2023
Kraig Moyes	July 2023

Department Review

Recreation, Legal & Executive reviewed this report

Council Agenda Item Report

Meeting Date: July 30, 2020

Submitted by: Heinrich Deters

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section:

Subject:

Electric Assisted Mountain Bike Courtesy Tag Program

Suggested Action:

Attachments:

[Electric Mountain Bike 'Courtesy Tag' Program Staff Report](#)



City Council Staff Report

Subject: Electric Mountain Bike- Courtesy Tag Program

Author: Heinrich Deters

Department: Sustainability

Date: July 30, 2020

Type of Item: Staff Communication

Recommendation

In response to community requests, staff has created a 'courtesy tag' program for electric assisted mountain bikers who wish to identify their compliance with the City's non-motorized trail ordinance. Staff recommends Council consider the program and, if supportive, direct staff to implement the new program accordingly.

Background

On August 29, 2019, City Council approved amendments to ordinance [10-1-4.5 Non-Motorized Trail Use](#), in addition to discussing policy aspects associated with the use of electric assisted mountain bikes (E-MTBs) on natural surface trails within City limits.

[August 29, 2019 Staff Report E-Bike Ordinance and Policy](#)

[August 29, 2019 Minutes Page 8 E-Bike Discussion](#)

Council was supportive of having staff develop a 'courtesy tag program' as part of the discussion.

Analysis

The program is for courtesy purposes only.

-Apply online:

[Electric Assist Mountain Bike Policies and Uses](#)

-Applicants provide name and contact information.

-Applicants will certify reason for request; age, disability, both.

-Provide make/model of bike

-Application is free.

-The tag does not have an expiration date.

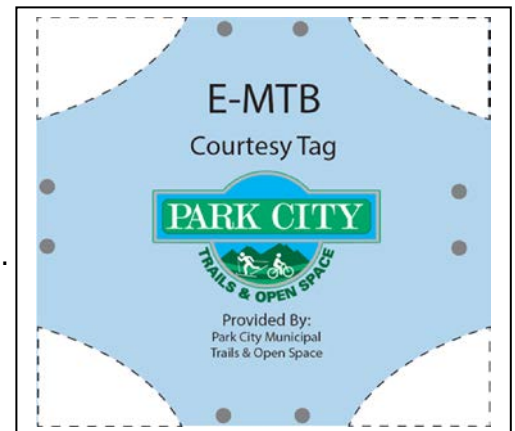
-The tag is higher grade plastic for durability. (see below)

-Tags will be specific to users and the bike registered.

-The tag is not transferrable.

-The ordinance will be provided on the application site for reference.

-Tags are requested to be displayed on the bike handlebars similar to a 'race/event' number.



Staff will collect and utilize the data for program documentation not enforceability. Additionally, data will help staff evaluate the success or need of the program when reevaluating in the future.

Funding

Trails and Open Space staff will implement the program 'in-house' and fund hard costs (tags, postage/envelopes, additional signage at kiosks/trails) estimated to be approximately \$1,500, via the Trails Master Plan CIP.

Council Agenda Item Report

Meeting Date: July 30, 2020

Submitted by: Mindy Finlinson

Submitting Department: Finance & Accounting

Item Type: Staff Report

Agenda Section:

Subject:

City Manager Intent to Execute Assignment of Professional Services Agreement for Audit Services

Suggested Action:

Attachments:

[Audit Services Contract Staff Report](#)

[Exhibit A: Piercy Bowler Assignment of Contract - Draft](#)



City Council Staff Communications Report

Subject: City Manager Intent to Execute Assignment of Professional Services Agreement for Audit Services
Author: Mindy Finlinson, Finance Manager
Department: Finance
Date: July 30, 2020

On [April 4th, 2019](#), Park City Municipal Corporation (City) entered into a Professional Services agreement with Piercy Bowler Taylor & Kern (PBTk) for audit services. The contract is for a two-year term commencing July 1, 2019 with an automatic renewal (unless prior written notice for intent not to renew is given) for five successive one-year terms coinciding with fiscal years 2021, 2022, 2023, 2024 and 2025 (total of seven years of audit services).

On July 1, 2020, PBTk combined with BDO USA, LLP (BDO). BDO is the 7th largest CPA firm in the US and the 5th largest in the world. PBTk's professionals including all PBTk shareholders will continue in client service rolls with the combined firm. Other than the change of name and availability of additional specialty resources, there will be no difference in services, staffing and fee arrangements.

It is the intent of the City Manager to execute the assignment of this contract to BDO.

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

This Assignment of Park City Municipal Corporation Service Provider/Professional Services Agreement dated this _____ day of _____, 2020, (“**Assignment**”) is from **PIERCY BOWLER TAYLOR & KERN CERTIFIED PUBLIC ACCOUNTANTS AND BUSINESS ADVISORS APC, a Nevada corporation**, (“**Assignor**”), to **BDO USA, LLP**, a _____ limited liability partnership, (“**Assignee**”).

Assignor hereby conveys, transfers, assigns, delivers, and contributes to Assignee all of Assignor’s right, title, and interest in the Park City Municipal Corporation Service Provider/Professional Services Agreement by and between Assignor and PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, dated the 16th day of May, 2019.

The person signing this Assignment on behalf of Assignor hereby warrants his/her authority to do so and to bind the Assignor.

This Assignment 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.

Each party agrees that the signatures of the parties included in this Assignment, 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, Assignor has duly executed under seal and delivered this Assignment, as of the day and year first above written.

PIERCY BOWLER TAYLOR & KERN
CERTIFIED PUBLIC ACCOUNTANTS
AND BUSINESS ADVISORS APC, a
Nevada corporation

By: _____

Name Printed:

Title:

STATE OF _____)
) ss.
COUNTY OF _____)

On this the ____ day of _____, 2020, personally appeared before me, _____, whose identity is personally known to me or has been proven on the basis of satisfactory evidence, and being first duly sworn, acknowledged that he/she was duly authorized to execute the foregoing instrument as _____ of **PIERCY BOWLER TAYLOR & KERN CERTIFIED PUBLIC ACCOUNTANTS AND BUSINESS ADVISORS APC**, a Nevada corporation, and that he/she did so of his/her own voluntary act on behalf of the corporation.

Notary Public

ACKNOWLEDGEMENT OF ASSIGNEE:

Assignee, **BDO USA, LLP**, a _____ limited liability partnership, hereby acknowledges and accepts all of the rights and performance obligations contained in the Park City Municipal Corporation Service Provider/Professional Services Agreement by and between Assignor and PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, dated May 16, 2019.

BDO USA, LLP agrees to provide proof of insurance in accordance with the requirements of the Park City Municipal Corporation Service Provider/Professional Services Agreement.

The person signing this Acknowledgement hereby warrants his/her authority to do so and to bind BDO USA, LLP.

Dated this _____ day of _____, 2020.

BDO USA, LLP, a _____ limited liability partnership

By: _____

Name Printed:

Title:

Council Agenda Item Report

Meeting Date: July 30, 2020

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Minutes

Agenda Section:

Subject:

Consideration to Approve the City Council Meeting Minutes from July 9 and 16, 2020

Suggested Action:

Attachments:

[July 9, 2020 Minutes](#)

[July 16, 2020 Minutes](#)



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

July 9, 2020

The Council of Park City, Summit County, Utah, met in open meeting on July 9, 2020, at 3:45 p.m. The meeting was a remote, electronic meeting due to the declared public health emergency.

Council Member Gerber moved to close the meeting to discuss property, personnel, and litigation at 3:45 p.m. Council Member Joyce seconded the motion.

RESULT: APPROVED

AYES: Council Members Doilney, Gerber, Henney, Joyce, and Worel

CLOSED SESSION

Council Member Gerber moved to adjourn from Closed Meeting at 5:00 p.m. Council Member Worel seconded the motion.

RESULT: APPROVED

AYES: Council Members Doilney, Gerber, Henney, Joyce, and Worel

WORK SESSION

Park City Arts and Culture District Project Update:

David Everitt, Deputy City Manager, and Steve Swisher, GTS, the owner's representative for the Arts and Culture District project, presented this item. Everitt displayed the proposed design of the buildings. He reviewed the history leading up to this project. Upon project approval, master planning began and continued throughout 2018-2019. Many things were desired for this district, including opportunities for cultural activities, a vibrant pedestrian experience, a nice entry, a community living room, natural beauty of the surrounding mountains, and a place to live, work, create and play. The design would connect the district to other districts, be sustainable, and would accommodate public programs. He explained the different buildings and indicated there would be a food hall, a media arts building, a transit center, entrepreneurial spaces, and affordable housing.

Council Member Worel asked what role the design committee had in the creative process. Everitt indicated the committee was made up of experts in restaurant, children,

1 music, etc., and they played a part in determining what was going to happen on the site,
2 how it would all fit together, and who would use it. Swisher stated a youth center was
3 added to the plans, which created quite a bit of enthusiasm in the group.

4
5 Council Member Henney asked about the part the Arts and Culture District would play in
6 connectivity and why the bridge over Bonanza Drive was eliminated from the plan.
7 Everitt stated there were several commercial areas around town and the committee
8 tried to think of how the Arts and Culture District could connect to the other areas. He
9 noted the Park Avenue/Homestake Road transit stop was the most utilized stop in the
10 region. Pedestrian paths from Park Avenue through Homestake to the District had been
11 planned. UDOT would be making improvements to SR 248 and the intersection at
12 Bonanza would be restriped and improved. The bridge concept was still being
13 considered. Council Member Henney stated another busy transit stop was in
14 Prospector, and asked if that stop could be evaluated as well. Everitt stated the process
15 would evolve, but there was thought to putting a connector that would include the two
16 major stops.

17
18 Everitt discussed funding for the project. The primary funding would be the 1%
19 Transient Room Tax (TRT), and other funding included the future proceeds from the
20 sale of property as well as funding from Transit, Affordable Housing, Walkability, a new
21 Housing Authority rent revenue bond, and Capital Improvement funds. The City
22 program space cost estimate was \$38.1 million, Affordable Housing \$18.4 million, and
23 Transit \$8.7 million. He indicated most of the project cost would be in 2022 and 2023.

24
25 Everitt discussed the opportunities that the Arts and Culture District would bring to the
26 community, including regional transit connections, active transportation between Iron
27 Horse, Bonanza Park and Prospector area, the potential to install underground power
28 lines, etc. He noted in the next year, staff would submit the Master Planned
29 Development (MPD) application, award the contract for design services and demolition
30 services, submit an RFP for a construction management firm, and conduct outreach. He
31 stated it was a good time to develop with low finance rates and potentially lower
32 construction costs.

33
34 Council Member Joyce stated there were many things in the project design that Council
35 hadn't discussed, such as affordable housing and constructing a new transit center. He
36 hoped to have a discussion with Council to firm up plans and funding before the
37 demolition began. He suggested a phased building approach while TRT funds built up.

38
39 Council Member Henney reiterated there were many pedestrians in these areas today.
40 The idea was to attract them to the Arts and Culture District, but the issue was having a
41 connection over or under Bonanza. He wanted a way for pedestrians to connect to the
42 district. Everitt agreed and noted this was a challenge with the project. Mayor Beerman
43 also felt the walkability was very important. Council Member Worel asked about a

tunnel under Bonanza. Swisher stated utilities were situated in such a way that a tunnel could be constructed by the rail trail. A tunnel could be researched further down the street as well. Council Member Doilney favored the tunnel. He was excited to see the design and stated walkability was of utmost importance. Council Member Gerber was excited for the possibilities the area had in relation to housing, art, walkability, food and more, and was glad the public could get a first look. Mayor Beerman stated every one of the critical priorities would be addressed with this project, and he thought the community would be very engaged.

REGULAR MEETING - 6:00 p.m.

I) ROLL CALL

Attendee Name	Status
Mayor Andy Mayor Beerman Council Member Max Doilney Council Member Becca Gerber Council Member Tim Henney Council Member Steve Joyce Council Member Nann Worel Matt Dias, City Manager Mark Harrington, City Attorney Michelle Kellogg, City Recorder	Present via technology
None	Excused

II) RECOGNITION

1. Consideration to Approve Resolution 16-2020, a Resolution Recognizing Temple Har Shalom's 25th Anniversary and Proclaiming July 12, 2020 as Temple Har Shalom Day:

Minda Stockdale, Deputy City Recorder, introduced Fritz Edelstein and Bill Becker with Temple Har Shalom. Edelstein thanked the City for considering the proclamation and indicated the members of his congregation contributed and served so many entities in the community. Becker stated there were over 1,000 congregants consisting of 330 families, and they found Park City to be helpful and supportive to their organization. Council Member Worel stated she saw firsthand the work those with the temple did for the community. Dan Freifeld indicated he lived here since the 1980s and had seen the town and synagogue grow. He thanked Council for the honor of considering the proclamation.

Mayor Beerman asked how they were celebrating the 25th anniversary. Becker stated because of COVID, there would be a virtual celebration and an in-person celebration was being tentatively planned for February, 2021.

Council Member Gerber moved to approve Resolution 16-2020, a resolution recognizing Temple Har Shalom's 25th anniversary and proclaiming July 12, 2020 as Temple Har Shalom Day. Council Member Worel seconded the motion.

RESULT: APPROVED

AYES: Council Members Doilney, Gerber, Henney, Joyce, and Worel

III) COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Questions and Comments:

Council Member Doilney stated he read many emails regarding the murals on Main Street and was anxious to be at the roundtable tomorrow where he would have a chance for more dialogue on this topic.

Council Member Gerber stated most of the emails against the murals were from those that did not live in the community. She thought this was a good way to make tourists aware of community values. She also appreciated the feedback from the Main Street businesses. Council Member Joyce appreciated input from both sides of the issues and hoped to have further conversations with those opposed to the issue and get them involved.

Council Member Worel stated social equity was important for her and she had been an advocate her entire life. She was excited for the conversations that were sparked because of the murals on Main Street, and noted Council was elected to represent all the community, not just the people who agreed with them. She regretted the Main Street merchants were not notified about the project and hoped that would improve in the future. She also hoped to bring the divergent voices together for further conversations.

Council Member Henney stated he, Mayor Beerman and Lynn Ware Peek went on a Walk and Talk, and most of the Lower Main merchants felt they were doing better during COVID than last year. He noted the Collie's Sports Bar and Grill manager was frustrated because they couldn't use the street as planned due to the mural. Council Member Henney also indicated he's been responding to emails sent to the Council and the majority of those were supportive of the murals. He looked forward to speaking more with those opposed to the murals.

Mayor Beerman stated Council would have a special meeting July 29th, at 3:00 p.m. to interview applicants for the Police Complaint Review Committee (PCRC) and the Recreation Advisory Board (RAB). He indicated two of the mural artists would be at the

roundtable tomorrow to talk about their mural messages and what it was like to be a minority. He also stated on July 4th, there was a memorial for the late Officer Rodney Shreurs, for his death in 1984 in the line of duty. Mayor Beerman indicated this was a crazy time for Police with the pandemic and anti-police sentiment. He was proud of the Police Department and noted the department was an example to other entities.

Mayor Beerman stated he asked the artists to repair the two murals that were defaced and asked for Council's opinion. Council Member Doilney described the opposition to the artwork and indicated he supported repairing the artwork. Council Member Joyce thought vandalizing art because people didn't agree with it was unacceptable. He supported the repairs. Council Member Worel said there were so many people who shared strong opposition to the murals. She looked forward to the roundtable tomorrow, but wanted community input regarding the art repairs. Council Member Henney supported the repairs and asked for an explanation on the process to getting the permit for this project. Council Member Gerber supported the repairs and encouraged locals to engage with the artists. Council Member Joyce asked that an email be sent to those who sent opposition emails informing them of the roundtable tomorrow and asking for feedback on the repairs. Mayor Beerman indicated he would send out the email. He commented that many believed the City supported the organization, "Black Lives Matter." He stated this was art, and noted the artist and the City did not sponsor or endorse the Black Lives Matter organization. Council Member Joyce stated most art was reviewed before being displayed and this project was different. Mayor Beerman stated the Summit Arts Council vetted the projects and artists. Council Member Joyce thought this issue could be vetted over the next week before repairing the art.

Matt Dias addressed Council Member Henney's question on the permit. He stated the City was programming low key activations during COVID, and this was one of those activations. On June 18th, a staff communications report was in the Council packet explaining efforts being made to address social equity. He knew this project had struck a nerve with many individuals. He also noted the art was not an event to bring in people from out of town, so outreach was not performed. With regard to funding for public art, the money was reallocated from the Park Silly Sunday Market. Mayor Beerman indicated this project was temporary and would be gone in a month. Council Member Doilney thought the repairs were needed before the art disappeared. Council Member Joyce requested not to make a final decision until after the roundtable tomorrow.

Staff Communications Reports:

1. Overview of Old Town Neighborhood Pilot Projects:

The Council had positive feedback for the efforts being made. Dias stated staff would continue promoting planters, paint, bollards, cones, and other traffic calming measures. Council Member Joyce asked for data such as car counts to show reductions. The Council supported staff's efforts with the pilot projects. Council Member Henney asked

1 about the Prospector Square project that had stalled in the past couple years, noting
2 money was being spent on Main Street and the surrounding neighborhoods yet
3 Prospector was still waiting for the City to complete the project. Dias stated it stalled
4 because the landscaping bids came in way over budget. The City received an
5 acceptable bid that would be awarded and the project would be completed by the end of
6 the fall. Council Member Joyce requested more frequent staff communications reports
7 on the pilot projects and other City ventures, and Council Member Gerber requested
8 including the associated costs in those reports.

9
10 **2. April 2020 Sales Tax Update - General Fund:**

11
12 **3. Car Free Main Street Sunday - Shop, Dine and Stroll Update:**

13
14 **IV) PUBLIC INPUT (ANY MATTER OF CITY BUSINESS NOT SCHEDULED ON**
15 **THE AGENDA)**

16
17 Mayor Beerman opened the meeting for anyone who wished to submit written
18 comments to the Council on items not included on the agenda.

19
20 Anthony Faillace via Zoom, stated he was a resident in Deer Valley and had an interest
21 in the Huntsman Estates item on the agenda. He felt there should be a limitation on the
22 square footage on the lots and house sizes to be compatible with the neighborhood.

23
24 Virginia Solomon: "I would like to voice my support, in fact, elation, at the public mural
25 project on Main Street completed this weekend. Being silent in the face of injustice in
26 effect means siding with oppression, and it is wonderful to see our town speak our
27 values in declaring, boldly, that Black lives matter, that we value our BIPOC
28 communities, and that we commit to redressing the histories and present of inequity that
29 they face."

30
31 Helena Sideris: "I am unable to attend this week's virtual council meeting, but I wanted
32 to take a moment to offer a few comments regarding the artwork on Park City's Main
33 Street. Although I do not know the details or logistics of how the murals came to be,
34 they bring a great sense of community and hope to our small mountain town. I am
35 inspired every morning as I pull back my curtains and see these words of empowerment
36 and justice written across Main Street. They are a catalyst for difficult conversations
37 toward meaningful change for a more unified world. Simply: they are beautiful. I know
38 there will be a lot of varying sentiments regarding the artwork, but make no mistake:
39 these statements are not political. Equality is not a political stance. People will say
40 otherwise and they will threaten with their power or their wealth, but at the end of the
41 day, it is an opportunity for our town to express our values and our identity as we work
42 toward social equity in all aspects of our society. Because of this artwork on Main Street

1 I will actively be spending more time and money at businesses in the area. Lastly, do
2 we have any information on the artists? I would like to support their work as well.”
3

4 Katherine Hughes: “Our country, and therefore our local Park City community, is in the
5 midst of a critical and pivotal moment in addressing racial and social injustice. The goal
6 of the recent art installations on Main Street is to “celebrate diversity in the community,
7 and create a public space to foster understanding and conversations about race and
8 social equity.” Park City is not isolated from issues of social and racial inequity. These
9 murals were a great step forward in our community recognizing this reality and taking a
10 stand in showing our City's values. I would like to strongly voice my support of this
11 project and the City's participation in expressing a commitment to social justice and
12 equity in our community. Voices of support often go unheard and as such, voices of
13 opposition dominate the conversation. I feel it is important that the council hear directly
14 that, for all of the voices of opposition that have been circulating in the last several days,
15 there are is tremendous support for this project and the city's efforts. Thank you for
16 standing up and showing the world that Park City stands in solidarity at this moment in
17 time!”
18

19 Tim Fellow: “Thank you to Park City Municipal leadership for commissioning the racial
20 equity murals project on Main St. I'm saddened to hear that the Black Lives Matter
21 mural painted by Aljay Fuimaono was defaced earlier this week. I want to express my
22 support for Aljay and publicly state that his voice and artistic expression are welcome by
23 me and many many others in our city and county. I hope that our city leaders and all of
24 us as citizens of Park City / Summit County continue to be bold in our efforts to amplify
25 voices of those who are under-represented as we work together to build a more
26 inclusive community.”
27

28 Mary Christa Smith: “Dear Mayor and Council. Thank you for your leadership in support
29 of social equity and the role you played in working with the Arts Council to commission
30 murals from Utah artists of color. I am so proud of our community and our values of
31 equity and inclusion. I am grateful you all were willing to take a bold step and provide
32 the space for expression by artists of color. Thank you for your support of the Park City
33 Community Foundation as the convener as the social equity initiative. I think the
34 responses to the mural illustrate we have a lot more work to do. I am saddened and
35 disgusted that someone defaced one of the murals and I hope you will bring back the
36 artist to repair the work. As a resident, I would love to participate in the repair process
37 and show my solidarity.”
38

39 Amy MacDonald: “I am writing in support of the recent creation and maintenance of the
40 art murals on Main Street. In my experience, art is the most non-threatening medium we
41 have to bring people together around major issues for critical conversations. As our
42 national consciousness is growing so is the awareness of the ongoing social inequities
43 we have in our societies. Using art to highlight areas of importance, express messages

1 and share hopes of equality and equitable treatment these murals lays the groundwork
2 for critical conversations. With dialogue we can understand and address the root
3 causes for social injustice and work to right the wrongs that continue. I support Park City
4 Summit County Arts Council's efforts to provide a way and a medium for dialogue,
5 expression and community building."
6

7 Naomi Smith: "Thank you very much to the Mayor and the Council for standing in
8 solidarity with the BLM movement and acknowledging the social equity issues that we
9 face in our community. I firmly appreciate the courage you all had to bring in artists of
10 color to represent Park City by painting a mural along Main Street. I am upset that a
11 member of the same community, building towards a more equal future, would dare
12 change those values by defacing the piece of art representing a movement. I hope you
13 will all take steps of action to ensure that we will get to see the full mural once again.
14 Thank you again for believing in a socially equitable Park City for generations to come."
15

16 Sharon Backurz: "I applaud your courage and am one of the many—and I think in the
17 majority— of Parkites that are so proud of your leadership for taking bold steps to
18 address racial equity in our ridiculously privileged community. I also acknowledge and
19 respect that our government is following through on strategic initiatives set forth by the
20 community. As Vice Chair of The Arts Council Board of Directors I certainly have been
21 following along, reading all the articles, statements and comments. Here is one that
22 really resonated with me: *And here's the great thing - it doesn't need to stop being art!*
23 *Let's leave it in place - vandalized and all. It's the literal scar in our community for all to*
24 *see. Or keep it as a canvas for the artists and others to extend with messages of hope*
25 *and understanding. When they go low, we go high. All those who would rather the cost*
26 *have been spent on anything else other than something so visible - here's your return*
27 *on the \$15k - it's the ongoing education program open to all. The self-lacerating hurt of*
28 *a community laid bare.* My suggestion is to leave the vandalism in place and layer
29 positivity on top of it. Continue the discussion! I don't think the vandals should be
30 prosecuted or brought to light, I don't even care who they are. That is not important.
31 They are clearly speaking for a very vocal sector of our community and that needs to be
32 addressed. This is the exact right moment to tackle the issues our town has and lead by
33 example. Do the clever thing and keep the momentum we've generated going by having
34 the continued courage to stand by the artist's statements. As a human and a citizen of
35 this town I wholeheartedly can't wait for a forum where the artists, our leadership and
36 the community comes together to address these issues. Listen. Learn. Love. I also want
37 to give props to Mayor Andy for his support of our police department. Well done on the
38 radio today and also his guest editorial."
39

40 Sarah Ervin: "Dear Mayor and City Council: Our family and friends were elated to see
41 the Main Street murals expressing Park City's values of solidarity and inclusion. Thank
42 you for collaborating with the Arts Council to hire such talented and diverse artists to
43 create these beautiful messages. With all that is happening nationwide, we were

1 incredibly proud to see Park City clearly and boldly stating support for social justice
2 matters. We were equally appalled and saddened that anyone would seek to devalue
3 these messages by defacing the Black Lives Matter mural. It is our sincere hope that
4 the City Council will restore the BLM mural as soon as possible, and my family and I
5 look forward to participating in ongoing efforts outlined by the Council and the
6 Community Foundation to build a more socially equitable community.”
7

8 Diego Zegarra: “It takes courage and decisiveness to act on our values. Action is what
9 shows the world that we stand behind our words. I'm grateful for the City's leadership in
10 the race equity murals that now adorn our beloved Main Street. I am certain that this will
11 prove to be a good decision on all fronts, and see the divisiveness that has arisen as an
12 opportunity. Where before it was veiled, individuals with fringe opinions are now feeling
13 the need to express them. No challenge or problem can be addressed without first
14 recognizing it, and at this moment, we cannot look away from it. Let's work together on
15 addressing these challenges with love, education, and compassion. Thank you to those
16 who act on their beliefs and speak out against injustice.”
17

18 Katherine Wright: “I am a resident of Park City, and I'm writing to commend you on the
19 Main Street Mural project. My family and I visited Main Street on Sunday because we
20 wanted the opportunity to see the murals. They are powerful, beautiful, and important.
21 We walked all of Main Street - twice - because we enjoyed so much meeting the artists
22 and bumping into friends. But most importantly, the art was a platform to talk to my
23 young children about race and justice. Art is meant to inspire and provoke conversation
24 and it did both for me and my family. As you know, I also serve as Executive Director of
25 Park City Community Foundation. In the past three months, we've had more people -
26 restaurant owners, board members, community members - reach out and ask how they
27 can learn about anti-racism. We've had broad support for our shared social equity work
28 since its inception, however, people are more dedicated now than ever. They are ready
29 to dig in to become a more inclusive community. I share their dedication. This moment
30 has proven how much work there is to be done, and I'm thrilled that as my elected
31 leaders, you are committed. Thank you! I applaud your leadership.”
32

33 Bryan Markkanen: “It was discouraging and sadly expected that someone found a mural
34 with a meaningful message, so offensive that they had to vandalize a work of art and
35 desecrate a message meant to spark discussion about confronting some of our ghosts
36 from the past. It only highlights the need to keep involved in these discussions, and
37 flesh them out in different ways. I would hope that this could be re-installed by the artist
38 with additional support from the City. I also hope there are more presentations of art and
39 other means to open dialogues in efforts for this community (and country) to become a
40 more cohesive and empathetic place. I thank the City and Arts councils for moving
41 forward with this decision and support any means to remedy the vandalism.”
42

1 Kitty Northrop Friedman: "As a member of the community who works in Park City limits,
2 I am deeply proud of our City leadership's decision and thank you for offering visible city
3 space to celebrate art and share the incredibly important messages about equity and
4 race conveyed in the beautiful murals. As leaders of our City, you made an important
5 contribution to this dialogue by giving space for a public declaration of our community's
6 values. I am deeply saddened that a mural has been defaced with an attempt to erase
7 the import of the Black Lives Matter message. I stand in support of our City Council and
8 Mayor's leadership with hopes that we will continue to make space and prompt public
9 conversations about race and equity in an effort to live more fully into our aspirational
10 vision."

11
12 Juliann Fritz: "I am thankful for the leadership and support of the City Council and the
13 mayor to celebrate diversity and host Utah artists who creativity shined a spotlight on
14 issues facing us today – locally and globally. The mural art project on Main St. is an
15 important program that's helping the community have conversations, come together,
16 and see that social equity is needed more now than ever. I was saddened to hear
17 people upset with this creative expression. And, oh, so terribly disappointed with the
18 vandalism of it. This is not the Park City I know and love! This community is better than
19 that. We welcome the world. Please continue to support expression through the arts
20 and may we all embrace positive dialogue, celebrate diversity, create equality, and
21 continue to make our spot in the world better for it."

22
23 Beth Holzman: "I am proud to call Summit County and Park City my home based on the
24 leadership the Council and PCMC have shown during these challenging times.
25 Initiatives like creating a pedestrian space to support economic recovery, prioritizing
26 resident and visitor health with the mask mandate, and the beautiful mural project on
27 Main St that shows the importance of equity and inclusion are all examples of our local
28 government living the 2020 Vision. Commitments to supporting local businesses,
29 protecting public health, and creating community resilience for all residents are not just
30 empty words here - they are being backed up by action, which I hope will continue as
31 our community has much more work to do to achieve these goals. I heard the artist's
32 mural that was disrepectfully vandalized is willing to repair it - I strongly support this!!"

33
34 Sarah MacCarthy: "Thank you to the mayor and City Council for taking a stand on the
35 injustices that exist within our system. I was very proud to see that Park City stepped up
36 to the occasion and took a stand on the current issues affecting our country. Thank you
37 to Park City Municipal, Summit County Arts Council and all the amazing artists that took
38 part in the exhibition of art last Saturday. I do believe that the majority of our community
39 supports these efforts and we can't let the voices of the minority overtake the important
40 antiracist messages that are being communicated. Let's all stand up and be allies. Now
41 is the time!"
42

1 Mary Wright: "I want to applaud City Council and the Arts Council for the murals on
2 Main Street. My husband and I made a special trip to see them on Sunday and were
3 impressed with the number of people enjoying a beautiful summer evening, no cars,
4 plenty of social distancing and masks. The murals show our community's commitment
5 to social equity. The fact that one was defaced shows how much work needs to be done
6 to educate everyone to the needs of all. Please continue the good work and know you
7 have the support of many."

8
9 Heather Currie: "Sincerest thanks to Park City for listening to our community's call for
10 bold action in last year's Vision 2020 gatherings. Hundreds of community members who
11 are invested in Park City's future took the time to attend these gatherings and offer their
12 input. There was a strong call for bold change surrounding each critical pillar. Arts,
13 culture and equity are among these critical pillars. I am disappointed that someone
14 chose to vandalize sanctioned art in the dark, rather than show up and engage in the
15 very community conversations these murals encourage and invite. Because this person
16 was not bold enough to make their own art in the light of day, but rather anonymously
17 destroyed another's, it is safe to say they do not represent our collective community
18 values. I have yet to personally encounter someone who wasn't moved by the art on
19 Main Street. I strongly urge Park City to continue on this path of standing boldly for
20 inclusivity and equity through art and other community projects."

21
22 Christine Coleman: "I was so proud to be a Parkite when I learned about the mural
23 project and offer my sincere thanks to the city council for its decision to commission art
24 focused on racial equity and social justice. I think this project reflects the values of a
25 vast majority of our residents, and I hope the "Black Lives Matter" mural is repaired after
26 the hate crime that defaced it. Park City needs to be a place where ALL people can feel
27 included and the vocal minority against this project have clearly shown why many
28 people don't feel included or comfortable in our town. Thank you for your courage to
29 raise these issues and be part of the conversation to make positive change happen in
30 our city and country."

31
32 Abby McNulty: "Thank you City Council for your leadership and collaboration with the
33 Summit County Arts Council. The murals on Main Street are an expression of important
34 values - inclusion and diversity. Your leadership in these challenging times, on these
35 challenging issues, is greatly valued and needed."

36
37 Hector Mercado: "I'm a Utah resident who liked to visit Park City; at least one Saturday
38 or Sunday a month we would bring friends and family to visit and spend money in your
39 area. We used to stay in the many rental properties around your town and visit Kimball
40 Junction, your downtown area and other places in the vicinity. We loved to visit your city
41 until last Monday. We, and our friends visiting from California, were very disappointed to
42 see Main Street covered with graffiti. The decision to allow such destruction/defacing of
43 public property was not a smart one. We're appalled for the disregard of your visitor's

stand or opinion of such a political heated issue such as the Marxist group disguised behind the name of "Black Lives Matter". Basically, what you are communicating to the few people that are coming to your town is - "...screw your political stand or opinion; here in Park City (including all our Public employees) we support BLM." One would think that during these tough economic times that you as a Park City leader/official would do everything and anything possible to attract EVERYONE to your city. And most importantly, to have them come back again and again. In my opinion (and I hope I'm wrong) that may not happen. Well, I hope that your decisions work great for all of you. As of me and my family, and friends visiting from out of town we will spend our money somewhere else."

Ileana Anderson: "After reading the Park Record comments about the vandalism to the BLM mural, I felt disappointed. There are still some in this town who refuse to acknowledge that racism is pervasive. However, there are many more of us who want this town to be more inclusive. As white allies, our voices need to be louder. I also saw a lot of comments about being color blind. Being color blind is a privilege for white people. We will not solve anything by being color blind. I hope to see even more murals that make people uncomfortable, so we can start to make Park City a more inclusive and inviting place."

Juliana Duran: "I'm proud of my home town officials for their work in supporting local artists while elevating the voices of those disenfranchised in our community and around our country. I fully support this work and look forward to getting involved in future community mural projects in Park City alongside talented artists, peers, and communities of color. Thank you for making a bold statement and starting a meaningful and hopefully constructive dialogue around race, and the role that art plays in our lives as a form of expression."

Ellen Silver: "I am grateful for the city's leadership and initiative in addressing justice and social equity in the community. The collaboration with local artists to achieve the mural project is an important step. While the vandalism was upsetting and disappointing; I am hopeful that there will be opportunity for open and honest dialogue moving forward. Thank you for encouraging this conversation."

Michelle Deininger: "I want to thank the city for giving the mural artists freedom to create work that addresses a major moment in current society. Even in our rarefied air, there is no point in pretending that the protests over George Floyd's murder aren't occurring and sparking frank dialogue and overdue change around the world. People are certainly free to dislike messages such as "Black Lives Matter," though that does make one wonder if the dislike stems from a belief that Black lives do not matter, or that Black lives matter less, or that Black people should not speak freely about injustice and inequality. To those who say politics have no place on Main Street, have you seen Banksy's piece? Do you know anything about Banksy? It's hard to get more political than that. Art is very

frequently political and borne of its time. It may provoke, offend and disturb. But censorship is not an American value. Those who say “I have nothing against black people but I don’t want any of this BLM stuff on my nice fancy street” are willfully looking away from others’ suffering, and not adhering to the simplest of moral principles: Do unto others as you would have them do unto you. And those who vandalize commissioned artwork on our city’s streets have committed a crime as well as tried to silence and censor messages of equality that are protected by the First Amendment.”

Carolyn Wawra: “Inclusion, Diversity, Equity, Kindness, and Belonging are aspects of the Park City Community. I support the art created on Main Street showcasing our values and am proud to call this community my home. Thank you to the bold leadership of Mayor Beerman and City Council.”

Chelsea Steinbach: “The art on Main Street is one of the best things the City has done to promote solidarity, unity and justice, and it’s wonderful to see the City take a stance on the important issues that are happening right here in our community. Park City is known for its colorful downtown and local artists. Being able to showcase that with public art is exactly what Park City needs!”

Mayor Beerman closed the public input portion of the meeting.

V) CONSIDERATION OF MINUTES

Consideration to Approve the City Council Meeting Minutes from June 11, 18, and 25, 2020:

Council Member Gerber referred to the June 11 minutes, Page 15, Line 21, and requested the word “skillset” be changed to “resources.”

Council Member Gerber moved to approve the City Council Meeting minutes from June 11, 18, and 25, 2020 as amended. Council Member Worel seconded the motion.

RESULT: APPROVED

AYES: Council Members Doilney, Gerber, Henney, Joyce, and Worel

ABSTAINED: Council Member Doilney from June 25, 2020 minutes

VI) CONSENT AGENDA

1. Request to Authorize the City Manager to Execute the First Amendment to the Design Professional Service Agreement in a Form Approved by the City Attorney's Office with IGES, Inc., for the Design of a Soil Management Facility at the “Gordo” Property, Located at the Richardson Flat Intersection and SR-248, in an Amount not to Exceed \$105,000:

Council Member Worel asked if there were health hazards on the blowing contaminated dirt. Matt Twombly, Project Manager, stated an evaluation by the Department on Environmental Quality would be done as part of the designing and permitting process. He noted there were different rules for soil dumping.

2. Request to Approve Lease Addendum Five in a Form Approved by the City Attorney, with the Utah Department of Alcohol and Beverage Control (DABC) for Tenant Space Located at 460 Swede Alley, Unit 100:

3. Request to Approve the Chimayo Outdoor Dining Deck Lease, Located at 368 Main Street, with Barking Frog LLC in a Form Approved by the City Attorney:

Matt Dias indicated the owner withdrew the application, so this item should be tabled.

Council Member Joyce moved to approve Consent Agenda Items One and Two, and table Consent Agenda Item Three. Council Member Henney seconded the motion.

RESULT: APPROVED

AYES: Council Members Doilney, Gerber, Henney, Joyce, and Worel

VII) OLD BUSINESS

1. Consideration to Approve Ordinance 2020-31, an Ordinance Approving the Huntsman Estates Subdivision Plat Located at 5000 Royal Street, Park City, Utah:

Alex Ananth, Planner, Rory Murphy, developer, and Greg Cropper, the applicant's attorney, presented this item. Ananth clarified there were no house size limits in the Deer Valley MPD, but Council could impose limitations on this subdivision if they chose. She displayed a chart with average house sizes in the surrounding areas. She noted the lots had limits of disturbance (LOD) ranging from 9,000 to 25,000 square feet and 88% of the subdivision would be open space. Ananth indicated a forest assessment was submitted and arborists would provide a tree preservation plan for each lot. Staff recommended not setting a house size limit for this subdivision, but if Council did set a limit, she recommended a generous limit.

Murphy stated the most significant language was in the Deer Valley MPD and he felt it was very clear. There were many large houses in Deer Valley and he thought this subdivision was compliant with the community. He didn't think it was fair to impose restrictions on this subdivision when the other subdivisions didn't have house size limits. He also noted the visual impact would be minimal because of the many trees in the area.

Mayor Beerman opened the public hearing.

1 Clive Bush: ""Finding of Facts #25 The traffic impacts for this 15-lot Subdivision are
2 expected to be well within the capacity of Royal Street"... Are we to take from this that
3 they will be forced to use Royal St ONLY? This is eerily reminiscent of the 20 year old
4 MPD promises that have been craftily "worked around" to the detriment of Old Town
5 residents."
6

7 Rick Barros: "My comments concern the Huntsman property application to be heard
8 July 9. I am the president of American Flag HOA. We are concerned about the wildfire
9 danger posed by the Huntsman property. The applicant's arborist report does not
10 adequately address the dead trees standing or lying on the ground. Please see the
11 more recent photos attached to the Wildfire Risk Assessment report on page 26 which I
12 submitted prepared by a wildfire expert. Please also see the email I sent yesterday."
13

14 Barros also commented via Zoom that American Flag Subdivision sat over the property
15 and lighting was a concern to them. The Stein Eriksen lighting disturbed the neighbors
16 in his subdivision. He suggested including directional lighting restrictions. He was also
17 concerned about fires in the area because of so many dead trees. He submitted a risk
18 management plan and it included a more accurate description than the arborist report.
19 He wanted language that would protect all of them.
20

21 Mayor Beerman closed the public hearing.
22

23 Council Member Worel stated the Planning Commission addressed the concerns she
24 heard, noting Condition of Approval (COA) 15 required a van for the subdivision and
25 limited its access to Royal Street, with a specific restriction to not access Hillside
26 Avenue. Directional lighting was required in COA 8 and the trees were addressed in
27 COA 9.
28

29 Council Member Gerber stated the average house size was approximately 7,000 square
30 feet. Murphy indicated the planned unit developments (PUD) skewed the average
31 because they were smaller units. Ananth confirmed that chart included the homes
32 immediately surrounding the subdivision. Murphy's chart was more comprehensive.
33 Council Member Gerber thought moving forward the City needed to do better with
34 planning house sizes since resources were limited.
35

36 Council Member Doilney felt staff's recommendations were on point and the developer
37 shouldn't be punished. If the rules changed, they should be changed for everyone, and
38 not for one applicant. He thought there needed to be a greater conversation, but not
39 with this application. Murphy stated house size limits needed to be discussed and he
40 supported that, but he was bound to the applicant, who wanted to follow the Land
41 Management Code as written.
42

Council Member Henney stated most people in that area chose to build 7,000-10,000 square foot homes, and asked if most people would continue within that size. Murphy stated people wanted big homes, but when they received the cost estimate, they usually pared down the size. Council Member Henney stated he was concerned with the potential owner who would want to have the biggest home in the area. He favored a house size cap.

Mayor Beerman asked Murphy if he would be comfortable with a certain house size limit. Murphy stated his client was not in favor of any limit and indicated he felt the law was clear. He wanted to be considered under the current rules.

Mark Harrington, City Attorney, stated the comments had been focused on broad policies of equity and resource issues, and those needed to be discussed at a later date. The fact that the Deer Valley MPD stated there would be no house size restrictions did not limit the Council from limiting the house size for this subdivision. The original site had small building pads, which kept the homes between 7,000 and 10,000 square feet. This proposed subdivision didn't have building pads and had large LODs, and it would be appropriate to add building pads on the lots if house size was a concern, but decisions needed to be made based on code.

Council Member Joyce indicated this subdivision would have 88% open space when the subdivision was fully developed. The visual impact was minimal so there was no justification for limiting house size in this case. Council Member Henney asked about the other subdivisions having small building pads. Council Member Joyce stated those had many more lots in the subdivisions, so that was the developer's choice. Council Member Doilney supported the project, but indicated he wanted to have a general discussion on house size in the future. Council Member Worel felt this plat met code.

Council Member Worel moved to approve Ordinance 2020-31, an ordinance approving the Huntsman Estates Subdivision Plat located at 5000 Royal Street, Park City, Utah, with the amendment to waive the preliminary plat requirement. Council Member Joyce seconded the motion.

RESULT: APPROVED

AYES: Council Members Doilney, Henney, Joyce, and Worel

NAY: Council Member Gerber

2. Consideration to Authorize the City Manager to Sign Addendum #1 to the Professional Services Agreement for Arts and Culture District Owner's Representative Services Between Park City Municipal Corporation and GTS Development, LLC, through February 28, 2021, in an Amount Not to Exceed \$820,385.00, for a Total Amount of \$1,069,384.96:

David Everitt, Deputy City Manager, stated this contract would cover eight months of additional work, and noted the City wouldn't be required to pay for work not done if the project stopped or stalled.

Council Member Worel favored an incremental approach to the project. She requested a breakdown of the costs. Everitt stated there was a placeholder in the budget for owner's representative services and architect fees. In all, he expected it would be \$3.5 million for this service. Council Member Joyce asked for a spreadsheet showing the timeline with the phases and associated cost estimates, so Council could see which phase was being approved as it came to Council.

Mayor Beerman opened the meeting for public input. No comments were submitted. Mayor Beerman closed the public input portion of the meeting.

Council Member Doilney moved to authorize the City Manager to sign Addendum #1 to the professional services agreement for Arts and Culture District Owner's Representative Services between Park City Municipal Corporation and GTS Development, LLC, through February 28, 2021, in an amount not to exceed \$820,385.00, for a total amount of \$1,069,384.96. Council Member Joyce seconded the motion.

RESULT: APPROVED

AYES: Council Members Doilney, Gerber, Henney, Joyce, and Worel

VIII) NEW BUSINESS

1. Consideration to Approve Ordinance 2020-32, an Ordinance Approving the 802 Empire Avenue Subdivision, Located at 802 Empire Avenue, Park City, Utah:

Alex Ananth, Planner, presented this item with the property owner, Tom Peek. This was a proposed two-lot subdivision from a combination of seven undevelopable lots. The access off of Empire Avenue was preferred because of the narrowness of Crescent Tram. She noted there was a potential stairway from Empire Avenue to the pedestrian path on Crescent Tram and this subdivision would not preclude the stairway. The abutting property owner's attorney requested further discussion on the stairway and that Council consider designating a specific location for the future stairway as part of the subdivision approval tonight.

Council Member Henney asked why the abutting property was concerned with the staircase. Ananth stated they wanted to make sure a future stairway would not interfere with their existing driveway.

1 Council Member Gerber asked how the vacated part of Empire Avenue worked. Ananth
2 thought many property owners owned the land, including the street. Martina Nelson,
3 surveyor, stated the City vacated the right-of-way because of where the adjacent
4 landowner homes and driveways were located. Council Member Gerber asked if there
5 was a problem with inconsistency for allowing private use of public rights-of-way.
6 Nelson stated that was used as private property for decades, so it became a
7 prescriptive easement. Council Member Gerber felt this was an example for a future
8 discussion on amending the Land Management Code, noting the City was not
9 recouping any of that land value. Nelson stated the City requested the homes access
10 onto Empire Avenue instead of Crescent Tram and offered to help the applicant get a
11 CUP for that purpose. Ananth added the City could take away an encroachment
12 agreement at any time and the owner would have to remove any improvements from
13 that property.

14
15 Council Member Doilney stated it was unlikely the City would take back the
16 encroachment permit in this case. He also stated the stairway looked very close to
17 where the cars turned around in the driveway, and he hoped to specify the stairway
18 location tonight. Ananth noted there were some COAs that addressed working with the
19 City on a pedestrian staircase.

20
21 Mayor Beerman opened the public hearing.

22
23 Nick Frost: "Dear Council Members, Thank you for allowing me to weigh-in on this
24 matter. I represent Rick Kienzle, who lives adjacent to the proposed 802 Empire
25 Subdivision. I provided you with a letter earlier today regarding Mr. Kienzle's concerns
26 related to the designation of the potential future public stairway. While I will not belabor
27 the points I raised in the letter once again here, I do want to underscore Mr. Kienzle's
28 hope that you will take some time to investigate and designate the location of the future
29 possible location of the public stairs, should the City decide to construct them at some
30 point in the future. Mr. Kienzle equally hopes that you will recognize the proactive steps
31 that Mr. Peek and Mr. Kienzle have taken by coming together in good faith and
32 designating a logical and sensible location for the public stairway, should the City
33 decide to construct the stairway in the future. Mr. Peek's and Mr. Kienzle's intent is to
34 avoid potential future disputes between the two neighbors, future property owners, and
35 more significantly, disputes and lawsuits between the property owners and the City, if
36 and when the stairs are constructed. Of course, Mr. Peek's and Mr. Kienzle's
37 agreement has little to no effect unless the City also participates in these discussions
38 and elects a location. Please note that Mr. Kienzle is not proposing that the City
39 construct the stairways now, or even at all. Rather, Mr. Kienzle is requesting that the
40 City recognize and appreciate the steps that are being taken to avoid future problems
41 and lawsuits, and that the City join these efforts and exercise its planning powers to
42 solidify the location now, as part of the current proposal. Again, the hope is that a little

bit of effort and decision making now will prevent substantial disputes down the road. As always, thank you for your time.”

Mayor Beerman closed the public hearing.

Council Member Joyce favored the stairs and stated the drawings were not adequate. He requested the stairs be drawn to have it on the record. Peek indicated he had a lot of drawings, but they weren't required so he didn't submit them. He supported having the stairs. Council Member Joyce asked if the stairs could be engineered before approving the plat. After some discussion, Harrington stated without engineering, staff did not want to commit the use of property. He noted the stairs were outside the scope of this application since they were not part of the proposed subdivision. Council Member Joyce asked if the language in the COAs was sufficient. Harrington stated the encroachment agreement could be subject to the stairs.

Council Member Joyce moved to approve Ordinance 2020-32, an ordinance approving the 802 Empire Avenue Subdivision, located at 802 Empire Avenue, Park City, Utah. Council Member Worel seconded the motion.

RESULT: APPROVED

AYES: Council Members Doilney, Gerber, Henney, Joyce, and Worel

2. Consideration to Approve Ordinance 2020-33, an Ordinance Approving the Alpine Retreat @ Park City Unit 1, Amended Condominium Plat, Located at 1274 Park Avenue, Park City, Utah:

Rebecca Ward, Land Use Planner, and Loren Pierce, applicant, presented this item. Ward indicated the applicant wanted an addition to the condo for a garage with a bedroom over it. This plat approval would bring the unit into compliance with regard to the parking requirement. Pierce stated he used to own the entire subdivision and this was the only unit that had only two bedrooms. He had planned to expand this unit from the beginning.

Mayor Beerman opened the public hearing. No comments were submitted. Mayor Beerman closed the public hearing.

Council Member Gerber moved to approve Ordinance 2020-33, an ordinance approving the Alpine Retreat @ Park City Unit 1, Amended Condominium Plat, located at 1274 Park Avenue, Park City, Utah. Council Member Doilney seconded the motion.

RESULT: APPROVED

AYES: Council Members Doilney, Gerber, Henney, Joyce, and Worel

3. Consideration to Approve Ordinance 2020-34, an Ordinance Amending Park City Land Management Code Sections 15-1-12(C), Notice, and 15-1-18(F), Form of Appeals:

Rebecca Ward, Land Use Planner, stated this amendment would streamline the public notice process. Currently, applicants submitted preaddressed stamped envelopes for the notices and staff mailed the notices. She displayed a sample postcard for the proposed notices and stated the applicant would pay \$1 per address to cover the associated cost.

Mayor Beerman thought this was a great improvement in the noticing process. Council Member Joyce asked if QR codes would be included on the postcard. Ward stated staff was working on that and they would be on the postcards as well as on the property notice to give details about the project.

Mayor Beerman opened the public hearing. No comments were submitted. Mayor Beerman closed the public hearing.

Council Member Worel moved to approve Ordinance 2020-34, an ordinance amending Park City Land Management Code Sections 15-1-12(C), Notice, and 15-1-18(F), Form of Appeals. Council Member Gerber seconded the motion.

RESULT: APPROVED

AYES: Council Members Doilney, Gerber, Henney, Joyce, and Worel

4. Consideration to Approve Ordinance 2020-35, an Ordinance Amending the Municipal Code of Park City, Utah, Title 11, Sections 11-21-1 The 2006 Utah Wildland-Urban Interface Code, 11-21-2 Land Subject to Utah Wildland-Urban Interface Code, 11-21-3, Violations; Title 14 Section 14-1-5 Regulations for Planting Trees and Landscaping in the City's Right-of-Way; and Land Management Code Title 15 Sections 15-2.21-3 Sensitive Lands Overlay Zone, 15-5-1 Architectural Review Policy and Purpose, 15-5-5 Architectural Design Guidelines, 15-6-6 Master Planned Development Required Findings and Conclusions of Law, 15-8-2 Annexation General Requirements, 15-15-1 Definitions, and 15-15-2 List of Defined Terms:

Dave Thacker, Building Official, stated the proposed amendments had been worked on for several years. City staff had collaborated with staff in the County to make sure the amendments were uniform across the County. Liz Jackson, Planner, reviewed the topics covered by the amendments, including administration, enforcement, definitions, home hardening, vegetation management, acceptance of existing plans, plant list and landscaping plans, applicability to the Sensitive Lands Overlay Zone, and Master Planned Developments and Annexations. She indicated Planning performed outreach and received good feedback on the amendments.

Heinrich Deters, Open Space Manager, stated funds were allocated each fall to clear open space adjacent to residential properties. Staff also used Nordic trails as fire breaks. Treasure Hill had a different funding source so that property cleanup was prioritized as funding allowed.

Jackson read a public comment from Steve Issowitz with Deer Valley Resort regarding their fire suppression efforts. She also read a comment from Tom Gadek who was concerned with egress access in the event of a fire.

Jackson indicated the Planning Commission recommended that the City get a Community Wildfire Protection Plan. Mike McComb, Emergency Manager, stated the City had a plan from 2013 and it was up for renewal.

Mayor Beerman opened the public hearing. No comments were submitted. Mayor Beerman closed the public hearing.

Council Member Joyce was happy the City was working on these requirements. He thought some of the City code contradicted the Wildland Urban Interface Code, especially the landscape requirements. Thacker stated language was added to the code for the building official to look at LODs on a case-by-case basis. He wanted to make sure the intent of the code was met while maintaining a beautiful City. Council Member Joyce was concerned with the City operating on a case-by-case basis, and thought that could be subjective. Thacker thought language could be added to create some uniform standards for the LMC with regard to vegetation.

Council Member Worel moved to approve Ordinance 2020-35, an ordinance amending the Municipal Code of Park City, Utah, Title 11, Sections 11-21-1 The 2006 Utah Wildland-Urban Interface Code, 11-21-2 Land Subject to Utah Wildland-Urban Interface Code, 11-21-3, Violations; Title 14 Section 14-1-5 Regulations for Planting Trees and Landscaping in the City's Right-of-Way; and Land Management Code Title 15 Sections 15-2.21-3 Sensitive Lands Overlay Zone, 15-5-1 Architectural Review Policy and Purpose, 15-5-5 Architectural Design Guidelines, 15-6-6 Master Planned Development Required Findings and Conclusions of Law, 15-8-2 Annexation General Requirements, 15-15-1 Definitions, and 15-15-2 List of Defined Terms. Council Member Gerber seconded the motion.

RESULT: APPROVED

AYES: Council Members Doilney, Gerber, Henney, Joyce, and Worel

5. Consideration to Authorize the City Manager and Mayor to Enter into Sales Contracts, in a Form Approved by the City Attorney's Office, with Qualified

Buyers for Affordable Housing Units Located at 1353 Park Avenue, 1350 Woodside Avenue and 1835 Three Kings Drive, #25-10:

Rhoda Stauffer, Affordable Housing Specialist, presented this item and stated there were three qualified buyers for the City's affordable housing units.

Mayor Beerman opened the public hearing. No comments were submitted. Mayor Beerman closed the public hearing.

Council Member Worel moved to authorize the City Manager and Mayor to enter into sales contracts, in a form approved by the City Attorney's Office, with qualified buyers for affordable housing units located at 1353 Park Avenue, 1350 Woodside Avenue and 1835 Three Kings Drive, #25-10. Council Member Gerber seconded the motion.

RESULT: APPROVED

AYES: Council Members Doilney, Gerber, Henney, Joyce, and Worel

IX) ADJOURNMENT

X) PARK CITY REDEVELOPMENT AGENCY

I) ROLL CALL

Attendee Name	Status
Chair Andy Mayor Beerman Board Member Becca Gerber Board Member Max Doilney Board Member Tim Henney Board Member Steve Joyce Board Member Nann Worel Matt Dias, Executive Director Mark Harrington, City Attorney Michelle Kellogg, Secretary	Present via technology
None	Absent

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

Chair Beerman opened the meeting for anyone who wished to submit written comments to the Council on items not included on the agenda. No comments were submitted. Chair Beerman closed the public input portion of the meeting.

III) NEW BUSINESS

1. Consideration to Authorize the City Manager and Mayor to Enter into Sales Contracts, in a Form Approved by the City Attorney's Office, with Qualified Buyers for Affordable Housing Units Located at 1353 Park Avenue, 1350 Woodside Avenue and 1835 Three Kings Drive, #25-10:

Rhoda Stauffer, Affordable Housing Specialist, presented this item and stated there were three qualified buyers for the City's affordable housing units.

Chair Beerman opened the public hearing. No comments were submitted. Chair Beerman closed the public hearing.

Board Member Doilney moved to authorize the City Manager and Mayor to enter into sales contracts, in a form approved by the City Attorney's Office, with qualified buyers for affordable housing units located at 1353 Park Avenue, 1350 Woodside Avenue and 1835 Three Kings Drive, #25-10. Board Member Worel seconded the motion.

RESULT: APPROVED

AYES: Board Members Doilney, Gerber, Henney, Joyce, and Worel

IV) ADJOURNMENT

The City Council meeting was reopened, and Council Member Gerber moved to close the meeting to discuss property and litigation at 10:00 p.m. Council Member Joyce seconded the motion.

RESULT: APPROVED

AYES: Council Members Doilney, Gerber, Henney, Joyce, and Worel

CLOSED SESSION

Council Member Gerber moved to adjourn from Closed Meeting at 10:20 p.m. Council Member Worel seconded the motion.

RESULT: APPROVED

AYES: Council Members Doilney, Gerber, Henney, Joyce, and Worel

XI) ADJOURNMENT

With no further business, the meeting was adjourned.

Michelle Kellogg, City Recorder



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

July 16, 2020

The Council of Park City, Summit County, Utah, met in open meeting on July 16, 2020, at 3:30 p.m. The meeting was a remote, electronic meeting due to the declared public health emergency.

Council Member Henney moved to close the meeting to discuss property, personnel, and litigation at 3:30 p.m. Council Member Doilney seconded the motion.

RESULT: APPROVED

AYES: Council Members Doilney, Gerber, Henney, Joyce, and Worel

CLOSED SESSION

Council Member Worel moved to adjourn from Closed Meeting at 4:30 p.m. Council Member Gerber seconded the motion.

RESULT: APPROVED

AYES: Council Members Doilney, Gerber, Henney, Joyce, and Worel

WORK SESSION

Active Transportation (Walkability) Program Update:

John Robertson, City Engineer, and Heinrich Deters, Open Space Manager, presented this item. Robertson reviewed past projects paid for with bond funds, including the Bonanza Tunnel, the Comstock Tunnel and the Kearns Tunnel, and noted these projects greatly helped connectivity around town. Other projects included sidewalks and colored crosswalks, bike lanes on SR 248, the Summit Bike Share project which provided e-bikes to get around the community, marked sharrows, pathway finding, and Rail Trail improvements. Funds were also spent on the Summit County Active Transportation Plan and annual maintenance.

The projects planned for this year included bike lanes and sharrows for Deer Valley Drive, Old Town Stairs on 6th Street, and bike corrals at various locations around town. Possible future projects were the Bonanza bridge, which would connect the Arts and Culture District to Prospector; improved crossings at Iron Horse, Prospector, Munchkin, and Bonanza; a crossing at Snowcreek/SR 248, the Munchkin and Homestake

1 pathway, improved Poison Creek connections, 9th Street stairs, a safety awareness
2 campaign, the Long Range Transportation Master Plan, Three Kings/Payday pathway,
3 Quinn's Park and Ride Rail Trail connection, and improved trail connections at Heber,
4 Swede and the roundabout.

5
6 Council Member Doilney thought the Snowcreek crossing should be a priority since
7 many people lived on one side of the street and the amenities were on the other side.
8 Council Member Worel requested signage for the Deer Valley trail and was concerned
9 that people walked on Deer Valley Drive because they weren't aware of the trail that ran
10 alongside it. Deters stated he was working on an outreach program to educated people
11 about that trail as well as other trails. Council Member Worel requested the signage in
12 both English and Spanish.

13
14 Council Member Gerber favored all the proposed projects. She asked how some of
15 these paths could be used to help the transit routes. Robertson stated he would study
16 that to make sure there weren't gaps between paths and transit stops. Council Member
17 Gerber asked when it was okay to bike on sidewalks, and noted that information should
18 be distributed to educate bike riders. Deters stated eight feet was the minimum width for
19 a multiuse pathway. Robertson stated one of the projects was a safety awareness
20 campaign and the requirements for bike paths would be included.

21
22 Council Member Henney stated a lot of work went into getting the active transportation
23 bond and the City was enjoying the results of those efforts today. He liked seeing the
24 alternate modes of transportation. He only favored at grade crossings to take away
25 roads from vehicles. He favored over grade bridges and under grade tunnels. He also
26 noted he liked the wayfinding signs.

27
28 Council Member Joyce stated the most heavily used trail was the Rail Trail, and he
29 supported taking control of that trail from the State. He indicated he liked the Quinn's
30 Park and Ride Rail Trail connection and the Bonanza Park Arts and Culture District
31 connection, but didn't like where the money was coming from. He proposed that the City
32 not use the Active Transportation Bond funds for the City's other projects like the
33 Bonanza Bridge and Quinn's Park and Ride, but use those funds for stand-alone active
34 transportation projects.

35
36 Council Member Gerber asked if the City could apply for active transportation grants.
37 Robertson stated the City had applied for federal funding to widen and complete the trail
38 at Three Kings. There were other funding options and the City would be considering all
39 of them. Deters added that staff was working to coordinate projects concurrently,
40 especially the SR 248 corridor project, to include transit and active transportation.

41
42 Council Member Doilney stated last week there was a discussion on connecting the Rail
43 Trail to Bonanza. He supported controlling and maintaining the Rail Trail. Deters

1 indicated the Park City Heights connection to the Rail Trail was being constructed
2 currently. He was reviewing the Rail Trail contract with Legal before agreeing to take
3 control of that pathway.
4

5 Mayor Beerman stated the control of the Rail Trail needed to come back to Council for
6 further discussion. He also wanted to discuss the upper unpaved trail that paralleled the
7 Rail Trail as well as a possible boardwalk through the wetlands. Council Member Joyce
8 thought the Quinn's Rail Trail should move to the top of the priority list. Council Member
9 Henney reviewed the maintenance that needed to be done on that trail. Mayor Beerman
10 stated active transportation was valued in the community and it promoted social equity.
11 The funding was running out, and he felt there were a lot of projects that were still
12 needed. He suggested 15% of the Transit Operating Fund go to active transportation.
13 He requested that staff bring back data to show the Council. The Council favored a
14 future discussion. Council Member Doilney stated some of the Transit Funds moved
15 people during the winter, so consideration needed to be given to the different modes of
16 transportation depending on the season. Mayor Beerman also thought the bond could
17 be refinanced, but he wanted to hear about redistributing some funds.
18

19 Council Member Gerber agreed with Council Member Doilney and thought walkability
20 projects in areas where there weren't sidewalks could increase safety and bring people
21 to bus stops, thus increasing Transit ridership. Council Member Worel stated some
22 were concerned about sufficient lighting in some walking areas. Robertson stated that
23 was part of active transportation and would be planned.
24

25 **2020 Water Conservation Plan Update:**

26 Mayor Beerman stated this item would be discussed in the regular meeting with the
27 Staff Communications Reports.
28

29 **Discuss Cluster Mailboxes in Old Town:**

30 Hannah Tyler, Senior Planner, and Jonathan Weidenhamer, Economic Development
31 Manager, presented this item. Tyler stated the Postmaster deemed that door-to-door
32 delivery was not possible around Main Street, but cluster mailboxes would be
33 acceptable. In 2013, staff and Council determined cluster mailboxes were not
34 recommended for the right-of-way because of snow maintenance. The Postmaster was
35 now charging the primary residents for post office boxes and referring concerned
36 citizens to the City. She reviewed the challenges associated with having cluster
37 mailboxes and asked if the City would allow some of the bigger Condos to request
38 cluster mailboxes from the Postmaster, if Council was interested in paying for the
39 residents' post office boxes in areas deemed deliverable within Old Town, or if Council
40 wanted to refer this issue to the Planning Commission for review.
41

42 Council Member Henney asked for more details for referring this to the Planning
43 Commission and asked if they had jurisdiction over right-of-way concerns and issues.

1 Tyler stated the Council had jurisdiction over rights-of-way, but the Planning
2 Commission had an interest in looking further into the standards for things that would be
3 built in the rights-of-way. Council Member Worel thought it would be wise to send this to
4 the Planning Commission for review.

5
6 Council Member Gerber asked if every owner needed their own mailbox. Tyler
7 responded that cluster mailboxes would include a box for every house in Old Town.
8 Council Member Gerber asked if there were options for the clusters, such as the library
9 or next to City Park, that wouldn't necessarily be in the right-of-way. Tyler stated staff
10 could look for those types of areas. Mayor Beerman asked to survey the residents on
11 their preferences. Council Member Gerber asked if this was only applicable to Old
12 Town, and noted many of the streets and condos that didn't have cluster boxes for
13 those areas. Tyler indicated she would research that. Council Member Henney asked if
14 the post office would leave Main Street if cluster boxes were erected. Tyler stated not all
15 the boxes at the post office were for Old Town residents.

16
17 Mayor Beerman opened the meeting for public comments.

18
19 Cheryl Soshnik via Zoom stated she was part of the discussion in 2013 and at that time
20 the Postmaster would not deliver mail at any location in Old Town. Weidenhamer
21 thought the same policy existed today. Soshnik stated for years she did not receive mail
22 that was addressed to her street address because the postal workers would not put it in
23 her post office box. She really wanted to receive all her mail. Mayor Beerman clarified
24 that mail would only be delivered if they could drive up to a mailbox in the right-of-way.

25
26 Mark Brian via Zoom indicated the Constitution stated every person had a right to a free
27 mailbox. He felt the residents had been stripped of a lot of money by the Postmaster.
28 He also said there was no plan to close the downtown post office. He noted there were
29 already cluster boxes in some areas in Park City. Council Member Henney stated there
30 were cluster boxes in Park Meadows. Brian stated there were cluster boxes in Old Town
31 as well, by the condos close to Main Street Park.

32
33 Michael Kaplan via Zoom stated he was frustrated with being charged \$204 for a post
34 office box last year, even though he should have gotten one for free. The Postmaster
35 told him that he was charged because the City wouldn't install cluster boxes.

36
37 Mayor Beerman closed the public input portion of the meeting.

38
39 Council Member Worel supported surveying the current box users, and asked why
40 residents didn't have free mailboxes. Weidenhamer indicated the residents were not
41 guaranteed free post office boxes. Because the City hadn't installed cluster boxes,
42 residents had to pay for post office boxes. Margaret Plane stated the Constitution didn't
43 guarantee people the right to a free post office box. Council Member Gerber asked for

more information on where boxes could be located, as well as mail location preferences from residents. Council Member Joyce thought it was too early for a survey, but Planning staff should look at the feasibility of installing the boxes, as well as the maintenance and safety. Mayor Beerman thought both a survey and a feasibility study would be needed. Council Member Doilney thought basic data could be collected such as the number of houses needed to be served, how many boxes would need to be built, and where the boxes would be located. After the data was collected, a survey could be sent out. The Council agreed to proceed with Council Member Doilney's proposal.

REGULAR MEETING

I) ROLL CALL

Attendee Name	Status
Mayor Andy Beerman Council Member Max Doilney Council Member Becca Gerber Council Member Tim Henney Council Member Steve Joyce Council Member Nann Worel Margaret Plane, Special Counsel Michelle Kellogg, City Recorder	Present via technology
None	Excused

II) COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Questions and Comments:

Council Members Joyce and Doilney went on a Walk and Talk, visiting a number of businesses, and noted many were doing better than expected.

Council Member Worel indicated PC Tots was open and smaller than before because of restrictions and also because parents weren't ready to put their children in childcare. She stated she was concerned about the Census and asked what could be done to boost the response numbers. Council Member Henney stated the date to complete it had been pushed back. There had been messages on social media and the radio.

Council Member Henney enjoyed the Dine and Stroll on Sundays, and noted the Historic Park City Alliance (HPCA) put out a survey on preference for a Saturday and Sunday Dine and Stroll car-free Main Street.

Council Member Gerber asked to receive a COVID update. Mayor Beerman asked that the Health Department director come to the next meeting to give an update.

Council Member Doilney thought the Walk and Talk with Council members should be done all over town. He attended a Library Board meeting and noted the Spanish speaking library staff member moved to Florida and they were concerned about her replacement since there was a hiring freeze.

Mayor Beerman had two meetings with the Police this week and indicated it was a hard time for them due to COVID and the anti-police sentiment going around. He spent time on Main Street Sunday while the murals were repaired and he saw residents talking to officers and praising them. Mayor Beerman reported on the roundtable discussion with the artists who painted the murals and noted it was a touching roundtable.

Staff Communication Reports:

1. McPolin Farmlands 2020 Projects:

2. Fiscal Year 2020 Historic District Grant Program Update:

2020 Water Conservation Plan Update:

Jason Christensen, Water Manager, presented this item and noted great progress had been made with water conservation efforts. He indicated residential and irrigation water usage was reduced by over 50% since the plan went into effect. He discussed actions taken to reduce water loss caused by leaks in the pipelines. He reviewed some plans for the next two years in detecting and stopping water loss. He noted the 33% water loss reduction goal by 2030.

Council Member Worel asked if all residents who experienced leaks received leak detection notices. Christensen stated detection notices could be sent out if there was an email on file.

Council Member Joyce asked about planned actions for reducing water loss. Christensen stated staff would research different actions and proceed with projects that were known to be successful. He thought with the completion of Three Kings Water Treatment Plant (3KWTP), there would be discussions on moving more aggressively on curbing water loss. Council Member Doilney praised Christensen for his efforts and stated conserving water was very important. Council Member Henney thought Christensen and his team had done a great job with water conservation.

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

Mayor Beerman opened the meeting for anyone who wished to submit comments to the Council on items not included on the agenda.

1
2 Mark Brian via Zoom stated it was safer to have outdoor mailboxes than indoor
3 mailboxes. Twenty percent of the population was at risk for COVID and it was more
4 likely that people would get the disease in an indoor environment. He would like the City
5 to take that into consideration in the decision making process regarding cluster
6 mailboxes.

7
8 Jeremy Rubell: "Hi, in relation to the Active Transportation (Walkability) Program we'd
9 like to propose a multi-use path or sidewalk be considered along the South side of
10 Thaynes Canyon Drive from the entrance to Hotel Park City (as there's already a
11 sidewalk from entrance to HPC to Park Avenue) to at least the intersection of Thaynes
12 Canyon Drive and Three Kings Drive. Thaynes Canyon Drive is a busy street for vehicle
13 traffic, with no sidewalks or off-street area, forcing pedestrians and cyclists into the
14 single lane of traffic each direction. Often there are large groups traveling together and
15 we've seen more than a few near misses where cars/trucks do not yield to
16 pedestrians/cyclists, trying to pass both other vehicles traveling in the opposite direction
17 and pedestrians/cyclists at the same time. Thaynes Canyon Drive is a very heavily
18 traveled street for walking and biking as people travel between the PC Base area, Silver
19 Star, Hotel Park City, and connect to the bike paths/busses along Park Avenue. Even if
20 a path only went down the length of the driving range and didn't impact Hotel Park City
21 at all it would make a huge difference in the safety of locals and visitors alike. There is
22 plenty of room for a path between the large mature trees on the driving range and the
23 street to neither impact operations of the driving range nor the beauty of the
24 neighborhood. We are residents of Thaynes Canyon, and are also concerned for the
25 safety of children in the neighborhood (and ours) without off street paths at least on the
26 major thoroughfares. Many families with school aged children are moving into the
27 neighborhood, who will likely be using the amazing City bus system or PC school bus
28 system at some point as well and should have a safe off street options to travel to and
29 from the bus stop in addition to the benefit of safer recreation for everyone living and
30 visiting our beautiful City."

31
32 Deanna Rhodes: "Black Lives Matter. The murals on Main Street were a bold statement
33 and I want to acknowledge the courage that it takes to invite difficult conversations. As a
34 resident of Park City, I'd like to thank you for taking decisive action. However, words
35 alone are not enough. Mayor and Council, we cannot let this gracefully fade away. It is
36 past time that we demonstrate our community's value of social equity with equally bold
37 policies. To dismantle systemic racism, the social equity priority should be a lens to
38 examine existing and future policies to make sure that they are not exclusionary. In
39 South Salt Lake City, Councilwoman Natalie Pinkney has put forward a call for a Citizen
40 Review Board driven by community input with the intention to lead the way in racial
41 justice. We are fortunate to already have a Police Complaint Review Committee. As a
42 leader in bold action, I challenge you to consider how this existing committee could be a
43 meaningful tool in our social equity toolbox. • How can this committee be more

1 inclusive? • How can it be more transparent? • How can it be more proactive? As a
2 current appointed member of the Police Complaint Review Committee, I have had many
3 conversations with both staff and community members and would appreciate the
4 opportunity to share what I have learned with you. Please let me know if I can be of
5 service. Thank you for your consideration.”

6
7 Mayor Beerman closed the public input portion of the meeting.

8
9 **IV) CONSENT AGENDA**

10
11 **1. Request to Authorize the City Manager to Execute a Contract, in a Form**
12 **Approved by the City Attorney, with Utilitsync LLC in an Amount Not to Exceed**
13 **\$43,220 for a Five Year Period:**

14
15 **2. Request to Approve a Professional Services Agreement, in a Form Approved**
16 **by the City Attorney, with Terracon to Provide Geotechnical Services for the Arts**
17 **and Culture District, in an Amount Not to Exceed \$63,795.00:**

18
19 **3. Request to Approve a Construction Agreement, in a Form Approved by the City**
20 **Attorney, with Gravity Construction Company to Install Two Retaining Walls**
21 **within the Public Right-of-Way for an Amount Not to Exceed \$386,410.00:**

22
23 Council Member Gerber moved to approve the Consent Agenda. Council Member
24 Worel seconded the motion.

25 **RESULT: APPROVED**

26 **AYES:** Council Members Doilney, Gerber, Henney, Joyce, and Worel

27
28 **V) NEW BUSINESS**

29
30 **1. Consideration to Approve a Construction Agreement, in a Form Approved by**
31 **the City Attorney, with the Selected Contractor to Complete the Deer Valley Drive**
32 **Striping and Signage Improvements Project:**

33 This item was not discussed because no bids were received for this contract.

34
35 **2. Discuss a COVID-19 Small Business Support Program:**

36 Jonathan Weidenhamer, Economic Development Manager, presented this item and
37 stated as part of the budget, \$250,000 was allocated for COVID relief. He stated this
38 money was held back while State and Federal relief was distributed. He asked how
39 Council would like the money spent. He looked at other mountain towns to see what
40 they had done to help their communities. He reviewed his staff report and associated
41 data in the exhibits and stated any needs from businesses needed to be documented.

1 Council Member Joyce stated the personal protective equipment (PPE) program was
2 running out and some other programs were loans. He asked if it would be feasible to
3 look for those who hadn't received money from other sources. Weidenhamer stated in
4 the survey, 11% of 135 participants hadn't received relief money. He felt the biggest
5 gauge would be to have businesses show their need by providing year-over-year
6 financial statements.

7
8 Council Member Doilney wanted businesses to be able to stay open until December,
9 and didn't know if distributing the money now or saving it until later in the fall would be
10 better. Council Member Worel agreed with Council Member Doilney and explained
11 Jewish Family Services had a revolving small business loan program that she learned
12 about, and noted \$5,000 was not enough to help sometimes. Businesses were also
13 reluctant to take on more debt. She also discussed that Summit County had relief
14 money for businesses and those funds would be in the form of grants. She asked if the
15 City should wait awhile to disburse funds since the County and Jewish Family Services
16 were distributing funds now.

17
18 Mayor Beerman asked if the Chamber was planning on distributing another survey,
19 since the last one was done in May. Weidenhamer stated one was being drafted for
20 distribution. Mayor Beerman asked staff to look into the PPE and the Governor's Office
21 of Economic Development (GOED) programs to verify that support from the City would
22 not preclude businesses from receiving help from the State. He also indicated the City
23 might consider giving larger grants to fewer people to make a bigger difference. Council
24 Member Doilney stated targeting City support to impact the most vulnerable population
25 might be something to consider.

26
27 Mayor Beerman opened the meeting for public input. No comments were submitted.
28 Mayor Beerman closed the meeting for public input.

29
30 Mayor Beerman stated Council wanted to help, but wanted to do something that would
31 be most effective. Council Member Henney wanted to wait and observe the COVID
32 situation, what grants were being offered by the County, and possibly use this money to
33 bring new money, such as matches with the Chamber and/or the Community
34 Foundation. He thought it was great to have the mechanism in place.

35
36 Council Member Joyce stated there were creative things businesses were doing to
37 make it work, but other companies didn't have those options and would go out of
38 business anyway. He hoped to help businesses that just needed a little push to get
39 going again. Council Member Worel indicated the arts organizations also needed to stay
40 viable until the new normal. Weidenhamer stated there was \$250,000 for businesses
41 and \$250,000 for nonprofits. Council Member Worel noted that was through the special
42 service contracts. Council Member Joyce stated there was flexibility so it didn't need to

1 be given through special service contracts. Council Member Worel asked that the arts
2 not be forgotten.

3
4 Council Member Gerber stated COVID was not over and Council should wait and see
5 what the future would bring. Mayor Beerman reviewed Council wanted to wait and
6 watch the trends. The City should focus on small businesses and some non-profits, and
7 look for opportunities to maximize the money by partnering with non-profits and other
8 funding sources. The City should particularly look at certain types of businesses to
9 focus on. Weidenhamer felt a new Chamber survey would be beneficial. Council
10 Member Henney stated he was only interested in giving grants, and did not want the
11 money to be loans, to which the Council agreed.

12
13 **VI) ADJOURNMENT**

14
15 With no further business, the meeting was adjourned.

16
17
18 _____
Michelle Kellogg, City Recorder

Council Agenda Item Report

Meeting Date: July 30, 2020

Submitted by: Hannah Tyler

Submitting Department: Planning

Item Type: Staff Report

Agenda Section:

Subject:

Request to Authorize the City Manager to Execute the Second Addendum to the Professional Service Contract, in a Form Approved by the City Attorney, with Cascadia Partners, LLC. in an Amount Not to Exceed \$8,480.00 for Additional Consulting Services

Suggested Action:

Attachments:

[Cascadia Partners Contract Second Addendum Staff Report](#)

[Exhibit A: Original Cascadia Partners Service Agreement](#)

[Exhibit B: First Addendum Cascadia Partners Contract](#)

[Exhibit C: Draft Second Addendum Cascadia Partners Contract](#)

City Council Staff Report



Subject: Special Service Contract Addendum – Cascadia Partners, LLC for Consulting Services
Author: Hannah M. Tyler, AICP, Senior Planner
Department: Community Development
Date: July 30, 2020
Type of Item: Administrative – Contract Amendment

Summary Recommendation

Review and approve the second addendum to the Professional Service Contract, in a form approved by the City Attorney, with Cascadia Partners, LLC. in the amount not to exceed \$8,480.00 dollars for additional consulting services for analysis on possible changes to the Land Management Code (LMC) as it relates to increase Maximum Building Height and decreased Parking Requirements for affordable housing projects.

Executive Summary

On [December 5, 2019](#) Cascadia Partners presented their final findings in a work session for City Council input and guidance regarding possible LMC amendments for affordable housing. Council provided staff with direction to pursue specific LMC changes in two (2) phases. Phase I were simple changes to setbacks and open space while Phase II was to include amendments to the Maximum Building Height and Parking Requirements. The Phase II changes required more research and outreach so these were pushed to a later date. The purpose of this addendum is to pursue the Phase II LMC amendment research so that staff can take the findings and move forward with outreach and conduct public meetings with Planning Commission and City Council.

Background

- On May 9, 2018, Planning Commission reviewed the proposed LMC Amendments and forwarded a unanimous positive recommendation to Council with a request to add clarifying language in the Density Bonus section (refer to links to Planning Commission Meeting on May 9, 2018). The Planning Commission requested that Planning Staff consider following-up with additional LMC Amendments in the areas of Height Exceptions, incentivizing Rental Units, and a percentage based Micro-Unit Parking Exemption.
- On May 17, 2018, the Housing and Planning departments presented proposed LMC revisions to Council. ([New Business Item #3](#)). City Council expressed concerns that the dimensional impacts of the revisions were not clear, the proposed changes would not adequately incentivize private developers to choose to build more affordable housing, and only City developed projects would benefit. Staff was asked by Council to proceed with additional economic analysis to develop models to show how the proposed amendments would help in furthering the development of affordable housing.
- On March 14, 2019, City Council approved the Professional Service Contract with Cascadia Partners (Exhibit A). The overall scope of service included the creating financial modeling that would graphically and economically demonstrate the potential outcomes of the proposed code revisions as well as make further recommendations on how to amend the code.
- On September 12, 2019, Cascadia Partners presented their initial work to City Council and answered questions regarding their recommendations.

- On November 21, 2019, City Council approved the first addendum to the Professional Service Contract with Cascadia Partners (Exhibit B). The overall scope of service for the addendum included additional analysis, recommendation refinement, and an additional presentation to City Council which included travel needs.
- On December 5, 2019, the Affordable Housing and Planning Department staff held a work session with City Council to present the Final Report concluded by Cascadia Partners. After Cascadia Partners presented their final report to the City Council, staff proposed to bring forward changes in two (2) phases. Phase I were simple changes to setbacks and open space while Phase II changes required more research and outreach. The purpose of this addendum is to pursue the Phase II LMC amendment research so that staff can take the findings and move forward with outreach and meetings with Planning Commission and City Council.
- On January 30, 2020, City Council approved the Phase I LMC Amendments for setbacks and open space requirements.

Analysis

The purpose of this addendum is to pursue the Phase II LMC amendment research for increased Maximum Building Height and reductions to the Parking Requirements so that staff can take the findings and example developments using such codes and move forward with outreach, Park City-specific development modeling, and meetings with Planning Commission and City Council. The proposed amendment exceeds staff budget authority because the increase in the amount of the contract (\$8,480.00, which is a 20% increase) exceeds 10% of the total contract(s) amount that was previously approved (\$40,633.00 total)

Department Review

This report has been reviewed by representatives of Community Development, Planning, Legal, Budget and the City Manager's Office and their comments have been integrated into this report.

Funding Source

Funding for this contract will come from Community Development, and Planning Department budgets for consulting services.

Attachments

Exhibit A – Professional Service Contract – Cascadia Partners, LLC.

Exhibit B – First Addendum Professional Service Contract – Cascadia Partners, LLC.

Exhibit C – Second Addendum Professional Service Contract – Cascadia Partners, LLC.

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of this 4th day of April, 2019, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and CASCADIA PARTNERS LLC, an Oregon limited liability company, ("Service Provider"), collectively, the City and the Service Provider are referred to as (the "Parties").

WITNESSETH:

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

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 **THIRTY FOUR THOUSAND FIVE HUNDRED THIRTY SIX DOLLARS (\$34,536.00)**.

The City has designated Jason Glidden, or his designee as City's Representative, who shall have authority to act on the City's behalf with respect to this Agreement consistent with the budget contract policy.

2. TERM.

No work shall occur prior to the issuance of a Notice to Proceed which cannot occur until execution of this Agreement, which execution date shall be commencement of the term and the term shall terminate on June 30, 2019, or earlier, 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 "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 her 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.
- F. Service Provider acknowledges that the continuation of this Agreement after the end of the City's fiscal year is specifically subject to the City Council's approval of the annual budget.

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

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

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.

- D. The City is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code Annotated, 1953, as amended and Park City Municipal Code Title 5 ("GRAMA"). All materials submitted by Service Provider pursuant to this Agreement are subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA. The burden of claiming and exemption from disclosure rests solely with Service Provider. Any materials for which Service Provider claims a privilege from disclosure based on business confidentiality shall be submitted marked as "confidential - business confidentiality" and accompanied by a concise statement from Service Provider of reasons supporting its claim of business confidentiality. Generally, GRAMA only protects against the disclosure of trade secrets or commercial information that could reasonably be expected to result in unfair competitive injury. The City will make reasonable efforts to notify Service Provider of any requests made for disclosure of documents submitted under a claim of confidentiality. Service Provider specifically waives any claims against the City related to any disclosure of materials pursuant to GRAMA.

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

PARK CITY MUNICIPAL CORPORATION

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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 negligent 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

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

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 One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) 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 (if applicable) with annual limits no less than One Million Dollars (\$1,000,000) per occurrence. If written on a claims-made basis, the Service Provider warrants that the retroactive date applicable to coverage precedes the effective date of this agreement; and that continuous coverage will be maintained for an extended reporting period and tail coverage will be purchased for a period of at least three (3) years beginning from the time that work under this agreement is complete.
- D. Workers Compensation insurance limits written as follows:
Bodily Injury by Accident Five Hundred Thousand Dollars (\$500,000) each accident; Bodily Injury by Disease Five Hundred Thousand Dollars (\$500,000) each employee, Five Hundred Thousand Dollar (\$500,000) policy limit.
- E. The City shall be named as an additional insured on general liability and auto liability insurance policies, with 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. Should any of the above described policies be cancelled before the expiration date thereof, Service Provider shall deliver notice to the City within thirty (30) days of cancellation. 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.

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

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 AND WARRANTIES.

- 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.
- E. Service Provider shall be solely responsible to the City for the quality of all services performed by its employees or sub-contractors under this Agreement. Service Provider hereby warrants that the services performed by its employees or sub-contractors will be performed substantially in conformance with the standard of care observed by similarly situated companies providing services under similar conditions.

11. NONDISCRIMINATION.

- A. The City is an equal opportunity employer.
- B. In the performance of this Agreement, Service Provider will not discriminate against any qualified person in matters of compensation and other terms, privileges, and conditions of employment because of: race, color, religion, sex (including pregnancy, childbirth, pregnancy-related conditions, breastfeeding, or medical conditions related to breastfeeding), national origin, age (40 or older), disability, genetic

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

information, sexual orientation, gender identity, or protected expressions. 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. Service Provider will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, color, religion, sex (including pregnancy, childbirth, pregnancy-related conditions, breastfeeding, or medical conditions related to breastfeeding), national origin, age (40 or older), disability, genetic information, sexual orientation, gender identity, or protected expressions.
- 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. Any assignment made without the prior express consent of the City, as required by this part, shall be deemed null and void.
- 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 THIRD PARTY RIGHTS AND NO GRATUITY TO CITY EMPLOYEES.

- A. No member, officer, or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- B. Nothing herein is intended to confer rights of any kind in any third party.
- C. No City employee who has procurement decision making authority and is engaged in the procurement process, or the process of administering a contract may knowingly receive anything of value including but not limited to gifts, meals, lodging or travel from anyone that is seeking or has a contract with the City.

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.

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

- 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.

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. Notice is effective upon the date it was sent, except that a notice of termination pursuant to paragraph 16 is effective upon receipt. All reference to "days" in this Agreement shall mean calendar days.

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 connection with 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.

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

20. SEVERABILITY AND NON-WAIVER.

- 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.
- C. It is agreed by the Parties that the forgiveness of the non-performance of any provision of this Agreement does not constitute a subsequent waiver of the provisions of this Agreement. No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving party.

21. ENTIRE AGREEMENT.

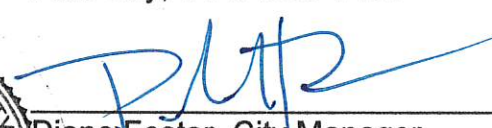
The Parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both Parties. Failure to comply with any of the provisions 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.

**PARK CITY MUNICIPAL CORPORATION
SERVICE PROVIDER/PROFESSIONAL SERVICES 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, a
Utah municipal corporation
445 Marsac Avenue
Post Office Box 1480
Park City, UT 84060-1480





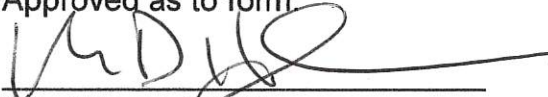
Diane Foster, City Manager

Attest:



City Recorder's Office

Approved as to form:

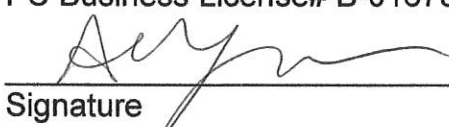


City Attorney's Office

**CASCADIA PARTNERS LLC, an Oregon limited
liability company**
519 SW Park Avenue, Suite 215
Portland, OR 97205

Tax ID#: 82-1403771
PC Business License# B-016737





Signature

Alexander C Joyce Perckert

Printed name

Managing Partner

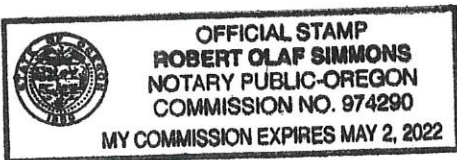
Title

**PARK CITY MUNICIPAL CORPORATION
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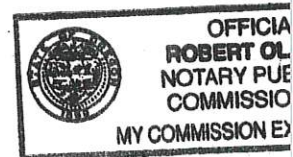
STATE OF ~~UTAH~~ ^{Oregon}
~~Multnomah~~ ss.
COUNTY OF SUMMIT)

On this 25 day of March, 2019, personally appeared before me Alexander - Joyce - Rickert, 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 Managing Partner (title or office) of CASCADIA PARTNERS LLC, an Oregon limited liability company, by authority of its Member Resolution, and acknowledged that he/she signed it voluntarily for its stated purpose as Managing Partner (title) for CASCADIA PARTNERS LLC, a ~~Utah~~ limited liability company.

Notary Public



^{Oregon}
(A) AOP



PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

EXHIBIT "A"

SCOPE OF SERVICES

PARK CITY LAND MANAGEMENT CODE CHANGES - AFFORDABLE HOUSING

Task 1: Code and Policy Review

Cascadia Partners LLC (CP) will review the Master Planned Affordable Housing Developments (MPAHD) section of the LMC. In addition, CP will review the underlying zone standards for the test sites (up to 4 sites). CP will populate a Zoning Research Matrix with all relevant standards.

Task 2: Market Analysis

CP will conduct both a review of online market data and up to 6 phone interviews with local and regional builders and brokers to populate our Market Analysis Research Matrix. Key inputs include construction costs for different building types and achievable rents and sales prices for different product types. These assumptions will feed directly into the pro forma analysis in Tasks 3 and 6.

Assistance from City: CP will rely on City staff to recommend local builders, developers or brokers they think would be best to talk with.

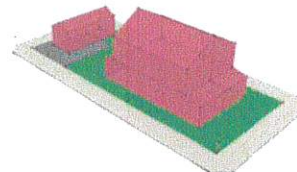
Task 3: Calibrate Prototypes to Local Market

CP will create up to 10 building-level pro forma models and calibrate them to the local market. The "building library" will include both market rate/existing base zone building types as well as versions that reflect the changes allowed under the Master Planned Affordable Housing Developments section of the LMC. As CP tests changes to the incentives included in the MPAHD, CP will create a second version of these affordable types to compare the impact of the changes to the existing allowances.

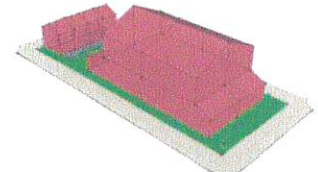
Assistance from City: CP will rely on City staff to supply key tax and fee figures and calculation methods that are important for the pro forma analysis, such as permit fees, impact fees and property tax rates.

Zone: R-2

Existing Zoning
Building: 2-unit House



Recommended Standards
Building: 4-unit House



Zone Standard	Existing Zoning	Proposed Zoning	% Change
Lot Size (Sq Ft)	6,250	6,250	-
Stories Height Max	2 35 ft	2 35 ft	-
Building Size (Sq Ft)	3,431	5,144	+50%
FAR	0.63	0.94	+49%
Units	2	4	+100%
Avg. Unit Size (Sq Ft)	1,420	1,065	-25%
Density (DU/Acre)	14	28	+100%
Market Feasible Sales Price (\$)	\$374,000	\$250,000	-33%
Household Income Required to be "Affordable"	\$92,500	\$62,000	-33%

\$48,000
2015 Gunnison Co. Median Income

More affordable housing is possible

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

Task 4: Define Tools, Strategies and Incentives – Confirm Assumptions

CP will conduct a series of phone interviews with up to 6 seasoned economic development and RDA staff in SLC, Ogden and Provo to seek their advice on effective tools and how to navigate state law most effectively. CP will also meet via phone with Park City RDA staff and legal counsel to flag issues of concern. CP will prepare a summary memo of the most promising strategies, tools and tactics based on its experience.

Task 5: Site Analysis

CP, with assistance from City staff, will analyze each site to define a buildable area, considering constraints such as slopes, contamination, etc. The goal is to ensure we are accurately reflecting the truly buildable area of each site and not overestimating the development potential of constrained sites.

Assistance from City: CP will rely on City staff to supply physical constraints and cost estimates for any site-specific remediation costs, etc.

Task 6: Modeling and Analysis

CP will conduct an initial round of detailed financial modeling (pro forma) of the most promising strategies and tools from above. CP will conduct a sensitivity analysis and prepare a matrix that documents the relative impact of each tool or incentive to understand which have the greatest impact.

Task 7: Site Plan Illustrations

CP will create two plan-view site plan illustrations of the modeled development program under three conditions: base zone, current MPAHD standards and recommended MPAHD standards. Understanding the evolution of the site plan and the finances of these three outcomes will tell a very compelling story.



Task 8: Final Report and Presentations

CP will prepare a final report (PDF) and final presentation (Powerpoint) that highlights the key issues identified, details the results of the testing and modeling, and clearly articulates the recommended changes to the Land Management Code that will have the most success in incentivizing affordable housing. CP will present findings to the Planning Commission and/or City Council.

Any additional follow up analysis or presentations can be arranged on a time and materials cost basis.

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

EXHIBIT "B"

PAYMENT SCHEDULE FOR "EXTRA" WORK

CASCADIA PARTNERS HOURLY RATE CHART		
NAME	TITLE	HOURLY RATE
Alex Joyce	Project Manager	\$200.00
Garlynn Woodsong	Planner	\$135.00
Neil Heller	Planner	\$83.00

Any extra work shall first be approved in advance in writing by the City.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/25/2019

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 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 USI KIBBLE & PRENTICE/PHS 52815005 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78265	CONTACT NAME: PHONE (866) 467-8730 (A/C, No, Ext): FAX (888) 443-6112 (A/C, No): E-MAIL ADDRESS:
INSURED CASCADIA PARTNERS LLC 519 SW PARK AVE PORTLAND OR 97205-3221	INSURER(S) AFFORDING COVERAGE NAIC# INSURER A : The Twin City Fire Insurance Company 29459 INSURER B : 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ General Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC OTHER:	X		52 SBA AB6314	09/01/2018	09/01/2019	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			52 SBA AB6314	09/01/2018	09/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	☒ UMBRELLA LIAB EXCESS LIAB ☐ RETENTION \$ 10,000 ☒ OCCUR CLAIMS-MADE			52 SBA AB6314	09/01/2018	09/01/2019	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000
A	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						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT E.L. DISEASE -EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
A	EMPLOYMENT PRACTICES LIABILITY			52 SBA AB6314	09/01/2018	09/01/2019	\$10,000

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

Those usual to the Insured's Operations. Certificate holder is an additional insured per the Business Liability Coverage Form SS0008 attached to this policy.

CERTIFICATE HOLDER

Park City Municipal Corporation
445 Marsac, PO BOX 1480
PARK CITY UT 84060-1480

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

Susan L. Castaneda

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HISCOX INSURANCE COMPANY INC. (A Stock Company)

104 South Michigan Avenue Suite 600 Chicago, IL 60603
(646) 452-2353

Insurance for Consultants

DECLARATIONS

NOTICE: YOUR POLICY CONTAINS CLAIMS-MADE LIABILITY COVERAGE. CLAIMS-MADE COVERAGE APPLIES ONLY TO CLAIMS THAT ARE FIRST MADE AND REPORTED DURING THE POLICY PERIOD OR EXTENDED REPORTING PERIOD, IF PURCHASED.

THE LIMIT OF LIABILITY AVAILABLE TO PAY DAMAGES WILL BE REDUCED AND MAY BE EXHAUSTED BY CLAIMS EXPENSES. FURTHERMORE, CLAIMS EXPENSES WILL BE APPLIED AGAINST THE RETENTION.

PLEASE READ YOUR POLICY CAREFULLY AND CONSULT YOUR INSURANCE ADVISOR ABOUT ANY QUESTIONS YOU MIGHT HAVE.

Broker No.:	US 0000774	AmWINS of Georgia (Stockbridge)
Policy No.:	MPL2332496.18	1 Gresham Lndg
Renewal of:	NEW	Stockbridge, GA 30281-6341
1. Named Insured:	Cascadia Partners LLC	
Address:	311 NE Monroe St Portland, OR 97212	
2. Policy Period:	Inception Date: 10/02/2018 Inception date shown shall be at 12:01 A.M. (Standard Time) to Expiration date shown above at 12:01 A.M. (Standard Time) at the address of the Named Insured.	Expiration Date: 10/02/2019
3. General terms and conditions wording:	PLP P0001 CW (06/14) The General terms and conditions apply to this policy in conjunction with the specific wording detailed in each section below.	
4. Endorsements:	E6020.2 - War and Civil War Exclusion Endorsement, E6017.2 - Nuclear Incident Exclusion Clause-Liability-Direct (Broad) Endorsement, E9035.2 - Oregon Amendatory Endorsement, and E6298.1 - HiscoxPro Plus Endorsement - OREGON	
5. Optional Extension Period:	Extended Reporting Period of 12/24/36 months at 75/150/225 percent of the annual premium.	
6. Notification of claims to:	Hiscox Claims 520 Madison Avenue, 32nd floor New York, NY 10022 Fax: 212-922-9652 Email: HiscoxClaims@Hiscox.com	
Additional Notification requirements:	NONE	

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

THIS FIRST ADDENDUM is made and entered into in duplicate this 9 day of December, 2019, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation ("City"), and CASCADIA PARTNERS, LLC, an Oregon limited liability company ("Service Provider"), to amend the Park City Municipal Corporation Service Provider/Professional Services Agreement signed and executed by the parties on April 4, 2019.

WITNESSETH:

WHEREAS, the parties entered into a Park City Municipal Corporation Service Provider/Professional Services Agreement on April 4, 2019, (hereinafter "Original Agreement");

WHEREAS, the scope of services has changed;

WHEREAS, the parties desire to amend the Original Agreement to define the new scope of service and fees associated with such additional work, and;

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. **SCOPE OF SERVICE.** The Scope of Services shall be amended to include the additional scope of work as detailed in Exhibit "A" attached hereto and made a part hereof.
- b. **TOTAL FEE FOR PROJECT; INCREASE OF \$6,100.00.** Park City Municipal shall pay Service Provider for professional services an amount not to exceed Forty Thousand Six Hundred Thirty Six Dollars (\$40,636.00), which is an increase to the Original Agreement of Six Thousand One Hundred Dollars (\$7,260.00). This increase is for the performance of the Work in accordance with the "Park City - Land Management Code Changes - Affordability - Amendment #1 Proposal" dated October 21, 2019, detailed in Exhibit "A".

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 13 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

Interim City Manager

Acting

Attest:

Heath V. Lange
City Recorder's Office



Approved as to form:

[Signature]
City Attorney's Office

SERVICE PROVIDER:

CASCADIA PARTNERS, LLC, an Oregon limited liability company
519 SW Park Avenue, Suite 215
Portland, OR 97205
Tax ID#: 82-1403771
PC Business License #: B-016737

Alexander C Joyce-Perick
Printed Name

[Signature]
Signature

Managing Partner
Title

~~28 Oregon~~
 STATE OF ~~UTAH~~)
~~28 Multnomah~~ ss.
 COUNTY OF ~~SUMMIT~~)

On this 26 day of November 2019, before me, the undersigned notary, personally appeared Alexander Joyce-Reichert, 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 Managing Partner (title) for Cascadia Partners, LLC, an Oregon limited liability company.




 Notary Public

EXHIBIT "A"
ADDITIONAL SCOPE OF SERVICES

Park City - Land Management Code Changes - Affordability - Amendment #1	Cascadia Partners			
	Alex Joyce, Project Manager	Neil Heller, Planner	Hours	Costs
	\$ 200	\$ 90		
Tasks	14	20	34	\$ 4,600
Task 9: Pre-trip Coordination	2	4	6	\$ 760
Task 10: Presentation Production	4	8	12	\$ 1,520
Task 11: Final Trip	8	8	16	\$ 2,320
Tasks Total	14	20	34	4,600
Subtotal by Staff	\$ 2,800	\$ 1,800		
Expenses: Final Trip - 2 People, 1 Night				\$ 1,500
Total				\$ 6,100



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/3/2019

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.

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PRODUCER Risk Strategies Company 2040 Main Street, Suite 450 Irvine, CA 92614 www.risk-strategies.com CA DOI License No. 0F06675	CONTACT NAME: Risk Strategies Company PHONE (A/C, No, Ext): 949-242-9240 FAX (A/C, No): E-MAIL: syoung@risk-strategies.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A : Massachusetts Bay Insurance Company INSURER B : The Hanover American Insurance Company INSURER C : Hiscox Insurance Company Inc. INSURER D : INSURER E : INSURER F : NAIC # 22306 36064 10200
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COVERAGES **CERTIFICATE NUMBER: 52699044** **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:	☒		OD3H033168	9/1/2019	9/1/2020	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	☒		OD3H033168	9/1/2019	9/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$0			OD3H033168	9/1/2019	9/1/2020	EACH OCCURRENCE \$1,000,000 AGGREGATE \$ \$
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	WZ3J033151	9/1/2019	9/1/2020	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
C	Professional Liability			MPL233249619	10/2/2019	10/2/2020	Per Claim: \$1,000,000 Aggregate: \$2,000,000

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

Projects as on file with the insured.
Park City Municipal Corporation is named as additional insured on the general liability policy, including the non-owned and hired auto liability-see attached endorsements.

CERTIFICATE HOLDER

CERTIFICATE HOLDER Park City Municipal Corporation PO Box 1480 445 Marsac Park City UT 84060-1480	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 Michael Christian
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Architects and Engineers
The following policy language is from Businessowners General Liability Coverage Part

NAMED INSURED: Cascadia Partners, LLC

POLICY NUMBER: OD3H033168

The following are mandatory forms on the policy identified on the Certificate of Insurance:

391-1586 (08-16) BUSINESSOWNERS GENERAL LIABILITY SUPPLEMENTARY ENDORSEMENT

Additional Insured by Contract, Agreement or Permit

A. Section II – Liability, C – Who is an insured is amended to include as an additional insured any person or organization with whom you agreed in a written contract, written agreement or permit but only respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions; or the acts or omissions of those acting on your behalf, but only with respect to:

- (i) **"Your work"** for the additional insured(s) designated in the contract, agreement or permit including "bodily injury" or "property damage" included in the "products - completed operations hazard" only if this Coverage Part provides such coverage;
- (ii) Premises you own, rent, lease, or occupy; or
- (iii) Your maintenance, operation or use of equipment leased to you.

***Definition: "Your work"** a. Means: (1) Work or operations performed by you or on behalf; and (2) materials, parts or equipment furnished in connection with such work or operations; b. Includes (1) warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and (2) the providing of or failure to provide warnings or instructions.

This provision does not apply:

- (1) Unless the written contract or written agreement has been executed or permit has been issued prior to the "bodily injury", "property damage", "personal injury" or "advertising injury".
- (2) To any person or organization Included as an Insured by an endorsement Issued by us and made part of this Coverage Part.
- (3) To any lessor of equipment (a) After the equipment lease expires; or (b) If the "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of sole negligence of the lessor.
- (4) To any: (a) Owners or other Interests from whom land has been leased which takes place after the lease for the land expires; or (b) Managers or lessors of premises if: (i) The occurrence takes place after you cease to be a tenant in that premises; or (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
- (5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury" involved the rendering of or failure to render any professional services by or for you.

Other Insurance Primary & Non-Contributory

The following paragraph is added to **SECTION III – COMMON POLICY CONDITIONS, H – Other Insurance: Additional Insured – Primary and Non-Contributory**. If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II – Liability, C. Who is an Insured** is primary and non-contributory, the following applies: If other valid and collectible insurance is available to the Additional Insured for a loss covered under **SECTION II – LIABILITY** of this Coverage Part, our obligations are limited as follows:

- (1) **Primary Insurance:** This insurance is primary to other insurance that is available to the Additional Insured which covers the Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except: (a) For the sole negligence of the Additional Insured; (b) When the Additional Insured is an Additional Insured under another primary liability policy; or (c) When b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary.
- (2) **Excess Insurance:**
 - (a) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (ii) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;

No coverage is provided by this Notice, nor can it be construed to replace any provisions of the policy (including its endorsements). If there is any conflict between this Notice and the policy (including the endorsements), the provisions of the policy (including its endorsements) shall prevail.

- (iii) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional with permission of the owner; or
- (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of **SECTION II - LIABILITY. B. Exclusions, 1. Applicable to Business Liability Coverage.**
- (v) That is insurance available to you for your participation in any past or present "unnamed joint venture".
- (vi) That is any insurance you may have that provides coverage for your professional services.

(b) When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(c) When this insurance is excess over other Insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (i) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (ii) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage part.

(3) Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

Per Project Aggregate

The following changes are made to **SECTION II - LIABILITY**:

1. The following is added to **SECTION II - LIABILITY, D. Liability and Medical Expenses Limits of Insurance**, paragraph 4:

The Aggregate Limits of Insurance apply separately to each of "your projects" or each "location" listed in the Declarations.

2. For the purpose of coverage provided by this endorsement only, the following is added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions**:

1. "Your project" means:

- a. Any premises, site or "location" at, on, or in which "your work" is not yet completed; and
- b. Does not include any "location" listed in the Declarations.

2. "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies: **a.** As if each Named Insured were the only Named Insured; and, **b.** Separately to each insured against whom claim is made or "suit" is brought.

Waiver Of Subrogation

The **TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS)** is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization *where required by written contract* because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization *where required by written contract*.

Notice Of Cancellation

For any statutorily permitted reason other than non-payment of premium, the number of days required for notice of cancellation, as provided in paragraph 2. of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to 90 Days.



AUTHORIZED REPRESENTATIVE

**From Hanover Forms: 391-1003 (08/16); 391-1445 (08/16); 391-1586 (08/16), 391-1003 (08/16)*

No coverage is provided by this Notice, nor can it be construed to replace any provisions of the policy (including its endorsements). If there is any conflict between this Notice and the policy (including the endorsements), the provisions of the policy (including its endorsements) shall prevail.

POLICY NUMBER: OD3H033168

BUSINESSOWNERS
BP 06 86 05 17

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALIFORNIA - HIRED AUTO AND NON-OWNED AUTO LIABILITY

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Coverage	Additional Premium
A. Hired Auto Liability	\$ INCLUDED
B. Non-owned Auto Liability	\$ INCLUDED
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Insurance is provided only for those coverages for which a specific premium charge is shown in the Declarations or in the Schedule.

1. Hired Auto Liability

The insurance provided under Paragraph **A.1. Business Liability in Section II - Liability** applies to "bodily injury" or "property damage" arising out of the maintenance or use of a "hired auto" by you or your "employees" in the course of your business.

2. Non-owned Auto Liability

The insurance provided under Paragraph **A.1. Business Liability in Section II - Liability** applies to "bodily injury" or "property damage" arising out of the use of any "non-owned auto" in your business by any person.

B. For insurance provided by this endorsement only:

1. The exclusions under Paragraph B.1. Applicable To Business Liability Coverage in Section II - Liability, other than Exclusions a., b., d., f. and i. and the Nuclear Energy Liability Exclusion, are deleted and replaced by the following:

a. "Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

- (2) To any obligation to share damages with or repay someone else who must pay damages because of injury.

This exclusion does not apply to:

- (1) Liability assumed by the insured under an "insured contract"; or
- (2) "Bodily injury" arising out of and in the course of domestic employment by the insured unless benefits for such injury are in whole or in part either payable or required to be provided under any workers' compensation law.

b. "Property damage" to:

- (1) Property owned or being transported by, or rented or loaned to the insured; or
- (2) Property in the care, custody or control of the insured.

2. Paragraph C. Who Is An Insured in Section II - Liability is replaced by the following:

- 1. Each of the following is an insured under this endorsement to the extent set forth below:

- a. You;
- b. Any other person using a "hired auto" with your permission;
- c. For a "non-owned auto":
 - (1) Any partner or "executive officer" of yours; or
 - (2) Any "employee" of yours; but only while such "non-owned auto" is being used in your business; and
- d. Any other person or organization, but only for their liability because of acts or omissions of an insured under a., b. or c. above.

- 2. None of the following is an insured:

- a. Any person engaged in the business of his or her employer for "bodily injury" to any co-"employee" of such person injured in the course of employment, or to the spouse, child, parent, brother or sister of that co-"employee" as a consequence of such "bodily injury", or for any obligation to share damages with or repay someone else who must pay damages because of the injury;

- b. Any partner or "executive officer" for any "auto" owned by such partner or officer or a member of his or her household;

- c. Any person while employed in or otherwise engaged in duties in connection with an "auto business", other than an "auto business" you operate;

- d. The owner or lessee (of whom you are a sublessee) of a "hired auto" or the owner of a "non-owned auto" or any agent or "employee" of any such owner or lessee; or

- e. Any person or organization for the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

C. For the purposes of this endorsement only, Paragraph H. Other Insurance in Section III - Common Policy Conditions is replaced by the following:

This insurance is excess over any primary insurance covering the "hired auto" or "non-owned auto".

D. The following additional definitions apply:

- 1. "Auto business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".
- 2. "Hired auto" means any "auto" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", your partners or your "executive officers" or members of their households.
- 3. "Non-owned auto" means any "auto" you do not own, lease, hire, rent or borrow which is used in connection with your business. This includes "autos" owned by your "employees", your partners or your "executive officers", or members of their households, but only while used in your business or your personal affairs.

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

THIS SECOND ADDENDUM is made and entered into in duplicate this _____ day of _____, 2020, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation (“City”), and CASCADIA PARTNERS, LLC, an Oregon limited liability company (“Service Provider”), to amend the Park City Municipal Corporation Service Provider/Professional Services Agreement First Addendum signed and executed by the parties on December 9, 2019.

WITNESSETH:

WHEREAS, the parties entered into a Park City Municipal Corporation Service Provider/Professional Services Agreement First Addendum on December 9, 2019 (hereinafter “First Addendum”);

WHEREAS, the scope of services has changed;

WHEREAS, the parties desire to amend the First Addendum to define the new scope of service and fees associated with such additional work, and;

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. **SCOPE OF SERVICE.** The Scope of Services shall be amended to include the additional scope of work as detailed in Exhibit “A” attached hereto and made a part hereof.
- b. **TOTAL FEE FOR PROJECT: INCREASE OF \$8,480.00.** Park City Municipal shall pay Service Provider for professional services an amount not to exceed Forty Nine Thousand One Hundred Sixteen Dollars (\$49,116.00), which is an increase to the First Addendum Agreement of Eight Thousand Four Hundred Eighty Dollars (\$8,480.00). This increase is for the performance of the Work in accordance with the “Park City - Land Management Code Changes – Maximum Building Height and Parking Requirements - Amendment #2 Proposal” dated June 19, 2020, detailed in Exhibit “A”.

2. OTHER TERMS.

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

3. **ENTIRE AGREEMENT.** This Second Addendum is a written instrument pursuant to Section 13 of the First Addendum 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

City Manager

Attest:

City Recorder's Office

Approved as to form:

City Attorney's Office

SERVICE PROVIDER:
CASCADIA PARTNERS, LLC, an Oregon limited
liability company
519 SW Park Avenue, Suite 215
Portland, OR 97205
Tax ID#: 82-1403771
PC Business License #: B-016737

Printed Name

Signature

Title

STATE OF UTAH)
) ss.
 COUNTY OF SUMMIT)

On this day of , 2020, 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 Cascadia Partners, LLC, an Oregon limited liability company.

 Notary Public

EXHIBIT “A”
ADDITIONAL SCOPE OF SERVICES

Park City AMPD – Phase 2 Height & Parking Research	Cascadia Partners				
	Alex Joyce, Project Manager	Jamin Kimmell, Senior Associate	Julia Michel, Associate	Hours	Cost
	\$ 200	\$ 125	\$ 110		
Tasks	12	24	28	64	\$ 8,480
Task 1: Best Practice Research	4	8	24	36	\$ 4,440
Task 2: Code Recommendations	8	16	4	28	\$ 4,040
Tasks Total	12	24	28	64	\$ 8,480
Subtotal by Staff	\$ 2,400	\$ 3,000	\$ 3,080		
Total					\$ 8,480

Council Agenda Item Report

Meeting Date: July 30, 2020

Submitted by: Corey Legge

Submitting Department: Engineering

Item Type: Staff Report

Agenda Section:

Subject:

Request to Authorize the City Manager to Execute a Construction Agreement, in a Form Approved by the City Attorney, with Stratton and Bratt Landscapes, LLC, to Install Landscaping on Prospector Avenue and Gold Dust Lane for an Amount Not to Exceed \$230,693.00

Suggested Action:

Attachments:

[Landscaping Contractor Award Staff Report](#)

[Exhibit A: Project Area](#)

[Exhibit B: Stratton & Bratt Landscapes Bid](#)

City Council Staff Report



Subject: Construction Agreement for Landscaping within the Park Strip of Prospector Avenue and Gold Dust Lane
Author: Corey Legge, E.I.T, Staff Engineer
Department: Engineering
Date: July 30, 2020
Type of Item: Administrative

Summary Recommendation

Staff recommends City Council approve a Construction Agreement, in a form approved by the City Attorney, with Stratton and Bratt Landscapes, LLC to install landscaping on Prospector Avenue and Gold Dust Lane for an amount not to exceed two hundred thirty thousand six hundred ninety three dollars (\$230,693.00).

Executive Summary

A betterment project on Prospector Avenue will provide the necessary landscaping within the park strips for beautification of the corridor. Staff contracted with MGB+A to provide the necessary landscape and irrigation design work of the area between the rolled curb and gutter and the sidewalks (park strip) on Prospector Avenue and Gold Dust Lane. City Council approved the contract with MGB+A on [April 18th, 2019](#).

The Prospector Square Property Owners Association (PSPOA) previously submitted a Requested Elevated Level of Service (RELS) for the City to maintain landscaping and irrigation within the park strips on Prospector Avenue and Gold Dust Lane. The RELS was approved by City Council on [June 6th, 2019](#).

Staff administered several formal bidding processes to procure a contractor to install the improvements per the City's Contracts and Purchasing Policy. The project was bid in August 2019 (no bids received), October 2019 (single bid received), and most recently in March 2020 (single bid received). Stratton and Bratt was the only contractor to submit a bid for the project. The one bid received came in at a price significantly higher than what had been budgeted. The awarding of the contract was delayed until the complex funding from various sources of the overall project could be analyzed and remaining funds identified to cover the full contract amount. Per the City's Contracts and Purchasing Policy all contracts over \$25,000 require Council approval.

Analysis

Landscape design of the park strip was not included in the 2018 Prospector Avenue Reconstruction project scope because staff intended to coordinate landscaping needs with the PSPOA. Prior to re-construction of Prospector Avenue, staff agreed to contract with MGB+A to perform landscape architecture services to design the irrigation and plantings within the park strip. MGB+A had already been selected by PSPOA to design the private landscaping along interior walkways and it was determined that use of the same landscape architect would provide a consistent design throughout the community.

After the RELS was approved by City Council, the design of the landscaping improvements was modified to incorporate the maintenance needs of the Parks Department. A one year maintenance and warranty to be provided by the selected contractor is incorporated into the contract documents.

It is anticipated that work will commence in early August of 2020 and be completed in the fall of 2020. The project area is provided in Attachment 1.

Department Review

This report has been reviewed by the City Manager, Community Development, and Legal. All issues have been resolved.

Funding Source

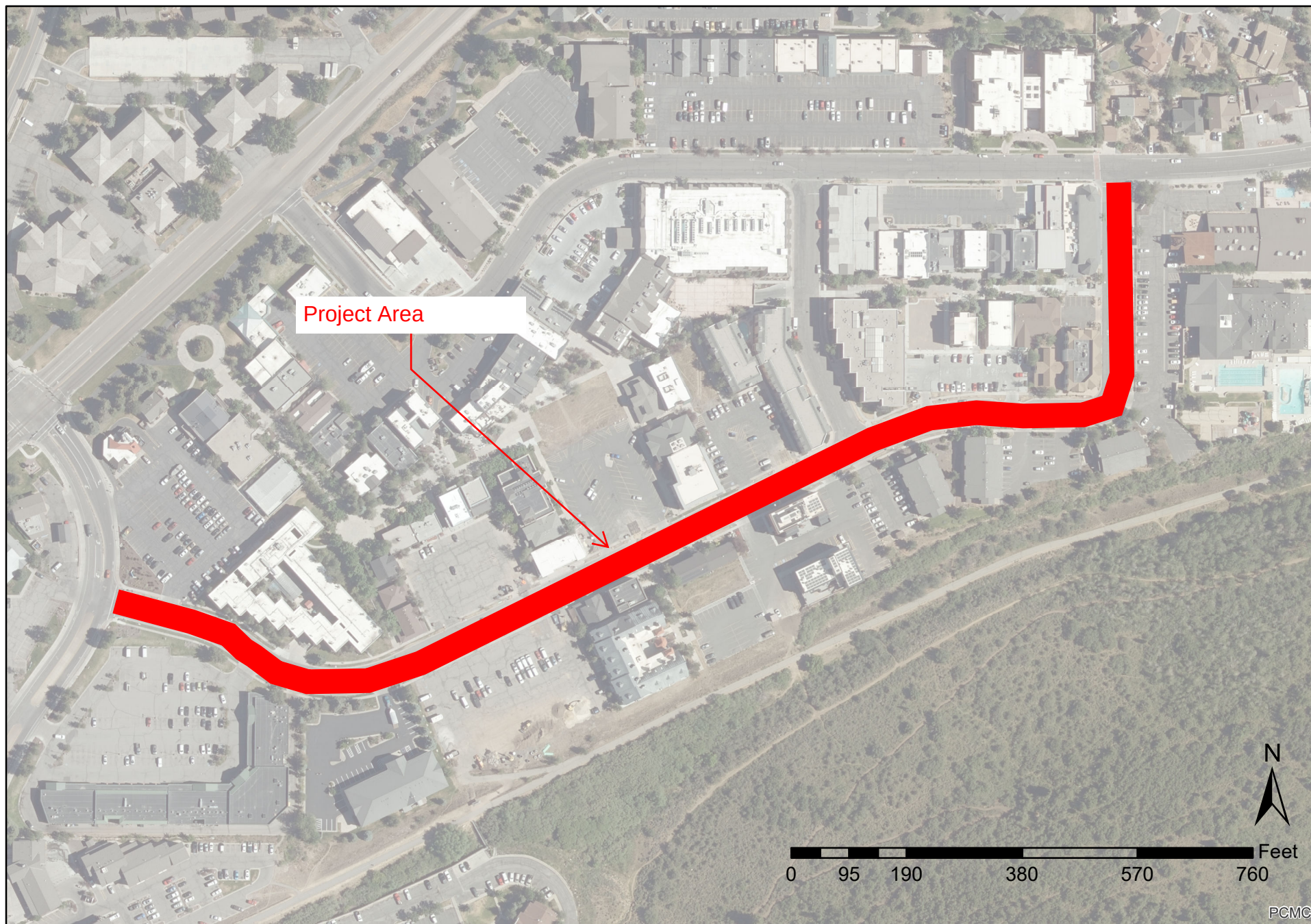
Payment for the Prospector Avenue Reconstruction Project was executed from multiple capital projects, paired with complex funding sources. Through detailed review, analysis and targeted cost monitoring during budget preparation for FY20, staff was able to consolidate project budgets for clarity and efficiency which in turn identified available funding that can be applied to and fully fund the landscaping portion of the Prospector Avenue project.

Exhibits

A: Project Area

B: Stratton and Bratt Bid

Prospector Avenue and Gold Dust Lane Project Area



BID FORM

PROJECT IDENTIFICATION: **Prospector Avenue Streetscape**

THIS BID IS SUBMITTED TO: **Park City Municipal Corporation**
 PO Box 1480
 445 Marsac Avenue
 Park City, UT 84060

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of bid security. This Bid will remain subject to acceptance for forty-five (45) days after the day of Bid opening. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within thirty (30) days after the date of Owner's Notice of Award.
3. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:

- a. Bidder has examined copies of all the Bidding Documents and of the Following Addenda (receipt of all of which is hereby acknowledged):

Date	Number
<u>03/13/20</u>	<u>1</u>
<u>03/20/20</u>	<u>2</u>

- b. Bidder has familiarized itself with the nature and extent of the Contract Documents. Work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
- c. Bidder has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, and studies which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work as Bidder considers necessary for the performance for furnishing of the Work and Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, explorations, tests, reports, or similar information or data are or will be required by Bidder for such purposes.
- d. Bidder has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, or similar information or data with

respect to said Underground Facilities are or will be required by Bidder in order to perform and furnish the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents.

- e. Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
 - f. Bidder has given Engineer written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Bidder.
 - g. The Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.
4. Bidder will complete the Work for the unit and lump sum prices as shown on the Bid Schedule and Detailed Specifications. Estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids and determination of initial Contract Price. Final payment will be based upon actual quantities installed.
5. The Project Completion Date shall be as stated on the Bid Form and the executed Construction Agreement. **The substantial completion date shall be by no later than October 15, 2020. The final project completion date will be no later than October 30, 2020.** The successful bidder, simultaneously with the execution of the Construction Agreement, will be required to furnish Performance and Payment Bonds in the amount equal to one hundred percent (100%) of the contract price, and said bonds shall be secured from a company satisfactory to Park City Municipal Corporation. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.
6. The following documents are attached to and made a condition of this Bid:
- a. Required bid Security in the Form of a Bid-Bond.
 - b. Proposed Subcontractor list.
 - c. Contractor Qualification Sheet.
7. Communications concerning this Bid shall be addressed to:

The address of bidder below:

Name of Contractor STRATTON AND BRÄTT LANDSCAPES, LLC

Contact Person PERRY BRÄTT

Address 754 WEST 700 SOUTH

City, State, Zip PLEASANT GROVE, UT 84062

Telephone 801-785-8011

Fax # 801-785-8012

E-mail PERRY@STRATTONANDBRATT.COM

8. If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the drawings, specifications, or other proposed contract documents, he/she may submit to the Engineer written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by Addendum duly issued and a copy of such Addendum will be delivered to each person receiving a set of documents. Neither the Owner nor the Project Manager or Project Engineer will be responsible for any other explanations or interpretations of the proposed documents.
9. The following documents are required to be submitted with the Bid:
- a. List of Proposed Subcontractors
 - b. Contractors Qualification Sheet
 - c. Bid Bond
 - d. Contractor license
10. All submittals shall be public records in accordance with government records regulations ("GRAMA") unless otherwise designated by the applicant pursuant to UCA Section 63G-2-309, as amended."
11. The Construction Agreement will prevail in all cases, followed by Specifications, Special Provisions, and General Conditions.

Item	Description	Bid Quantity	Unit	Unit Price	Total Price
1	Mobilization & Demobilization	Job	LS	17,640	17,640
2	Storm Water Management	Job	LS	6,195	6,195
3	Traffic and Pedestrian Control and Signage	Job	LS	11,061	11,061
4	Planting: Shrubs (1-gallon sizes, see plans)	634	EA	22.00	13,948
5	Bark Mulch: 3" depth	117	CY	178.00	20,826
6	Soil Conditioner Mulch: 2" depth	94	CY	173.00	16,262
7	Concrete - Colored (TBD)	400	SF	32.50	13,000
8	North Side: Irrigation 1" Water Meter (Water Meter provided by City and installed by Contractor. See plans)	1	EA	9,439	9,439

9	North Side: Irrigation Controller	1	LS	12,390	12,390
10	South Side: Irrigation 1" Water Meter (Water Meter provided by City and installed by Contractor. See plans)	1	EA	9,439	9,439
11	South Side: Irrigation Controller	1	LS	9,885	9,885
12	North side and South side: Irrigation System (Includes all items, equipment and components for system except controller)	1	LS	81,284	81,284
				Total =	221,369
13	12-month Maintenance (Plantings & Irrigation System)	1	LS	9,324	9,324
				Maintenance Total =	230,693 ⁰⁰

BID TOTAL

Two hundred & thirty thousand six hundred & ninety three Dollars (\$ 230,693)

(If there is a conflict between the written and numerical amount, the written amount shall supersede)

The undersigned, in compliance with your invitation for bids for the Prospector Avenue Streetscape, in Park City, Utah, having examined the Drawings and Specifications and related Documents and the site of the proposed work and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of labor, hereby offer to furnish all labor, materials and supplies as required for the work in accordance with the Contract Documents as specified and within the time set forth and at the price stated below. This price is to cover all expenses incurred in performing the work required under the Contract Documents of which this proposal is a part.

SUBMITTED ON MARCH 23, 2020, ~~2019~~

Utah Contractor's License Number 883156-5501

If BIDDER is:

An Individual

By _____ (SEAL)
(Individual's Name)

Doing business as: _____

Business address: _____

Phone Number: _____

A Partnership

By _____ (SEAL)
(Individual's Name)

(General Partner)

Business Address: _____

Phone Number: _____

A Corporation

By STRATTON AND BRATT LANDSCAPES (Corporate Seal)
(Corporation Name)

UTAH
(State of Incorporation)

By [Signature]
(Name of Person Authorized to Sign)

Attest Richard E
(Secretary)

Business Address: 754 WEST 700 SOUTH PL. GROVE, UT 84062

Phone Number: 801-785-8011

LIST OF PROPOSED SUBCONTRACTORS

	SUBCONTRACTOR	ADDRESS	TELEPHONE	PORTION OF WORK
1.	<u>NONE - SELF PERFORM</u>	<u>EVERYTHING</u>		
2.				
3.				
4.				
5.				
6.				

CONTRACTOR QUALIFICATION SHEET

(List similar projects completed by the contractor over the past three (3) years)

Date 03/23/2020

NAME OF PROJECT	DOLLAR AMT OF PROJECT	OWNER REFERENCE (NAME AND TELEPHONE NO.)	COMPLETION DATE
Ritz Classic Apartments	\$341,427	(801) 796-8205 Big D Construction	7/2019
Midtown 360 3 phases 2002-2019	\$1.7 M	(801) 796-8205 Big D Construction	8/2019
Hatti Temple	\$598,103	(801) 374-6085 Westland Const.	8/2019
Lowe's Spanish Fork	\$256,956	(801) 568-9090 Layton Const	10/2019
Pioneer Park	\$362,392	Salt Lake City Ron Salisbury	6/2019
Herriman City Park	\$1.1 M	Layton Construction Johnny Holligsworth	4/2018
Summit Ridge Soccer	\$299,662	(801) 961-1000 Wasatch Commercial	9/2019
4 phases Seasons at Traverse	1.85 M	(801) 961-1000 Wasatch Commer.	2017-2019

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Stratton and Bratt Landscapes, LLC
754 W. 700 S.
Pleasant Grove, Utah 84062

SURETY:

(Name, legal status and principal place of business)

The Cincinnati Insurance Company
PO Box 145496
Cincinnati, OH 45250

OWNER:

(Name, legal status and address)

Park City Municipal Corporation
445 Marsac Ave
Park City, UT 84060

BOND AMOUNT:

Five Percent of Attached Bid

PROJECT:

(Name, location or address, and Project number, if any)

Prospector Avenue Streetscape Project

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

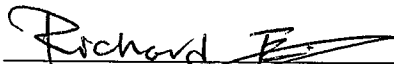
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

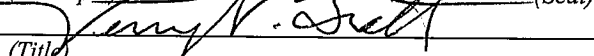
Signed and sealed this 23rd

day of March, 2020


(Witness)

Stratton and Bratt Landscapes, LLC

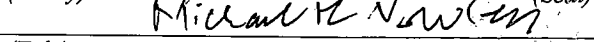
(Principal)


(Title)

(Seal)

The Cincinnati Insurance Company

(Surety)


(Title)

(Seal)

Michael R. Vowles, Attorney-in-Fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

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061110

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Michael R. Vowles; Robyn B. Jensen; Danise Worwood;
David T. Smedley; Brett Palmer and/or Alan C. Anderson

of Spanish Fork, Utah

and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to

Twenty Five Million and No/100 Dollars (\$25,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 1st day of October, 2015.



STATE OF OHIO
COUNTY OF BUTLER

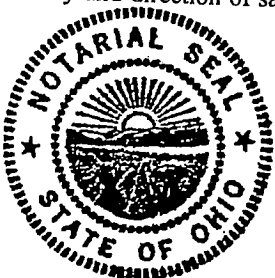
) ss:
)

THE CINCINNATI INSURANCE COMPANY

Stephen A. Justice

Vice President

On this 1st day of October, 2015, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Mark J. Huller

MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration
date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio.

this

23rd

day of

MARCH

2020



Scott R. Bolan

Secretary

Council Agenda Item Report

Meeting Date: July 30, 2020

Submitted by: Christopher Phinney

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section:

Subject:

Request to Approve a One Year Extension to the Current Contract with Kane, LLC Security, for Transportation and Security Services during Special Events and Peak Time Periods, in an Amount Not to Exceed \$255,501, in a Form Approved by the City Attorney

Suggested Action:

Attachments:

[Kane LLC Contract Extension Staff Report](#)

[Exhibit A: Kane LLC Service Agreement Addendum](#)



City Council Staff Report

Subject: Kane, LLC Contract Extension
Author: Chris Phinney, Special Events Coordinator
Department: Special Events
Date: July 30, 2020
Type of Item: Administrative

Summary Recommendations:

Exercise a one year extension to the current contract with Kane, LLC Security, for transportation and security services during special events and peak time periods, in an amount not to exceed \$255,501, in a form approved by the City Attorney (Exhibit A).

Alternatively, City Council could exercise their option, but ask staff to return with a refined scope once the fall and winter event schedule becomes clearer, but prior to the contract's expiration on October 31, 2020.

Minor changes to the contract extension include: Updating insurance to meet statutory requirements and addition of a Liquidated Damages clause. All other terms and conditions of the [original Agreement](#) shall continue to apply, including Council's option to renew for a third year in 2022. Contract amount is within currently approved departmental budgets.

Executive Summary

The City entered into a contract with Kane, LLC to provide enhanced transportation and security staff during special events and other known "peak" time periods. The purpose of this contract was to consolidate resources between five departments and streamline staffing and personnel costs required to provide an enhanced level of mitigation of impacts stemming from special events and the proliferation of strong and vibrant resort economy. Per section two of the [contract](#), the Agreement may be renewed annually through 2022, provided both parties consent to renew in writing by August 1 of each year.

Background:

The current contract was approved by City Council on [October 22, 2019 \(report p 3, minutes p 10\)](#), executed in 2019, and expires on August 1, 2020. The contract includes allowances to be renewed with the consent of City Council for an additional two years (2021 and 2022),

On July 26, 2020, Kane LLC provided a [letter of intent](#) to renew for one year. City Staff from Special Events, Transportation, Parking, Emergency Management, Public Safety and Streets departments have reviewed the services performed by Kane, LLC from the last contract year and recommend renewing the contract for FY 21, based on the following:

- Departmental savings – Having a consolidated security service provider that provided a bulk rate across departments saved costs that if done individually departments wouldn't have been otherwise able to provide efficiently the levels of service directed by City Council to mitigate congestion, traffic and parking impacts from special events and peak tourism times in general;
- Can be prioritized within current departmental budgets;
- Services and costs can be reduced if not needed later due to impacts from COVID-19.

Analysis:

The following minor changes are proposed to the contract by PCMC (Exhibit A):

1. Update insurance to meet State standards. Worker Compensation Limits will now be listed as: Bodily Injury by Accident One Million Dollars (\$1,000,000) each accident; Bodily Injury by Disease One Million Dollars (\$1,000,000) each employee, One Million Dollars (\$1,000,000) policy limit.
 - This has been discussed with the contractor and they are able to meet the new amounts and take on the cost associated with the increased standards, while still meeting the hourly rate as agreed to in the original contract.
2. The addition of a Liquidated Damages Clause. This clause will ensure services will be rendered from the contractor per the agreed-upon written daily services schedule. If service schedule is not met, a \$1,000 per day penalty fee will be charged, in addition to not being paid for missing services.
 - Staffing errors have occurred during the Sundance Film Festival and DLS staffing. Hourly accounting has caused staff spend more time than anticipated. The \$1,000 per day Completion Time Clause is now required to make efficient use of PCMC time.
3. Changes to the Compensation and Method of Payment. Current contract compensation amount is not to exceed \$256,325. Renewal contract compensation amount, after a 10% hourly rate discount offered from Kane, LLC (\$1,646), the contract not to exceed is reduced to \$255,501.

It is important to state that the payment is only required for hourly services as agreed to by PCMC and the service provider. There is no guarantee or sunk/lost costs if we approve the contract, but don't use the services.

Departmental Budget Impacts:

Staff believes that the \$255,501 supports and forwards our Transportation goals, and Council's priority to reduce impacts of special events on the community.

PCMC Departments are more coordinated and additional services/operational needs have been added for Pedestrian Management, Taxi Management, Parking Management, Bollard Installation and Residential Management. Such mitigation requires a high level of coordination between key departments including Executive, Transportation Planning, Transit, Police, Parking, Streets, Emergency Management, Special Events and Economic Development.

- Due to COVID-19 impacts, the effects stemming from a successful resort economy are very hard to predict for the upcoming year.

- Staff will coordinate closely with key departments to ensure we remain fiscally responsible and mitigate impacts with prioritization of existing departmental budgets.
- A summary of the overall 2021 contract amount and Department responsibilities are below.

2021 Contracted Service Breakout per Department (Events and Peak Days)	Service Fees
Transportation Planning	\$132,896.20
Parking Services	\$113,440.22
Emergency Management	\$ 6,102.00
Economic Development	\$ 4,709.00
Discount provided by Kane, LLC	\$ (1,646.00)
Total Contracted Service Fees for 2021	\$255,501

Funding:

Funding has been budgeted by Transportation Planning, Parking Services, Economic Development and Emergency Management in the General Fund within the current approved budget.

Attachments:

Exhibit A: Addendum to Extend Kane LLC City Service Agreement for One Year with Minor Changes DRAFT

**FIRST ADDENDUM TO CITY SERVICES AGREEMENT BETWEEN PARK
CITY MUNICIPAL CORPORATION & KANE, LLC**

This FIRST ADDENDUM is made and entered into in duplicate this ____ day of _____, 20 ____, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, (“City”), and Kane, LLC, a Utah limited liability company, (“Service Provider”), to amend the City Services Agreement signed and executed by the parties on December 31, 2019.

WITNESSETH:

WHEREAS, the parties entered into a City Services Agreement on December 31, 2019, (hereinafter “Original Agreement”);

WHEREAS, the term of the Original Agreement is due to end November 1, 2020;
and

WHEREAS, the Section 2. of the Original Agreement; Term, included a two (2) year renewal for 2021 and 2022, provided both parties execute written notice of consent to renew, which Service Provider completed on August 1, 2020, and the City completed on August 1, 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 term of the Original Agreement shall be extended to a termination date of November 1, 2021
- b. **SCOPE OF SERVICE.**

The Scope of Services shall be amended as follows:

Amend Section 1 – The total fee for the Project shall not exceed **Two Hundred Fifty Five Thousand Five Hundred One Dollars (\$255,501.00).**

Amend Section 3.C – The total project maximum funds available are not to exceed **Two Hundred Fifty Five Thousand Five Hundred One Dollars (\$255,501.00)** annually.

Amend Section 8.C. - Workers Compensation insurance limits written as follows: Bodily Injury by Accident One Million Dollars (\$1,000,000) each accident; Bodily Injury by Disease One Million Dollars (\$1,000,000) each

employee, One Million Dollars (\$1,000,000) policy limit. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Entity for all work performed by the Service Provider, its employees, agents and subcontractors.

Add Section 22. – Liquidated Damages. The work on this Project shall commence within ten (10) days of receipt of the Notice to Proceed and shall be completed according to written daily services schedule. Work stoppage due to inclement weather conditions and other factors must be approved in writing by the Project Manager. Inclement weather shall not otherwise constitute cause for delay. Unless otherwise agreed by the City by change order, no damages shall become due to Contractor for City caused delay. A change order for delay will generally be accepted for delay so excessive and unreasonable that it is beyond the scope of the Contract or delay attributed to direct, active or willful interference by the City. The change order must be based upon actual damages sustained by the Contractor which are directly attributed to the delay.

In the event that Contractor fails to complete all of the work required herein within the time limit set out above, then for each partial or complete day during which the work remains uncompleted thereafter, the Contractor agrees to pay the City **One Thousand Dollars (\$1000.00) per day, _____ (Contractor Initials)** which the parties believe, due to the difficulty of actually assessing the damages the City will suffer in the event of such a delay, is a fair estimate of the loss the City will suffer. The parties agree that the daily liquidated damages provided for herein is reasonable and fair, and is not a penalty. **TIME IS OF THE ESSENCE IN THIS AGREEMENT.**

Amend Exhibit “A” –

Sundance 2020 Costs	Total Hours	Costs
Ped Management, Residence Management, Taxi Management	5393	\$ 132,395.92
Parking Enforcement Posted Staff	1104	\$ 33,672.00
Parking Enforcement, Rover Breakers, Supervisors		\$ 16,250.00
Pre-planning		\$ 6,000.00
Equipment		\$ 6,500.00
On-Site Admin		\$ 5,500.00
	6497	\$ 200,317.92
Savor the Summit 2020 Costs	Total Hours	Costs
Taxi Management	16	\$ 854.00
Bollard Staff	20	\$ 630.00
Supervisor/Rover Breaker	16	\$ 520.00
Pre-planning		\$ 150.00
Equipment		\$ 150.00
On-Site Admin		\$ 100.00
	52	\$ 2,404.00
Fourth of July 2020 Costs (Holiday Rates)	Total Hours	Costs
Residence Management, Taxi Management, Parking Staff, Rover Breakers	128	\$ 5,856.00
Bollard Staff	8	\$ 380.00
Supervisors	20	\$ 975.00
Pre-planning		\$ 1,000.00
Equipment		\$ 700.00
Kane Manager	20	\$ 1,035.00
On-Site Admin		\$ 1,000.00
	176	\$ 10,946.00
	10 % Discount	-\$1,096.40
		\$ 9,849.60
Arts Festival 2020 Costs	Total Hours	Costs
Residence Management, Taxi Management, Parking Staff, Rover Breakers	262	\$ 7,991.00
Bollard Staff	50	\$ 1,575.00
Supervisors	40	\$ 1,950.00
Pre-planning		\$ 1,200.00
Equipment		\$ 1,000.00
Kane Manager	30	\$ 1,035.00
On-Site Admin		\$ 1,000.00
	382	\$ 15,751.00
Tour Of Utah 2020 Costs	Total Hours	Costs
Residence Management, Taxi Management, Parking Staff, Rover Breakers	93	\$ 2,836.50
Bollard Staff	18	\$ 567.00
Rover Breaker, Supervisor	15	\$ 487.50
Pre-planning		\$ 950.00
Equipment		\$ 500.00
On-Site Admin		\$ 750.00
	126	\$ 6,091.00
Miners Day 2020 Costs (Holiday Rate)	Total Hours	Costs
Parking Staff	30	\$ 1,372.50
Bollard Staff	8	\$ 380.00
Rover Breaker, Supervisor	10	\$ 517.50
Pre-planning		\$ 150.00
Equipment		\$ 200.00
On-Site Admin		\$ 100.00
	48	\$ 2,720.00
	10% Discount	-\$272.00
		\$ 2,448.00
Halloween (Holiday Rates)	Total Hours	Costs
Parking Staff	30	\$ 1,372.50
Bollard Staff	12	\$ 570.00
Pre-planning		\$ 200.00
Equipment		\$ 500.00
On-Site Admin		\$ 150.00
	42	\$ 2,792.50
	10% Discount	-\$279.25
		\$ 2,513.25
Total Project Hours for 2020	7271	\$ 239,374.77

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.

4. **COUNTERPARTS.** This First 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 First 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 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

MATT DIAS, City Manager

Attest:

City Recorder's Office

Approved as to form:

City Attorney's Office

SERVICE PROVIDER:

Name: Kane, LLC, a Utah limited liability company

Address: 724 W 500 S, Suite 900

City/State/Zip: West Bountiful, UT 84087

Tax ID#: 83-0828884PC Business License #: B-017002_____
Printed Name_____
Signature_____
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 , 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
_____, a _____.

Notary Public

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

Printed name _____

Signature: _____

Council Agenda Item Report

Meeting Date: July 30, 2020

Submitted by: Jenny Diersen

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section:

Subject:

Special Event Update

(A) Public Input

Suggested Action:

Attachments:

[Special Event Update](#)

[Exhibit A: Park City Summer/Fall 2020 Event Calendar](#)

[Exhibit B: Phased Color Guidelines & Event Management Template](#)



City Council Staff Report

Subject: Summer/Fall 2020 Event Update
Author: Jenny Diersen
Department: Special Events & Economic Development
Date: July 30, 2020
Type of Item: Administrative

Recommendation

Review the Special Events Calendar through October 31, 2020 (Exhibit A), and ensure consistency with Council's prior direction to reduce both the volume, type, and increase mitigation measures pertaining to Special Events in Park City due to the impacts of COVID-19.

Staff also seeks clarity regarding smaller, and more community-oriented local event applications. In addition, Council also needs to:

- Approve or deny HPCA's request to expand Car Free Sunday through October 25, 2020, and adding select Saturdays.
- Approve or deny an increase in City Services, not to exceed \$120,000, to support Car Free Sunday and the additional Saturdays.

Staff anticipates returning to Council to coordinate the 2021 event calendar in the fall as the local and global health situation evolves.

Background

On June 25, 2020 ([report](#) p. 13/ minutes p.2), staff presented an update to the State's reopening ([Yellow](#)) [Phased Guideline](#) regarding events and gatherings and received an update from the Summit County Health Department. The Governor's orders preclude City Council from passing a law or ordinance further restricting reopening requirements; however, Council can require increased mitigation standards to protect community health, safety and welfare. Council provided the following direction on Special Events through August 31:

- Not supportive of facilitating or attracting larger gatherings and Special Events;
- The public health and safety impacts of Covid 19 are difficult to adequately mitigate without exceptionally high standards for health safety and welfare; and
- Requested a follow up special events work session in the fall.

As a result, the vast majority of summer events were cancelled or postponed, with some limited exceptions (mainly community-focused events which met increased City mitigation requirements).

Analysis

Since the Summit County Health Department cannot deny large events that meet the State Guidelines, despite their evaluation that large gatherings (over 50 in Yellow) still serve a significant increase to public health risk. Special events are a delicate balance, in that they both increase risk yet facilitate important economic recovery efforts. Changing expectations on event organizers and the public can also create confusion

among the community. Organizers understand that they need to be nimble and comply with ever changing guidelines (Exhibit B). Planning and preparation is significantly increased among departments, across jurisdictions, and with community partners and event organizers.

Staff seeks direction on the following events through October 31, 2020:

Shop, Dine and Stroll - Main Street Car Free Sundays

A debrief is scheduled on August 4 at the Council meeting, including costs and visitation data.

- On May 28 ([report](#) p. 7/ [minutes](#) p.3), at the [request of HPCA](#), PCMC approved a car free Sunday event allow businesses to temporarily use public rights-of-way to facilitate distancing. Council placed an \$80,000 cap on fee waivers for City Services and delegated approval of the weekly operational details to the City Manager.
- At the [June 25 Council meeting \(p.13\)](#) and [July 9 meeting](#) with agreement from HPCA, Council expanded the event to include Saturday, July 4 closure to supplement July 5, beginning at 7 a.m. (instead of 11 a.m.), and to allow restaurants serving breakfast outside to have expanded space, and include closure of Heber Avenue.

The following is a new request that Council needs to approve or deny:

- On July 24, [HPCA requested](#) the following items that will increase City service costs estimated at \$120,000:
 - Add three to four car-free Saturdays, suggesting August 1 (typically Arts Fest Weekend), September 5 (Miner's Day weekend) and October 3 (same weekend as Park City Wine Classic).
 - Extend car free Sundays through October (Oct. 25) – weather permitting

While not included in the HPCA's request, Staff understands HPCA is supportive of programming by the Kimball Art Center (KAC) on Main Street on August 2, 2020. Programming will include free take home art kits, art classes, and or ability for the non-profit to accept donations (all with social distancing guidelines in place). Kimball will not program the street on Saturday, August 1. Staff is supportive of the KAC programming on the Sunday the Festival was normally scheduled, a local nonprofit organization who cancelled their primary fundraiser and event, and staff understands HPCA is supportive of adding the program. Approval of final operations plan is required as part of the Main Street Car Free event permit, which staff intends to approve unless otherwise directed.

Miner's Day, hosted by the Park City Rotary Club, holds the 125 year old events to honor our mining legacy and fundraise for local nonprofits. Staff anticipates verbal update on this event at the meeting.

Autumn Aloft, hosted by HPCA, anticipates verbal update on Thursday. Historically this event draws visitors from outside Park City and the weekend has become a primary fall event.

Howl-o-Ween on Main, hosted by HPCA in close partnership with the City, we recommend cancelling the event. With the event scheduled on a Saturday this year,

both groups feel that it is not responsible to move forward given the sheer volume of visitors this event has historically drawn to Main Street.

Various, smaller recreation, trail and cultural events, such as the Film Series Drive-In, Park City Wine Classic, and High School Cross Country Invitational are proceeding forward with permitting. Staff understands Council has given discretion to administratively approve smaller, local events with increased mitigation.

Funding

PCMC event operations exceeds \$2 million annually. The economic return, both direct (sales and property taxes) and indirect (lodging, restaurant and other services, etc.), far exceeds expenditures and benefits all aspects of our local economy and economic recovery.

Attachments

Exhibit A: Park City Special Event Calendar (Major Events – Summer/Fall)

Exhibit B: Utah Phased Color Guidelines for Events & Event Management Template

Exhibit A Park City Special Event Calendar (Major Events – Summer/Fall)

Event Name	Applicant	Status of Event	Date of Event	Number of Days	Level of Event - determined by attendance, and impacts, number of days	Normal Attendance	Location	Normal City Service Waived Costs (City Takes On)	Fees Paid to City
Park Silly Sunday Market	Park Silly Sunday Market	Cancelled	June to Sept	14	Level 5	199,000	Main Street	\$75,000	\$0
Park City Baseball	PC Baseball Club	Event Held	6/17/2020	3	Level 2	1,000	Park City School District Fields & Quinns	\$4,000	\$2,000
Park City Shop Dine and Stroll	Park City Municipal	Event Held	Various Dates	14	Level 4	42,000	Main Street	\$80,000	\$0
4th of July	PCMC	Cancelled	7/4/2020	1	Level 5	30,000	Main Street, City Park, Resort Base	\$59,000	\$8,000
Triple Crown	Triple Crown Sports	Cancelled	7/13 - 23/2020	13	Level 4	7,000	All Fields in Park City and Summit County	\$50,000	\$5,000
Extreme Soccer	PC Soccer Club	Cancelled	7/23 - 25/2020	3	Level 3	10,000	All Fields in Park City and Summit County	\$3,000	\$5,000
Arts Festival	Kimball Art Center	Cancelled	7/31 - 8/2/2020	3	Level 5	53,000	Main Street	\$150,000	\$10,000
Drive in at Prospector	Park City Film Series	Pending Approval	8/8/2020	1	Level 2	125	Prospector	\$250	\$0
Tour of Utah	Medalist Sports	Cancelled	8/7/2020	2	Level 5	15,000	Main Street and other Roads	\$64,000	\$25,000
Ski Town Lacrosse	Utah Lax	Moved to Summit County (Ecker Hill)	8/8 - 9/2020	2	Level 3	2,000	Moved to Summit County (Ecker Hill)	\$6,000	\$2,000
Miner's Day	PC Rotary	Pending Decision	9/7/2020	1	Level 5	20,000	Main Street & City Park	\$27,000	\$0
Autumn Aloft	HPCA	Pending Decision	9/18 - 20/2020	3	Level 4	8,000	N40 and Main Street	\$4,000	\$4,000
Park City High School Cross Country Invitational	Park City High School	Pending Approval	9/25/2020	1	Level 3	500	Quinn’s Junction / Round Valley	\$1,000	\$0
Park City Wine Festival	Team Player Productions	Pending Approval	10/1 - 10/3/2020	3	Level 3	1,000	Various locations in Park City and Summit County	\$950	\$950
Shot Ski	Sunrise Rotary	Postponed	10/17/2020	1	Level 4	3,000	Main Street	\$2,000	\$2,000
Halloween	HPCA	Recommend Cancellation	10/31/2020	1	Level 4	10,000	Main Street	\$23,000	\$0
								\$474,200	\$63,950
* Not all events are included in this spreadsheet. This focuses on 'major' cultural and sporting events fall 2020. There are many other small sporting and cultural events on the City calendar.									

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Aug 1

C - Kimball Arts Festival

PEAK TIME PERIOD

C - DVMF

C - Miners Park Concert Series

Versante on the Lawn

2

C - Kimball Arts Festival

PEAK TIME PERIOD

Sundays on Main

Versante on the Lawn

3

C - Beethoven Festival

4

5

C -Wednesday Night Concert Series

Park City Farmers Market

6

7

PEAK TIME PERIOD

C - DVMF

8

C - Tour De Utah

C - DVMF

Drive in at Prospector

Park City Trail Series

Summer in the City Volleyball Tourname

9

PEAK TIME PERIOD

C - Tour De Utah

Sundays on Main

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12

C -Wednesday Night Concert Series

Park City Farmers Market

13

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C - Back Alley Bash

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C - Miners Park Concert Series

V - Midmountain Marathon

16

St Mary's Procession

Sundays on Main

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C -Wednesday Night Concert Series

Park City Farmers Market

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Cube of Truth

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C - Miners Park Concert Series

C - Summit Challenge

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C - PSSM

C - Walk a Mile

Sundays on Main

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C -Wednesday Night Concert Series

Park City Farmers Market

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C - Miners Park Concert Series

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C - PSSM

Sundays on Main

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Jenny Diersen

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PEAK TIME PERIOD

C - PSSM

Sundays on Main

PEAK TIME PERIOD

C - PCMC Skate Series

C - PSSM

Tour De Suds

Autumn Aloft

PEAK TIME PERIOD

C - PSSM

C - PSSM

Park City Farmers Market

Park City Farmers Market

Park City Farmers Market

Park City Farmers Market

Park City Farmers Market

PEAK TIME PERIOD

C - Point to Point

Brunch at Altitude

C - Dirt Jump Jam

Hike for Hunger

Autumn Aloft

PEAK TIME PERIOD

Cube of Truth

Park City Trail Series

High School Cross County

Scarecrow Fest

Jenny Diersen

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Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Sep 27	28	29	30	Oct 1	2	3
Sep 27 - Oct 3				USC Band	Park City Wine Festival	
4	5	6	7	8	9	10
Oct 4 - 10			Park City Farmers Market			
11	12	13	14	15	16	17
Oct 11 - 17			Park City Farmers Market			
18	19	20	21	22	23	24
Oct 18 - 24			Park City Farmers Market			Shotski (Postponed)
25	26	27	28	29	30	31
Oct 25 - 31			Park City Farmers Market			C - Halloween PEAK TIME PERIOD

Jenny Diersen

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Exhibit B: Utah Phased Color Guidelines for Events & State Event Management Template

Utah State Phased Guidelines (Version 4.6 on 6/2/20)

While there are many details in each phased color guideline, staff has paraphrased specific protocols in each color phase. [Event Management Template](#) (required for formal organizations to complete, must be available for inspection by Health Officer or their designee as requested)

Orange Guidelines – Events, Cultural Arts & Entertainment

https://coronavirus-download.utah.gov/business/Events_Arts_Entertainment_Guidelines.pdf

- Ability to Track Attendance
- No temporary mass gatherings as defined in [Rule R392-400](#)
- Event Size can exceed 20 if organizational oversight can be provided
- 6 foot distance must be maintained between household groups while seated
- For reserved seating facilities, facility capacity is dependent on ability to block reserved seats (demonstrated on digital seat map) to ensure safe radius
- Set an established window time for high risk groups
- Congregating at any point is not allowed
- Limit those in confined area to enable adequate distancing at all times.
- Maintain signage to remind individuals of protocols
- Encourage contactless payment, disinfect between transactions
- Participants (players, performers, actors, volunteers, employees) should have their symptoms checked when feasible
- Dedicated staff for sanitizing high-touch surfaces
- Follow Employer and Concession guidelines.

Yellow Guidelines – Events, Cultural Arts & Entertainment

https://coronavirus-download.utah.gov/business/Yellow/Events_Arts_Entertainment_Guidelines_Yellow.pdf

- Ability to Track Attendance
- No temporary mass gatherings as defined in [Rule R392-400](#)
- Event Size can exceed 50 if organizational oversight can be provided. Formal organizations required to complete event management template. *** This document must be kept and available for inspection by the local health officer or designee
- Organizations encouraged using the Healthy Together app to help contain COVID among its employees and patrons.
- 6 foot distance must be maintained between household groups while seated
- For reserved seating facilities, facility capacity is dependent on ability to block reserved seats (demonstrated on digital seat map) to ensure safe radius
- Set an established window time for high risk groups
- Distribution of promotional items, candy, food, etc... during spectator events must be distributed in a manner that does not promote congregating. Congregating at any point is not allowed
- Limit those in confined area to enable adequate distancing at all times.
- Maintain signage to remind individuals of protocols
- Encourage contactless payment, disinfect between transactions
- Participants (players, performers, actors, volunteers, employees) should have their symptoms checked when feasible
- Dedicated staff for sanitizing high-touch surfaces

- Follow Employer and Concession guidelines.

Green Guidelines – Events, Cultural Arts & Entertainment

https://coronavirus-download.utah.gov/business/Green/Events_Arts_Entertainment_Guidelines_Green.pdf

Follow General Employer Guideline. All businesses are open and operating under enhanced hygiene and cleaning regimen. Monitoring health of workforce and its customers.

Council Agenda Item Report

Meeting Date: July 30, 2020

Submitted by: Luke Cartin

Submitting Department: Sustainability

Item Type: Work Session

Agenda Section:

Subject:

Renewable Energy Project for City Operations Update

(A) Public Input

Suggested Action:

Attachments:

[Renewable Energy Project Staff Report](#)



City Council Staff Report

Subject: Renewable Energy Project for City Operations Update
Author: Luke Cartin
Department: Sustainability
Date: July 30, 2020

Executive Summary

Park City has a commitment to be 100% renewable electricity by 2022 for City operations and 2030 community-wide. In order to meet the 2022 City operations goal, it was determined that Park City Municipal Corporation would enter into the Renewable Energy Service Contract with Rocky Mountain Power to provide either 20 or 25-years of renewable electricity to cover the City's consumption footprint, with the solar facility coming online at the end of 2022.

Background

- On September 22, 2016, City Council passed Resolution 23-2016 to set 100% renewable electricity goals by 2022 for municipal operations.
- On February 23, 2017, Park City and Rocky Mountain Power entered into a Joint Clean Energy Cooperative Statement to work together to source 100% renewable electricity for City operations and community-wide.
- On November 8, 2017, City Council approved the Engineering and Professional Services Agreement with Rocky Mountain Power to pursue a renewable energy facility, model City electricity needs, complete regulatory filings and sign a power purchase agreement with a renewable developer.
- On November 21, 2019, City Council approved the Renewable Energy Service Contract with Rocky Mountain Power to contract with a solar developer for a Power Purchase Agreement not to exceed \$22,000 in annual cost

Discussion

Park City Municipal Corporation's needs electricity to power streetlights, facilities, pumps, and even buses. To meet City Council's goal of 100% renewable electricity for City operations by 2022, rooftop solar alone cannot not meet our needs. Park City has been able to magnify its sustainability efforts through collaboration. Staff looked at partnering with other large energy users to jointly pursue a large scale renewable energy generation project. Salt Lake City Government, Summit County Government, Park City Mountain, Deer Valley Resort, and Utah Valley University jointly agreed to join together to investigate a Utah-based renewable facility.

Due to financing issues exacerbated by the Covid-19 pandemic, the solar project could no longer be financed at the 15-year term. This is not isolated to just this project, but many 15-year term solar projects in the region have also suffered from financing issues.

Staff worked closely with Rocky Mountain Power, the solar developer, and the other customers to find other viable options. We have created two options (20 or 25-year terms) if we desire to continue with the existing proposed project. Both options cover existing City electricity loads, and do not take into account future electricity load growth (more electric buses). All partners are currently choosing which option they will pursue. Summit County Council has selected the 20-year option.

Staff is requesting City Council's direction on which, if any, option to pursue for the regulatory filing. City Council could still opt to not participate by not signing the final regulatory filing.

20-year option:

This option is higher priced when compared to the 25-year option. The price impact will be no greater than \$26,280 annually.

25-year option:

The price impact will be no greater than \$23,880 annually.

Options for City Council to Consider

Option 1: Council directs city staff to pursue 25 year option with Elektron Solar, LLC.

Option 2: Council directs city staff to pursue 20-year option with Elektron Solar, LLC.

Option 3: Do not proceed with either option and reassess.

Department Review

Sustainability, Legal and Executive

Council Agenda Item Report

Meeting Date: July 30, 2020

Submitted by: Brooke Moss

Submitting Department: Human Resources

Item Type: Resolution

Agenda Section:

Subject:

Consideration to Adopt Resolution 17-2020, a Resolution Adopting the Revised Personnel Policies and Procedures Manual, Effective July 30, 2020 for Park City Municipal Corporation
(A) Public Input (B) Action

Suggested Action:

Attachments:

[2020 Policies and Procedures Staff Report](#)

[Exhibit A: Policies and Procedures Resolution](#)

[Exhibit B: 2020 Policies and Procedures - Draft](#)



City Council Staff Report

Subject: Policies and Procedures Manual updates 2020
Author: Brooke Watters & Jason Checketts
Department: Human Resources
Date: July 30, 2020
Type of Item: Legislative

Recommendation

Adopt a resolution (attached) revising the Personnel Policies and Procedures Manual dated July 30, 2020, for Park City Municipal Corporation.

Background

Each year, the City Council adopts, by resolution, revisions to the Personnel Policies and Procedures Manual. Policy requires the manual be updated once every calendar year through this revision process and approved by City Council. The recommendation for revision of the Employee Policies and Procedure Manual results from changes in government regulations, updates to hiring practices, changes in technology and input provided by the City Manager, Legal Department, Policies & Procedures Committee, Human Resources, and City Council. The manual was last updated on July 1, 2019.

Recommended Changes to the Personnel Policies and Procedures Manual

The following is a summary of suggested updates to the 2019 Policies & Procedures Manual. These will better accommodate personnel needs, changes in legislation, and City needs. For additional information on changes, please see the attached revised policy manual.

- **Section 3.5 – Resignation & Discharge:** Employees should check with the Human Resources department for guidance before responding to employment referrals.
- **Section 4.12 Salary Increase & Performance Evaluations:** Full Time Regular status employees are only eligible for lump merit *after* completion of the review period. An exception may be requested in the case of a retirement.
- **Section 4.13 Bonuses, Subsection 5 Part-Time Employee Performance Bonus:** To be eligible for a bonus, part-time employees must have completed at least one year of employment with the City as per current practice.
- **Section 4.14 Release Time:** Clarification on Release Time policy. This benefit is not to be used as commute time, or as an option to leave work early to then exercise at a later time, but is to be used for physical activity during an employee's regular working hours. During busy seasons or otherwise busy times, Release Time may not be available for use depending on Manager's discretion. Also, employees may not use release time to exceed 40 hours without manager's prior approval because of potential budget impacts.

- **Section 4.15 On-Call Pay:** Clarification on language that on-call employees shall receive a minimum of two hours pay if called out.
- **Section 4.17 Sick Leave Family & Sick Leave Family FMLA:** Clarification that employees are allowed a maximum of 120 sick leave family hours per calendar year, not per rotating 12 month period.
- **Section 4.18 Pregnancy & Parental Leave:** Change of verbiage from “Maternity Leave & Paternity Leave” to “Pregnancy & Parental Leave”. No change in leave benefits.
- **Section 4.24 Vacation Pay:** Vacation benefits apply only to active Full Time Regular status employees and are not applicable while on unpaid leave.
 - New section allowing for a Vacation Leave Hardship Cash out due to unforeseen emergencies or financial hardships.
- **Section 4.28 Peak Time Leave** – New Peak Time Leave policy addressing ways staff can help reduce congestion during big events or weather incidents.
- **Section 5.12 Use of Drugs and Alcohol, I. Use of Prescription Drugs or Over-the-Counter Medications:** New information added to address medical cannabis use.
- **Section 6.3 Employee Transfer & Discharge Appeal Rights & Procedure:** Updates to current and existing job titles that are exempt from transfer and discharge appeal rights.

The following sections have edits that are meant to clarify current content, but not make changes to existing policy:

- **Section 1.4 Maintenance:** Clarification that any employee, not just supervisors, may ask HR any policy questions or interpretation of a policy.
- **Section 1.6 Notice of Federal/State Employment Laws**
 - **Section 504 of the Rehabilitation Act of 1973:** Moved sentence that “retaliation against a person who files a charge of discrimination.... Is prohibited” to the end of this section.
 - **The Family and Medical Leave Act of 1993 (FMLA):** Clarification on FMLA.
- **Section 2.2 e. and f. Appointments** – Sentence deleted for redundancy.
- **Section 2.2 h. Appointments** – Clarity added for child volunteers.
- **Section 4.3 Work Week & Pay Periods:** For Police Officers, a pay period is 80 hours and two weeks. Language clarified from public safety personnel to Police Officer, as per intention.
- **Section 5.12 Use of Drugs and Alcohol, E. Drug & Alcohol Testing:** Clarification in language describing circumstances when a drug test may be performed.

Department Review

Legal, Human Resources, and the City Manager reviewed this report.

Exhibits

A – Resolution Adopting the Personnel Policies and Procedures Manual

B – DRAFT Policies and Procedures Manual effective July 30, 2020.



Resolution No. 17-2020

A RESOLUTION ADOPTING THE REVISED PERSONNEL POLICIES AND PROCEDURES MANUAL, EFFECTIVE JULY 30th 2020 FOR PARK CITY MUNICIPAL CORPORATION

WHEREAS, personnel policies and procedures may be adopted and amended at the discretion of the City Council and are subject and subordinate to applicable federal and state laws, rules, and regulations, and local ordinances; and

WHEREAS, purpose of the manual is to provide for guidance regarding the fair and consistent administration of city personnel, but neither any contract nor implied contract rights are created hereby; and

WHEREAS, the City Manager, Legal Department, Human Resources Department, and management team has reviewed the proposed amendments of the Revised Personnel Policies and Procedures and recommends adoption by the City Council; and

WHEREAS, the City Council deems it in the best interest of the employees of Park City Municipal Corporation to formally adopt them;

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

SECTION 1. ADOPTION. The Personnel Policies and Procedures Manual, dated July 30th, 2020 attached hereto, is hereby adopted and the 2019 version is hereby repealed including any temporary amendments thereto adopted by the City Manager

SECTION 2. EFFECTIVE DATE. This Resolution shall take effect on July 30th, 2020

PASSED AND ADOPTED this 30th day of July, 2020.

PARK CITY MUNICIPAL CORPORATION

Mayor Andy Beerman

Attest:

Michelle Kellogg, City Recorder

Approved as to form:

Mark Harrington, City Attorney



EmployeePerson
~~net~~ Policy &
Procedures

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Park City Municipal Corporation

Policies and Procedures Do Not Constitute a Contract

The information contained in this policies and procedures manual was prepared as a guide to provide employees a better understanding of the responsibilities and obligations of employment with Park City Municipal ("City"). The policies and procedures stated in this manual and in other personnel statements or materials issued by the City are not intended to create either express or implied contract rights respecting the procedures, terms, conditions, or duration of employment nor any other obligation or liability on the part of the City. The City hereby reserves the right and authorizes the City Manager to unilaterally alter, amend or revoke any policy, practice or procedure without notice at any time and for any reason. The City's affirmative prohibition of certain discriminatory or other conduct does not create any contract, duty, obligation or liability on the part of the City.

Section One (1)

GENERAL PROVISIONS

This manual is published to provide guidelines to the Policies and Procedures of Park City Municipal Corporation ("City"). These policies shall be adopted and amended at the discretion of the City Council with recommendations from the City Manager and shall be subject and subordinate to applicable federal and state laws, rules, and regulations, and local ordinances. The City Manager may at any time, without notice, temporarily suspend or amend any policy herein by filing a written order with the Human Resources Manager. Such temporary policies shall be effective no longer than six months without the approval of City Council.

1.1 Interpretation

The City Manager shall exclusively hold the final authority, subject to appeal, to interpret these policies, rules and procedures adopted hereunder. Such authority shall include the application of these policies, rules and procedures to specific employees, positions, and circumstances.

It is the responsibility of all city employees to be familiar with the policies and procedures of the City.

All Managers should be familiar with the policies and procedures set forth in this manual so that they are able to address any questions and offer clear, accurate interpretations to any employee asking questions or desiring information on City policy or procedure.

Exceptions to any policy in this manual must have the approval of the City Manager.

1.2 Applicability

Except as specifically provided otherwise in this manual, these policies shall apply to all full-time regular, part-time, seasonal, student intern, special employment agreements, and volunteers. The exceptions are those positions which by ordinance report directly to the City Council. These policies shall not apply to persons or firms rendering services to the City as "independent contractors." Employees under special employment agreements are covered under the policies and procedures contained in this manual except where superseded by terms of their contracts.

1.3 Violations

Violation of any personnel policy, rule, or procedure adopted hereunder shall be grounds for disciplinary action up to and including termination.

1.4 Maintenance

This manual shall be maintained and updated by the Human Resources Manager as directed by the City Manager. The Legal Department and a City Manager appointed Policies and Procedures (P&P) Task Force shall review this manual annually. The official copy of the Personnel Policies and Procedures shall be kept in the Human Resources department and is available on the employee portal ep.parkcity.org. ~~Supervisors/managers~~ Any employee with-
~~having any~~ questions on interpretation of a policy or whether or not a policy is current should check with Human Resources for clarification.

Employees who have suggested changes to this manual are encouraged to provide that information in writing to Human Resources and/or their manager for review.

1.5 Departmental Rules

Individual departments within the City may establish policies and rules that are more restrictive than those set forth in this manual. These department rules may not be less restrictive than the rules set forth herein. City Departments may establish policies that are applicable to only a specific group (Front Desk in Recreation, Ice Rink Supervisors, etc.). Department Policies must be submitted first to the Human Resources Department and be approved before they are made effective. Department Policies must be resubmitted both annually during the month of April and any time changes are made for pre-approval. Job specific training manuals must always be approved by the HR Manager prior to initiating within the department.

1.6 Notice of Federal/State Employment Laws

Title VII of the Civil Rights Act of 1964 as amended

Prohibits employment discrimination based on, race, color, religion, sex and/or national origin and protects qualified applicants and employees in hiring, promotion, discharge, pay, job training, fringe benefits, and other aspects of employment.

Utah Antidiscrimination Act

The City may not discriminate against any qualified person in matters of compensation and other terms, privileges, and conditions of employment because of: race, color, religion, sex (including pregnancy, childbirth, pregnancy-related conditions, breastfeeding, or medical conditions related to breastfeeding), national origin, age (40 or older), disability, genetic information, sexual orientation, gender identity, or protected expressions. In addition, a covered employer may not refuse to reasonably accommodate gender identity in dress/grooming standards and facilities.

The Americans with Disabilities Act of 1990 (ADA)

The ADA as amended, including the Americans with Disabilities Act Amendments of 2008

(ADAA), prohibits discrimination on the basis of disability and protects qualified applicants and employees with disabilities from discrimination in hiring, promotion, discharge, pay, job training, fringe benefits, and other aspects of employment. The law also requires that covered entities provide qualified applicants and employees with disabilities with reasonable accommodations that do not impose undue hardship on the employer. The law covers applicants and employees of local governments including Park City Municipal Corporation.

[The Health Insurance Portability and Accountability Act \(HIPAA\)](#)

HIPAA as amended, protects employee's and their family's privacy as it relates to treatment of pre-existing conditions, certificates of credible coverage, special enrollment rights, availability of coverage, non-discrimination and protected health information.

[The Age Discrimination in Employment Act of 1967 as amended](#)

Protects applicants and employees ages 40 years and older from discrimination on the basis of age in hiring, promotion, discharge, compensation, terms, conditions or privileges of employment.

[The Genetic Information Nondiscrimination Act of 2008](#)

Protects employees from discrimination based on genetic information in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. It prohibits employers from acquiring genetic information from applicants, employees or their family members.

[The Equal Pay Act as amended](#)

Prohibits sex discrimination in payment of wages to women and men performing substantially equal work in the same establishment.

[Section 504 of the Rehabilitation Act of 1973 as amended](#)

Prohibits employment discrimination on the basis of disability in any program or activity which receives federal financial assistance. Discrimination is prohibited in all aspects of employment against disabled persons who, with reasonable accommodation, can perform the essential functions of a job.

~~Retaliation against a person who files a charge of discrimination, participates in an investigation, or opposes an unlawful employment practice is prohibited by all these federal laws.~~

Comment [BW1]: Moved to end of section for clarity

[Consolidated Omnibus Reconciliation Act of 1986 \(COBRA\)](#)

COBRA allows certain terminated employees, their spouses, and dependent children to continue medical and dental coverage under the group plan at their own costs for a period not to exceed 18 months, in most cases, and up to 29 to 36 months in some cases.

[The Family and Medical Leave Act of 1993 \(FMLA\)](#)

Grants eligible employees the statutory right to take unpaid, job-protected leave under

defined medical or other specified circumstances. Specifically, twelve workweeks (480 hours) of leave in a 12-month period. FMLA applies to all City employees who have met certain conditions. In both types of FMLA leave, the City calculates the 12-month period as a 'rolling' twelve months. See section **4.19 Family Medical Leave.**

For circumstances regarding a covered military service-member, FMLA allows up to twenty-six workweeks (1040 hours) of leave during a single 12-month period to care for a covered service-member with a serious injury or illness if the eligible employee is the service-member's spouse, son, daughter, parent, or next of kin (military caregiver leave).

There are two additional but separate types of paid leave which may be used in conjunction with -along-with-applicable-requirements-FMLA: Sick Leave FMLA to care for one's self, and Sick Leave Family FMLA to care for an immediate family member or Domestic Partner. ~~FMLA applies to all City employees who have met certain conditions.~~ For eligibility and requirements, see section 4.16 Sick Leave & Sick Leave FMLA, and section 4.17 Sick Leave Family, and Sick Leave Family FMLA.

If you believe that you have been discriminated against under any of the above laws, please contact the Human Resources Department, the Legal Department or the City Manager.

Retaliation against a person who files a charge of discrimination, participates in an investigation, or opposes an unlawful employment practice is prohibited by all these federal laws. See section 5.11 Retribution and/or Retaliation.

Section Two (2) **EMPLOYMENT**

2.1 Equal Employment Opportunity

Park City Municipal Corporation ("City") is dedicated to equal employment and advancement opportunities. It is the City's policy to provide equal employment opportunities to all individuals based on job-related qualifications and ability to perform a job, without regard to age, sex, race, color, religion, creed, national origin, sexual orientation, gender identity, disability, pregnancy, childbirth, pregnancy-related condition or marital status, and to maintain an environment free from intimidation and harassment based upon these grounds.

2.2 Appointments

Employees' jobs are governed by the U.S. Department of Labor <http://www.dol.gov> and are either "exempt" or "nonexempt." Nonexempt employees are entitled to overtime pay. Exempt employees are not entitled to overtime pay.

The State of Utah is an "at will" employment state. Accordingly, all appointments not subject to [Utah Code Section §10-3-1105\(1\)](#), as amended, are "at will" employment, and may be terminated at the convenience of the City Manager at any time with or without cause. All vacancies shall be filled by full-time regular appointment, part-time appointment, seasonal appointment, acting appointment, promotion, transfer, demotion, or special employment agreement. All full-time regular appointments must fill an approved budgeted position. Full-time regular appointments and special employment agreements shall be recommended by the Department Manager and submitted to the Human Resources Department for review. Following review, the Human Resources Department will submit the recommendations to the City Manager for final review and approval. All part-time and seasonal appointments shall be submitted by the Department Manager to Human Resources for review and approval. Supervisors and department managers are accountable for insuring that part-time, seasonal employees and student interns do not exceed the allowable and approved amount of hours in regards to their particular designation and those governed by the Fair Labor Standards Act (FLSA).

a. Probationary Appointment

This appointment represents the first six months of a non-Public Safety full-time regular job appointment whether resulting from an initial hire, a promotion, a demotion or a transfer. A probationary appointment for all full-time regular Public Safety (sworn and non-sworn personnel) represents the first twelve months of a full-time regular job appointment whether resulting from an initial hire, a promotion, a demotion or a transfer. Any employee serving a probationary period resulting from a new hire or change from part-time or seasonal status to full-time regular status shall not be moved from probationary status to full-time regular status

until a full written evaluation has been performed and the Department Manager recommends the employee be released from probation. Recommendations should be forwarded to Human Resources for review and submitted to the City Manager for final approval.

A manager may recommend an employee be changed from probationary status to regular status in less than six months for non-Public Safety employees and in less than twelve months in the case of Public Safety employees for exemplary performance. The Department Manager must forward written justification along with the Personnel Action Form (PAF) to the Human Resources Department for review and submission to the City Manager for final approval. Only under specially approved circumstances will an employee be allowed to serve a probationary period of less than three months. The probationary period may be extended beyond the initial six or twelve month period for up to six additional months if the employee's performance has been marginal or if there are any other performance, attitude, ethics and/or code of conduct issues which warrant extending the probationary period. A written performance evaluation must accompany any probationary period extension and an additional written evaluation will be required at the end of the extended period. A manager may award a pay increase as part of the evaluation based on performance, but probationary employees are not eligible for a lump merit increase for the time they are on probation.

Extensions require the approval of the City Manager. Probationary periods and restrictions for a promotion or transfer may be modified and/or waived with approval by the City Manager. During the probationary period, any probationary employee may be terminated by the City Manager at any time with or without cause and without progressive discipline.

All newly hired full-time probationary or promotional probation status employees are to be paid at no more than the new hire pay maximum determined as 65% of the pay grade range unless an exception is authorized by the City Manager. The City Manager may grant exceptions and allow appointments above the new hire maximum for such factors as a high level of experience and training or because the demands of the employment market affecting the position being recruited require a higher than new hire maximum pay rate.

b. Full-Time Regular Appointment

A full-time regular non-exempt employee is expected to work a 40 hour work week. Full-time regular exempt employees are expected to work whatever hours are necessary to accomplish the job duties and standards of their exempt position without the availability of overtime or administrative leave. All full-time regular employees must work no less than an average of 32 hours per week during the course of any month to qualify for full-time regular status and therefore remain eligible for the City's core benefits. (See the [Employee Benefits Manual](#), the [employee portal](#) or contact Human Resources for benefit details).

A full-time regular status appointment indicates that an employee has successfully completed his/her probationary period and will fill a budgeted position pursuant to [U.C.A. Section §10-3-1105, as amended](#).

c. Promotional Probation Appointment

An employee who receives a promotion will normally serve a probationary period of the same duration as if the promotion were a full-time regular appointment. See guidelines for probationary appointments in section **2.2.a. Probationary Appointment**. The City Manager may approve a probationary period that is shorter in length than that of a full-time regular probationary appointment. Employees on Promotional Probation may use vacation time.

d. Acting Appointment

The City Manager may fill any vacancy with an acting appointee who may serve until another employee assumes the position's duties. An acting appointee who serves for more than 30 consecutive days shall receive compensation at no less than the minimum of the salary range for that position during the acting appointment.

e. Part-Time Appointment

A part-time appointment indicates an employee who may work between one and 1500 hours per year (28.8 hours per week average) over a 12-month period. Part-time appointments may be for a defined period of time or specific to project work, but may also be for an indefinite period of time. Part-time employees with multiple appointments in the City may not work more than 1500 hours total per 12-month period for all positions held. Employees and managers are expected to monitor time worked to maintain totals below allowable averages.

Part-time employees are hired as "Variable Hour Employees" as defined by [IRS Notice 2012-58](#): An employee is a variable hour employee if, based on the facts and circumstances at the date the employee begins providing services to the employer (the start date), it cannot be determined that the employee is reasonably expected to work on average at least 30 hours per week over a 12 month period.

Under limited circumstances, should part-time employee hour averages rise to 30 hours per week ~~over the City's Standard Measurement Period or an employee's Initial Measurement Period~~, they may become eligible for medical benefits if they meet one of the following criteria:

1. From June 1 through May 31 (the City's Standard "Measurement Period") if an employee worked an average of at least 30 hours a week for the City during entire 12 month period. Medical Insurance eligibility would extend for a 12 month period and become effective July 1. **OR**
2. During the 12 month period beginning on the first of the month following an employee's hire date (the employee's new hire "Initial Measurement Period") if an employee worked an average of at least 30 hours a week for the City. Medical Insurance eligibility would extend for a 12 month period and become effective the first of the month

Comment [BW2]: Repetitive. Same info repeated below.

following eligibility.

Part-time positions are not eligible for core benefits other than those required by law such as Social Security, workers' compensation insurance, unemployment insurance, and Medicare. Part-time employees who gain eligibility to Medical Insurance are not eligible for other core benefits.

Part-time employees may be eligible for certain fringe benefits (See the [Employee Benefits Manual](#), the employee portal [Benefits Guide](#), or contact Human Resources for details).

f. [Seasonal Appointment](#)

A seasonal appointment is an appointment to a position which is open during a specific season defined at the time of hire such as parks maintenance crews, golf employees, seasonal recreation program staff members, snow removal crews, etc. Seasonal positions involve labor performed on a seasonal basis where, ordinarily, the employment pertains to or is of the kind exclusively performed at certain seasons or period of the year and which, from its nature, may not be continuous or carried on throughout the year. Seasonal employees may work full-time or part-time hours. Seasonal employees may not work past seasonal declared end date without HR permission.

Seasonal employees are hired as "Variable Hour Employees" as defined by IRS Notice 2012-58: An employee is a variable hour employee if, based on the facts and circumstances at the date the employee begins providing services to the employer (the start date), it cannot be determined that the employee is reasonably expected to work on average at least 30 hours per week over a 12 month period.

Under limited circumstances (such as appointment to two separate seasonal positions during the winter then summer season), should seasonal employee hour averages rise to 30 hours per week ~~over the City's Standard Measurement Period or an employee's Initial Measurement Period~~, they may become eligible for medical benefits if they meet one of the following criteria:

1. From June 1 through May 31 (the City's Standard "Measurement Period") if an employee worked an average of at least 30 hours a week for the City during entire 12 month period. Medical Insurance eligibility would extend for a 12 month period and become effective July 1. **OR**
2. During the 12 month period beginning on the first of the month following an employee's hire date (the employee's new hire "Initial Measurement Period") if an employee worked an average of at least 30 hours a week for the City. Medical Insurance eligibility would extend for a 12 month period and become effective the first of the month following eligibility.

Seasonal positions are not eligible for core benefits other than those required by law such as Social Security, Workers' Compensation Insurance, Unemployment Insurance and Medicare.

Seasonal employees who gain eligibility to Medical Insurance are not eligible for other core benefits. Seasonal employees may be eligible for certain fringe benefits (See the [Employee Benefits Manual](#), the [employee portal](#) or contact Human Resources for details).

g. Special Employment Agreement

Special employment agreements are used for those employees who are appointed by the City Manager upon terms set forth in a written employment agreement signed by the employee, approved as to form by the Legal Department and signed by the City Manager. Employees under Special Employment Agreements are (1) employed to carry out special projects with a specific end date and/or (2) the scope and nature of the work requires expertise not otherwise available.

h. Volunteers

Departments utilizing the services of volunteers should refer to the Park City Municipal Corporation Administrative Policy on Volunteers and contact Human Resources prior to the recruitment of any volunteers. For volunteers less than 18 years of age, [tasks must be appropriate for the age group](#). See section [2.9 Child Labor Underage Workers](#).

i. Community Service

Department utilizing the services of community service workers should refer to the Park City Municipal Corporation Administrative Policy on Volunteers and contact Human Resources prior to use of community service workers.

j. Student Intern

A student intern appointment indicates an employee who may work between one and 40 hours per week for the temporary period they are actively enrolled and attending an accredited College and/or University and may not work more than 1500 hours total per 12-month period. Student interns are positions which are not eligible for core benefits other than those required by law such as Social Security, Workers' Compensation Insurance, Unemployment Insurance, and Medicare. Student interns may be eligible for certain fringe benefits (See the [Employee Benefits Manual](#), the [employee portal](#) or contact Human Resources for details).

2.3 Rehire Policy

The City will consider all qualified applicants for employment with Park City Municipal Corporation. If an employee leaves the City and reapplies at a later date, the City will consider the employee's qualifications for the job and his/her prior work performance record with Park City Municipal Corporation.

It is the policy of the City not to rehire those employees who have been terminated for cause. Also, those who quit without giving the appropriate amount of written notice as specified may not be eligible for rehire.

A request for review may be made to the Human Resources Manager by any supervisor or manager interested in a former employee who has been terminated for cause or who gave insufficient notice upon resignation. Exceptions to this policy may be made by the City Manager.

The written request must show supportable evidence of the following:

1. Why the rehire would be in the best interest of Park City Municipal Corporation;
2. Conditions surrounding the original separation;
3. Why no one else suitable for the position can be transferred or recruited and what assets/qualifications the applicant possesses that outweigh those of other qualified applicants.

Inactive employees who re-apply for other positions available city-wide will have their prior work performance and attendance records reviewed before re-hire in accordance with hiring qualifications.

2.4 “Fitness for Duty” Medical Examinations

The City may require that any applicant complete a “fitness for duty” medical examination or functional analysis testing to determine whether or not an applicant can perform essential job functions with or without reasonable accommodation. Medical examinations are conducted at the conclusion of the hiring process and after the conditional job offer, but prior to the actual start date. Certain positions may also require a medical examination as part of state or federal regulations. City-requested medical examinations will be conducted at the City’s expense.

The City may require any employee to complete a “fitness for duty” examination, employer EAP referral, or functional analysis testing if it believes an employee may not be physically or emotionally able to perform essential job functions or if necessary to determine whether an employee performing a physically demanding job continues to be fit for duty. The City may also require a “fitness for duty” examination after an employee returns from any extended leave including but not limited to short-term disability, long-term disability and return to work from personal or professional trauma, limited or light duty. City required examinations will be conducted by a provider of the City’s choice or approval and at the City’s expense.

2.5 Pre-Employment Drug Testing

The City has a responsibility to employees to make a reasonable effort to provide a safe work place and a responsibility to the public to make a reasonable effort to promote public safety. Therefore, applicants for certain positions may be required to submit and pass a drug screening test as a condition of employment (See section [5.11 Use of Drugs and Alcohol](#)).

2.6 Federally Required Drug Testing

The City is required to test certain employees for drugs pursuant to federal regulations. Such testing will take precedence over related provisions in this manual.

2.7 Background Checks and Credit Checks

The City believes in promoting a safe environment for our customers and employees. In many instances, background and/or credit checks serve as an important part of the selection process. All background screens will be conducted in compliance with the Fair Credit Reporting Act ("FCRA") and any other applicable laws. Background checks are performed to obtain information necessary to ensure the protection of people, physical property, proprietary information and assets.

Background and/or credit checks will be conducted on all job applicants applying for previously identified positions. These positions have been pre-determined for positions who may work with proprietary information, security, financial responsibilities, confidential or sensitive information, or as otherwise determined pursuant to a legitimate business need. The background screen will only be used for evaluating the applicant for employment; it will not be used to discriminate on the basis of race, color, national origin, religion, sex, disability, age, sexual orientation, gender identity, or any other protected characteristic under state or local law.

Park City Municipal reserves the right to conduct a criminal background check for a current employee if circumstances indicate criminal activity by this employee may have occurred.

Background checks for public safety positions are performed in house by public safety personnel, and follow a separate procedure. Please see the public safety policy manual for further details.

a. Pre-Employment Background Checks

The City shall not exclude an applicant from an initial interview because of a past criminal conviction. An applicant shall not be required to disclose a criminal conviction on an employment application, before an initial interview, or if no interview is conducted, before making a conditional offer of employment. This shall in no way prevent the City from asking an applicant for information about their criminal conviction history during an initial interview or after an initial interview, or considering an applicant's conviction history when making a hiring decision.

A third-party agency will be used to conduct the background checks, and may also verify the accuracy of the information provided by the applicant during the selection process. Information collected by the agency may include criminal history, past employment, education, character, finances and reputation.

The City will ensure that all background checks are conducted in compliance with all applicable federal and state statutes, such as the Fair Credit Reporting Act and the Americans with Disabilities Act. The information that can be collected from previous employers and other sources will be limited to that which is job-related and pertains to the quality and quantity of work performed by the applicant and to the applicant's attendance record, education and other lawful, work-related inquiries. The human resources department along with appropriate management personnel will be primarily responsible for the background check process.

The City may check criminal arrest and conviction records as part of the background check. In accord with the Equal Employment Opportunity Commission's current interpretation of Title VII of the Civil Rights Act of 1964, this information cannot be used as a basis for denying employment, unless it is determined to be job-related and consistent with business necessity.

An arrest or conviction does not necessarily constitute disqualification. The City will consider the following factors: 1) the nature and gravity of the offense or conduct; 2) the time that has passed since the offense, conduct, and/or completion of the sentence; and 3) the nature of the job sought. The City will inform the applicant before taking adverse action and advise the applicant of his or her rights to dispute inaccurate information. If an applicant with a pending criminal case is hired, his or her continued employment will be reviewed upon disposition of the case. Applicants who refuse to consent to a criminal background screening are not eligible for employment.

b. Pre-Employment Credit Checks

Credit reports may collect credit information on applicants consistent with the guidelines set forth by the federal Fair Credit Reporting Act (FCRA). The FCRA requires organizations to obtain a candidate's written authorization before obtaining a credit report. The City will also disclose to the applicant or employee, on a separate form, its plans to obtain a consumer or investigative consumer report and that the information received will be used solely for employment purposes and be seen by only those who require the information to make an informed hiring choice. The City will also provide the individual with a summary of his or her rights under the FCRA.

Applicants may request additional information on the nature of the report and the means through which such information may be obtained such as information about the individual's character, general reputation and personal characteristics. If the results of the credit check are unfavorable, the City will inform the applicant before taking adverse action based on the results, provide the applicant with a Statement of Consumer Rights from the Federal Trade Commission, offer the applicant the opportunity to review a copy of the credit report, and advise the applicant of his or her rights to dispute inaccurate information. Applicants will be granted five business days to dispute the information.

c. Employee Arrests, Pleas and Convictions

If a current employee is arrested, makes a plea of guilty or no contest, or is convicted of a crime, they must inform the HR Department of the City within 5 working days. Employees who are arrested are responsible to provide a copy of the police report (and any other associated documentation concerning the arrest and charges) within 24 hours of the information being available. Noncompliance with the above-stated requirements or misrepresentation of the circumstances of the arrest can serve as grounds for disciplinary action up to and including termination.

Pursuant to an arrest and upon receipt of the police report and associated documentation, the City will consider the following factors: 1) the nature and gravity of the offense or conduct; 2) the time that has passed since the offense, conduct, and/or completion of the sentence; and 3) the nature of the job held. The City will inform the employee before taking adverse action and advise the employee of his or her rights to dispute inaccurate information. Pending prosecution, the employee may be subject to disciplinary action up to and including termination.

d. Confidentiality

Information obtained from the background check process will be shared only when necessary, and only with those involved directly in a final decision which may include a direct supervisor, manager and/or City Manager. Outside of information which may impact a hiring or disciplinary decision, results will be kept strictly confidential. Only appropriate human resource personnel will have access to this information. No information from background and/or credit checks will be stored in the employee's personnel file. Rather, it will be maintained in a separate location and will not be accessible for managers. The City complies with all federal and state laws regarding the collection, storing and disposal of information, such as the Fair and Accurate Credit Transactions Act (FACTA).

2.8 Hiring Relatives & Dating

Any qualified applicant who applies for a position with Park City Municipal Corporation will be considered for employment. The City reserves the right not to hire an applicant who is or may become related to a current employee. The City also reserves the right not to promote or transfer an employee who is or may become related to a current employee.

No member of an employee's immediate family shall be under the direct or indirect supervision of a said employee unless a specific exception has been granted by the City Manager prior to appointment and/or hire. Such requests for exceptions to the City Manager are generally disfavored. The immediate family shall include mother, father, brothers, sisters, aunts, uncles, grandparents, stepparents, children, wife, husband, mother-in-law, father-in-law, sisters-in-law, brothers-in-law, son-in-law, daughter-in-law, stepchildren, grandchildren, and domestic partners.

The City does not permit romantic relationships or dating between supervisors and subordinates. For purposes of this policy, a supervisor includes any supervisor within the same line of authority as the subordinate or any person charged with evaluating the subordinate. If such a relationship develops, the supervisor involved is responsible to immediately disclose the existence of the relationship in writing to his/her supervisor. It is within City's sole discretion that one or both of the persons involved may be transferred or given a different assignment.

2.9 Child Labor Underage Workers

The Fair Labor Standards Act (FLSA), as amended, permits the employment of under- age workers with restrictions. Under-age workers are defined to be any persons between the ages of 14-17. The City does not permit the employment of workers less than 14 years of age.

14-15 year-old restrictions:

- Work must take place during non-school hours;
- No more than 3 hours of work is permitted on a school day;
- No more than 18 hours of work is permitted in a school week;
- No more than 8 hours of work is permitted on a non-school day;
- No more than 40 hours on a non-school week;
- Work must take place between the hours of 7 a.m. and 7 p.m. (except from June 1 through Labor Day, when possible evening hours are extended to 9 p.m.);
- No hazardous work is permitted including transportation, public utilities, or operating power-driven machinery;
- Prohibited from driving in connection with their employment

16-17 year-old restrictions:

- No hazardous work is permitted including transportation, public utilities, or operating power-driven machinery;

- Prohibited from driving in connection with their employment

Minors, under the age of 18, are entitled to a meal period of at least 30 minutes not later than five hours from the beginning of their shift. A rest break is required for minors of at least 10 minutes for every three hour period or part thereof that is worked. The City also requires a signed note from the parents or legal guardian of any individual less than 16 years of age acknowledging and approving work duties to be submitted with any new hire paperwork.

Section Three (3) **CHANGE IN EMPLOYMENT STATUS**

3.1 Transfer

A transfer is the appointment of an employee to a new position. Employees who are transferred are subject to a probationary period. See section [2.2a. Probationary Appointment](#) for details.

When a job vacancy is announced, any City employee may apply to transfer to the position. All qualified applicants will be considered although no City employee is ensured of selection. If the employee successfully applies for transfer during his/her original probationary period, the employee shall undergo a new and separate probationary period in the position to which he/she is transferred. Any proposed changes in pay must be effective the first day of a City established pay period.

The City reserves the right to transfer its employees, either permanently or temporarily, from one job to another or one department to another, according to need. If employees refuse to be transferred and/or the City determines in its sole discretion that there is not work for them in their current positions they may be subject to a reduction in force.

Certain transfers are subject to appeal as described in section [6.3 ETDAAH Appeal Rights and Procedures](#) in this manual.

3.2 Promotions

Promotion is the appointment of an employee to a position in a higher classification and/or salary range.

Insofar as it is consistent with the best interest of the City, promotional opportunities within the City's service shall be encouraged. However, vacancies may be advertised outside the City and promotional examinations or tests may be required.

When an employee is promoted to a higher position classification, the employee shall be eligible for an increase in pay within the pay range of the higher position classification. The exact percentage of the increase shall be recommended by the Department Manager, reviewed by the Human Resources Manager and submitted to the City Manager for final approval. The employee's new pay rate should be within the range for the pay grade assigned to that position. Employees who are promoted to a new position are subject to a probationary period. See section [2.2a. Probationary Appointment](#) for details.

In the case of part-time or seasonal employees, personnel action forms should be forwarded to the Human Resources Manager as the City Manager's designee for review and approval. The employee's new pay rate must be within the range of the pay grade assigned to that position.

3.3 Transfers for Disciplinary Reasons (Demotion)

Employees transferred for disciplinary reasons to a position in a lower salary/grade range will be paid at the lower rate when they begin the new job unless otherwise approved by the City Manager. A transfer for disciplinary reasons (demotion) shall be recommended by the Department Manager, reviewed by the Human Resources Manager and submitted to the City Manager for final approval.

A change in job title that does not affect the pay and classification of the employee shall not be considered a demotion. Certain demotions are subject to appeal as described in section [6.3 Employee Transfer & Discharge Appeal Rights and Procedures](#) of this manual.

When an employee is placed into a lower grade resulting from inability to perform assigned work, the employee's pay will be adjusted to a rate no greater than the working level of the lower grade.

3.4 Department Reorganization

When an existing position is vacated or proposed for elimination from an existing department or when requirements, duties and job descriptions of a department have dramatically changed, a reorganization or department restructure may be proposed to the City Manager for consideration. The department must mitigate all potential impacts to internal and external customers caused by the reorganization or department restructure.

In cases where it is determined the reorganization or department restructure will eliminate or significantly change job descriptions, the Pay Plan Technical Committee will review the new job descriptions, conduct a market analysis using the latest available payroll benchmarks. If an appropriate benchmark is not available, the Technical Committee shall forward the reorganization information on those positions that do not have benchmarks available to the acting Pay Plan Committee for internal equity review. A final recommendation shall then be forwarded to the City Manager as to where the recommended job descriptions should be placed in the pay plan. See [Administrative policy - Salary Adjustments Outside of Adopted Pay Plan](#). Reorganization or department restructure could result in an employee change in employment status (see [Section 3 Change in Employment Status](#)).

The department requesting the reorganization or department restructure must submit a proposal to the City Manager that includes a demonstrated need for the reorganization or department restructure, new organizational chart, potential costs or savings and changes in job descriptions for review.

The City Manager may review and approve, deny, or revise the request. The City Manager may initiate department reorganization or restructure at any time deemed necessary.

Requests for the elimination of an entire department or combination of two or more departments must be submitted to the City Manager and Legal department to determine

whether the Municipal Code requires additional Council approval.

3.5 Resignation & Discharge

To resign in good standing, exempt and non-exempt employees must give the City Manager two calendar weeks' prior notice with the exception of the Management Team who must give the City Manager four calendar weeks prior notice. The department manager or supervisor shall submit the resignation to the Human Resources Director. The Human Resources Director will forward the resignation to the City Manager.

Employees may not use any paid time (i.e. vacation, funeral, sick, etc.) hours other than holiday pay in lieu of straight time hours during their final two or four week notice period.

Failure to comply with this rule shall be entered into the personnel file of the employee and may be cause for denial of future employment with the City as well as any vacation or other benefits balance payouts (See section [4.23 Vacation Pay](#)).

The City Manager may discharge any employee of Park City Municipal Corporation at any time subject to [UCA Section § 10-3-1105\(1\)](#) as amended, and to appeal described in section 6 **Procedures for Employee Complaints, Discharge and Transfer Appeals**. See section [2.2 Appointments](#). A discharge may be cause for denial of future employment with the City, as well as ineligibility of vacation balances (See section [4.23 Vacation Pay](#)).

When responding to an employment referral based on time worked at the City, employees should seek counsel with HR before responding. When post-employment or current employment referrals are received directly by HR, they will provide only basic information regarding employment for Park City Municipal, including job title, dates of employment, and salary.

3.6 Phased Out Retirement

The City participates in the Utah Retirement Systems (URS) Phased retirement option. Should an employee wish to request this option, they must submit a request in writing to the City Manager. Phased out retirement will only be approved when continued employment is deemed necessary to successful City operations and when there are sufficient funds available to cover costs.

To be eligible for consideration of this phased out retirement program, employees must currently meet the following criteria:

- Full Time Regular status
- Worked in a URS eligible position for the City for 4 years or more
- Currently eligible for retirement in the Utah Retirement System
- Must claim a retirement date with URS and the City
- Does not work for another employer participating in the URS system

If the request for a phased out retirement is approved, employee cannot work more than 20

hours per week following the claimed retirement date. The employee will also no longer be eligible for benefits, and will become a part time status employee with the City. In addition, employees may not work in this “phased out” state for longer than 5 years.

3.7 Reduction in Force

The City Manager may discharge any employee at any time in accordance with implementation of a Reduction In Force strategy as part of a reorganization or as provided in the City Budget Recession/Revenue Shortfall Plan, after consultation with the Legal Department.

3.8 Final Paycheck

All City property must be returned to the department manager or supervisor prior to release of the final paycheck. If an employee is involuntarily terminated, wages will be paid within one business day of termination. Final wages for employees who voluntarily resign will be paid on the next scheduled pay date.

3.9 Separation Agreement

If in the sole discretion of the City Manager a separation agreement is warranted which may or may not include compensation or other consideration, it will be negotiated on a case-by-case basis. Such an agreement in excess of six months’ salary, not including other compensation/benefits, requires the approval of the City Council, unless the agreement is pursuant to a Court order. Any educational assistance, bonuses, or other benefits received by the employee within the last 12 months prior to separation will be taken into consideration.

Section Four (4)

EMPLOYEE PAY AND WORK PRACTICES

4.1 Classification & Pay: Plan and Administration

The employee pay and position classification plan contains a list of grades and positions supported by written job descriptions detailing duties and responsibilities of each position and the qualifications necessary for appointment to a position. The classification system is not static and is not intended to fix positions permanently into grades. Instead, the system is periodically reviewed in order to adapt to changing conditions.

Park City Municipal Corporation operates within the guidelines of an established Pay Plan. The pay plan attempts to insure the uniform and equitable application of pay with due regard to the duties, responsibilities, most current available market data and requisite qualifications of each position classification. The City believes rewarding performance and not longevity is an equitable way of compensating employees for their contributions to the organization. All pay plan recommendations and individual employee salary increases or lump merit eligibility are subject to budget constraints and/or revenue availability and may be altered or rescinded by the City Manager at any time. See the [Classification & Pay Plan Manual](#) for details.

4.2 Employee Pay

City policy and practice comply with all laws, both State and Federal. In the event of an inadvertent or improper pay deduction, affected employees are requested to bring the situation to the attention of the Payroll Coordinator immediately. The City will review the situation thoroughly and make any corrections to an employee's pay deemed necessary. Questions or concerns about the City's policy should also be directed to the Human Resources Department.

Overpayment of wages or benefits will be deducted from upcoming employee's pay checks. Depending on the size of the overpayment of wages or benefits, a re-payment schedule and timeline may be approved by the Finance Manager.

4.3 Work Week & Pay Periods

Park City Municipal Corporation operates its payroll system on a biweekly time period. The biweekly pay period is defined as the two-week period commencing at 12:01 a.m. Sunday and running to 12:00 midnight Saturday of the following week, running concurrently with the two-week period used to compute payroll. The standard work week for all non-public safety personnel at Park City Municipal Corporation begins on Sunday and ends Saturday of the same week. The standard work week for all ~~public sworn Police Officers~~ safety personnel is defined by the biweekly pay period of 80 hours. Time must be approved by employees by 10:00am on the Monday following the end of the pay period and approved by Managers by noon. The typical work week for full-time regular employees is 40 hours per week, with the exception of public safety personnel which is the biweekly pay period of 80 hours. Departments may

supplement less than 40 hours with the employee's Vacation balance if work was provided but declined.

Employees are paid every other Friday for the proceeding pay period. Park City does not offer live paychecks. Employees are required to sign up for direct deposit or a City pay card. More information is available in the Finance Department.

4.4 Break Time and Lunch Period

Policies covering break time and lunch periods vary by department. Employees should contact their Department Manager or the Human Resources Department. For lunch and break period requirements for employees less than 18 years of age, see section [2.9 Child Labor Underage Worker](#).

For break time requirements for nursing mothers, see section [4.18.a. Medical Maternity Leave](#).

4.5 Time Keeping

Any non-exempt employee who works during a biweekly pay period is required to check in to work by an approved time-keeping method. This may include check in via a physical time clock, phone app, or computer check in. Employees are accountable for using the time keeping method approved by their supervisor, team or department. Employees are not permitted to save up hours worked and report them on a payroll other than the one coinciding with actual days worked. Employees who submit their time late on Monday following the end of the pay period may not be paid until the following pay period. Violation of time keeping policies or falsification of time reported may result in disciplinary action up to and including termination.

Time must be verified by the employee and approved by a supervisor and/or team member before forwarding to payroll for processing. Employees are compensated in quarter hour increments only. An employee may clock in or out at any time, other than their initial start time, and punches will be rounded to the nearest quarter hour. Employees with schedules established in the timekeeping system may punch in up to 15 minutes (referred to as a "grace period") prior to their scheduled starting time, but will not be compensated until their shift begins as scheduled. Employees with no schedules established may punch in up to 7 minutes prior to their scheduled starting time, but will not be compensated until their shift begins as scheduled. Employees punching in later than their approved start time and/or taking longer or shorter than their approved lunch period may be subject to disciplinary action up to and including termination. Employees are expected to be "clocked in" and ready to work, at their work place by the time their shift starts.

Non-exempt employees are required to clock in or out using their department's approved time keeping method at the beginning and end of each shift and during unpaid meal breaks. Employees who fail to appropriately check in or out of work must have the hours for that day verified according to their supervisor's or department's policy and have appropriate corrections made in the timekeeping system by an immediate supervisor. Per the Fair Labor

Standards Act (FLSA), non-exempt employees may not perform their job functions without payment. This includes checking email on a cell phone and/or texting others about work topics that would typically be compensated. Failure to comply with this law may result in discipline up to and including termination.

Exempt employees who use any time other than Straight Time hours must indicate such use on their timecard during the pay period in which the hours were used. This includes but is not limited to Sick Leave, Sick Leave FMLA, Sick Leave Family, Sick Leave Family FMLA, Vacation, Lump Merit Leave, Floating Holiday, Funeral Leave, Jury Duty Leave, Maternity Leave, Paternity Leave, and approved Administrative Leave. Actual hours of straight or “worked” time may vary from numbers pre-programmed in timekeeping software. Pre-programmed totals are for accounting purposes only, and must be updated to include time other than Straight Time. Exempt employees must approve time records before their submittal to payroll.

Falsification of time clock entries no matter what method used, or allowing any employee to punch in or out for another employee is prohibited and can result in immediate and severe disciplinary action, up to and including termination. Should any discrepancy occur in a time clock entry, employees should contact their supervisor immediately. Any team member or supervisor who signs another employee’s timesheet is accountable for the verification and accuracy of the time declared.

Paid or unpaid administrative leave for all employees, exempt and non-exempt, must be pre-approved by the City Manager.

Qualified Sick Leave, Maternity Leave, Paternity Leave, Sick Leave Family and Workers’ Compensation Leave may also be considered Family Medical Leave and deducted from the 12 weeks of FMLA available to all qualified employees, exempt & non-exempt, each pay period. See section [4.19 Family Medical Leave](#).

4.6 Overtime

For non-exempt and non- public safety employees, overtime is time in excess of a 40-hour work week. For non-exempt public safety employees, overtime is defined as those hours worked in excess of 80 hours during the biweekly pay period.

Hours actually worked (Straight Time) and actual on-call hours worked (On Call Pay) will be used for the purpose of calculating overtime. All other leave hours including Sick Leave, Sick Leave FMLA, Sick Leave Family, Sick Leave Family FMLA, Holiday Pay, Vacation, Floating Holiday, Funeral Leave, Jury Duty Leave, and Release Time are not used for calculating overtime hours. Administrative Leave is never used in the calculation of overtime.

An employee must obtain his/her supervisor’s approval for overtime hours prior to working overtime hours. Each department has general rules relating to overtime. Employees should consult their supervisor or department manager for clarification on department specific practices. All hourly employees without overtime approval from their supervisor are required

to conclude their day's work at the established quitting time. Any non-exempt employee must obtain his/her supervisor's approval to conduct City-business while off- duty. This includes but is not limited to answering or sending phone calls and emails for City-business while off-the-clock.

4.7 Garnishments & Wage Attachments

Occasionally the City will be served with a Garnishment Writ of Execution or wage attachments against an employee's wages. The City is required by law to comply with properly served garnishments.

Garnishments create additional workload for City staff and therefore employees are urged to arrange promptly for the discharging of any amount of judgment against them. If the garnishment cannot be paid outright, it is suggested that an agreement to make periodic payments be arranged until the judgment is discharged. Alternatively, the employee should make arrangements for a loan to pay off the judgment.

4.8 Payroll Deductions

The law requires that certain deductions be withheld from an employee's paycheck. These include Social Security (FICA), Medicare, worker's compensation, federal and state taxes. These deductions are based on a schedule provided by the government and bear a direct relationship to the exemptions the employee claims and the employee's earnings. Additional deductions will be withheld according to the contributory benefits elected by employees, such as insurance premiums, retirement, employee purchase plans, etc. Employee payroll check stubs detail all deductions.

4.9 Flex Schedules

Employees are required to work either an eight or ten-hour day that includes "core hours" defined by the department. Any department interested in allowing a modified flex schedule must have approval from the City Manager. Flex time schedules allow regular full-time exempt and non-exempt employees, with the approval of their supervisor and within certain limits, to set their starting and ending times for the workday. Managers must submit a flex plan and schedules including but not limited to recommendations, costs, benefits, and customer service impacts to the City Manager before scheduling begins. Offices and/or departments may not close between normal business hours due to flex schedules nor can customer service be diminished. Managers must submit flex schedules to HR annually in April of each year, as well as any time they are recommending changes to previously approved flex schedules.

The Human Resources Manager will compile and maintain a list of which departments and divisions are implementing or utilizing a flex schedule and present it to the City Manager annually. Flex schedules must comply with the Fair Labor Standards Act (FLSA) and the City's policy on overtime and work week designation as defined in section [4.6 Overtime](#). Flex

schedules may be modified or rescinded at any time by the department manager or City Manager.

4.10 Telecommuting

The City confirms its commitment to assisting employees in developing a work-life balance by supporting the use of telecommuting, when it is reasonable and practical to do so and when operational needs will not be adversely affected. It can also reduce absenteeism in certain situations and improve productivity. Telecommuting allows an employee to work from home all, or part of, their regular workweek.

Telecommuting is not intended to permit employees to have time to work at other jobs or run their own businesses. It is not an entitlement or a City wide benefit, and can be altered or terminated at any time with or without notice, pursuant to City needs.

Please refer to the Administrative Policies found on the Employee Portal (ep.parkcity.org) or contact the Human Resources Department for information and direction on Telecommuting.

4.11 Absences & Tardiness

Employees are expected to report to work on time. Tardiness is expensive, disrupts workflow, compromises customer service and will not be tolerated. Unauthorized or excessive absences or tardiness may result in disciplinary action up to and including termination. An absence is considered to be unauthorized if the employee has not followed proper notification procedures or the absence has not been properly approved. Unsatisfactory attendance may also have an adverse effect on any promotional opportunities.

If an employee is going to be late or absent for any reason, he/she shall contact his/her supervisor or their designee at least one hour prior to their regular starting time. It is the employee's responsibility to ensure that proper notification is given. Leaving voice mail messages is not considered proper notice unless authorized by department supervisor; asking another employee, friend or relative to give this notification is acceptable only under emergency circumstances.

Employees who know they will be absent on three or more consecutive work days are required to notify their supervisor in advance of their absence. Employees who are absent on consecutive work days as a result of day-to-day illnesses are required to notify their supervisor each day. Employees who take sick leave for three or more consecutive shifts are required to provide their supervisor or department manager with a doctor's note from a certified medical provider upon return to duty verifying their ability to return to work full duty. Supervisors should forward all doctors notes to Human Resources. Absences occurring around regularly scheduled days off are considered consecutive. For example, Thursday, Friday, Monday absences are considered three consecutive work days for those working a typical workweek.

Employees who exhibit a pattern of absences (three or more occurrences of two consecutive work day absences or more than 40 hours) in any three-month period may be required to furnish a doctor's note from a certified medical provider verifying each occurrence of illness until the employee's pattern of absences ceases.

Patterns of absences include but are not limited to Monday and Friday absences, absences prior to scheduled time off, holidays or sick leave taken on more than two consecutive scheduled work days in any month. This applies to both non-exempt and exempt employees.

Employees who are absent from work for three consecutive days without giving proper notice, communication or verification to a supervisor or manager will be considered to have voluntarily terminated his/her employment with the City. At that time, the termination will be formally noted in the employee's personnel file and the employee will be advised of the action by certified mail to the employee's last known address.

4.12 Salary Increase and Performance Evaluations

As part of the City budget process, the City Council will decide on the amount of funds appropriate for employee pay. Any recommended changes in pay levels must be effective the first day of an approved City pay period.

a. Position Reclassification Due to Pay Plan Review or Market Salary Adjustment

Council may approve an adjustment to pay plan grade levels. An employee whose current classification is moved to a higher pay grade will move into the new grade at their current wage or the minimum wage of the grade, whichever is greater.

b. Merit Increase to Employee Pay

All employees meeting expectations with no performance issues raised in the most recent evaluation will be eligible for an increase. Merit increases in pay must be effective concurrent with the annual performance review process effective July 1 of each year.

If an employee's salary is above the Top of Range rate for his/her position classification because the position was redlined due to employee transfer, etc. regardless of the reason, any increase will be calculated and treated as though the employee was at Top of Range.

Factors that will not affect eligibility for a merit pay increase are a department transfer within the same pay class or range or leave-without-pay for 30 or fewer calendar days.

c. Performance Reviews

Managers should assist in an employee's development to full potential, help overcome

performance deficiencies, and develop an employee's understanding of performance requirements.

Realistic rating of each employee's performance should be conducted, and result in appropriate recognition of differences in individual performance. Eligibility for salary increases within a specific job is based upon how well an employee performs during any given review period. It is therefore, essential that performance be formally reviewed and proper documentation is submitted to the Human Resources Department.

All written employee performance reviews, including self-evaluations and any actions resulting from the review shall become a part of the employee's permanent personnel file. Employees shall not be eligible for pay raises unless a written evaluation of the employee's performance is included with the pay raise request.

A performance review does not precipitate a salary adjustment. The program should not be construed as authorizing annual increases for employees. Annual performance reviews should be done whether or not the employee is being recommended for salary increase and/or lump merit. (See the [Performance Reviews Manual](#) for review process requirements and details).

d. Full-Time Regular Employee Reviews

Full-time regular employees will receive a performance evaluation for the review period of April 16 – April 15 . Performance evaluation pay and bonuses are effective July 1. Full-Time regular employees may be eligible for a lump merit of up to 7% annually. Lump Merits are subject to the following: completion of the review period, performance which exceeds expectations, budget constraints and revenue availability. The amount of the performance lump merit will not result in a permanent increase to salary for that position. The City will, however, make retirement contributions on performance lump merits (lump sum) consistent with contributions on base pay.

Each employee who meets the standard identified in the job description of his/her position in their performance review will be eligible to receive a percentage of salary increase until such time they reach working level. In addition, an employee exceeding his/her performance goals may receive a lump merit up to the annual percentage while an employee who has been performing at or below competency levels may receive no lump merit. Employees who consistently demonstrate excellence in job duties and standards may be eligible for pay increases beyond working level to the grade maximum.

Proposed pay raises and lump merits shall be recommended by the Department Manager and approved by the City Manager or, in the case of part-time employees, the Human Resources Manager as the City Manager's designee.

No time spent on leave-without-pay will count toward lump merit eligibility. If the employee is on leave-without-pay status for over 30 days, no time spent in leave-without-pay over 30 calendar days will count toward merit increase eligibility. The new effective service date will

be extended on a day-to-day basis with time taken for leave-without-pay calculated. Time considered as leave without pay includes Short-Term Disability (STD), unpaid Worker's Compensation Leave (WC), Long-Term Disability (LTD), Family Medical Leave (FMLA), Unpaid Leave and mandatory unpaid leave due to disciplinary actions.

[Managers of employees who are retiring from employment with the City may request a pro-rated lump merit based on time worked during the review period.](#)

For information on Part Time, Student Intern & Seasonal Employee Reviews, see section [4.13 Bonuses](#).

[e. Pay upon Promotion](#)

When a full-time regular status employee is promoted to a higher position classification, the employee shall be eligible for an increase in pay within the pay range of the higher position classification. The percentage of the increase shall be recommended by the Department Manager and submitted to the Human Resources Manager for review. Following review, the Human Resources Manager shall submit the recommendation to the City Manager for final approval. Only on special approval by the City Manager will an employee be allowed to immediately move to the working level of the pay range in which they are being promoted.

In the case of part-time or seasonal employees, personnel action forms should be forwarded to the Human Resources Manager as the City Manager's designee for review and approval. The employee's new pay rate must be within the range of the pay grade assigned to that position.

[4.13 Bonuses](#)

[a. Purpose](#)

The bonus program is designed to provide recognition for a specific incident that goes above and beyond an employee's normal job duties, as well as recognition for safety, accident record, and/or other on-the-job accomplishments and contributions. Gifts and gift cards purchased with City funds and given to employees are considered bonuses, and must be categorized and approved per the processes below.

[b. Bonus Categories](#)

[1. Instant Bonus](#)

Any employee may nominate another employee for an instant bonus to a maximum of \$100.00 with the Human Resources Manager's and the nominee's Manager's approval. Instant bonuses may be grossed up in the payroll system if the request for gross up is reflected on the Personnel Action Form (PAF).

[2. Cost Savings Bonus - Outside Normal Job Duties or Description](#)

Any employee may receive up to 10% of cost savings not to exceed \$3,000.00 that would be

realized in the first year following the implementation of an employee's cost savings idea. Any cost savings bonus requires prior written approval of the City Manager. Nominations must be in writing and forwarded to the Human Resources Department. The cost savings idea must be outside of an employee's normal job duties or job description. Cost savings bonuses may not be grossed up in the payroll system.

3. Merit Bonus

A merit bonus of up to \$400.00 may be recommended for a full-time regular exempt or non-exempt employee by his/her supervisor at any time throughout the year. Merit bonuses should be reserved for the most productive and estimable performances. They should be based upon the employee's contribution to a department or City essential project, completion of a specific project milestone, exceptional meritorious performance, and/or acknowledgement of efforts during particularly challenging work. Any meritorious bonus over \$100.00 must be approved by the City Manager. Projects or events that become ongoing will not be given a merit bonus beyond the year of implementation. Merit bonuses may be grossed up in the payroll system only with City Manager approval.

4. Part-Time and/or Seasonal Employee End-of-Season Bonus

A part-time and/or seasonal employee who is not eligible for performance or pro shop bonus programs may receive a bonus based on approved end-of-season time and shift requirements, safety, accident record, and/or other on-the-job accomplishments, contributions and specific department criteria. Each department with retention/end-of-season bonus programs must have the criteria by which the bonus is calculated approved by the City Manager and on file in Human Resources before any bonus is approved. All end-of-season bonuses over \$100.00 must be approved by the City Manager. End-of-season bonuses are funded by individual departments and should be budgeted accordingly. These bonuses may not be grossed up in the payroll system.

5. Part-time Employee Performance Bonus

Human Resources provide funding for part-time employee performance bonuses. A department manager who has staff that may be eligible for this bonus program must provide a list of positions and employees who may be eligible, and an estimate of the maximum amount of bonus for the employee in that position based on 4% of the annual hours worked at the employee's current rate of pay. To be eligible for a bonus, part-time employees must have completed at least one year of employment with the City.

Each department requesting part-time employee performance bonuses must have the criteria by which the bonus is calculated and the employees eligible approved by the City Manager and on file in Human Resources. All part-time non-benefitted employee performance bonuses over \$100.00 must be approved by the City Manager. These bonuses may not be grossed up in the payroll system.

6. Part-time and/or Seasonal Employee Pro Shop Bonus

Any employee who may be eligible to receive a bonus based on sales or pro shop revenue

calculations and is not eligible for any other end-of-season or performance bonus programs may receive a bonus based on sales or pro shop revenue generation. Pro Shop Bonuses are only offered to those part-time and/or seasonal employees that actually work in pro shops of certain City departments such as the PC MARC and the Golf Course. All Pro Shop Bonuses over \$100.00 must be approved by the City Manager. These bonuses may not be grossed up in the payroll system.

7. Perfect Attendance Bonus

To reward full-time regular, non-exempt employees who have been released from probation and who do not use Sick Leave, Sick Leave FMLA, Sick Leave Family, Sick Leave Family FMLA, Maternity, Paternity, disability or Workers' Compensation hours, the following incentive will be provided: For each quarter (Jan-Mar, Apr-Jun, Jul-Sep, Oct-Dec) of perfect attendance, full-time regular employees will receive a \$100 bonus. If the employee has perfect attendance for the entire calendar year, he/she will receive an additional \$200 at the end of the corresponding year. The bonuses will be paid within 30 days after the end of the quarter. Perfect attendance bonuses do not apply to employees on short- or long-term disability, or employees off work due to a Workers' Compensation related injury. Perfect Attendance Bonuses may be suspended at any time for any reason by the City Manager. Exempt employees are not eligible for this incentive.

c. Documentation and Procedure

Any department requesting performance, pro shop, or end-of-season bonuses for part-time employees must have the criteria by which the bonus is calculated, the employees' eligibility approved by the City Manager and on file in Human Resources.

A written memorandum articulating the specific reasons and/or employee eligibility must be submitted to Human Resources and approved by the City Manager prior to bonus recommendations. This documentation must be completed for each employee evaluated, and accompany a Personnel Action Form (PAF) with the appropriate approvals to the Human Resources Department for processing.

Part-time and/or seasonal employees are eligible for only one bonus. They are eligible for either a performance bonus, an end-of-season bonus, or a pro shop bonus. Full-time regular or employees under Special employment agreements are not eligible for end-of-season or pro shop bonuses.

4.14 Release Time

As part of the City's wellness program and with prior supervisory approval, eligible employees may be granted 30-60 minute periods, up to a maximum of 90 total minutes per week, to participate in an approved physical activity. Release time may only be granted during an employee's regularly scheduled work hours, at the beginning or end of their work shift or in conjunction with their lunch hour (provided the lunch break is not taken at the end or

beginning of the shift). This benefit is not to be used as commute time, or as an option to leave work early to then exercise at a later time, but is to be used for physical activity during an employee's regular working hours. During busy seasons or otherwise busy times, Release Time may not be available for use depending on Manager's discretion.

Release time is considered "non-productive" time, and is not included in overtime calculations. Employees may not use Release Time to exceed 40 hours in a workweek without manager's approval. This benefit cannot be used in conjunction with other paid benefit time such as vacation, sick leave, family sick leave, etc. within the same workday. Release Time must be pre-approved by supervisors at any time depending on department needs. This time will be recorded as Release Time on timesheets.

4.15 On-Call Pay

On-call employees shall receive \$18.00 per day and if called out, a two-minimum of two hours pay minimum pay per call out. Except for emergencies when phone conversations are necessary, travel time to and from work is considered non-productive time and therefore is not paid. On-call employees may be provided with a City vehicle which shall be used only by the employee for on-call emergencies.

On-call employees shall strictly adhere to all City policies and procedures and in particular section 5.11 Use of Drugs and Alcohol of this manual. On-call employees shall not drive City vehicles or perform on-call emergency services while under the influence of drugs (legal or illegal) or alcohol.

This on-call policy does not apply to Police Officers (except detectives) or exempt employees.

4.16 Sick Leave & Sick Leave FMLA

Sick leave is leave with pay granted to a full-time regular employee who is suffering from an illness or a disability which prevents him/her from performing his/her usual duties and responsibilities. If an employee is sick, he/she will be paid at his/her regular pay rate for work hours missed due to the illness up to 120 hours per illness or occurrence, and no more than a total of 140 hours per calendar year.

When an employee is absent due to illness, doctor's appointment, or dental appointment, the time will be recorded as Sick Leave on time sheets. Employees taking three or more consecutive work days as leave will be required to provide documentation of illness or medical necessity from a physician upon return to work to their supervisor, team or the Human Resources department. Supervisors or teams receiving sick leave notes from employees should forward them to the Human Resources department immediately. It is the responsibility of the supervisor or team to monitor the amount of sick time being used and deal with abusers through the formal disciplinary procedures as provided in section 5.14 Disciplinary Procedures. Employees with consistent patterns of absences, whether on paid or unpaid leave status, may be subject to disciplinary action up to and including termination. Consistent

patterns of absences may include Monday and Friday absences, absences prior to scheduled time off, holidays or consistent sick leave or consistent sick leave taken in any month or over a period of several months. This applies to both non-exempt and exempt status employees.

All non-emergency, medically necessary surgeries or procedures requiring leave beyond 21 consecutive days must be approved in advance. The request must be accompanied by a physician's note which must specify medical necessity, prognosis, probable return to work date and fitness for duty status. At the end of 21 consecutive days due to the employee's illness, employees will be placed on Short-Term Disability status and may opt to supplement his/her pay with a vacation payout. See section [4.23 Vacation Pay](#). No more than a maximum of 120 hours of Sick Leave may be used either consecutively or non-consecutively by an employee for the same occurrence of illness or medical condition.

Employees returning to work with work restrictions must adhere to sections [3.2 Return to Work from Medical Leave](#) & [4.21 Light Duty](#) policies. Employees may not substitute Vacation hours to supplement or to receive perfect attendance bonuses, or for any other reason.

Sick Leave used by employees considered to have a serious medical condition will also be counted toward the 12 weeks of eligibility for Family Medical Leave and time will be recorded as Sick Leave FMLA on time sheets. See section [4.19 Family Medical Leave](#). Sick leave and perfect attendance bonuses are part of the City's core benefits package.

Upon resignation, employees may not use any sick leave hours within the last 2 weeks (or for Management Team, 4 weeks) of their notice. See section [3.5 Resignations & Discharges](#).

[4.17 Sick Leave Family & Sick Leave Family FMLA](#)

Sick Leave Family is paid leave granted to eligible employees due to an illness in his/her immediate family which requires the presence of the employee as primary care giver. For the purpose of this policy, immediate family is defined as dependents, children, spouse, parents, domestic partner and legal guardian. Employees taking more than three consecutive days for qualified family illness will be required to provide documentation of illness or medical necessity from a physician upon return to work.

Employees are allowed a maximum of 120 Sick Leave Family hours per ~~12-month period~~[calendar year](#). ~~The 12-month period of leave is considered as a rolling 12-month period, which is measured backward from the date the leave is used.~~

After 120 hours of Sick Leave Family due to the same occurrence of illness or medical condition of a member of the employee's immediate family, where an employee is designated by a medical provider or physician as the primary care giver, an employee may be allowed additional unpaid leave as designated and regulated by the Family Medical Leave Act (FMLA). An employee may supplement unpaid time with a vacation payout. See sections [4.23 Vacation Pay](#) and [4.19 Family Medical Leave](#).

Employees returning to work after caring for an immediate family member for more than 2 consecutive scheduled work days must adhere to sections [4.20 Return to Work from Medical Leave](#). Employees may not substitute Vacation hours to supplement or to receive perfect attendance bonuses, or for any other reason.

Sick Leave Family used by employees whose immediate family member is considered to have a serious medical condition will also be counted toward the 12 weeks of eligibility for Family Medical Leave and time will be recorded as Sick Leave Family FMLA on time sheets. See section [4.19 Family Medical Leave](#). Sick leave and perfect attendance bonuses are part of the City's core benefits package.

Upon resignation, employees may not use any sick leave hours within the last 2 weeks (or for Management Team, 4 weeks) of their notice. See section [3.5 Resignations & Discharges](#).

[4.18 Pregnancy and Parental Leave](#)

[a. Pregnancy Leave](#)

A total paid leave of 160 Pregnancy hours will be granted to female, full-time regular employees for pre-partum and post-partum care and/or recovery. This includes pre-birth doctor's visits and sick leave due to pregnancy care. Once medical pregnancy leave hours are exhausted, additional unpaid hours may be granted under the Family Medical Leave Act and an employee may supplement unpaid time with a vacation payout. See section [4.22 Vacation Pay](#). Paid Pregnancy hours will be counted towards the 12 weeks of leave allowed by the Family Medical Leave Act.

See section [4.19 Family Medical Leave](#). Once pregnancy leave hours are exhausted, pregnancy care is not eligible for sick leave coverage. Only full-time regular employees are eligible for Pregnancy Leave. Pregnancy Leave is part of the City's core benefits package.

Upon return to work, nursing mothers are eligible to reasonable unpaid breaks during work time to express milk for their infants for one year after the child is born. A location other than a bathroom will be provided which is shielded from view and free from intrusion from co-workers and the public.

[b. Parental Leave to Provide Care/Assistance to Mother and/or Child](#)

Parental Leave up to 80 hours with pay will be granted to all full-time regular employees, including those who take Pregnancy Leave, to provide care and assistance for the birth or adoption of a child and/or his/her mother. Once parental leave hours are exhausted, additional unpaid hours may be granted under the Family Medical Leave Act (FMLA). Paid Parental Leave hours will be counted towards the 12 weeks of leave allowed by the Family Medical Leave Act. See section [4.19 Family Medical Leave](#). Once parental leave hours are exhausted, Parental Leave is not considered Family Illness unless specifically designated as such by a physician. Only full-time regular employees are eligible for Parental Leave. Parental Leave is part of the City's core benefits package.

Comment [BW3]: Maternity Leave which is 240 hours is changed here to "Pregnancy Leave" which is 160 hours. Paternal Leave which is 80 hours is being changed to Parental Leave" which is also 80 hours. Upon the birth of a baby, a mother would also be eligible for 80 hours parental leave.

No substantial change to this benefit, just the names of such for clarification and compliance.

c. Coordination with Family Medical Leave Policy

Pregnancy and Parental Leave is counted toward the 12 weeks of eligibility for Family Medical Leave. See section [4.19 Family Medical Leave](#).

4.19 Family Medical Leave

The Family and Medical Leave Act of 1993 (FMLA) grants eligible employees the statutory right to take unpaid leave under specified circumstances. This policy applies to all City employees who have met all of the following conditions:

- worked for the City a minimum of 1,250 hours in the 1 year period based on a rolling calendar year immediately preceding the request for leave.
- worked for the City for a total of 12 months. While the 12 months of employment need not be consecutive, employment periods prior to a break in service of seven years or more will not be counted unless the break was occasioned by the employee's fulfillment of his or her National Guard or Reserve military obligation.
- be an active employee.

There are two separate types of leave along with applicable requirements: Medical and/or Qualifying Exigency Leave and Military Caregiver Leave.

a. Medical and/or Qualifying Exigency Leave

Eligible employees are entitled to take up to 12 weeks (480 hours) of leave during a 12-month period for any of the following:

- the birth and care of a newborn child of the employee,
- placement with the employee of a son or daughter for adoption or foster care,
- to care for a spouse, child, dependent, domestic partner and/or parent with a serious health condition,
- a serious health condition that makes the employee unable to perform his/her job functions
- if the employee's spouse, child or parent who is a member of the National Guard or Reserves (or a retired member of the regular Armed Forces) and who is either on active or inactive duty and has been notified of an impending federal call or order to active duty in support of a contingency operation. Contingency operations may include, but are not limited to, a call to war or national emergency declared by the President of the United States or Congress.

To be eligible for medical and/or qualifying exigency leave the employee must submit the applicable paperwork that can be obtained either online at the Department of Labor Website or employee portal or in the Human Resources office (WH-380 for medical leave and WH-384 for qualifying exigency leave). The leave taken under this policy may not exceed 12 weeks (480 hours) in any 12-month period.

b. Military Caregiver Leave

Eligible employees may be entitled to take up to 26 weeks (1040 hours) of leave for the care of a spouse, child, parent or next of kin who is a “covered military service member” undergoing medical treatment, therapy or recuperation, who must have an outpatient status or be listed on the temporary disability retired list (TDRL) for a serious injury or illness. The serious injury or illness must have occurred in the line of duty while on active duty in the Armed Forces, and the injury must have rendered him or her “medically unfit to perform the duties of the member’s office, grade, rank or rating.” The leave taken under this policy may not exceed 26 weeks (1040 hours) of leave in any 12-month period. To be eligible for military caregiver leave the employee must submit the applicable paperwork that can be obtained either online or in the Human Resources office (WH-385).

A “serious health condition” means an illness, injury, impairment, or physical or mental condition that involves one of the following:

- Inpatient care (i.e. an overnight stay) in a hospital, hospice, or residential medical-care facility, including any period of incapacity (i.e. inability to work, attend school, or perform other regular daily activities) or subsequent treatment in connection with such inpatient care.
- Continuing treatment by a health care provider, which includes:
 - A period of incapacity lasting more than three consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition that also includes:
 - Treatment two or more times by or under the supervision of a health care provider (the first visit must be within 7 days and both within 30 days of the first day of incapacity) **or**
 - One treatment by a health care provider (an in-person visit within 7 days of the first day of incapacity) with a continuing regimen of treatment (i.e. prescription medication, physical therapy, etc.).
 - Any period of incapacity related to pregnancy or for prenatal care. A visit to the health care provider is not necessary for each absence
 - Any period of incapacity or treatment for a chronic serious health condition which continues over an extended period of time, requires periodic visits (at least twice a year) to a health care provider, and may involve occasional episodes of incapacity. A visit to a health care provider is not necessary for each absence.
 - A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective. Only supervision by a health care provider is required, rather than active treatment.
 - Any absence to receive multiple treatments for restorative surgery or for a condition that would likely result in a period of incapacity of more than three days if not treated.

Part-time and/or seasonal employees who do not work full time schedules will be eligible for a pro-rated amount of leave hours based on the total number of hours worked during the qualifying period of 1 year previous to a request for FMLA leave.

The 12-month period of leave is considered as a rolling 12-month period, which is measured backward from the current date. When used for a serious medical condition, sick leave, family sick leave, and worker's compensation leave, taken by an employee who is designated as qualifying for family leave may be counted toward the 12 weeks of leave. Maternity leave, paternity leave, short-term disability and long-term disability will be counted towards the 12 weeks of leave.

The definitions and rules set forth in the Family and Medical Leave Act of 1993 and the Department of Labor Rules and Regulations are used to determine if an employee qualifies for leave under this policy. Employees who request leave for their own serious health condition or for the serious health condition of a family member are required to provide the City with a complete U.S. Department of Labor Form WH- 380 Certification of Health Care Provider. This form can be found in the HR section of the [Employee Portal](#) under Employee Leave and also in the Human Resources Department.

When leave is expected to last more than five days, the employee must request the leave, in writing, to his/her supervisor, who shall forward the request to the Human Resources Manager at least 30 days prior to commencement of the leave, or as soon as practical when employee is made aware of the need for leave if less than 30 days.

Verbal notice of emergency leave must be followed by a written request and applicable forms as soon as possible.

Pending receipt of the second (or third) medical opinion, the employee is provisionally entitled to the benefits of the Act, including maintenance of group health insurance benefits. If the certifications do not ultimately establish the employee's entitlement to FMLA leave, the leave shall not be designated as FMLA leave and may be treated as paid or unpaid leave under Park City's established leave policies. If the City has reason to doubt the validity of a medical certification it may require an employee to obtain a second opinion. The City is permitted to designate the health care provider to furnish the second opinion, but the selected health care provider may not be employed on a regular basis by the City. This second opinion is at the City's expense. If the opinions of the employee's and the City have designated health care providers differ, the employer may require the employee to obtain certification from a third health care provider, again at the City's expense. This third opinion shall be final and binding. The City will provide employees with a copy of the second and third medical opinions, where applicable, upon request.

Prior to returning to work, the City may require that an employee on leave for his or her own serious health condition submit a medical certification that the employee is able to return to work. See sections [4.20 Return to Work from Medical Leave](#) and [4.21 Light Duty](#).

The City may require a fitness for duty examination, functional analysis, and drug or alcohol testing if it has reasonable cause to believe that an employee may not be physically or emotionally able to perform essential job functions or if necessary to determine whether an employee performing a physically demanding job continues to be fit for duty. During periods

of leave taken pursuant to this policy, the City continues to pay the employer's portions of the employee's health insurance premium. The employee is responsible for paying his or her portion of the monthly health insurance premium. The employee's failure to pay the employee portion of any health insurance premium may result in the loss of health insurance benefits.

Married employees who both work for the City are restricted to a combined total of 12 weeks of leave during any 12-month period if the leave is taken for the birth and care of child, or for the adoption of a child or placement of a child with the employee for foster care. This restriction does not apply to other types of leave the employees may qualify for under this policy.

Eligible employees who take leave under this policy are entitled to be restored to the same position they held when the leave began, or to an equivalent position with equivalent pay, benefits, and other terms and conditions of employment. The City reserves the right to designate certain employees as key employees, pursuant to the Family and Medical Leave Act of 1993 (FMLA). Under certain circumstances, key employees may not be entitled to return to work following leave.

The City's Maternity Leave, Paternity Leave, short-term disability and long-term disability hours run concurrently with FMLA hours. Other leave, such as accrued paid leave or unpaid leave granted by the City Manager may, upon approval, be taken by an employee to extend the overall leave duration.

However, the protections and benefits provided by FMLA do not apply to leave which exceeds the eligible FMLA leave period per 12-month or 26-month maximum.

Employees are not eligible to accrue vacation hours or use other types of paid leave once on unpaid leave. An employee may, if eligible, request a vacation payout during any and all portions of unpaid or partially paid FMLA leave, up to 100% of regular salary. Any partially paid portion (including worker's compensation, short and long term disability payments) shall be considered a portion of regular salary when determining payout eligibility. Employees are eligible for payouts only up to their current vacation balance. All vacation payouts will be subtracted from the current balance upon payment.

The application of this policy and any inconsistencies, conflicts, or issues that arise are governed by the provision of the Family and Medical Leave Act of 1993 (FMLA) and applicable federal regulations that interpret the Act.

4.20 Return to Work from Medical Leave

When an employee returns from any form of approved medical leave including workers' compensation leave, disability leave, sick leave, etc. with work restrictions ordered by a certified doctor or medical provider, the employee must report with that information to their immediate supervisor and/or the HR department before reporting to duty. The City will then determine whether that employee may return to his/her regular duties, whether

modifications will be made, or if there is no modified work available. See section [4.21 Light Duty](#).

Employees absent for three or more consecutive work days or regularly scheduled shifts will be required to provide documentation of illness or medical necessity from a physician upon return to work to their supervisor, team or the Human Resources department for any of the following types of leave: sick leave, sick leave FMLA, family sick leave, family sick leave FMLA, worker's compensation leave, short-term disability and long-term disability. For an employee regularly scheduled to work Monday-Friday, the weekend is not excluded from consecutive absences. For example, a doctor's note is required for absences Friday, Monday Tuesday or Thursday, Friday, Monday.

[4.21 Light Duty](#)

Light Duty / Return to Work policies are highly effective in containing and reducing employer's costs of Workers' Compensation as well as disability related leaves. Enabling the earliest possible return of injured/sick workers to perform productive work within their physical capabilities may also promote quicker employee rehabilitation by keeping the employee active and part of the work environment. It ultimately facilitates the employee's return to his/her regular position once released from light duty.

Light Duty is prescribed by a physician due to an employee's work related injury, personal injury or short or long term disability. It temporarily restricts an employee's physical abilities. These restrictions may present obstacles on the employee's ability to perform tasks required by their normal position. Light duty enables supervisors to modify the employee's position to accommodate his/her restrictions or allow other positions or tasks within the City to be temporarily filled by the employee. Light duty may also be referred to as modified duty, limited duty, alternate duty, restricted duty or transitional duty.

This policy applies to all City employees including full-time regular, part-time non-benefitted, seasonal and special employment agreements, from all City departments.

Light duty assignments are developed at the City's discretion based on the physical capability, skills of the worker, City needs and the availability of light duty assignments. Light duty assignments will be re-evaluated every 80 hours. The City will determine appropriate work hours, shifts, duration and locations of all work assignments. The City also reserves the right to determine availability, appropriateness and continuation or cancellation of all light duty assignments at any time for any reason.

Preferably, light duty assignments will be a modification of the employee's current position. If this is not possible, an assignment within the same department or any other department or location within the City will be considered. Telecommuting may also be considered in certain cases. The assignment may require the employee to work a different schedule and/or hours per week than he/she normally does. The employee will continue to be compensated at the salary that he/she normally receives for hours worked. If the employee holds more than one

position and light duty is not due to a work related injury, the employee may receive the salary equivalent to the lowest salary held.

The employee's salary will be charged to his/her normal department even if temporarily assigned to another department.

Light duty assignments may be approved for eligible employees for up to 90 consecutive days. The employee will not be displaced from that assignment during the 90-day period by another employee who subsequently requires light duty. The light duty assignments may change or be terminated within the 90 day period depending on City needs at any time for any reason.

The City may allow the employee to extend their light duty beyond the 90 day period. However, the City reserves the right to terminate the assignment at any time for any reason. Upon a physician's note stating the employee's ability to return to full duty without restrictions, the light duty assignment is immediately terminated and the employee will be reinstated into his/her normal position.

This policy does not limit the rights of employees covered by the Americans with Disabilities Act (ADA) to seek reasonable accommodations as provided under that law as amended. It also does not limit an employee's rights and protections under the Family Medical Leave Act (FMLA).

An employee returning from any form of approved leave including workers' compensation, short or long term disability, or sick leave with work restrictions ordered by a physician must submit that information to their supervisor before reporting to duty. The City will then determine whether that employee may return to his/her duties or whether modifications will be made.

The employee assigned to light duty must not exceed the duties of the position or go beyond the doctor's restrictions. The employee will submit all appropriate medical notes to his normal supervisor and also his temporary supervisor if assigned to a different department. If any medical restrictions change, the employee must notify his/her supervisor(s) immediately and provide a copy of the new medical release.

Supervisors will monitor work performance to ensure the employee does not exceed the requirements set by the attending physician. They will forward all documentation to the Human Resources Department.

Upon receipt of a physician's note indicating an employee return to work with light duty restrictions:

- The supervisor will evaluate the possibility of modifying the employee's current position to accommodate the physical restrictions.
- If the supervisor is unable to accommodate the restrictions, he/she will inform the

Department Manager who will evaluate other assignments within the department for temporary placement.

- If the department is unable to provide the employee with light duty, HR will try to find proper placement elsewhere in the City and will inform the supervisor of the assignment.
- HR will complete the “Light Duty Assignment Record” form and ensure the light duty assignment is in compliance with the employee’s restrictions. HR will ensure that the employee and the supervisors are aware of their responsibilities and will track the duration of the assignment.
- The employee must submit all physician follow-up notes to his normal supervisor and if assigned to a different department, will also give a copy of this note to his assigned supervisor.
- Upon receipt of a return to full duty note from the physician, the employee will be promptly returned to his/her normal position.

4.22 Disability Accommodations

Equal Employment Opportunity Employer - The City is committed to providing Equal Employment Opportunity for all employees and job applicants. As part of that commitment, the City seeks to implement all applicable provisions of the Americans with Disabilities Act (the “ADA”), as amended, and related state law. It is the City’s policy not to discriminate against qualified individuals with disabilities in regard to application procedures, hiring, advancement, discharge, compensation, training or other terms, conditions and privileges of employment. Ability, not disability, is the basis for employment decisions. It is the City’s policy to provide reasonable accommodation to qualified individuals with a disability. A qualified individual with a disability shall not include any employee or applicant who is currently engaging in the illegal use of drugs, when the City acts on the basis of such use.

a. Requesting an Accommodation

The accommodation request process is interactive. It requires cooperation and communication between both the individual requesting accommodation and the City. Qualified employees or applicants with disabilities may request a reasonable accommodation. The need for an accommodation may be brought to the attention of the City in any of the following situations:

- A job applicant may request an accommodation with respect to the job application process;
- A new employee may request an accommodation to perform the essential functions of the job;
- An employee returning to work after experiencing an illness or injury may request an accommodation;
- A current employee with a disability whose medical condition has changed may request an accommodation for the first time or a change in accommodation; or
- Any employee with a disability may request an accommodation at any time.

An employee is not required to disclose the diagnosis of his/her condition or the details of his/her medical treatment when requesting an accommodation when both the disability and the need for reasonable accommodation are obvious. However, the employee must notify the City of a need for accommodation for a reason related to a medical condition.

Medical documentation may be required in order to evaluate and process an accommodation request when the disability and/or the need for accommodation are not obvious. If such information is needed, employees are encouraged to use the Medical Information Request Form, found on the employee portal under the tab “Forms” and also available in the HR Department.

Qualified employees or applicants with disabilities may request an accommodation by filling out a **Reasonable Accommodation Request Form** and returning it to the **HR Manager**. This form is found on the employee portal under the tab “Forms” or may be obtained from the HR office. Employees may also request an accommodation by notifying any of the following responsible persons of a need for accommodation:

- City Manager
- Assistant City Manager
- HR Manager
- Department Manager/Director
- Immediate Supervisor/Manager

Employees who suffer from a mental or physical impairment that interferes with their ability to perform their job are encouraged to submit a Reasonable Accommodation Request Form or discuss their situation with any of the responsible persons identified above.

The interactive process should be documented with the ADA Interactive Process Worksheet found on the employee portal under the tab “Forms” and also available in the HR Department.

h. Supervisor Responsibilities

If a supervisor is approached by any employee about an accommodation or health problem, the supervisor may not ask the employee for personal medical information. Instead, the supervisor should immediately contact the Human Resources Manager, even if the employee does not make a specific accommodation request. Should the employee choose to disclose personal medical information to a supervisor (which the supervisor should discourage), the supervisor should advise the employee that disclosure is not necessary, that such information will be kept confidential, and that such information will be discussed only with the Human Resources Manager and other necessary persons. Supervisors are required to keep the employee’s request confidential and to help ensure the accommodation’s work-related effectiveness.

TO ENSURE THAT REQUESTS FOR ACCOMMODATION ARE HANDLED APPROPRIATELY, SUPERVISORS/MANAGERS SHOULD NOT ENGAGE IN THE INTERACTIVE PROCESS OR OTHERWISE DISCUSS THE MEDICAL CONDITION WITH AN EMPLOYEE BUT MUST IMMEDIATELY

CONTACT THE HUMAN RESOURCES MANAGER.

Supervisors are expected to support reasonable accommodations once approved. If a Supervisor has any concerns about the impact of a medical condition and/or any reasonable accommodation on an employee's job performance or impacts to the department and/or City, the Supervisor should contact Human Resources. The Supervisor should not raise any concerns with the specific employee or employees generally.

c. Response to Accommodation Request

The City will respond to a disability accommodation request as quickly as possible. When an accommodation request is received by the HR Manager he/she will engage in an interactive process with the employee to clarify his/her needs and to determine whether and what reasonable accommodation is appropriate under the circumstances. The HR Manager will analyze the following factors in determining the reasonableness of the accommodation requested by an employee:

1. Is the employee otherwise qualified to perform the essential job functions?
2. Will the accommodation accomplish the desired result, i.e., allowing the individual to effectively perform the essential functions of the job?
3. Will the accommodation create an undue hardship?
4. Does the accommodation raise any safety concerns?

Essential job functions are those that an employee must be able to perform, with or without accommodation. They cannot be removed from the position without changing its nature. Job duties which are not essential may be modified, eliminated, replaced, or restricted as part of the accommodation process.

The HR Manager is responsible for evaluating the considerations listed above and approving or not approving all requests for accommodation. The HR Manager may perform this evaluation in conjunction with other necessary persons. If an employee is not satisfied with the response to an accommodation request they are encouraged to promptly discuss their concerns with the Human Resources Manager or any other responsible person identified in section (a) above. See section **6.5 American with Disability Act Complaints**.

Nothing in this policy is intended to create any contractual rights and does not create any obligations beyond those required by federal or state law.

4.23 Holiday Pay & Premium Pay

The City provides 12 paid holidays each year for full-time regular employees (11 City-observed holidays and a floating holiday eligible employees may use at their own discretion).

For each of the City-observed holidays listed below all full-time regular employees are eligible to receive eight hours of holiday pay. Only those employees who permanently work shifts of four 10-hour days will be eligible to receive 10 hours of holiday pay.

New Year's Day	January 1
Martin Luther King Day	3rd Monday in January
Presidents' Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Pioneer Day	July 24
Labor Day	1st Monday in September
Thanksgiving	4th Thursday after the 1st Monday in November
Day after Thanksgiving	4th Friday after the 1st Monday in November
Christmas Eve (or Day after Christmas)	December 24 (or 26)
Christmas	December 25

If the holiday falls on a Saturday, the City will recognize the day before (Friday) as the holiday. If the holiday falls on a Sunday, the City will recognize the day after (Monday) as the holiday. Only the City Manager may change the holiday schedule. Holiday pay is paid and City offices are closed on City Manager approved, City-recognized holidays only.

All City employees are eligible for Premium Pay on holiday days worked. Premium pay is equivalent to one half an employee's regular pay and is paid in addition to straight time. Premium pay is paid on the actual dates of Federal holidays listed above only, regardless of the City recognized holiday (which changes to fall only on week days as described above).

Most eligible employees will have the day off and receive 8 hours of holiday pay. Holiday pay hours are not considered productive time and therefore are not used in the calculation of overtime. Employees who are required to work on a holiday will receive holiday and premium pay according to the following policy:

1. Special Events Police officers who work voluntarily, and are not required to work holidays, are exempted from premium pay and will receive a rate equal to their hourly wage only.
2. Full-time regular employees who work regularly scheduled shifts of 10 hours or greater are eligible for 10 hours of holiday pay. Those employees working less than a regularly scheduled 10 hour shift will be paid for 8 hours of holiday pay.
3. Exempt full-time regular employees who are required to work on a City-recognized holiday may, at the City Manager's or department manager's discretion, be given but are not entitled to administrative leave at another time for working the recognized holiday. Holiday and Premium Pay are only paid on those holidays recognized by the City and approved by the City Manager.
4. In addition to the above list of City-observed holidays, full-time regular employees are granted an 8 hour "Floating Holiday" which can be taken at their discretion with the supervisor's approval. New employees must be released from probation and have 6 months left in the calendar year to be eligible for the floating holiday. The floating holiday

is granted on the first of the year to eligible employees and must be taken in the calendar year it is given or it is lost. It cannot be carried forward. Paid Holidays are part of the City’s core benefits package.

4.24Vacation Pay

Only full-time regular employees are granted vacation pay. Employees are encouraged to take their vacation in blocks of time whenever possible. Because individual circumstances vary, the amount of vacation time an employee may use will be left to the discretion of the Department Manager. Vacation leave must be pre-approved by the employee’s Department Manager.

The vacation allowance for eligible employees for each vacation year is based on length of service according to the following schedule:

Completed Years of Service	Vacation Accrual
Less than 5 years	8 hours per month
5 years but less than 10 years	10 hours per month
10 years but less than 15 years	12 hours per month
15 + years	16 hours per month

Vacation benefits apply to [active](#) full-time regular employees ([not applicable while on unpaid leave](#)). Vacation leave is used by the hour. If an employee who is on a 10-hour day schedule takes a day of vacation, he/she will be charged 10 hours of vacation time.

Employees are allowed to accrue a bank of vacation time before they are subject to a “use or lose” situation. This bank will allow eligible employees to take a vacation longer than the number of vacation days they accrue in one year. The size of vacation bank is determined by the length of service of each employee according to the following schedule:

Less than 5 years	192 hours
5 years but less than 10 years	240 hours
10+ years	288 hours

Once an employee reaches his/her accrued vacation limit, he/she will then be in a ‘use or lose’ situation. For example, an employee with less than five years is not allowed to carry forward more than 192 hours from one calendar year to the next.

Any employee with a vacation bank balance larger than their years of service allows will lose all excess vacation hours at the end of each calendar year.

Department Managers and/or supervisors who feel an employee’s effectiveness and/or productivity would be enhanced and improved can, at their discretion, require an employee to

take vacation time.

Employees are required to request vacation leave in advance from their immediate supervisor. Vacation leave must be pre-approved. For vacation leave of one week or longer, employees should plan on providing one month advance notice for each week of vacation. For example, an employee requesting a two week vacation should make every attempt to provide two months of advance notice.

Employees may not use vacation hours in lieu of disability and/or sick leave benefits under qualifying medical leave approved by the HR department but may supplement income with a vacation payout up to 100% of total salary while on unpaid family leave, Short or Long Term Disability and Worker's Compensation leave.

Upon successful completion of probation, an employee will receive eight hours of credit for each month of probation time. Should an employee be terminated prior to successful completion of the probationary period, he/she is not entitled to receive vacation pay.

Probationary employees are not normally permitted to use vacation leave. Vacation leave due to extenuating circumstances, such as during a probationary period for transfer or promotion, may be approved by the Department Manager. Vacation is part of the City core benefits package.

Upon resignation, employees may not use any vacation hours within the last 2 weeks (or for Management Team, 4 weeks) of their notice. Only those employees who give notice pursuant to section 3.5 Resignations & Discharges See section 3.5 Resignations & Discharges. ~~Only those employees who give proper notice~~ and resign voluntarily will be paid for their unused vacation leave bank up to the employee's allowed carry forward balance unless otherwise stated on the separation agreement.

Active employees may request vacation payouts of any unused vacation balance for unpaid Worker's Compensation Leave, Short- and Long-Term Disability and unpaid family medical leave (FMLA). ~~VAI~~ vacation payouts are not subject to retirement benefits.

Vacation Leave Hardship Cash-out: Employees are encouraged to schedule and use their paid vacation time to refresh and recharge away from work. However, it is recognized that on occasion, extreme or unforeseen financial hardships do occur. A hardship is defined as an unforeseeable emergency or financial hardship resulting from an illness or accident, loss of property due to casualty, or other similar extraordinary and unforeseeable circumstances as a result of events beyond the control of the employee or its dependents.

For these rare occasions, the City allows an employee to cash out part of their accrued vacation hours. Payouts will appear on the next regular check processed after a request has been approved. Payouts are subject to taxes, if applicable, including Medicare, social security, state taxes, etc.). Employees may only cash out vacation one (1) time per calendar year. The

employee must have a minimum of 40 hours remaining in their vacation balance after the cash out is paid. The employee will complete a "Vacation Cash Out Request" form, found in HR. A statement or verification of the employee's hardship is required as part of this application process. All requests for hardship must be approved by the HR Director. The amount of hardship distribution may not exceed the amount necessary to satisfy the employee's financial need. However, amounts necessary to pay any taxes or penalties because of the hardship distribution may be included.

4.25 Other Paid/Unpaid Leave

4.25.1 Personal Leave

Written requests for personal leaves of absence will be received and reviewed by the City Manager. The employee's length of service, past performance record and reason for the requested absence will be taken into account, as well as the disruption the employee's absence will cause in his/her department. A personal leave must be approved by the City Manager. Personal leaves of absence are without pay and benefits unless specifically pre-approved by the City Manager.

4.25.2 Military Leave

The City will adhere to any federal requirements governing military service, military personnel and/or military families. Should the employee be inducted or ordered to active duty in the armed forces of the United States, the employee will retain seniority and, upon return to work, the City will try to reinstate him/her in a job comparable in pay and classification to that held during the prior employment. Declaration for re-employment must be made within the time specified by law. Military leave is also granted to those employees with Reserve or National Guard obligations with partial pay, limited to 10 working days per year.

4.25.3 Jury Duty

Employees who are required to serve as a juror or witness will be granted Jury Duty leave. Full-time regular employees who receive payment for appearing in court, either as a jury member or a subpoenaed witness, should endorse these payments to the City who will in turn pay the employee the full amount of his/her paycheck. An employee serving as a juror witness will be expected to work as much of his/her regularly scheduled shift as his/her jury duty schedule permits, to the extent that combined time on court duty and work does not exceed the number of scheduled work hours for that day.

4.25.4 Funeral Leave

Funeral Leave will be granted for a maximum of five days or up to 40 hours with pay in the event of the death in an employee's immediate family. In the event of non-immediate family, a maximum of one day with pay may be granted at the discretion of the Department Manager. Immediate family is defined as spouse, parent, daughter, son, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandchild, step parents, step children, domestic partner, and a person who is legally acting in one of the above capacities.

4.25.5 Administrative Leave

Exempt employees shall work the hours and time required to perform the duties of their positions and shall be entitled to neither compensatory time nor overtime pay. However, in recognition for extra-ordinary hours worked, the City Manager may, in his or her sole discretion, approve paid Administrative Leave for exempt employees. Administrative Leave must be approved in advance and be reflected on the employee's time sheet anytime it is used. Any employee may be placed on paid or unpaid administrative leave as authorized by the City Manager.

4.26 Employee Benefits

The Human Resources Manager shall prepare a benefits plan with cost projections for review by the City Manager. The City Manager shall then determine the final benefits plan to be submitted to the City Council for their adoption during the budget process.

See the [Employee Benefits Manual](#), the employee portal or contact the Human Resources Manager for details on all City benefits.

4.27 Wellness Benefit

The City offers privileges at City recreational facilities such as the PC MARC, Golf Course and the Ice Arena to city employees. All active part time, full time, seasonal and intern status employees are eligible to request Wellness benefits. Certain individuals under special employment agreements may also be eligible depending on their employment agreement. Benefits may also be requested for spouses, domestic partners and dependents.

4.27.1 Administration

The individual recreation facility (PC MARC, Ice, Golf) will handle enrollment, tracking and reporting of participants. Interested employees must complete the applicable Wellness agreements and/or forms in the facility offering the program. HR will regularly inform the participating recreational facilities of active employees so they may enroll the employee according to their specific procedures. HR will also regularly inform the participating recreation facilities of terminated employees so they may cancel any passes according to their specific procedures.

Benefits can only be used while employed by Park City Municipal Corporation.

All completed Employee Benefit Forms and receipts should be scanned and emailed to the Accounting Manager in the Finance Department if taxation of the benefit applies. Each facility monitors and tracks the discounts given. Benefits offered are subject to change and/or cancellation at any time without notice. Current offerings are available at each corresponding facility.

4.27.2 Duration

Certain privileges such as punch cards, pass, classes and memberships have varied expiration dates.

4.27.3 Taxation Consideration for Participants

Benefit use by employees, their spouse and/or dependents which does not create an additional cost to the facility or at a 20% discount or less are a tax free benefit. Due to IRS regulations the employee will need to pay payroll and incomes taxes on the value of domestic partner's benefits. Any discounted cost of a recreation program above 20% will be subject to income and payroll taxes.

4.27.4 Seasonal Employees

Upon approval by the HR Department and employee's Department Manager, a seasonal staff may receive a recreation benefit voucher as an end of season bonus. This must be submitted in the same format required of any end of season bonus. This benefit would be a taxable fringe benefit and must be shown on or prior to their final paycheck.

4.27.5 Limitations

Employees and their spouses/domestic partners/dependents receiving any of the benefits listed above may be subject to blackout dates and restrictions in any and all programs and recreational facilities. Employees and their family members are expected to defer to the paying customer during heavy use times (see recreation department policies for details).

Per the discretion of the Recreation, Ice & Golf Department Manager and approved by the HR Manager and City Manager, Wellness benefits are subject to change at any time without notice. The Wellness benefit is not part of the City's core benefit package.

4.28 Peak Time Leave

During peak times, the City experiences heavy congestion and traffic from events, weather, and other circumstances that create public safety concerns. To reduce congestion, Peak Time Leave (PTL) may be made available to full-time regular and full-time regular probation status employees, at the discretion of the City Manager. While the intent is to announce PTL in advance, it may also be announced on short notice based on weather or other unexpected conditions.

When PTL is made available, an employee is required to use it unless the employee is required for City operations during the peak time or is off-duty. Employees who are required to work during peak times will be determined by the Department Managers, in consultation with the City Manager.

PTL only carries forward for employees who are required for City operations during the peak time or who is off-duty during the peak time. These employees may use the PTL within the City's fiscal year, with advance approval of their immediate supervisor.

PTL does not accrue and is subject to "use or lose" at the end of the calendar year. PTL is part of the City's core benefits package.

Employees are not entitled to be paid for PTL upon separation from the City.

Section Five (5)

CITY RULES

5.1 Applicant & Personnel Files

An applicant's social security number, date of birth, or driver license number may not be obtained before a job offer is made unless required by law or before the time when initiating a credit, driving or criminal background check. Access to applicant information is limited to purposes of hiring, employment, or as required by law. Applicant information will not be retained longer than 2 years from the date received, unless the applicant is hired. Applications will be safely secured until destroyed. An applicant may, upon request, review this policy before being required to provide information as part of the initial selection process.

Individual employee files are considered confidential data unless otherwise classified public in accordance with state law and the City Retention Policy. Access to them is limited for official City business purposes and their confidential nature is safeguarded. An employee may review his/her personnel file. The only other people allowed to see the employee's records, unless otherwise ordered by a court of law with legal jurisdiction, are his/her supervisor and/or Department Manager, the City's financial auditors, employees of the Human Resources Department, the City Attorney, and the City Manager. A supervisor from a different City department considering an employee for a new position must have the employee's permission to review that employee's personnel file. If the employee's personnel record needs to be used as evidence in a grievance hearing, the personnel record may become part of the grievance proceeding.

No documents or information contained in an employee's personnel file shall be released to anyone other than the employee or the personnel identified above unless requested by the employee or approved by the City Attorney. Employees may authorize Human Resources to provide specific information to authorized loan, mortgage or financial institutions with signed approval.

Current, accurate records concerning each employee are essential. The Human Resources Department must be notified within 30 days if a change in any of the following occurs:

- | | |
|---|-----------------------------|
| 1. Name | 6. Number of Dependents |
| 2. Physical Address | 7. Beneficiary Designations |
| 3. Mailing Address | 8. Emergency Notification |
| 4. Marital Status | |
| 5. Telephone Number (home, cell and City-issued phonenumbers) | |

Upon separation from the City, it is the employee's responsibility to provide the City with information regarding a change of address to ensure timely delivery of the employee's tax record and any other materials the City may need to forward to the former employee.

5.2 Privacy of Personnel File and Other Employee Information

The Human Resources Department will regard employee information as confidential and will respect the need for protecting each employee's privacy by established guidelines for the proper receipt, possession, use, retention, and transmittal of personal information used by the City to make appropriate judgments regarding prospective employees, current employees, and retirees. To this end, the City will collect and retain only such personal information pertinent to conduct City business and to administer personnel programs. Upon request, employees will be permitted to access their personal records. Employee files are archived or destroyed in accordance with the City's approved retention policy and State law.

5.3 Personal Property

The City assumes no responsibility for personal property which is lost, stolen, damaged, tampered with or destroyed at work. Personal property should be secured when left unattended and are brought on City property at the employee's own risk. Hand tools and toolboxes required by mechanics in Fleet Services will be insured by the City, but it is Fleet Services' responsibility to appropriately secure all personal and City property or equipment when left unattended.

5.4 Safety

The health and safety of employees and others on City property are of the utmost concern. It is the policy of Park City Municipal Corporation to maintain the highest possible level of safety in all activities and operations. Our goal is to comply with all health and safety laws by encouraging all employees to make every reasonable effort to keep public and work areas free of hazardous conditions.

It is the responsibility of each employee to work safely and do all that is possible to prevent accidents or injuries. Every worker is expected to report unsafe conditions, think before acting, and consciously take care to avoid unnecessary risk.

If an employee is injured in connection with employment, regardless of the severity of the injury, the employee must immediately notify his/her supervisor, seek necessary medical attention and complete a workers' compensation questionnaire. The questionnaire can be found in the Human Resources section of the [employee portal](#) under "Incidents & Workers Comp" or with department supervisors. The questionnaire must be forwarded to the Human Resources Manager for completion and submission of the first report of injury form. It is the supervisor's responsibility to notify Human Resources of the injury.

5.5 Driving on City Business & Use of City Vehicles

Motor Vehicle Driving Records

As a means of promoting a safe work environment, driver's license checks will be performed on all applicants after a conditional offer of employment has been made for all employees where driving may be necessary to conduct City business.

Employees are expected to drive in a safe and responsible manner both on and off the job to maintain a good driving record. Employees whose driving records are found to be less than acceptable will be referred to the HR Manager for review. Criteria that may indicate an unacceptable record includes, but is not limited to:

- Three or more moving violations in past 24 months.
- Reckless driving in the past 24 months.
- Two or more at fault accidents in past 36 months. Contributing factors, such as weather or mechanical problems, may be taken into consideration.
- One or more DUIs/DWIs in past 72 months.
- Leaving the scene of an accident in the past 72 months.
- Any combination of accidents and/or moving violations.

Employees with an unacceptable driving record may be subject to disciplinary action up to and including termination of employment. Should an unacceptable driving record render the employee “uninsurable” by the City’s insurance carrier, they will be unable to drive any vehicle for City business. Un-insurability may be cause disciplinary action up to and including termination of employment if such interferes with the ability of an employee to perform their job functions as required.

Employees who operate a vehicle on City business are required to notify their supervisors within one day if they receive a conviction for driving under the influence of alcohol or drugs or if they have had their driver’s license suspended or revoked for whatever reason. A license suspension or revocation may cause disciplinary action up to and including termination if such revocation interferes with the ability of an employee to perform their job functions as required.

A personal vehicle used by an employee for City business and eligible for mileage reimbursement must be properly licensed, registered and insured. Reimbursement shall be at the current IRS mileage reimbursement rate. Individuals who are called in to work during off hours may be reimbursed for miles driven to and from work in their personal vehicle.

5.6 City Vehicles

City-owned vehicles are to be used for official business purposes only, and shall carry no passengers in them other than in connection with official City business. An employee authorized to drive a City vehicle must have a current State Issued driver’s license. In the case of heavy equipment operators and bus drivers, a driver must possess a valid State Issued Commercial Driver’s License (CDL). Bus drivers will also be required to have air brake and passenger endorsements in addition to the CDL. The City reserves the right to require additional endorsements to the CDL as the position may require. Employees operating City vehicles are encouraged to participate in driving courses that may be offered by the City and shall obey Utah state law and City ordinances at all times, including the use of seat belts.

City employees may use City vehicles for transportation needs when available and appropriate while performing City business. If a City car is not available, or if circumstances are such that it is not practical to use a City vehicle, the Department Manager may approve the use of a personal vehicle thereby authorizing reimbursement to the individual for such use.

Employees who are issued City vehicles will be subject to the appropriate IRS regulations governing the use of issued vehicles. The Finance department will assess the appropriate IRS charges in regards to the use of the vehicle.

For more information on city vehicles and personal vehicles used for work purposes, see [Administrative Policy Vehicle Use, Maintenance and Repair policy](#). Smoking is prohibited in all City vehicles.

5.7 Cellular Phones & Mobile Devices

City issued mobile devices, including cellular phones, smartphones, laptops, tablets, thumb drives and other handheld electronic equipment are considered to be “computers” and are subject to all computer and Internet use policies. Devices are to be used primarily for City business.

Personal use of City-owned devices will require the employee to reimburse the City for cost beyond City/department allowances for service/phone/data/txt plans.

For non-exempt employees use of City-owned wireless devices and smart phones for city business while not working (off the clock) is prohibited. Such use is considered compensable time and must be pre- approved by the employee’s supervisor and reported to payroll on the employee’s time card. Any phone calls or emails made to the employee or by the employee for City business must be pre-approved by the employee’s supervisor commensurate with Over Time policy section [4.6 Overtime](#).

City Phones are required to have a protective case and a screen protector (tempered glass is preferred) that are appropriate for the anticipated use. Phones with shatterproof glass screens are exempt from the screen protector requirement. Phones are expected to last a minimum of two years unless there is a justifiable need to replace it earlier. Phones that are at the end of their life must be turned into the IT Department, where they will be properly recycled.

Apps: Personal applications (apps) can be downloaded so long as they are paid for by the employee and comply with all City Policies. Apps cannot interfere or conflict with business use of the device or increase costs to the City. Employees assume all responsibility for any personal data and financial risk for the purchase of apps and/or accessories. The IT department will not support or guarantee any personal aspects of the device and will not be held liable for data loss or hardware/software incompatibilities.

IM: Instant messaging (IM) linked to or part of a City public safety software system, such as the Computer Aided Dispatch (CAD) system, shall be kept for a period of 6 months and not

deleted by users. Other instant messaging should be considered similar to a phone conversation with the realization that the storage of the messaging may be limited by outside parties. Messages shall be kept for a minimum of 24 hours. Users may delete IM conversations older than 24 hours from mobile or computer devices when administrated need (if any) ends.

MMS, SMS, TXT: Multimedia Messaging Service (MMS), Simple Messaging Service (SMS), Text Messaging (TXT) and chat are discouraged for use in conducting substantive business. Text and related messages should be short and considered similar to a phone conversation with the realization that the storage of the messaging may be limited by outside parties. Messages shall be kept for a minimum of 24 hours. Users may delete text and related conversations older than 24 hours from mobile or computer devices when administrated need (if any) ends. Users are encouraged to start new text or related messages rather than add messaging to the back end of a long string of messages in one text conversation.

Personal Devices: The use of any personal devices (e.g. "Android, iPhone, iPad, audio recordings, memory devices, etc.) to conduct City business (or ancillary to assigned job duties) to collect or create data including documents, messages, video, photographs or audio recordings becomes the property of the City and cannot be copied, distributed, posted or printed beyond the official work need. Such data is subject to Social Media Policy, eDiscovery, and GRAMA requirements. Employees wanting to synchronize mobile devices with City messaging services must agree to and submit the "Personal Device Access Agreement" form located on the employee portal under City Policies to their department for approval.

PIN: Policies enforced on mobile devices will require the use of a security pin. If multiple failed login attempts are made, (as determined by the software) data on the device will be erased.

USE: When using City or personal devices for work purposes, employees are expected to obey all applicable laws, exercise reasonable care, and follow all applicable department, operating and safety guidelines. Employees should not use mobile phone devices for work or personal purposes while operating any motor vehicle.

- Employees should turn off their cell phone and any other equipment before driving and/or allow voicemail to handle calls.
- If an employee needs to place or receive a call, they should wait until they can legally stop at a safe location and place the vehicle in 'park' before using the phone.
- Using messaging services such as text and email while operating a motor vehicle is strictly prohibited.

EXCEPTIONS:

- Public Safety/Law Enforcement or emergency service personnel acting in the course and scope of employment;
- Communications during a medical emergency or when providing roadside or medical assistance;
- 911 or other communications to report a safety hazard, an emergency or other public

safety communication such as reporting criminal activity or assistance relating to criminal activity with reasonable care taken to perform the call which may include pulling over to the side of the road provided a safe and legal location is timely available;

- Use of Transit and Snow Removal Driver two-way radios during shifts;
- Use of GPS navigation services is allowed but must provide audio directions and be programmed and adjusted while the vehicle is safely parked;
- Public Works on-call employee receipt of emergency/essential calls, with reasonable care taken to perform or take the call which may include pulling over to the side of the road provided a safe and legal location is available.

All staff authorized to drive a City vehicle or a personal vehicle on City business must complete an Inattentive Driving Training session. Employees shall refrain from doing any activity that would contribute to careless driving. Careless driving activity examples include any activity unrelated to operation of the vehicle such as eating, grooming, or searching for an item in the vehicle.

Any employee who is found guilty of careless driving while on City time and/or while driving a city vehicle: will receive a safety violation that will be reflected in the employee's next performance evaluation and personnel file; any city issued device may be removed from his/her possession; and there may be revocation of his/her City business driving privilege. Utah law defines careless driving as committing a moving violation (other than speeding) while distracted by use of a handheld cell phone or other activities not related to driving. Repeated violations may result in the revocation of use of such equipment and/or City driving privileges, and progressive discipline up to and including termination.

Any employee who is observed/found using such equipment or doing any other inattentive driving activity while operating a motor vehicle during City business may receive a safety violation. Safety violations will be reflected in the employee's next performance evaluation and personnel file. Repeated violations may result in the revocation of use of such equipment and/or City driving privileges and progressive discipline up to and including termination.

Employees who violate this policy risk having cellular or mobile device privileges revoked.

Lost or stolen devices must be reported immediately to the IT department for security and service changes. The cost of damaged or lost equipment due to employee negligence may be charged to the employee.

5.8 Personal Conduct & Hygiene

Employees are expected at all times to conduct themselves in a positive, courteous and appropriate manner in order to promote and reflect the best interests of the City. While on the job or representing their department or the City, all employees are expected to maintain an appearance that promotes a clean, positive and professional image. Employees are expected to dress in attire or uniform that is appropriate or required for the workplace and

his/her work assignment. Employees are expected to maintain a high standard of cleanliness and personal hygiene.

5.9 Rules of Conduct

Disclaimer: The policies and procedures stated in this manual and in other personnel statements or materials issued by the City are not intended to create either expressed or implied contract rights respecting the procedures, terms, conditions, or duration of employment nor other obligation or liability on the part of the City. The State of Utah is an “at will” employment state. Accordingly, employment with the City is on an at-will basis, meaning that it may be terminated by the employee or City Manager at any time, for any reason or for no reason, without notice, and without procedures or formality.

The City believes that certain rules and regulations regarding employee conduct and behavior are necessary for efficient business operations and for the benefit and safety of all employees. Conduct that interferes with operations, discredits the City, and/or is offensive to customers, the public, or coworkers will not be tolerated and may result in immediate dismissal.

Inappropriate actions include but are not limited to:

- Refusal to support department and/or City goals and programs.
- Sleeping on the job.
- Neglect of duty.
- Disrespectful behavior and/or poor attitude.
- Failure or willful refusal to perform work as directed and/or insubordination.
- Lack of cooperation with or impeding a department, City or Police investigation.
- Negligence in observing or reporting fire prevention issues (including smoking in designated areas only), safety regulations or any condition that may cause harm to employees or the general public.
- Improper notification of sick leave to Manager; not providing notice of known upcoming sick leave of three or more days or not providing doctor’s note after three or more days of consecutive days of day-to-day sick leave (see section [4.16 Sick Leave & Sick Leave FMLA](#)); habitual tardiness or absenteeism.
- Unwillingness or inability to work in harmony with others. Behavior which shows clear lack of courtesy, and/or creates irritation or friction with others.
- Soliciting or distributing non-related City products and/or programs via e-mail and/or in person.
- Deliberate omission, alteration or falsification of information on employment applications, time records, medical reports, expense records, absentee reports, work related injury reports, unemployment reports, or other City records.
- Reporting to work under the influence of alcohol, illegal drugs, or narcotics; using, selling, or dispensing illegal drugs or narcotics on City premises; reporting to work under the influence of over-the-counter (OTC) drugs that may adversely affect performance or safety of the employee or others.
- Failure to reasonably comply with City policies governing City communications systems.

- Breach of confidentiality.
- Lack of proper hygiene, clothing inappropriate for the workplace. Failure to maintain uniforms to department standards.
- Engaging in or threatening acts of workplace violence, including but not limited to:
 - Possessing firearms or other weapons on City property with the exception of Peace Officers and Law Enforcement Officials as defined by [Utah Code Section §76-10-523](#) and as authorized by [Utah Code Section §53-5-704](#).
 - Fighting or assaulting a co-worker, guest, visitor, or customer
 - Threatening or intimidating a co-worker, guest, visitor or customer
 - Engaging in any form of harassment.
- Stealing, destroying, defacing, or misusing City property or another employee's, customers, or guest's property.
- Misusing City communications systems including electronic mail, computers, Internet access, and telephones.
- Refusing to follow instructions concerning a job-related matter or insubordination.
- Failing to wear assigned safety equipment or failing to abide by safety rules or policies.
- Smoking where prohibited by section [5.20 Smoking](#), local and/or Utah State law.
- Using profanity or abusive language or actions.
- Gambling on City property.

The examples of inappropriate behavior described above are not intended to be an all-inclusive list. At management's discretion, any violation of the City's policies or any conduct considered inappropriate or unsatisfactory may subject an employee to disciplinary action up to and including termination. Any questions in connection with this policy should be directed to your supervisor or to Human Resources.

Employees are expected at all times to conduct themselves in a positive and appropriate manner in order to promote and reflect the best interests of the City. Appropriate employee conduct includes:

- Treating customers, visitors, the public and co-workers in a courteous and respectful manner.
- Refraining from behavior or conduct that is offensive or undesirable, or which is contrary to the City's best interests or core values.
- Reporting to management any suspicious, unethical or illegal conduct by co-workers, customers, suppliers or vendors.
- Reporting to management any threatening or potentially violent behavior by coworkers, customers or suppliers.
- Cooperating with a department, City or Police investigation.
- Complying with all City safety and security regulations.
- Wearing clothing appropriate for the work being performed.
- Performing assigned tasks efficiently and according to established quality

standards.

- Reporting to work punctually and as scheduled.
- Giving proper advance notice when unable to work or report on time according to section [4.11 Absences and Tardiness](#) or specific department policies.
- Smoking only at times and in places not prohibited by section [5.20 Smoking](#), and local or Utah State law.

5.10 [Harassment](#)

The City is committed to the belief that all employees have the right to work in an environment that is free from discrimination and harassment. The City strictly prohibits harassment of or by its employees, vendors, customers or others who enter our workplace in any form. All employees at any level of employment with the City must avoid offensive or inappropriate harassing behavior, and the City holds employees responsible for ensuring that the workplace is free from any type of harassment. Employees should at all times treat other employees with respect, dignity, and in a manner so as not to offend the sensibility of their co-workers. The City is committed to the vigorous enforcement of its harassment policy at all levels of employment and in all City workplaces.

The City bases its harassment policy on Title VII of the Civil Rights Act of 1964, the Equal Pay Act of 1963, the Age Discrimination in Employment Act of 1967, Title I and Title V of the Americans with Disabilities Act of 1990, Sections 501 and 505 of the Rehabilitation Act of 1973 and the Civil Rights Act of 1991. It also bases its policy on the Equal Employment Opportunity Commission's (EEOC) definition of sexual harassment, which is: "Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly a term or condition of an individual's employment; (2) submission to or rejection of such by an individual is used as the basis for employment or decisions affecting such individual; or (3) such conduct has the purpose or effect or unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment."

Specifically, the City prohibits conduct that may include but is not limited to the following:

- a. Degrading words to describe an individual; threats; offensive comments; derogatory remarks; innuendos or taunts; off-color language or jokes; and sexually suggestive objects, books, magazines, photographs, cartoons, or pictures.
- b. Display, storage and/or transmitting of offensive, pornographic, racist or offensive language, signs, or images from any personal cell phone, PDA, computer or radio while on-duty.
- c. Any verbal or physical conduct that has the purpose or effect of creating an intimidating, hostile, or offensive working environment.
- d. Sexual harassment, including sexual harassment of women by men, men by women, and same sex harassment.
- e. Engaging in indecent exposure.

- f. Unwelcome sexual advances.
- g. Requests for sexual favors, whether or not accompanied by promises or threats with regard to the employment relationship.
- h. Other verbal or physical conduct of a sexual nature made to an employee that may threaten or insinuate, either explicitly or implicitly, that an employee's submission to or rejection of the sexual advances will in any way influence any personal decision regarding that person's employment, evaluation, wages, advancement, assigned duties, shifts, or any other condition of employment or career development.
- i. Other harassing conduct committed in the workplace by supervisors or non-supervisory personnel, whether physical or verbal.

Any type of harassing conduct may result in disciplinary action up to and including termination. Any supervisor or manager who has knowledge of such behavior yet takes no action to end it is also subject to disciplinary action. Employees are prohibited from harassing other employees whether or not the incidents of harassment occur on employer premises, or whether the incidents occur during business hours.

Employees who have complaints of harassment by anyone in the workplace including supervisors, co-workers or visitors, are urged to report such conduct to their supervisors or Department Managers, who will report the incident to the Human Resources Manager so that the City may investigate and resolve the problem. If the complaint involves an employee's supervisor or someone in the direct line of supervision, or if the employee for any reason is uncomfortable in dealing with his/her immediate supervisor, the employee may go directly to any Department Manager, any management team member or directly to the Human Resources Manager, City Attorney, or City Manager.

The City endeavors to investigate all complaints as expeditiously and professionally as possible. Where investigation confirms allegations of harassment, the City shall take appropriate corrective action.

If after careful investigation the City is unable to confirm an allegation of harassment, the City may transfer an employee to a new location where the employee will not have any contact with the alleged harasser.

To the extent possible by regulation or law, employees will be apprised of the investigation process and the conclusion of the investigation.

The City makes every attempt to keep confidential the information provided to it in the complaint and investigation process to the fullest extent permitted by the circumstances. Retaliation against employees for reporting harassment or for assisting the City in its investigation of a complaint is against the law and is not permitted. Retaliation may include, but is not limited to, such acts as refusing to recommend the employee for a benefit for which he/she qualifies, spreading rumors about the employee, encouraging hostility from co-

workers, and escalating the harassment.

If after investigating any complaint of harassment the City learns that an employee provided false information regarding the complaint, the City may take disciplinary action against the employee.

5.11 Retribution and/or Retaliation

Supervisors, managers and/or employees are not permitted to engage in any form of retaliation or retribution.

- **Retaliation:** the taking of any unfavorable job or employment action against an employee who in good faith reports suspected instances of inappropriate business conduct, activity, safety and/or policies and procedures violation.
- **Retribution:** the dispensing of any punishment (formal or informal) against an employee who in good faith reports suspected instances of inappropriate business conduct, activity, safety and/or policies and procedures violation.

Any supervisor, manager, or employee who engages in retribution or retaliation against a reporting employee is subject to disciplinary action up to and including termination. Any supervisor, manager or employee who purposely reports false information of retribution or retaliation in an attempt to settle personal grievances is subject to disciplinary action up to and including termination.

5.12 Use of Drugs and Alcohol

a. Objectives

Park City Municipal Corporation is concerned about employee health and safety. The City recognizes that illegal drug use and the abuse of alcohol can destroy health and adversely affect personal life and work performance. Employees who abuse drugs or alcohol are a source of danger to themselves and to their co-workers. The employee likely will incur medical costs much higher than those of other employees, which may increase health insurance premiums. In addition, the quality and efficiency of performance will suffer, and absenteeism and tardiness likely will increase. All of these symptoms of alcohol and drug abuse will damage the City's productivity and competitiveness in the marketplace.

To protect the safety of all employees and the general public and to prevent decreased productivity and work quality, the City may require employees to submit to testing for illegal drugs or alcohol under the following circumstances:

1. Investigation of possible individual employee impairment;
2. Investigation of accidents in the work place or incidents of work place theft;
3. Maintenance of safety for employees or the general public; or
4. Maintenance of productivity, quality of products or services, or security of property or information.

b. Definitions

The following definitions apply:

1. **Alcohol** - ethyl alcohol or ethanol.
2. **Illegal Drugs** - any substance recognized as a drug in the United States Pharmacopoeia, the National Formulary, the Homeopathic Pharmacopoeia, or other drug compendia, or supplement to any of those compendia or substances declared illegal under applicable state statutes (such as “spice,” “bath salts,” and similar natural or synthetic drugs). The term Illegal Drugs does not include a drug taken in accordance with a valid prescription if taken as prescribed or other use authorized by law.
3. **Positive Test Results** - the results of a test for Alcohol or drugs that shows the presence of detectable levels of Alcohol (detectable defined as blood alcohol level of .04 or above) or Illegal Drugs in your system (including without limitation blood and urine.)
4. **Under the influence** - (a) to be unable to perform work in a safe or productive manner, OR (b) to have impaired judgment, OR (c) to be a potential threat to personal safety or welfare or that of other employees or the general public, OR (d) to be impaired in physical or mental functioning in any respect resulting from the use of Alcohol or Illegal Drugs, OR (e) to receive a Positive Test Result indicating the presence of detectable levels of Alcohol or Illegal Drugs in your system.
5. **Park City Municipal Corporation Premises** - (a) all property, offices, facilities, manufacturing plants, land, buildings, structures, and installations used by the City in the course and scope of his/her employment; (b) automobiles, trucks, and all other vehicles and equipment, whether owned or leased by Park City Municipal Corporation or used by an employee in the course and scope of his/her employment; (c) any parking lot or any automobile parked on any parking lot used by employees of Park City Municipal Corporation to park their personal vehicles during work hours, (d) automobiles owned or leased by employees while those automobiles are being used on the City’s business. The term Park City Municipal Corporation Premises also includes all customer properties, areas under Park City Municipal Corporation’s control, and any other work locations or mode of transportation to and from those locations during working time and while in the course and scope of employment with Park City Municipal Corporation or while conducting City business.

c. Policy Application

This policy applies to all City employees, volunteers and employment applicants. Park City Municipal Corporation will discipline any employee, up to and including immediate discharge, or refuse to hire any job applicant who violates this policy.

d. General Rules

1. Employees may NOT be under the influence of Alcohol while performing job responsibilities, operating an automobile, truck or other vehicle or equipment leased or owned by the City, operating a personal vehicle while on business for the City. Exceptions may be allowed for City functions (See section [5.11 Alcohol and Drug Use I. Alcohol Consumption at City Functions](#)).

2. Employees may NOT use or be under the influence of Illegal Drugs, regardless of whether the Illegal Drug use has any adverse impact on job performance.
3. Employees may NOT unlawfully use, manufacture, distribute, possess, purchase, or sell Illegal Drugs or Alcohol at any time. If convicted of a crime (under state or federal law) as the result of unlawful use, manufacture, distribution, possession, purchase, sale of Illegal Drugs or Alcohol, or DUI employees must report the conviction to the Human Resources Manager or the City Manager within 5 working days of conviction.
4. Employees may NOT tamper with the testing procedure in any manner that is designed to or that reasonably could interfere with the accuracy of the testing procedure [e.g., using an adulterant (either by ingesting a substance into the body or adding a substance to the testing sample in an attempt to interfere with or negate the test results), attempting to hydrate the body prior to testing or substituting urine or any other substance for the testing sample].

The Park City Municipal Corporation will discipline employees who violate any of the General Rules discussed above up to and including termination.

e. Drug and Alcohol Testing

Park City Municipal Corporation, in its sole discretion, may require employees to submit to a test for the presence of Illegal Drugs (including legal drugs not taken in accordance with a lawful prescription) and/or Alcohol under the following circumstances:

1. Pre-Employment Testing: As mentioned in section [2.5 Pre-Employment Drug Testing](#), the City has a responsibility to employees to make a reasonable effort to provide a safe work place and a responsibility to the public to make a reasonable effort to promote public safety. Therefore, applicants may be required to submit and pass a drug screening test as a condition of employment. Positive test results will make candidates ineligible for hire for a minimum of one year.

2. Post-Accident Testing: Employees will be required to sign the appropriate consent and release form(s) and allow Park City Municipal Corporation to test them for Illegal Drugs and/or Alcohol if employees are involved in: (a) any on-the-job accident or other incident where the City ~~reasonably has reasonable suspicion~~ believes that Illegal Drug and/or Alcohol use may have been involved; (b) any on-the-job personal injury accident that results in the need for medical treatment by a clinic or hospital; or (c) any on-the-job accident which results in damages to property estimated equal to or in excess of \$21,500 commensurate with [Utah Code Ann. 41-6a-401 as amended](#). Park City Municipal Corporation will require post-accident testing for Alcohol only if it ~~reasonably has reasonable suspicion~~ believes that the use of Alcohol may have caused or contributed to the accident.

3. Reasonable Suspicion For Cause Testing: If a City supervisor ~~reasonably has~~ reasonable suspicion that believes an employee is using and/or under the influence of Illegal Drugs and/or Alcohol on Park City Municipal Corporation Premises, the employee will be required to sign the appropriate consent and release form(s) and allow the City to test for Illegal Drugs and/or Alcohol. Indications of individual, job-related impairment that constitute grounds for requesting a drug or Alcohol test include, but are not limited to, the manifestation of physical or physiological signs, symptoms, or reactions commonly caused by the consumption or ingestion of Alcohol or drugs (i.e., the odor of Alcohol, slurred or thickened speech, apparent loss of coordination or unsteady gait, or uncharacteristic emotional behavior), failure to meet performance standards, and attendance and tardiness problems. Any City supervisor or employee who observes possible Illegal Drug or Alcohol use must immediately inform the Human Resources Manager or the City Manager.

4. ~~Random Testing testing for employees with a CDL:~~ The Federal Highway Administration has Drug and Alcohol Rules for employees individuals who have a commercial driver's license (CDL). These rules are available in the Code of Federal Regulations Title 49 Part 382. Park City may perform random testing for employees individuals required to have a CDL, in accordance with these rules. Federal Highway Administration requirements.

The City will count the time needed for testing as hours worked for compensation and benefits. Park City Municipal Corporation will keep written records of testing for Illegal Drugs and Alcohol. The City will treat all information, interviews, reports, statements, memoranda, or test results as confidential communications and will keep the information in a file separate from your personnel file. In accordance with state law, Park City Municipal Corporation will not provide information regarding testing results to any third party except as specifically allowed by law.

Employees will be discharged if he/she refuses to sign a requested release form(s) or to submit to testing for Illegal Drugs and/or Alcohol OR if he/she tampers with the testing procedure in any manner that is designed to or that could nullify or interfere with the accuracy of the testing procedure. The City will discipline employees who receive a Positive Test Result for the presence of Illegal Drugs or Alcohol up to and including termination.

f. Testing Procedure

Employees will be transported to a testing facility and accompanied within a close proximity during testing by a Supervisor or designee. A licensed physician, testing clinic, or laboratory established by the City that meets applicable standards will collect the testing sample. Samples will be collected with reasonable regard for privacy unless the licensed physician, testing clinic, or laboratory reasonably believes that employees have altered or made substitutions to the testing sample.

A federally or state-certified laboratory or other appropriate laboratory facility will conduct the testing. Any Positive Test Result will be identified or confirmed by gas chromatography, gas chromatography-mass spectroscopy, or other comparably reliable analytical method, as determined by the testing laboratory. In the event the laboratory uses a testing sample other than a urine sample, it will use testing procedures (including appropriate confirmation testing) that meet applicable standards.

If the employee tampers with the testing procedure in any manner that is designed to or that reasonably could interfere with the accuracy of the testing procedure [e.g., using an adulterant (either by ingesting a substance into their body or adding a substance to their testing sample in an attempt to interfere with or negate the test results), attempting to hydrate the body prior to testing, or substituting urine or any other substance for the testing sample], the City will terminate their employment.

The laboratory will use testing procedures for the presence of Alcohol that meet applicable standards.

Park City Municipal Corporation will use a medical review officer (MRO) to interpret any first or second- test confirmed positive result. An MRO is a licensed health care provider who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate a positive test result as it relates to your medical history and any other biomedical information. The MRO will discuss the Positive Test Result with the employee, including obtaining information that may explain the Positive Test Result (e.g., drug taken in accordance with a lawful prescription, circumstances that may explain a false positive, etc.). If, after evaluating the information received from the employee, the MRO determines that the employee's Positive Test Result was the result of use of Illegal Drugs or Alcohol (including without limitation the taking of a drug not in accordance with a lawful prescription or over-the-counter instructions), the MRO will inform the Human Resources Manager or designee.

At the discretion of the City and employee, employees receiving a positive test result may be directed to the City's Employee Assistance Program (EAP). Employees will be subject to any treatment plan developed by the EAP and the City. The cost of the treatment will be the responsibility of the employee unless designated otherwise by the City Manager. However, the City maintains the right to terminate an employee at its discretion at any stage of the treatment process. Treatment will not be in lieu of discipline up to and including termination.

Employees will not be notified of negative test results unless he/she requests the test result from the City in writing within a reasonable time following the test.

The City will pay all costs of testing for Illegal Drugs and Alcohol required by the City, including the cost of transportation if the testing is conducted at a place other than the work site.

g. Appeal Procedure

If an employee receives a Positive Test Result, he/she may, at his/her option, contact the testing laboratory and request a new test of the same sample *at his/her own expense*. Any

request for a re-test must occur within three business days of the date he/she is notified of a Positive Test Result (please contact Human Resources to obtain contact information for the testing laboratory). It also is the employee's responsibility to notify the City after he/she has requested a re-test of the original sample. The City has no responsibility to ensure that the re-test occurs. The results of any re-test must be forwarded by the testing laboratory directly to the City. If employees do not receive a Positive Test Result on the new test, the City may request that he/she sign the appropriate consent and release form(s) and be tested a final time. The final test may be of the same or of a new sample, at the City's sole discretion. If employees refuse to sign the appropriate consent and release form(s) for the final test, he/she will be discharged. If employees receive a Positive Test Result on the final test, the City may discipline up to and including termination.

h. Consent and Release Form(s)

At the time an employee is required to undergo testing for Illegal Drugs and/or Alcohol, he/she will be required to sign consent and release form(s) approved by the City at the testing facilities identified by the City. An employee will be discharged if he/she refuses to sign the consent and release form(s).

i. Use of Prescription Drugs or Over-the-Counter Medications

This policy does not prohibit the normal use of prescription drugs as ordered by a licensed health care provider or of over-the-counter medications. However, while employees are on Park City Municipal Corporation Premises, the City prohibits the use of any prescription medication that is not prescribed for the employee or that is not taken in accordance with the prescription instructions. In addition, the City prohibits the abuse of over-the-counter medications on City Premises.

In accordance with Utah Code Title 26, Chapter 61a or Utah Code section 58-37-3.7, the City shall treat an employee's use of medical cannabis in the same way the City treats employee use of any prescribed controlled substance except when the employee's position requires federal funding, federal security clearance, or any other federal background determination required for the employee's position.

The following general statements will apply:

1. If the employee has been informed by label warnings or physician instructions or otherwise has reason to believe that his/her use of any prescription drug or over-the-counter medication may interfere with his/her ability to perform the essential functions of his/her job, the City encourages the employee to speak to his/her supervisor or the Human Resources Manager. Examples of drug side-effects that may interfere with an employee's ability to perform the essential functions of his/her job include but are not limited to: drowsiness, restricted vision, or restricted motor control. The City will take steps as required by law to reasonably accommodate employees and to prevent a significant risk of substantial harm to the health and safety of employees and co-workers. Nothing set forth in this paragraph shall impose any contractual or other obligation on the part of Park City Municipal Corporation except as required by the

Americans with Disabilities Act or any state or local statute or regulation prohibiting discrimination on the basis of disability or handicap.

2. While on Park City Municipal Corporation Premises, employees must NOT consume prescription drugs more often than instructed on the prescription label.
3. While on Park City Municipal Corporation/Customer Premises, employees must NOT allow a co-worker or other person to take the prescription medications of others.
4. While on Park City Municipal Corporation Premises, employees must keep all prescription and over-the-counter medication in its original container. All prescription medication must be in the name of the employee and have the doctor's name and prescription number on the label.

Employees may use over-the-counter medications or prescription medication provided that it will not adversely affect work performance. However, Park City Municipal Corporation at all times reserves the right to have a licensed health care provider determine if use of a prescription or over-the-counter drug or medication may adversely affect job performance or increase the risk of injury to employees or co-workers. In that event, the Park City Municipal Corporation may limit or suspend work activities until employees are no longer using the over-the-counter medication or prescription drug, in accordance with applicable federal and state law.

j. Americans with Disabilities Act

Alcoholism is considered a disability under the Americans with Disabilities Act. If an employee believes he/she may suffer from Alcohol abuse associated with alcoholism, the City strongly encourages him/her to contact the Human Resources Manager or the City Manager. In accordance with the Americans with Disabilities Act, Park City Municipal Corporation will make reasonable accommodations if the employee suffers from alcoholism, including encouraging employees to participate in rehabilitation programs.

If an employee suffers from alcoholism, he/she will be held to the same job performance standards and behavior as other employees. The City will not tolerate tardiness, absenteeism, accidents, or other unsatisfactory job performance caused or created by alcoholism. The City will discipline an employee if alcoholism adversely affects job performance or conduct so that the employee may no longer be considered a qualified individual with a disability.

k. Rehabilitation

Park City Municipal Corporation does not have an Alcohol or drug rehabilitation program. However, if an employee believes he/she may have a substance abuse problem and would like assistance, please contact the Human Resources Manager. The City will not discipline an employee solely for seeking assistance or for admitting the use of Illegal Drugs or Alcohol. Employees disclosing the use of Illegal Drugs or the use of Alcohol at work, who have not received a request for testing from the City, will be referred to the City's EAP. The City will treat the request confidentially. Employees may receive financial assistance for rehabilitation programs through the City's group medical benefit plan, subject to the terms, conditions, and limitations set forth therein. The City may allow an employee a leave of absence to obtain treatment.

If an employee seeks assistance for an Illegal Drug or Alcohol abuse problem only after being notified that he/she will be tested, he/she will be required to complete the testing and may be disciplined for violation of this Policy.

Nothing in this section prevents Park City Municipal Corporation from disciplining an employee for any violation of this policy. Nothing in this policy modifies an employee's status as an at-will employee.

1. Alcohol Consumption at City Functions

Possession, consumption or use of alcoholic beverages at City functions may occur only with prior approval from the City Manager and Manager of the department organizing the event. After granting approval, the manager of the organizing department has ultimate responsibility for ensuring that employees adhere to the guidelines presented below. All employees are responsible for adherence to City policy and event consumption limitations. Failure to do so may result in disciplinary action up to and including termination.

City functions to which this policy applies may include, but are not limited to: receptions, meetings, recruitment socials, retirement and anniversary parties, end of season celebrations, City events and parties and service award recognition events.

Employees are subject to City policy on alcohol consumption unless an exception has been made by the City Manager if one of the following criteria is met:

- Alcohol consumed was purchased using City funds.
- Employees attending an event are operating in an official capacity as a required job function.

City functions involving the consumption of alcohol must adhere to the following:

1. Employees who choose to drink alcoholic beverages at City functions are expected to behave in accordance with usual business standards and all City policies.
2. The department manager of the department organizing a function where alcohol is served is responsible for ensuring adherence to these guidelines.
3. Alcoholic beverages are not served in offices or work areas.
4. Alcoholic beverages are served, rather than simply made available, to those who wish to partake. Self-serving of alcoholic beverages at City functions is strictly prohibited.
5. Any off-site functions are held in appropriately licensed facilities, with drinks served by professional bartenders.
6. Food must be available.
7. Alcoholic beverages will be served for a restricted period of time; generally no more than two hours. Possible exception: If the function is planned for a long period of time, e.g., a full or half day, alcohol may be served for a longer period with prior City Manager approval. However, alcohol service must cease no less than one hour prior to the end of the function.
8. Alcohol is not to be served to minors or anyone who appears to be impaired.

9. Safe passage home must be pre-arranged by an employee who plans to consume alcoholic beverages at City functions.

Employees are expected to use good judgment and discretion in regards to the use of alcohol.

5.13 Workplace Violence

Park City Municipal Corporation provides a safe workplace for all employees. To ensure a safe workplace and to reduce the risk of violence, all employees should review and understand all provisions of this workplace violence policy. The following guidelines have been adopted to deal with intimidation, harassment, or other threats of (or actual) violence that may occur during business hours or on its premises. This policy applies to all full-time regular, special employment appointments, part-time and seasonal employees.

All employees (including managers, supervisors, part-time, seasonal, student interns and

special employment agreement) and volunteers should be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, "horseplay," or other conduct that may be dangerous to others. Firearms, weapons, and other dangerous or hazardous devices or substances are prohibited from the premises of Park City Municipal Corporation without proper authorization. Possessing firearms or other weapons on City property with the exception of Peace Officers and Law Enforcement Officials as defined by [Utah Code Section §76-10-523](#) and as authorized by [Utah Code Section §53-5-704](#) is prohibited.

Conduct that threatens, intimidates, or coerces another employee, a customer, or a member of the public will not be tolerated. This prohibition includes all acts of harassment, including harassment that is based on an individual's sex, race, age, or any characteristic protected by federal, state, or local law.

All threats of (or actual) violence, both direct and indirect, should be reported as soon as possible to the employee's immediate supervisor or any other member of management. This includes threats by employees, as well as threats by customers, vendors, solicitors, or other members of the public. When reporting a threat of violence, the employee should be as specific and detailed as possible.

All suspicious individuals or activities should also be reported as soon as possible to a supervisor. Do not place yourself in peril. If you see or hear a commotion or disturbance near your work station, do not try to intercede or see what is happening.

Park City Municipal Corporation will promptly and thoroughly investigate all reports of threats of (or actual) violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as is practical. In order to maintain workplace safety and the integrity of its investigation, Park City Municipal Corporation may suspend employees, either with or without pay, pending investigation.

Anyone determined to be responsible for threats of (or actual) violence or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action up to and including termination of employment.

Any type of workplace violence committed by or against employees will not be tolerated. The following list of behaviors, while not all inclusive, provides examples of conduct that is prohibited:

- Causing physical injury to another person
- Making threatening remarks
- Aggressive or hostile behavior that creates a reasonable fear of injury to another person or subjects another individual to emotional distress
- Intentionally damaging employer property or property of another employee
- Possessing firearms or other weapons on City property or while on City business with the exception of Peace Officers and Law Enforcement Officials as defined by [Utah](#)

[Code Section §76-10-523](#) and as authorized by [Utah Code Section §53-5-704](#)

- Committing acts motivated by, or related to, sexual harassment or domestic violence

Any potentially dangerous situations must be reported immediately to a supervisor, manager or the Human Resource Department. Employees are expected to exercise good judgment in recognizing dangerous situations. Such behavior includes:

- Discussing weapons or bringing them to the workplace
- Displaying overt signs of extreme stress, resentment, hostility, or anger
- Making threatening remarks
- Sudden or significant deterioration of performance
- Displaying irrational or inappropriate behavior

Employees are encouraged to bring their disputes or differences with other employees to the attention of their supervisors or the Human Resources Department before the situation escalates into potential violence. Park City Municipal Corporation is eager to assist in the resolution of employee disputes, and will not discipline employees for raising such concerns.

At any time if employees or the general public are threatened or may be in danger, please contact the Park City Police Department or dial 911 immediately.

5.14 [Outside Employment](#)

Outside employment includes self-employment and is defined as the performance of work other than City work for self or others for compensation. Full-time regular employees must provide a request for permission to accept outside employment to their Manager and the Human Resources Department, which will then forward the information to the City Manager. Outside employment must be approved by the City Manager. Outside employment permission forms are available in Human Resources or on the employee portal (ep.parkcity.org). Failure to provide notification of outside employment may result in disciplinary action up to and including termination. The request should include any pertinent information about the outside employer, the nature of the employment, and the hours of employment. Outside employment will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, refusal to travel or refusal to work overtime or different hours. Permission shall not be given if it is determined that such outside employment is likely to physically or mentally hamper the employee in his/her ability to do the job required of him/her by the City, or if it is likely to reflect discredit on the City's service or the employee, or if it is in conflict with one's position as a City employee. Any changes to position or employer must be re-approved.

Approval of outside employment is valid until the February following its approval. In September of each year all full-time regular employees must complete a new Outside Employment form and have his or her Manager, the Human Resources Department and the City Manager re-approve the outside employment position.

5.15 [Disciplinary Procedures](#)

Disclaimer: The policies and procedures stated in this manual and in other personnel statements or materials issued by the City are not intended to create either express or implied contracts respecting the procedures, terms, conditions, or duration of employment, or other obligation or liability on the part of the City. Unless otherwise provided by State law, employment with the City is at-will and shall remain as such notwithstanding the procedures below, meaning that it may be terminated by the employer or City Manager at any time, for any reason or for no reason, without notice, and without procedure or formality.

It is the City's policy that all employees are expected to comply with City standards of behavior and performance, and that any noncompliance with these standards must be corrected.

Under normal circumstances, the City endorses a policy of progressive discipline in which it attempts to provide employees with notice of deficiencies and/or inappropriate behaviors and an opportunity to improve or correct deficiencies or behaviors. The procedures set out below are as complete as the City can reasonably make them. However, they are not necessarily all inclusive. The City may vary from the rules/procedures listed if, in its opinion, the circumstances require. As such, the City retains the right to administer discipline in any manner approved by the City Manager. This policy does not modify the status of employees who are employee's at-will. Supervisors must have manager approval before issuing any reprimands. Managers must meet with the Human Resources Manager or his/her designee prior to issuing any reprimand.

The normal application of progressive discipline:

Verbal Reprimand: If an employee is not meeting City standards of behavior or performance, the employee's supervisor should take the following action:

- a. Supervisor shall discuss the matter with the employee.
- b. Inform the employee of the nature of the problem and the action necessary to correct it. Explain what constitutes proper conduct, standards of behavior or performance.
- c. The supervisor should prepare a written record documenting the meeting has taken place.
- d. Verbal reprimands should be submitted to the Human Resources Department. They are not filed in employees' files.

1st Written Reprimand: If there is a second occurrence or intentional or repeated related or unrelated offenses:

- e. Employee receives written notice of discipline or reprimand following intentional or repeated or unrelated offenses. A copy of the written notice is placed in the employee's personnel file.
- f. The supervisor may suspend the employee with or without pay as approved by the City Manager.

- g. Written reprimands should be submitted to the Human Resources Department. They are filed in employees' files.

2nd Written Reprimand: If there are additional occurrences, the supervisor should take the following action depending on the severity of the conduct or offenses:

- h. Employee receives final written notice of discipline or reprimand following serious misconduct or further repeated related or unrelated offenses.
- i. The supervisor may suspend the employee with or without pay as approved by the City Manager.
- j. Written reprimands should be submitted to the Human Resources Department. They are filed in employees' files.

Termination: Employee is recommended for termination as the result of a serious offense or the final step in the progressive discipline process. Discharged employees may have rights of appeal as set forth in [Section 6 Procedures for Employee Complaints, Discharge and Transfer Appeals](#) of this Manual.

Employees, although they may not necessarily agree with the disciplinary action, must sign the form or memorandum signifying that they are aware that disciplinary action has been taken against them. If an employee refuses to acknowledge the disciplinary action with his/her signature, the supervisor shall have another supervisor witness the refusal and both supervisors will sign indicating the employee's refusal.

A Supervisor may recommend removing a written record from the employee's file after a specified time of meeting certain performance conditions outlined in the written notice or a subsequent performance review, with the approval of Human Resources and the City Manager. The specified time shall at a minimum include one (1) year. A written notice may be removed after that specified time based upon satisfactory performance as it relates to outlined conditions, no additional performance issues, and with the approval of the supervisor, Human Resources and the City Manager. The removal of written records is generally disfavored and may be approved or denied in the sole discretion of the City Manager.

Removal requests will typically only be considered for relatively minor matters where the City Manager finds no further personnel need for the record and the employee's employment history would be unnecessarily tarnished by its continued inclusion in the file. Denials of such requests are not considered adverse job actions and may not be appealed.

5.16 [Strikes and Work Stoppages](#)

Every City employee, by accepting or retaining a position with the City, agrees that he/she will not engage in, threaten to engage in, encourage, or plan any strike or job action, whether it be in the nature of an immediate walk out or resignation after notice or job slow down. Any

violation of this section shall be grounds for removal from the City employment and grounds for refusal of reinstatement or employment within the City.

5.17 Solicitations

Solicitations by employees or unauthorized vendors on City premises are prohibited. The prohibition applies both to employees on working time and to non-employees.

5.18 Gratuities

All employees who accept any type of gratuity (anything of monetary value) must report it on their timecard as wages commensurate with the IRS tips reporting guidelines referenced in [Publication 531, Reporting Tip Income](#). Employees shall not directly or indirectly solicit any gift or receive any gift whether in form of money, services, loan, travel, entertainment, hospitality, promise, or any other form except as specifically provided herein. Employees may be permitted to accept food and items of nominal value as defined by [Utah Code Section §3-1-4\(C\)](#), Title 3 of the Municipal Code. Any employee who is uncertain whether an offered gratuity may be accepted may request a ruling from the City Attorney as to the propriety of the offered gift.

Official Master Festival and Special Event sponsorship materials, tickets and event invitations that the City receives in its corporate capacity which may be distributed to officials and/or employees by the City Manager in his/her sole discretion shall not be considered a gift or gratuity for purposes of this section.

5.19 Information Technology (IT)

a. City Business Use

In general, IT systems and services are provided for City business, this includes but is not limited to computer equipment, phones, printers, photocopiers, FAX devices, email services, software, Internet access, wireless services (Wi-Fi, 3G/4G) and data storage. City systems are not to be used in a way that may be disruptive, offensive to others, in conflict with city business operations, or harmful to morale.

Users should have no expectation of privacy when using City equipment, data or networks. All electronic files and messages, sent and received using City systems or City provided Internet access, including web-based messaging systems, are subject to viewing, inspection, release, and archiving by authorized personnel at all times to the extent that such rights are not superseded by applicable laws. The City will comply with reasonable and compulsory requests from law enforcement and regulatory agencies for electronic records.

Users are responsible for the security of the equipment and data. It is paramount that users protect City and personal data. Do not store, copy, share or transmit any confidential data including but not limited to passwords, social security numbers, bank routing information, and

credit card numbers outside of appropriate City Systems.

All City records must be maintained pursuant to City retention policies. It is prohibited to destroy, delete, erase or conceal City files or otherwise making such files or data unavailable or inaccessible in any manner inconsistent with such policies.

b. Internet Use

This policy governs all uses of Park City's network and Internet/intranet access at all offices, hotels, airports, employees' homes, and any other location when such access is for work purposes or on City equipment.

The Park City network and Internet access are intended primarily for business use only. Employees may access the Internet for personal use only during nonworking hours, and strictly in compliance with the terms of this policy.

All information created, transmitted, acquired, downloaded, or uploaded via the organization's network and Internet or intranet is the property of Park City Municipal Corporation. Employees should have no expectation of privacy regarding this information. The organization reserves the right to access, read, review, monitor and copy all messages, content and files on its computer system or network enabled device at any time and without notice. When deemed necessary, the organization may disclose text or images to law enforcement agencies or other third parties without the employee's consent.

Employees are reminded that information obtained from the Internet is not always reliable and should be verified for accuracy before it is used.

c. Prohibited Activities

Employees are prohibited from using Park City's network or Internet access for the following activities, unless as part of an active internal or Police investigation:

- i. Downloading and/or installing software without the prior written approval from the IT Director.
- ii. Disseminating or printing copyrighted materials, including articles and software, in violation of copyright laws including the use of peer-to-peer file sharing and/or storage of such materials on any city owned equipment.
- iii. Sending, receiving, printing, or otherwise disseminating Park City Corporation's proprietary data, or other confidential information in violation of organizational policy or written agreements.
- iv. Operating a business, election campaign activity, usurping business opportunities, soliciting money for personal gain, or searching for jobs outside Park City Municipal Corporation.
- v. Making offensive or harassing statements and/or disparaging others based on race, color, religion, national origin, veteran status, ancestry, disability, age, sex or sexual

orientation.

- vi. Viewing, downloading, uploading, sending, or soliciting obscene or pornographic sites, messages or images or otherwise viewing, downloading, uploading, sending or displaying sites or messages which violate the City's harassment policies.
- vii. Visiting sites featuring pornography, terrorism, espionage, theft, or illegal drugs.

Gambling or engaging in any other criminal activity in violation of local, state or federal law.

Engaging in unethical activities or content.

Participating in activities, viewing, or writing content that could damage Park City Municipal Corporation's professional reputation.

d. Compliance and Violations

1. Managers are responsible for ensuring employee compliance with this policy.
2. Employees who learn of policy violations should notify the HR or IT manager(s).
3. Employees who violate this policy or use Park City's network, Internet, or intranet access for improper purposes will be subject to discipline, up to and including termination.

e. Email Standardization

Professional e-mail transmission is important to maintaining the positive image of the City, its business and its government and therefore must adhere to the following guidelines: E-mail background must be white. All signature elements including logo, font and color must be found on the city's style reference website: <http://style.parkcity.org>

The City's policy on access to and disclosure of electronic mail messages sent or received by Park City Municipal Corporation employees who use the electronic mail system may be changed at any time.

All electronic communication, phone, e-mail, text, smartphone, PDA, etc. are solely owned City property. Notwithstanding the assigning of individual passwords, the City reserves the right to access and disclose all messages sent over its electronic mail system and server domain or any communication system at any time for any business purpose including but not limited to ensuring employee performance and protecting confidential information.

Employees should not attempt to gain access to another employee's e-mail account or e-mail messages without the latter's express permission. However, City management reserves the

right to enter an employee's e-mail files whenever there is a legitimate business need to do so. However, nothing herein shall affect the classification of e-mail pursuant to the Utah Government Records and Retention Act, or other state and federal standards.

E-mail transmissions are not actually deleted when a City employee deletes them from his/her computer. Deleted e-mail remains in memory storage and can be accessed by outside parties in the event of a lawsuit or other investigation. Because e-mail transmissions are discoverable documentary evidence, employees may be asked to explain e-mail transmissions before a judge in a court of law in the event that the City is involved in a lawsuit.

Transmission between any Park City employee and the Park City Legal Department which contains substantive legal material should be labeled "protected attorney-client communication," but absences of such label shall not preclude the City from classifying such communication as "protected" after the fact.

f. Support

Technical support, record requests and GIS services are provided during regular business hours (8 am – 5 pm Monday-Friday). After-hours emergency support should only be utilized when critical services are unavailable or no other alternative exists. Unscheduled walk-in support is discouraged.

Web: <http://5123.parkcity.org> – Internal network only
Email: 5123@parkcity.org
Phone: 435-615-5123 (EMERGENCY SUPPORT ONLY)

g. Geographic Information Systems (GIS)

GIS data cannot be distributed or resold without permission. All data that is distributed requires a signed agreement. Contact IT support for more information. All GIS data must be saved in "GISDATA" or "CITYWIDE" network share.

Use of plotter may result in material costs to you or your department. Please make arrangements well in advance of your deadline.

h. Training

IT/GIS training are offered throughout the year and upon request but do not include specialized trainings for individual industry or job functions. Training can be requested through support or through the employee portal (ep.parkcity.org).

i. Equipment & Software Requests

Contact IT for all technology requests including software, hardware, printers, copiers, GPS and accessories.

j. Social Media & Other Websites

No City department, official, or employee may create a social media site or an identity/entity/presence on a website (such as Twitter, Facebook, YouTube, internet blogs or chat rooms and other websites) regarding City affairs or content without the express approval of the Community Engagement Manager. Authorized sites shall have a designated purpose and staff member assigned to maintain and moderate content.

Generally, City sites shall not allow public citizen comment, except as approved by the City Manager for designated and published public purposes. All sites shall contain a link with the following prohibitions on content:

1. No comments unrelated to purpose;
2. No content that promotes discrimination or harassment;
3. No posts that constitute or encourage illegal activity;
4. No solicitations of commerce [except for authorized public bidding site(s)];
5. No sexually related content or links to sexually related content;
6. No profane language;
7. No content that violates a legal ownership interest of another party;
8. No information that compromises safety or security of any information or person;
9. No comments regarding political campaigns or ballot measures [state law prohibits use of City resources for such];

Employees posting on City sites or third party sites, if the posting occurred in the scope of employment or concerns City business or information, shall adhere to the following rules:

- Social networking and video site users are required to write/post content under their own names. Pseudonyms and anonymous postings are prohibited, when using City equipment or City-hosted social networking or video sites.
- Unless approved by the City, employees are prohibited from mentioning the City or identifying themselves as employees of the City via text, photos, art, City logos, City uniforms, City letterhead, City products, City trademarks, or any other image, copy, or content, when using a personal social networking and video site.
- Employees must incorporate the following legal disclaimer into their personal social networking pages and public video site posts when making statements regarding matters of public concern that may in any way impact or be related to City business: "The opinions expressed on this social networking profile (video site) are my own personal opinions. They do not reflect the opinions of my employer."
- Employees are prohibited from attacking, defaming, harassing, discriminating against, menacing, threatening, or otherwise exhibiting inappropriate or offensive behavior, attitudes, opinions, or commentary toward or about coworkers, supervisors, executives, customers, vendors, shareholders, the media, or other third parties, when using a personal social networking site or public video site.

- Employees are prohibited from disclosing confidential, protected, proprietary, or private information about the City or obtained in the scope of employment.
- Employees are prohibited from disclosing information in regards to the City, its products, services, financials, plans, employees, customers, partners, suppliers, or other third parties, when using a personal social networking site or public video site.
- Employees are prohibited from using a City-provided or personal cell phone or smartphone camera or video recorder to take, transmit, download, or upload to social networking or video sites any photos or videos of coworkers, executives, customers, suppliers, and any other third party without first securing the written permission of the subject if applicable and their Department Manager, and/or an authorized member of management.
- Employees are prohibited from using a City-provided or personal cell phone or Smartphone camera or video recorder to take, transmit, download, or upload any business- or City- related photos or videos to City computers, personal computers and social networking or video sites without first securing written permission from their Department Manager as well as an authorized member of City management if applicable. Banned photos and videos include, but are not limited to, the following:
 - o (1) “funny,” embarrassing, or unprofessional images of City employees, executives, customers, suppliers or other third parties;
 - o (2) City buildings (internal and external), offices, facilities, operations, services, confidential data, and internal documents;
 - o (3) City uniforms, logos, signage, trademarks, business cards, letterhead, literature, or any other printed or electronic content that can be used to identify the City or past and current employees.
- Employees are prohibited from disclosing financial information about the City without permission.
- Employees must adhere to the City’s written Personnel Policies and Procedures Handbook when using a personal social networking site or public video site. Prohibited content includes, but is not limited to, obscene, profane, adult-oriented, pornographic, harassing, discriminatory, menacing, threatening, and otherwise offensive text, art, photos, videos, graphics, cartoons, or other images and content.
- Employees may not post content or conduct activities that violates applicable local, state, or federal laws or regulations when using a personal social networking site or public video site, or a City-hosted social networking or video site.

Violation of City’s Social Media Site policy (or any other City policy) will result in disciplinary action, up to and including termination.

5.20 [Code of Ethics](#)

Park City employees are subject to the Code of Ethics, Title 3 of the Municipal Code and the Municipal Officers and Employees Ethics Act, [Section §10-3-1301 et seq.](#), Utah Code Annotated 1953, as amended, which establishes standards of conduct for employees to disclose actual or potential conflicts of interest between public and personal duties.

Employees are responsible for complying with the disclosure requirements for personal interest and restrictions governing the acceptance of gifts.

5.21 [Smoking](#)

All government buildings are designated as “smoke free” under [Utah Code Section §26-38-3 as annotated](#). The City recognizes that smoking in the workplace can adversely affect employees. Accordingly, smoking is restricted inside all City facilities. Smoking includes but is not limited to: tobacco, marijuana, and e- cigarettes. Smoking outside must conform to the rules set forth in the Utah Clean Air Act. Smoking is prohibited during the operation of City equipment or while driving City vehicles. Failure to comply with this policy may result in disciplinary procedure up to and including termination.

5.22 [Consumer Reports](#)

The City maintains the right to request consumer reports as a condition of hire, promotion or transfer when necessary, under the Fair Credit Reporting Act ([Title VI of the Consumer Credit Protection Act](#)). Consumer reports may consist of financial credit checks, criminal background checks, etc.

The City may at its discretion not extend an offer of employment, promotion or transfer to a candidate where debt history or standing may indicate financial irresponsibility for a position which requires financial honesty and aptitude.

[The National Child Protection Act of 1993 \(NCPA\)](#)

The NCPA as amended by the Volunteers for Children Act (VCA), authorizes a state and national criminal background check to determine the fitness of an employee or volunteer with unsupervised access to children, the elderly, or individuals with disabilities. Applicants for specified full-time, part-time, seasonal, and volunteer positions in which there may be unsupervised access or exposure to children, the elderly, or individuals with disabilities, will be required to apply for a criminal history background check as a condition of employment or volunteer purposes prior to final determination of appointment. The City reserves the right to deny employment or acceptance of a volunteer position to any person convicted of, or is under pending indictment for, a crime that bears upon his/her fitness to be employed or serve as a volunteer for a position of trust over children, vulnerable adults or persons with disabilities.

Candidates for employment who are required to submit to consumer reports such as background and/or credit checks must provide written authorization to do so, and may expect the following:

- Be notified before a report is obtained.
- Be informed of the name and address of the reporting agency.
- Should information obtained on a consumer report which prohibits a candidate from obtaining a position with the City, they will be informed with a notice which will include the name, address and phone number of the consumer reporting agency, a statement that the agency supplying the report did not make the decision to take adverse action and a notice of the individual's right to dispute the accuracy or completeness of any information furnished, and their right to an additional free report from the agency upon request within 60 days.
- Information obtained from consumer reports will be available only to those staff members who have a legitimate need. Any employee who disseminates or uses information obtained from the consumer report for purposes other than that specified above will be subject to disciplinary action up to and including termination, and may also be subject to civil liability.
- The City also maintains the right to perform consumer reports as part of an investigation of wrongdoing and/or policy violation of any current employee if applicable and as part of an ongoing investigation.

5.23 Youth Protection

The City has no tolerance for mistreatment of children or diminished capacity adults within the programs it administers. Staff or volunteers suspected of abuse will be removed from involvement with youth programs pending investigation. A finding of cause to believe that abuse occurred by an investigating agency shall be sufficient cause for disciplinary action up to, and including termination from employment or termination from volunteer service.

Every allegation of wrongdoing involving children shall be reported immediately to the Park City Police Department. City staff shall not take it upon themselves to investigate allegations of abuse by parents, guardians, City staff or volunteers, or any other person. City staff shall cooperate fully as necessary with investigations conducted by appropriate state agencies.

Isolated one-on-one contact between a staff member or volunteer and a child is discouraged, and should be avoided when possible or not prohibited by business need.

Section Six (6)

PROCEDURES FOR EMPLOYEE COMPLAINTS, DISCHARGE AND TRANSFER APPEALS

6.1 Complaint Procedure

Employees who have an issue or concern about their employment that does not involve a transfer or discharge shall have the opportunity to discuss the issue with management. The first step is a discussion of the issue or concern with the employee's immediate supervisor. If a satisfactory resolution is not reached, the employee shall have the right to pursue the issue through the organization's chain of command. If the employee does pursue the issue, it shall be his/her responsibility to inform the manager at each level of the intent to pursue resolution to the next level. The final step of this process shall be a discussion with the City Manager whose determinations shall be final.

6.2 Discharge and Pre-Termination Hearing

Only the City Manager or his/her designee may discharge a Full-Time Regular employee. Prior to being discharged, an employee shall have the right to know the reason for his/her discharge and have the opportunity to discuss the discharge with his/her Department Manager. Full-Time Regular status employees may have the opportunity to discuss their discharge with the City Manager if he/she wishes to do so.

6.3 Employee Transfer and Discharge Appeal Rights and Procedure

Except as otherwise provided in [Utah Code Ann. Section §10-3-1105\(2\)](#) as amended, any employee, who is discharged, suspended for more than two days without pay, or involuntarily transferred from one position to another with less remuneration for any disciplinary reason, shall have the right to appeal the discharge, suspension without pay, or involuntary transfer to an Employee Transfer and Discharge Hearing Officer as set forth in Utah Code Ann. Sections 10-3-1105 and 10-3-1106 as amended.

Pursuant to [Utah Code Ann. Section §10-3-1105\(2\)](#), as amended, the Employee Transfer and Discharge appeal rights provided herein do not apply to the following positions:

- Finance Manager
- Accounting Manager / Treasurer
- Chief of Police
- ~~Executive Administrative~~ Secretary
- Police Captain
- Ice Rink General Manager
- Golf Manager
- Recreation Manager
- ~~Budget Operations Manager~~
- Budget Operations & Strategic Planning Director

- Chief Building Official
- Housing Manager
- Deputy Chief Building Official
- Library Director
- Planning Director
- ~~Community Development Director~~
- Economic Development Manager
- Community Engagement Manager
- ~~Transit and Transportation Director~~
- Information Technology & Customer Services Director
- Human Resources Director
- Public Utilities Director
- Water Engineer and/or anysuperintendents
- Water Quality Manager
- City Attorney
- Deputy City Attorney
- City Manager
- ~~Assistant Deputy~~ City Manager
- Emergency Manager
- City Recorder
- Executive Assistant
- City Engineer
- Transit Manager
- Assistant ~~Transit~~ Manager ~~Transit Operations~~
- Public Works Manager

Any other position specified in [Utah Code Ann. Section §10-3-1105\(2\)](#), as amended, including but not limited to a probationary employee of the municipality; 4a part-time or contract employee of the municipality; a seasonal employee of the municipality; and a student intern of the municipality.

Nothing in [Utah Code Ann. Sections §10-3-1105](#) or [§10-3-1106](#) as amended may be construed to limit a municipality's ability to define cause for an employee termination or reduction in force.

An employee to which Employee Transfer and Discharge appeal rights apply may not be discharged, suspended without pay, or involuntarily transferred to a position with less remuneration because of the employee's politics or religious belief, or incident to, or through changes, either in the elective officers, governing body, or heads of department.

Appeals to the Employee Transfer and Discharge Hearing Officer shall be taken by filing written notice of the appeal (Appendix A) with the City Recorder within ten calendar days of the discharge, suspension without pay, or involuntary transfer.

Upon the filing of the appeal, the City Recorder shall forthwith refer a copy of the same to the Hearing Officer. Upon receipt of the referral from the City Recorder, the Hearing Officer shall forthwith commence his/her investigation, take and receive evidence and fully hear and determine the matter which relates to the cause for the discharge or transfer.

The Hearing Officer shall have the power to subpoena witnesses and compel the production of evidence. The scope of the inquiry of the Hearing Officer shall be limited to determine if the City has proven the facts supporting the allegations made against the employee by substantial evidence and that the disciplinary sanction is proportionate to the alleged misconduct and consistent with discipline imposed against other similarly situated employees with appeal rights. Discovery shall be limited to that information which was actually considered in making the decision which is being appealed. The Hearing Officer is not required to follow the Utah Rules of Civil Procedure or the Utah Rules of Evidence.

The Employee shall be entitled to appear in person and to be represented by counsel (at the expense of the employee), to have a public hearing, to confront the witness whose testimony is to be considered, and to examine the evidence to be considered by the Hearing Officer.

The decision of the Hearing Officer shall be certified to the City Recorder no later than 15 days after the day on which the hearing is held. The City Recorder shall certify the decision to the employee affected, and also to the head of the department from whose order the appeal was taken.

In the event that the Hearing Officer does not uphold the discharge, or transfer, the Hearing Officer shall provide that the employee shall receive the employee's salary for the period of time which the employee is discharged or suspended without pay less any amounts the employee earned from other employment during this period of time; or any deficiency in salary for the period during which the employee was transferred to a position of less remuneration. The employee shall be paid his salary commencing with the next working day following the certification by the City Recorder of the Hearing Officer's decision, provided that the employee, or officer, concerned reports for his assigned duties during that next working day.

A final action or order of the Hearing Officer may be reviewed by the Court of Appeals by filing with that court a petition for review within 30 days after the issuance of the final action or order of the Hearing Officer.

6.4 Exit Interview

All Full-Time Regular employees may receive an exit interview. The purpose of the interview is to gather information on improvement of the City. All terminating full-time regular employees are encouraged to meet with the Human Resources Manager for an exit interview. The purpose of this interview is to gather information to assist management in identifying areas that are satisfactory and those that need improvement. Exit interview information is not confidential and may be disclosed to the employee's manager, the Human Resources Manager and/or the City Manager.

6.5 American with Disabilities Act Complaints

The Human Resources Manager is the City's Americans with Disabilities Act (ADA) Coordinator. The ADA Coordinator coordinates the ADA compliance effort and processes complaints in the compliance with the ADA grievance procedure to ensure that qualified disabled individuals are not excluded from or denied the benefit of City programs. The procedure for handling potential ADA grievances is as follows:

- a. Complainants file verbal or written complaints with the Human Resources Manager.
- b. Complaints must include the complainant's name and address and should briefly describe the alleged ADA violation.
- c. Complainants must file their complaint within 10 days of becoming aware of the alleged ADA violation.
- d. The ADA Coordinator conducts a thorough investigation of the complaint and affords all interested persons and their representatives the opportunity to submit oral or documentary evidence relevant to the complaint.
- e. The ADA Coordinator issues a written determination as to the validity and resolution of the complaint and forwards a copy to the complainant no later than 30 days after the complaint is filed.
- f. If the complainant is dissatisfied with the resolution of the complaint, the complainant may request reconsideration. Complainants may file requests for reconsideration with the City Manager or the City Manager's designee within 10 days of issuance of the written documentation.
The rights of complainants to prompt and equitable resolution of complaints filed hereunder are not impaired by the complainant's pursuit of other remedies, such as filing of an ADA complaint with the responsible federal department or agency. Use of this grievance procedure is not a prerequisite to the pursuit of other remedies.
- g. The ADA Coordinator maintains City files and records relating to the filing and processing of ADA complaints.

Section Seven (7)

EMERGENCY MANAGEMENT

7.1 Employee Identification Cards and Identification/Door Key Fob Cards

Employee ID cards provide a means of quickly identifying PCMC employees and elected officials and the capacity in which they serve the City. This identification will be used for security purposes in the event of a citywide emergency or disaster situation. The identification system may also be used as a means of identification for daily operations, building and/or restricted area access, including Vendors. All questions and requests concerning ID Card and/or ID/Fob Cards should be addressed to idcards@parkcity.org.

All PCMC employees, elected or appointed officials, volunteers and vendors who work in City buildings, are required to have a PCMC ID card while on duty and visibly displayed by the employee on a lanyard or clip. An ID card is for the sole use of the employee or vendor and may not be shared or loaned.

Any lanyard used for ID cards must be of a break-away variety. For job positions where a visible ID on a lanyard or clip may pose a safety threat, the department manager may exempt that position from visibly displaying an employee ID; however, the employee is not exempt from having their City ID card in their possession while on duty.

Elected Officials and designated personnel will also be issued an additional ID card that will grant them access to the Emergency Operations Center (EOC) should their presence be requested or required.

Employees are required to show their ID Card to any Park City Police Officer upon request.

a. ID Card Description

The ID cards are color coded to assist in easy identification of the employee and capacity in which they serve the City. Color coded ID cards will be issued to:

- Elected Official (green)
- Management Team (orange)
- Full-time Regular, including FT Contract (blue)
- Part-time or Seasonal (yellow)
- Volunteer (purple)
- City Approved Vendor (black)
- Solicitor (orange) –Handled by the Finance Dept.
- EOC- (red) One card will clearly identify elected officials, limited key employees and outside agencies that in the event of an emergency/disaster will have access to restricted areas including but not limited to the Emergency Operations Center (EOC). The City Manager or his/her designee will determine the necessity and/or revocation of Emergency Operations Center (EOC) identifications.

- EOC Media (pink)

Cards will contain the following information on front;

- PCMC name and logo
- Employee's photo - renewed every 4 years. [some vendor cards do not include a photo]
- Employee legal first and last name
- Employee department (certain positions will have a title instead of a department)
- Employee ID number - unique number, never repeated
[some vendor and volunteer cards do not have a number]
- Card expiration date
- Phone number to call to verify card validity
- Color code to indicate employment status

Cards will contain the following information on back:

- PCMC identification
- Return address and phone number in case card is found
- Employee signature
- Color code bar to indicate employment status
- Employee emergency hotline phone number [removed for vendor cards]

b. Procedure

All new and rehired employees will obtain an identification card during the hiring process. They must have their picture taken within 5 (five) days of employment. Photos may be taken in departments by employees designated to do so or at the City Hall Front Desk – 445 Marsac. Photos must match ID Card photo standards.

All identification cards will have an expiration date and will be renewed bi-annually. Employee photos will only be updated every four (4) years.

- Seasonal employee cards will expire at the end of the designated season in which they were hired.
- Contract employees will expire at the end of their contract.
- Full-time Regular and FT Contract employee cards are replaced on odd numbered years.
- Part-time employee cards are replaced on even numbered years.
- Vendor or Lessee cards expire at the end of their contract.

Identification cards are PCMC property. Identification cards must be returned to the City in the event an employee leaves under any employment circumstance. In the event of a lost, stolen or damaged identification card, employees must notify their supervisor immediately, who will notify IDCards@parkcity.org (5123 if after hours, weekends or holidays), so the card can be deactivated and/or replaced. There is no cost for the replacement card in the event of a lost or damaged card, unless the employee requires more than one replacement per year. Replacements of greater than one per year may cost the employee \$25.00 each.

Employees and Vendors must sign the appropriate Human Resources Form for each card acknowledging receipt and basic rules concerning the card.

c. Identification (ID)/Key Fob cards

ID/Fob cards look just like a regular ID card with the exception that imbedded in the card is an electronic key used to open city facility doors as authorized for that employee. Each card is programmed to allow access on the days and times to the doors authorized by that Department's Manager. An ID/Fob card has the same policy and procedure requirements as outlined above for a standard ID card.

Both authorized and unauthorized FOB/ID transactions are recorded for auditing purposes. Like a standard ID card,

In the event an ID/Fob card stops working, an employee should contact their supervisor who can make arrangements to trouble shoot the problem by emailing idcards@parkcity.org with the details of the problem, including employee name, department, what times and/or doors the card is not working with.

An ID/Fob card may not be given or loaned to anyone and is for the sole use of the designated employee or vendor. Failure to follow this ID/ Fob card policy may include disciplinary action up to and including termination.

d. Information Availability

The following exhibits are available to authorized users on the H: drive in the ID Cards and Photo File

- Exhibit A – ID Card and ID-Fob Card Photo Rules & Tips
- Exhibit B –Card Maker Instructions
- Exhibit C –Security and Auditing Procedures

7.2 Emergency Work Requirements

In the event of a City emergency, employees (including part-time, seasonal and contract employees) will be required to report to work as soon as possible unless they are medically unable to do so. PCMC will collaborate with the Red Cross and other agencies to make every effort to provide services for employees' family and pets. Failure to contact PCMC as outlined in section [4.11 Absences & Tardiness](#) may result in termination.

A dedicated "Emergency Hot Line" number of 888-894-7275 (888-894-PARK) will be activated during emergencies. Employees can call this number and get information about the overall status of the City situation and about their work assignments. Employees will also have the ability to leave a message about their personal situation if they are unable to report for work.

Depending on the gravity and extent of the emergency situations, the City Manager has the

authority to temporarily suspend any or all time off requests (vacation, holiday, etc.)
Suspended time off will not be lost but will postponed to a later date.

Flexibility will be important and normal work schedules and/or the department they normally work in may be altered in order to reassign employees where their qualifications and skills will be most beneficial to the City and its residents.

Work Location: The first place where employees should report for work is at their normal workplace. If the normal place of work is damaged or inaccessible, employees must report to a secondary rally point, which is the Public Works Complex at 1053 Iron horse or if that location is damaged or inaccessible, report to the Quinn’s Recreation fields. There will be assigned staff at the rally point to collect and dispense information and provide personal assistance. There will also be an information board for employees to communicate with their fellow co-workers.

During an emergency event where employees do not have any means of transportation, they are directed to call the “Emergency Hot Line” for information about possible shuttle service. PCMC will try to arrange shuttle service at defined times and locations in the greater Park City area to assist employees in their commute to and from work, if possible.

7.3 NIMS (National Incident Management System) Training

Mandatory NIMS training requirements, as outlined in job descriptions, the Comprehensive Emergency Management Plan (CEMP) and/or by departments, must be completed within six (6) months from an employee’s date of hire. The City Manager may extend that deadline on a case by case basis depending on the job description up to one year.

7.4 Other Emergency Management Policies

The PCMC Administrative Policy & Procedure (AP&P) Manual has a number of additional policies that are Emergency Management related and are key to the City’s and the City’s staff’s ability to respond to emergencies and disasters. Employees should be familiar with these additional policies which can be found in *Section 7 Emergency Planning* of [The Administrative Policy & Procedures Manual](#). These policies include:

- Assigned Emergency Equipment Policy
- AED – Automated External Defibrillators – Early Defibrillation Policy Blood Borne Pathogens Exposure Control Policy
- Comprehensive Emergency Management Plan (CEMP)
- Departmental Closures Due to Emergencies and/or Severe Weather Policy
- Emergency Manager Notification Policy
- Emergency Evacuation of City Facilities Policy
- Non-Punitive Sick-Leave During an Emergency or Pandemic Policy
- Policy and Procedures for the Use of the Park City Alert – Emergency Mass Notification Systems (EMNS)

Use of the 1700 AM Highway Advisory Radio System Policy
Shelter-in-Place within City Facilities Policy
“Top” Half Fuel Policy
Utilization and Access of Building Closed Circuit Video Systems (CCVS)

City Council Staff Report



Subject: Special Events
Application: PL-20-04531
Author: Rebecca Ward
Date: July 30, 2020
Type of Item: Legislative – Sign and Land Management Code Amendments

Summary Recommendations

Staff recommends the Council review the proposed Sign and Land Management Code amendments, hold a public hearing, and consider approving Ordinance No. 2020-36.

Description

Applicant: Planning Department
Title 12, Sign Code: § 12-7-1; § 12-12-1; § 12-12-2; § 12-12-3; § 12-12-4; § 12-12-5; § 12-12-6

LMC: § 15-1-11; § 15-2.3-2; § 15-2.5-2; § 15-2.6-2; § 15-2.16-2; § 15-2.23-2; § 15-4-16; § 15-4-20; § 15-15-1; § 15-15-2

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

While the Commission does not recommend Title 12 Sign Code amendments to City Council, the Commission has the authority and duty to interpret the Sign Code at the request of the Planning Director.
MCPC [§ 12-1-2](#).

Acronyms

LMC Land Management Code
MCPC Municipal Code of Park City

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

Executive Summary

Economic Development staff and Planning Department staff have been working collaboratively on updates to the Land Management Code (LMC) to reflect recent amendments to the Municipal Code of Park City (MCPC) Title 4A, *Special Events*. Ordinance No. 2020-36 outlines amendments to (1) remove all *Special Event* references from the LMC; (2) remove Special Events from the Zoning District Use Sections; and (3) update MCPC Title 12, *Sign Code*, and the LMC to replace the term *Master Festival* with *Special Event*. The amendments include technical corrections. The proposed amendments do not impact current Special Events permitting. Rather, they clean up and align Title 4A and the LMC.

The Commission considered these amendments in a June 10, 2020 work session ([Staff](#)

[Report](#); [Minutes](#), p. 10). The Commission reviewed these amendments again on July 8, 2020 and unanimously forwarded a positive recommendation for the Council's consideration ([Staff Report](#); [Audio](#)).

Background

Over the years, several MCPC and LMC amendments were enacted to regulate Special Events – not always concurrently. Some of these amendments created specialized temporary permits issued through the Planning Department in addition to Special Event permits issued through the Economic Development Department. These dual temporary permits were designed to mitigate impacts to the community while allowing temporary uses associated with important economic and community events. However, as MCPC Title 4A evolved, all Special Event permits are now regulated and issued solely through the Economic Development Department, subject to inter-department review, including Planning Director review.

The most recent amendments to Special Events in the LMC include the following:

- In 2005, City Council passed [Ordinance No. 05-57](#), which created a *Special Events Overcrowding Administrative Conditional Use Permit*. This permit was created specifically to increase building occupancy loads on a temporary basis. The code outlined criteria to address public safety, transportation, parking, pedestrian circulation, noise restrictions, and street/sidewalk maintenance.
- In 2012, City Council passed [Ordinance No. 12-37](#) to eliminate the overcrowding permit and to create a temporary change of occupancy permit to allow a building owner to temporarily change the use of a building, but without an overcrowding exception. When the overcrowding permit was removed from the code, the term *Special Events Overcrowding Permit* was changed to *Special Events*.

Due to the broad definition of *Special Events* in LMC [§ 15-15-1](#), the 2012 amendment to the LMC that changed the term *Special Events Overcrowding Permit* to *Special Events* unintentionally resulted in a code that could be interpreted to require two permits for Special Events – one through the Planning Department and one through the Economic Department. However, under current policy and practice, Special Event permits are issued exclusively by the Economic Development Department and City Council.¹

Special Events regulations and permitting standards are outlined in MCPC Title 4A. Since 2016, several amendments have been made to Title 4A and the LMC has not yet been updated to reflect these changes:

- In 2016, City Council passed and adopted [Ordinance No. 16-07](#) to remove the definition and term *Master Festival* from the Special Events Sections within the Municipal Code and to classify Special Events into three levels based on attendance and traffic impact.

¹ Also, until recently, the LMC was a stand-alone document so the definitions in the Municipal Code did not overlap. Incorporation of the LMC as a Title within the Municipal Code created definitional overlap.

- In 2017, City Council passed and adopted [Ordinance No. 2017-51](#) to move Special Events from Title 4, Licensing, to [Title 4A](#).
- On [September 27, 2018](#), City Council passed and adopted [Ordinance No. 2018-52](#) to amend [Title 4A](#). The 2018 changes (1) limit events during peak times; (2) re-classify event levels into five categories based on attendance, transportation, and public safety impacts; (3) cap the annual number of Level 3, 4, and 5 events; (4) deregulate Level 1, 2, and 3 events at the resorts within the Master Planned Developments in the Recreation Commercial and Residential Development Districts; (5) establish a review/approval process three times each year for Level 3, 4, and 5 events and a 30-day review process for Level 1 and 2 events; and (6) impose a five-year limit for fee reduction applicants.

As a result of the evolution of MCPC Title 4A and remnant provisions in the LMC, the MCPC and LMC contain conflicting provisions. The proposed code amendments remove these conflicting provisions.

Analysis

(I) Remove all Special Event references from the LMC.

The Economic Development Department issues Special Event permits. Special Events are defined in MCPC [§ 4A-1-1.7](#) and regulated through MCPC [Title 4A](#). The Planning Department does not issue Special Event Permits. However, the LMC—in its current form—could be interpreted to also require Special Event Applicants to obtain a Special Event Conditional Use Permit or Administrative Conditional Use Permit from the Planning Department.

Yet, the application submittal requirements and deadlines, the criteria evaluated to approve a permit, noise ordinance regulations, notice requirements, and event duration outlined in the MCPC Title 4A and LMC Title 15 are not aligned. The conflict between Special Events criteria outlined in the LMC and the MCPC is the result of hybrid permits that were issued through the Planning Department in the past, as well as recent amendments to Title 4A to update Special Event permitting that are not yet reflected in the LMC.

Removing the term *Special Event* from the LMC does not remove Special Event permitting from Planning Department review. MCPC Title 4A includes protections to ensure that Special Events do not conflict with the General Plan. The Economic Development Manager, designee, or City Council may deny a Special Event if the event is not consistent with the Park City General Plan or if the proposed event is “to avoid more restrictive general zoning.” MCPC [§ 4A-2-4](#).

The Special Events manager sends an email to City Departments to review proposed Special Events. The Planning Director reviews proposed Special Events for General Plan and zoning compliance.

(II) Remove Special Events from the LMC Zoning District Use Sections.

The table below outlines Special Events in the current LMC Use Sections:

Zoning District	Special Event
Historic Residential-Low Density	Not Allowed
Historic Residential	Not Allowed
Historic Residential	Conditional Use – subject to 15-2.3-8; 15-2.3-9
Historic Residential-Medium Density	Not Allowed
Historic Recreation Commercial	Administrative Conditional Use or Conditional Use
Historic Commercial Business	Administrative Conditional Use or Conditional Use
Recreation and Open Space	Not Allowed
Protected Open Space	Not Allowed
Rural Estate	Not Allowed
Estate	Not Allowed
Single Family	Not Allowed
Residential	Not Allowed
Residential Development	Not Allowed
Residential Development –Medium Density	Not Allowed
Recreation Commercial	Administrative Conditional Use or Conditional Use
General Commercial	Not Allowed
Light Industrial	Not Allowed
Public Use Transition	Not Allowed
Community Transition	Administrative Conditional Use

Over the years, Special Events were added to Zoning District Use Sections for specific limited temporary permits issued through the Planning Department. This was done to allow limited properties to get pre-approved to host temporary events without having to go through the Special Event process each time. However, after several amendments to the LMC and Title 4A, the Use Sections no longer reflect Special Event permitting. All Special Events must go through the Economic Development Department. There are no longer exceptions that allow for Planning Department Special Event permits. As a result, staff recommends removing the term *Special Event* from the Zoning District Use Sections.

(III) Make technical changes to the MCPC and LMC to update and correct the code.

In 2016, City Council passed and adopted [Ordinance No. 16-07](#) to remove the definition of *Master Festival* and to replace the term *Master Festival* with *Special Event*. Staff recommends amending the Sign Code and LMC to reflect this change.

Staff also recommends technical revisions to the LMC to comply with LMC § 15-15-1, which requires that terms defined in the LMC appear as capitalized proper nouns, and to correct internal citations to align with Municipal Code [§ 1-1-1](#), which clarifies citation to titles, chapters, and sections.

Lastly, staff recommends amending the definition of *Special Event* in the LMC to refer to the definition in Title 4A.

Department Review

The Economic Development, Planning, Engineering, and Legal Departments reviewed this application.

Notice

Staff published notice on the City's website and the Utah Public Notice website on June 24, 2020. The *Park Record* published notice on June 24, 2020. LMC [§ 15-1-21](#).

Public Input

No input was received at the time this report was published.

Alternatives

- The City Council may approve Ordinance 2020-36;
- The City Council may deny Ordinance 2020-36; or
- The City Council may request additional information and continue the discussion to a later date.

Exhibits

Exhibit A: Ordinance No. 2020-36 and Sign and Land Management Code Redlines

Ordinance No. 2020-36

AN ORDINANCE AMENDING THE LAND MANAGEMENT CODE § 15-1-11; § 15-2.3-2; § 15-2.5-2; § 15-2.6-2; § 15-2.16-2; § 15-2.23-2; § 15-4-16; AND § 15-4-20 TO REMOVE *SPECIAL EVENT* REFERENCES FROM THE LAND MANAGEMENT CODE AND TO REMOVE SPECIAL EVENTS FROM THE ZONING DISTRICT USE SECTIONS; AND TO UPDATE THE LAND MANAGEMENT CODE § 15-15-1; § 15-15-2 DEFINITIONS AND THE MUNICIPAL CODE OF PARK CITY TITLE 12, *SIGN CODE*, § 12-7-1; § 12-12-1; § 12-12-2; § 12-12-3; § 12-12-4; § 12-12-5; § 12-12-6 TO REPLACE THE TERM *MASTER FESTIVAL* WITH *SPECIAL EVENT*

WHEREAS, the Land Management Code was adopted by the City Council of Park City, Utah, 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, in 2016, City Council passed and adopted Ordinance No. 16-07; in 2017, City Council passed and adopted Ordinance No. 2017-51; and in 2018, City Council passed and adopted Ordinance No. 2018-52 to amend the Municipal Code of Park City Title 4A, *Special Events*;

WHEREAS, Special Events in the Land Management Code have not been amended since 2012 and do not reflect the recent amendments to Title 4A;

WHEREAS, to align Title 15, *Land Management Code*, with Title 4A, *Special Events*, the term *Special Event* is removed from the Land Management Code and Special Events are removed from the Zoning District Use Sections;

WHEREAS, to update Municipal Code of Park City Title 12, the *Sign Code*, and Title 15, the *Land Management Code*, with Ordinance No. 16-07, which removed the definition of *Master Festival* and replaced the term *Master Festival* with *Special Event*;

WHEREAS, to make technical revisions to the Land Management Code to comply with § 15-15-1, which requires that terms defined in the Land Management Code appear as capitalized proper nouns, and to correct internal citation to align with the Municipal Code of Park City § 1-1-1, which clarifies citation to titles, chapters, and sections;

WHEREAS, to align the definition of *Special Events* in the Land Management Code with the definition in Title 4A;

WHEREAS, the Planning Commission duly noticed and conducted a public hearing on July 8, 2020, and forwarded a positive recommendation to City Council; and

WHEREAS, the City Council duly noticed and conducted a public hearing on July 30, 2020.

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

SECTION 1. MUNICIPAL CODE OF PARK CITY TITLE 12, *Sign Code*. The recitals above are incorporated herein as findings of fact. Sections § 12-7-1; §12-12-1; § 12-12-2; § 12-12-3; § 12-12-4; § 12-12-5; § 12-12-6 of the Sign Code of the Municipal Code of Park City are hereby amended as outlined in Attachment 1.

SECTION 2. LAND MANAGEMENT CODE TITLE 15. The recitals above are incorporated herein as findings of fact. Sections § 15-1-11; § 15-2.3-2; § 15-2.5-2; § 15-2.6-2; § 15-2.16-2; § 15-2.23-2; § 15-4-16; § 15-4-20; § 15-15-1; § 15-15-2 of the Land Management Code of Park City are hereby amended as outlined in Attachment 1.

SECTION 3. EFFECTIVE DATE. This Ordinance shall be effective upon publication.

PASSED AND ADOPTED this 30th day of July, 2020

PARK CITY MUNICIPAL CORPORATION

Andy Beerman, Mayor

Attest:

City Recorder

Approved as to form:

Mark Harrington, City Attorney

Attachment 1

Municipal Code of Park City Sections Affected:

Section 12-7-1 is amended to read:

12-7-1 Prohibited Signs

A. **CATEGORIES OF PROHIBITED SIGNS.** The following signs, defined in Chapter 2 of this Title, are expressly prohibited in Park City except as provided in this section.

1. **Animated signs**, except for historic signs and historic replica signs where the applicant is able to prove through documentation or other evidence that the original historic sign produced the same motion and is proposed in the same location.
2. **Banners**, except as approved in conjunction with a ~~[Master Festival license]~~ Special Event Permit issued pursuant to Title 4A of this Code or approved for display on a City light standard pursuant to Chapter 11 of this Title.
3. **Bench signs.**
4. **Electronic message signs**, except for signs owned or operated by the City for public safety purposes.
5. **Flashing signs.** Any flashing light source of any kind is prohibited.
6. **Home occupation signs.**
7. **Inflatable signs.**
8. **Off-premises signs.**

23 9. **Portable signs**, except for those allowed in private plazas pursuant to
24 Section 12-10-2, and except for signs owned and operated by the City for
25 public safety purposes.

26 10. **Projection signs**, except that temporary projection signs that are part of
27 an approved ~~[master festival license]~~ Special Event Permit may be
28 allowed for the duration of the ~~[festival permit]~~ Special Event Permit,
29 provided they are directed so the light source is shielded from any view
30 but that of the intended audience of the sign.

31 11. **Reproductions.**

32 12. **Roof signs.**

33 13. **Wind signs.**

34 14. **Video signs.**

35 B. **SIGNS IN PUBLIC PLACES**. No person shall staple, tape, paste, post, or
36 otherwise affix any handbill, sticker, poster, or sign to, or otherwise paint, mark,
37 or write on any public building, structure, or other property, including but not
38 limited to: a work of art, sidewalk, crosswalk, curb, curbstone, parking meter,
39 park-strip, street lamp post, hydrant, tree, shrub, tree stake or guard, electric light
40 or power or telephone wire or pole, or wire appurtenance thereof, or any lighting
41 system, public bridge, drinking fountain, life saving equipment, street sign, street
42 furniture, trash can, or traffic sign.

43 Section 12-12-1 is amended to read:

44 **12-12-1 Sign Plan Required**

45 All ~~[Master Festival and]~~ Special Event ~~[licensees]~~ permittees desiring permission to

display temporary signs as an approved ~~[Master Festival]~~ Special Event shall submit a ~~[Master Festival]~~ Special Event Sign Plan as part of the application for a ~~[Master Festival license]~~ Special Event permit. The Planning, ~~[and]~~ Special Events, and Facilities Departments shall review ~~[Master Festival]~~ Special Event Sign Plans for compliance with the standards below prior to permit issuance.

Section 12-12-2 is removed:

~~[12-12-2 Master Festival Banners]~~

~~The use of banners is allowed within the boundaries of the approved Master Festival venue, subject to the following criteria:-~~

~~A. **SIZE**. No individual Master Festival banner may exceed thirty-six square feet (36 sq. ft.) in size.~~

~~B. **NUMBER OF SIGNS**. One (1) banner is allowed per venue. Additionally, one (1) banner is allowed on the external façade of any building or structure within a venue, including temporary structures. Staff may approve additional banners within a venue upon finding that the banners contribute to the overall festival atmosphere or theme of the event consistent with the purpose and scope of Section 12-1-1, the design is consistent with Section 12-3-3(A) as applied to the event, and that any commercial advertising message is secondary to such look and feel design elements for the event. There is no limit on banners within a fully enclosed structure.~~

~~C. **SETBACK AND ORIENTATION**. Master Festival banners are allowed only on or within approved venues.~~

~~D. **ZONING RESTRICTIONS**. Master Festival banners are allowed in all zoning districts.~~

~~E. **DESIGN**. Fluorescent colors and reflective surfaces are prohibited on banners. Reflective colored materials that give the appearance of changing color are also prohibited. A matte or flat finish is required for all surfaces.~~

~~F. **PERIOD OF DISPLAY**. Master Festival banners may be displayed only during the approved time of the Master Festival.~~

~~G. **ILLUMINATION**. No lighting other than pre-existing light sources may be used to illuminate Master Festival banners.]~~

Section 12-12-3 is amended to read:

12-12-[3]2 Special Event Banners

The use of banners is allowed within the boundaries of the approved Special Event venue, subject to the following criteria:

A. **SIZE**. No individual Special Event banner may exceed thirty-six square feet (36 sq. ft.) in size.

B. **NUMBER OF SIGNS**. One (1) banner is allowed per venue. Additionally, one (1) banner is allowed on the external façade of any building or structure within a venue, including temporary structures. Each banner shall be consistent with Section 12-3-2[3](A) as applied to the Special [e]Event, and any commercial advertising message must be secondary to such ~~[look-and-feel]~~ design elements for the Special [e]Event.

C. **SETBACK AND ORIENTATION**. Special Event banners are allowed only within approved venues.

D. **ZONING RESTRICTIONS**. Special Event banners are allowed in all zoning districts.

E. **DESIGN**. Fluorescent colors and reflective surfaces are prohibited on banners. Reflective colored materials that give the appearance of changing color are also prohibited. A matte or flat finish is required for all surfaces.

F. **PERIOD OF DISPLAY**. Special Event banners may be displayed only during the approved time of the Special Event.

G. **ILLUMINATION**. No lighting other than pre-existing light sources may be used to illuminate ~~[Master Festival]~~ Special Event banners.

Section 12-12-4 is amended to read:

12-12-~~[4]~~3 ~~[Master Festival]~~ Special Event Directional Signs

Municipal or event-owned directional signs in the form of electronic message signs and portable signs^[7] are allowed for the purpose of identifying and directing vehicular or pedestrian traffic to parking areas, transportation centers, and venues.

Section 12-12-5 is amended to read:

12-12-~~[5]~~4 ~~[Master Festival]~~ Special Event Projection Signs

Subject to approval by the Planning Department, temporary projection signs that are part of an approved ~~[Master Festival license]~~ Special Event permit may be allowed for the duration of the ~~[Master Festival permit]~~ Special Event, provided the light source is shielded from any view but the intended audience of the sign.

Section 12-12-6 is amended to read:

12-12-~~[6]~~5 Temporary Signs

Staff may approve temporary signs within a ~~[Master Festival or]~~ Special Event venue

upon finding that the signs contribute to the overall resort atmosphere or theme of the Special [e]Event consistent with the purpose and scope of Section 12-1-1, the design is consistent with Section 12-3-~~[3]~~2(A) as applied to the Special [e]Event, and that any commercial advertising message is secondary to such ~~[look and feel]~~ design elements for the Special [e]Event. There is no limit on signs within a fully enclosed structure.

Land Management Code Sections Affected

Section 15-1-11 is amended to read:

15-1-11 Special Applications

A. **MASTER PLANNED DEVELOPMENT (MPD) REVIEW PROCESS**. Applications for MPDs shall be reviewed according to LMC Chapter 15-6.

B. **VARIANCES AND NON-CONFORMING USES**. The Board of Adjustment must review Applications for Variances and appeals of Planning Director determinations regarding Non-Conforming Uses and Non-Complying Structures in accordance with the regulations set forth in LMC Chapter 15-9. Such approval must be obtained from the Board of Adjustment prior to the issuance of any Conditional Use permit or Master Planned Development, or other approval by the Planning Commission or Planning Department. All action on an Application shall be stayed upon the determination that a Board of Adjustment approval is required.

C. **PLAT AMENDMENTS/SUBDIVISION**. Plat Amendments and Subdivisions must be reviewed pursuant to LMC Chapter 15-7. No Building Permit may be issued prior to such an approval.

D. **ADMINISTRATIVE CONDITIONAL USE PERMITS**. The Planning Director, or his or her designee, shall review and take Final Action on Administrative Conditional Use

permits. Review process shall be consistent with Section 15-1-10(A-H), with the exception that no published notice, as described in Section 15-1-12, shall be required.

E. **ADMINISTRATIVE PERMITS**. The Planning Department shall review and take Final Action on Administrative Permits. Review process shall be consistent with the requirements herein for those Uses requiring an Administrative Permit, such as temporary tents, Structures, and vendors; ~~[temporary Special Event and]~~ temporary change of occupancy permits; regulated Accessory Apartments; specified ~~[e]~~Outdoor ~~[e]~~Events and Uses; Family Child Care in specified Zoning Districts; and temporary ~~[t]~~Telecommunication Antennas, where these Uses are designated as requiring Administrative Permits. These Uses may require Administrative Conditional Use permits or Conditional Use permits in some Zoning Districts pursuant to ~~[Section]~~ Chapter 15-2. Section 15-2.3-2 is amended to read:

15-2.3-2 Uses

Uses in the HR-2 District are limited to the following:

A. **ALLOWED USES**.

1. Single Family Dwelling
2. Lockout Unit¹
3. Nightly Rental²
4. Home Occupation
5. Child Care, In-Home Babysitting³
6. Child Care, Family³
7. Child Care, Family Group³
8. Accessory Building and Use

- 160 9. Conservation Activity
- 161 10. Agriculture
- 162 11. Residential Parking Area or Structure with four (4) or fewer spaces
- 163 12. Recreation Facility, Private
- 164 B. **CONDITIONAL USES.**
- 165 1. Duplex Dwelling
- 166 2. Secondary Living Quarters
- 167 3. Accessory Apartment⁴
- 168 4. Group Care Facility
- 169 5. Child Care Center
- 170 6. Public or Quasi-Public ~~[H]~~i[nstitution, church, or ~~[S]~~s]school
- 171 7. Essential ~~[M]~~municipal ~~[P]~~ublic ~~[U]~~tility Use, ~~[F]~~acility, ~~[S]~~ervice, and
- 172 Structure
- 173 8. Telecommunication Antenna⁵
- 174 9. Satellite Dish Antenna greater than thirty-nine inches (39") in diameter⁶
- 175 10. Bed ~~[&]~~ and Breakfast Inn⁷
- 176 11. Boarding House, Hostel⁷
- 177 12. Hotel, Minor, fewer than sixteen (16) rooms⁷
- 178 13. Office, General⁸
- 179 14. Office, Moderate Intensive⁸
- 180 15. Office and Clinic, Medical⁸
- 181 16. Retail and Service Commercial, Minor⁸
- 182 17. Retail and Service Commercial, personal improvement⁸

- 183 18. Cafe or Deli⁸
- 184 19. Restaurant, General⁸
- 185 20. Restaurant, Outdoor Dining⁸
- 186 21. Outdoor Events
- 187 22. Residential Parking Area or Structure with five (5) or more spaces,
- 188 associated with a residential Building on the same Lot
- 189 23. Temporary Improvement
- 190 24. Passenger Tramway Station and Ski Base Facility¹⁰
- 191 25. Ski tow rope, ski lift, ski run, and ski bridge¹⁰
- 192 26. Recreation Facility, Private
- 193 27. Fences greater than six feet (6') in height from Final Grade¹¹
- 194 28. Limited Commercial expansion necessary for compliance with Building/
- 195 Fire Code egress and Accessibility requirements and support Uses
- 196 associated with HCB Commercial Use¹²
- 197 29. Bar⁸
- 198 30. ~~[Special Events⁹]~~

199 C. **PROHIBITED USES**. Any Use not listed above as an Allowed or Conditional Use

200 is a prohibited Use.

201 ¹Nightly Rental of Lockout Units requires a Conditional Use Permit

202 ²Nightly Rental does not include the use of dwellings for Commercial Uses

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

204 [Regulations]

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

206 Apartments

207 ⁵See LMC ~~[Chapter]~~ Section 15-4-14, ~~[Supplemental Regulations for]~~

208 Telecommunication Facilities

209 ⁶See LMC ~~[Chapter]~~ Section 15-4-13, ~~[Supplemental Regulations for]~~ Placement Of

210 Satellite Receiving Antennas

211 ⁷In Historic Structures only

212 ⁸In Historic Structures and within Sub-Zones A and B subject to compliance with all
213 criteria and requirements of Section 15-2.3-8 for Sub-Zone A and Section 15-2.3-9 for
214 Sub-Zone B.

215 ⁹Subject to an Administrative Conditional Use Permit, and permitted in Sub-Zone B
216 only, subject to requirements in Section 15-2.3-9.

217 ¹⁰See LMC ~~[Chapter]~~ Section 15-4-18, Passenger Tramways ~~[a]~~A And Ski-Base Facilities

218 ¹¹See LMC ~~[Chapter]~~ Section 15-4-2, Fences And Retaining Walls ~~[and Walls]~~

219 ¹²Subject to compliance with the criteria set forth in ~~[s]~~Section 15-2.3-8(B).

220 Section 15-2.5-2 is amended to read:

221 **15-2.5-2 Uses**

222 Uses in the HRC are limited to the following:

223 A. **ALLOWED USES.**¹⁰

224 1. Single Family Dwelling⁵

225 2. Duplex Dwelling⁵

226 3. Secondary Living Quarters⁵

227 4. Lockout Unit^{1,5}

228 5. Accessory Apartment^{2,5}

- 229 6. Nightly Rental⁵
- 230 7. Home Occupation⁵
- 231 8. Child Care, In-Home Babysitting
- 232 9. Child Care, Family³
- 233 10. Child Care, Family Group³
- 234 11. Child Care Center³
- 235 12. Accessory Building and Use
- 236 13. Conservation Activity
- 237 14. Agriculture
- 238 15. Bed and Breakfast Inn^{4,5}
- 239 16. Boarding House, ~~[H]~~hostel⁵
- 240 17. Hotel, Minor, fewer than ~~sixteen~~ (16) rooms⁵
- 241 18. Office, General⁵
- 242 19. Parking Area or Structure, with four (4) or fewer spaces⁵
- 243 20. Food Truck Location¹¹
- 244 B. **CONDITIONAL USES.**^{9,10}
- 245 1. Triplex Dwelling⁵
- 246 2. Multi-Unit Dwelling⁵
- 247 3. Guest House, on Lots one ~~(1)~~ acre⁵
- 248 4. Group Care Facility⁵
- 249 5. Public and Quasi-Public ~~[H]~~institution, ~~[C]~~church, or ~~[S]~~school
- 250 6. Essential Municipal ~~[P]~~ublic ~~[U]~~tility Use, ~~[F]~~acility, ~~[S]~~ervice, and Structure
- 251 7. Telecommunication Antenna⁶

- 252 8. Satellite **[D]**dish, greater than thirty-nine inches (39”) in diameter⁷
- 253 9. Plant and Nursery stock products and sales
- 254 10. Hotel, Major⁵
- 255 11. Timeshare Projects and Conversions⁵
- 256 12. Private Residence Club Project and Conversion^{4,5}
- 257 13. Office, Intensive⁵
- 258 14. Office and **[C]**linic, Medical⁵
- 259 15. Financial **[F]**institution, without drive-up window⁸
- 260 16. Commercial Retail and Service, Minor⁸
- 261 17. Commercial Retail and Service, **[P]**ersonal **[I]**mprovement⁸
- 262 18. Neighborhood Convenience Commercial, without gasoline sales
- 263 19. Café or Deli⁸
- 264 20. Restaurant, General⁸
- 265 21. Restaurant and **[C]**afé, **[O]**utdoor **[D]**ining⁴
- 266 22. Outdoor Events and Uses⁴
- 267 23. Bar
- 268 24. Parking Area or Structure, with five (5) or more spaces⁵
- 269 25. Temporary Improvement⁴
- 270 26. Passenger Tramway **[S]**tation and **[S]**ski **[B]**ase **[F]**acility
- 271 27. Ski **[T]**ow, **[S]**ski **[L]**ift, **[S]**ski **[R]**un, and **[S]**ski **[B]**ridge
- 272 28. Recreation Facility, Commercial, Public, and Private
- 273 29. Entertainment Facility, Indoor
- 274 30. Fences greater than six feet (6’) in height from Final Grade⁴

275 31. Private Residence Club, Off-Site⁵

276 32. Private Event Facility⁵

277 ~~[33. Special Events⁴]~~

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

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

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

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

285 ⁴Requires an Administrative or Administrative Conditional Use permit, see Chapter 15-4.

286 ⁵Prohibited in HRC Zoned Storefront Property adjacent to Main Street, Heber Avenue,
287 and Park Avenue, excluding those HRC Zoned Properties on the west side of Park
288 Avenue and also excluding those HRC Zoned Properties with the following addresses:
289 702 Main Street, 710 Main Street, 738 Main Street (for the plaza side storefronts), 780
290 Main Street, 804 Main Street (for the plaza side storefronts), 875 Main Street, 890 Main
291 Street, 900 Main Street, and 820 Park Avenue. Hotel rooms shall not be located within
292 Storefront Property; however, access, circulation, and lobby areas are permitted within
293 Storefront Property.

294 ⁶See LMC ~~[Chapter]~~ Section 15-4-14, ~~[Supplemental Regulations For]~~
295 Telecommunication Facilities

296 ⁷See LMC ~~[Chapter]~~ Section 15-4-13, ~~[Supplemental Regulations For]~~ Placement Of
297 Satellite Receiving Antennas

298 ⁸If Gross Floor Area is less than 2,000 sq. ft., the Use shall be considered an Allowed
299 Use

300 ⁹No community locations ~~[are]~~ as defined by Utah Code ~~[32-B]~~32B-1-102 (Alcoholic
301 Beverage Control Act) are permitted within 200 feet of Main Street unless a variance is
302 permitted for an outlet, as defined by Utah Code 32B-1-202, to obtain a liquor license.

303 ¹⁰Within the HRC Zoning District, no more than seven (7) Conventional Chain
304 Businesses are permitted in Storefront Properties.

305 ¹¹The Planning Director~~[;]~~ or his or her designee shall, upon finding a Food Truck
306 Location in compliance with Municipal Code 4-5-6, issue the property owner a Food
307 Truck Location administrative approval letter.

308 Section 15-2.6-2 is amended to read:

309 **15-2.6-2 Uses**

310 Uses in the Historic Commercial Business (HCB) District are Limited to the following:

311 A. **ALLOWED USES.**¹¹

- 312 1. Single Family Dwelling¹
- 313 2. Multi-Unit Dwelling¹
- 314 3. Secondary Living Quarters¹
- 315 4. Lockout Unit^{1,2}
- 316 5. Accessory Apartment^{1,3}
- 317 6. Nightly Rental⁴
- 318 7. Home Occupation¹
- 319 8. Child Care, In-Home Babysitting¹
- 320 9. Child Care, Family^{1,5}

321	10. Child Care, Family Group ^{1,5}
322	11. Child Care Center ^{1,5}
323	12. Accessory Building and Use ¹
324	13. Conservation Activity
325	14. Agriculture
326	15. Bed and Breakfast Inn ^{1,6}
327	16. Boarding House, [H] h o st e l ¹
328	17. Hotel, Minor, fewer than 16 rooms ¹
329	18. Office, General ¹
330	19. Office, Moderate Intensive ¹
331	20. Office and [C] l i n i c, Medical ¹
332	21. Financial [F] i n s t i t u tion, without drive-up window
333	22. Commercial Retail and Service, Minor
334	23. Commercial Retail and Service, [P] e r s o n a l [I] m p r o v ement
335	24. Commercial Neighborhood Convenience, without gasoline sales
336	25. Restaurant, Café or Deli
337	26. Restaurant, General
338	27. Bar
339	28. Parking Lot, Public or Private with four (4) or fewer spaces
340	29. Entertainment Facility, Indoor
341	30. Salt Lake City 2002 Winter Olympic Games Legacy Displays ⁷
342	31. Temporary [W] i n ter Balcony [E] n c l o s u res
343	32. Food Truck Location ¹²

344 B. **CONDITIONAL USES.**^{10,11}

- 345 1. Group Care Facility¹
- 346 2. Public and Quasi-Public [H]i[n]stitution, [C]church, or [S]school
- 347 3. Essential [M]unicipal [P]ublic [U]tility Use, [F]acility, [S]ervice, and
- 348 Structure
- 349 4. Telecommunication Antenna⁸
- 350 5. Satellite [D]ish, greater than thirty-nine inches (39”) in diameter⁹
- 351 6. Plant and Nursery stock products and sales
- 352 7. Hotel, Major¹
- 353 8. Timeshare Projects and Conversions¹
- 354 9. Timeshare Sales Office, Off-Site within an enclosed Building¹
- 355 10. Private Residence Club Project and Conversion^{1,6}
- 356 11. Commercial Retail and Service, Major
- 357 12. Office, Intensive¹
- 358 13. Restaurant, [O]utdoor [D]ining⁶
- 359 14. Outdoor Events and Uses⁶
- 360 15. Hospital, Limited Care Facility¹
- 361 16. Parking Area or Structure for five (5) or more cars¹
- 362 17. Temporary Improvement⁶
- 363 18. Passenger Tramway [S]tation and [S]ki [B]ase [F]acility
- 364 19. Ski [T]ow, [S]ki [L]ift, [S]ki [R]un, and [S]ki [B]ridge
- 365 20. Recreation Facility, Public or Private
- 366 21. Recreation Facility, Commercial

367 22. Fences greater than six feet (6') in height from Final Grade⁶

368 23. Private Residence Club, Off-Site¹

369 ~~[24. Special Events⁶]~~

370 ~~[25.]~~24. Private Event Facility¹

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

373 ¹Prohibited in HCB Zoned Storefront Property adjacent to Main Street, Heber Avenue,
374 Grant Avenue, and Swede Alley. Hotel rooms shall not be located within Storefront
375 Property; however, a access, circulation, a and lobby areas are permitted within Storefront
376 Property.

377 ²Nightly Rental of Lock Units requires a Conditional Use permit

378 ³See LMC ~~[Chapter]~~ Section 15-4-~~7~~, ~~[Supplementary Regulations for]~~ Accessory
379 Apartments

380 ⁴Nightly Rental of residential dwellings does not include the Use of dwellings for
381 Commercial Uses

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

384 ⁶Requires an Administrative or Administrative Conditional Use permit

385 ⁷Olympic Legacy Displays limited to those specific Structures approved under the
386 SLOC/Park City Municipal Corporation Olympic Services Agreement and/or Olympic
387 Master Festival License and placed on the original Property set forth in the services
388 Agreement and/or Master Festival License. Requires an Administrative Permit.

389 ⁸See LMC ~~[Chapter]~~ Section 15-4-14, ~~[Supplemental Regulations for]~~

390 Telecommunication Facilities

391 ⁹See LMC ~~[Chapter]~~ Section 15-4-13, ~~[Supplemental Regulations for]~~ Placement Of

392 Satellite Receiving Antennas

393 ¹⁰No community locations as defined by Utah Code 32B-1-102 (Alcoholic Beverage
394 Control Act) are permitted within 200 feet of Main Street unless a variance is permitted
395 for an outlet, as defined by Utah Code 32B-1-202, to obtain a liquor license.

396 ¹¹Within the HCB Zoning District, no more than seventeen (17) Conventional Chain
397 Businesses are permitted in Storefront Properties.

398 ¹²The Planning Director~~[i]~~ or his or her designee shall, upon finding a Food Truck
399 Location in compliance with Municipal Code 4-5-6, issue the property owner a Food
400 Truck Location administrative approval letter.

401 Section 15-2.16-2 is amended to read:

402 **15-2.16-2 Uses**

403 Uses in the RC District are limited to the following:

404 A. **ALLOWED USES.**

- 405 1. Single Family Dwelling
- 406 2. Duplex Dwelling
- 407 3. Triplex Dwelling
- 408 4. Secondary Living Quarters
- 409 5. Lockout Unit¹
- 410 6. Accessory Apartment²
- 411 7. Nightly Rental³
- 412 8. Home Occupation

- 413 9. Child Care, In-Home Babysitting⁴
- 414 10. Child Care, Family⁴
- 415 11. Child Care, Family Group⁴
- 416 12. Child Care Center⁴
- 417 13. Accessory Building and Use
- 418 14. Conservation Activity
- 419 15. Agriculture
- 420 16. Bed ~~[&]~~ and Breakfast Inn
- 421 17. Boarding House, Hostel
- 422 18. Hotel, Minor
- 423 19. Parking Area or Structure with four (4) or fewer spaces
- 424 20. Salt Lake City 2002 Winter Olympic Games Olympic Legacy Displays⁵
- 425 21. Food Truck Location¹²
- 426 B. **CONDITIONAL USES.**
- 427 1. Multi-Unit Dwelling
- 428 2. Group Care Facility
- 429 3. Public and Quasi-Public ~~[H]~~institution, ~~[C]~~church, and ~~[S]~~school
- 430 4. Essential ~~[M]~~municipal and ~~[P]~~public ~~[U]~~utility Use, ~~[F]~~facility, ~~[S]~~service, and
- 431 Structure
- 432 5. Telecommunications Antenna⁶
- 433 6. Satellite ~~[D]~~dish Antenna, greater than thirty-nine inches (39") in diameter⁷
- 434 7. Raising, grazing of horses
- 435 8. Cemetery

- 436 9. Hotel, Major
- 437 10. Timeshare Project and Conversion
- 438 11. Timeshare Sales Office
- 439 12. Private Residence Club Project and Conversion⁹
- 440 13. Office, General⁸
- 441 14. Office, Moderate⁸
- 442 15. Office and [C]linic, Medical⁸
- 443 16. Financial [H]institution without drive-up window⁸
- 444 17. Minor Retail and Service Commercial⁸
- 445 18. Retail and Service Commercial, [P]ersonal [I]mprovement⁸
- 446 19. Transportation Service⁸
- 447 20. Neighborhood Market, without gasoline sales⁸
- 448 21. Café or Deli⁸
- 449 22. Restaurant, General⁸
- 450 23. Restaurant, [O]utdoor [D]ining^{8,9}
- 451 24. Bar⁸
- 452 25. Hospital, Limited Care Facility⁸
- 453 26. Parking Area or Structure with five (5) or more spaces
- 454 27. Temporary Improvement⁹
- 455 28. Passenger Tramway [S]tation and [S]ki [B]ase [F]acility¹⁰
- 456 29. Ski [T]ow [R]ope, [S]ki [L]ift, [S]ki [R]un, and [S]ki [B]ridge¹⁰
- 457 30. Outdoor Events and Uses⁹
- 458 31. Recreation Facility, Public and Private⁸

459 32. Recreation Facility, Commercial⁸

460 33. Entertainment Facility, Indoor⁸

461 34. Commercial Riding Stable[s], ~~[R]riding~~ [A]cademy⁸

462 35. Master Planned Developments

463 36. Heliport⁸

464 ~~[37. Special Events⁹]~~

465 ~~[38.]~~ 37. Amenities Club

466 ~~[39.]~~ 38. Club, Private Residence Off-Site¹¹

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

468 prohibited Use.

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

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

471 Apartments

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

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

474 ⁵Olympic Legacy Displays limited to those specific Structures approved under the

475 SLOC/Park City Municipal Corporation Olympic Services Agreement and/or Olympic

476 Master Festival License and placed on the original Property set forth in the services

477 agreement and/or Master Festival License. Requires an Administrative Permit.

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

479 Telecommunication Facilities

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

481 Satellite Receiving Antennas

482 ⁸As support Use to primary Development or Use, subject to provisions of LMC Chapter
483 15-6, Master Planned Development

484 ⁹Requires an Administrative or Administrative Conditional Use permit, see ~~[Section]~~
485 ~~Chapter~~ 15-4

486 ¹⁰As part of an approved Ski Area Master Plan

487 ¹¹Requires an Administrative Conditional Use permit. Is permitted only in approved
488 existing Commercial spaces or ~~[d]~~Developments that have ten (10) or more units with
489 approved Support Commercial space. A Parking Plan shall be submitted to determine
490 site specific parking requirements.

491 ¹²The Planning Director~~[;]~~ or his ~~or her~~ designee shall, upon finding a Food Truck
492 Location in compliance with Municipal Code 4-5-6, issue the property owner a Food
493 Truck Location administrative approval letter.

494 Section 15-2.23-2 is amended to read:

495 **15-2.23-2 Uses**

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

497 A. **ALLOWED USES.**

- 498 1. Conservation Activities
- 499 2. Home Occupation
- 500 3. In-~~[h]~~Home Babysitting
- 501 4. Family Child Care
- 502 5. Secondary Living Quarters
- 503 6. Agriculture
- 504 7. Food Truck Location²

505 B. **ADMINISTRATIVE CONDITIONAL USES.**

- 506 1. Trails and ~~[T]t~~ailhead ~~[I]i~~mprovements
- 507 2. Outdoor Recreation Equipment
- 508 3. Essential ~~[P]p~~ublic ~~[U]u~~tility Use, ~~[S]s~~ervice, or Structure less than 600 ~~[sf]~~ sq.
- 509 ft.
- 510 4. Accessory Buildings less than 600 ~~[sf]~~ sq. ft.
- 511 5. Parking Areas with four (4) or fewer spaces
- 512 6. Outdoor Events and Outdoor Music, see ~~[Section]~~ Chapter 15-4
- 513 7. Temporary Improvement
- 514 8. Outdoor ~~[D]d~~ining and support retail associated with support Uses with an
- 515 MPD
- 516 ~~[9. Special Events]~~
- 517 ~~[10.]9.~~ Fences and ~~[W]w~~alls, see Section 15-4-2
- 518 ~~[11.]10.~~ Anemometer and Anemometer Towers

519 C. **CONDITIONAL USES.**

- 520 1. Master Planned Developments (MPDs)
- 521 2. Public, Quasi-Public, ~~[G]c~~ivic, ~~[M]m~~unicipal Uses
- 522 3. General ~~[A]a~~cute Hospital
- 523 4. Alternative ~~[P]p~~rofessional ~~[H]h~~ealth-related ~~[S]s~~ervices
- 524 5. Athletic ~~[T]t~~raining and ~~[T]t~~esting Offices and ~~[F]f~~acilities
- 525 6. Athletic ~~[P]p~~rogram ~~[A]a~~dministrative Offices
- 526 7. Support ~~[S]s~~hort-~~[T]t~~erm ~~[A]a~~thlete ~~[H]h~~ousing or lodging associated with an
- 527 approved ~~[r]R~~ecreation ~~[f]E~~acility (within an approved MPD)

- 528 8. Accredited ~~[P]~~physician Office ~~[S]~~space
- 529 9. Accredited Medical ~~[&]and~~ ~~[D]~~dental ~~[C]~~clinics
- 530 10. Medical Heliport
- 531 11. Group Care Facility
- 532 12. Ancillary Support Commercial (within an approved MPD)
- 533 a. Gift ~~[S]~~shop
- 534 b. Dispensing pharmacy
- 535 c. Medical supply
- 536 d. Restaurant
- 537 e. Deli
- 538 f. Outdoor ~~[G]~~grills/~~[B]~~everage ~~[S]~~service ~~[S]~~stations
- 539 g. Child Care Center
- 540 13. Recreation Facility, Public and Private
- 541 14. Recreation Facility, Commercial
- 542 15. Park and ~~[R]~~ide Lot
- 543 16. Municipal/~~[H]~~institutional Accessory Building and Use
- 544 17. Parking Lot, Public ~~[or]~~
- 545 18. Public ~~[U]~~tility or ~~[E]~~ssential ~~[S]~~services
- 546 19. Single Family Dwelling (with an approved MPD¹)
- 547 20. Duplex Dwelling (with an approved MPD¹)
- 548 21. Multi-Unit Dwelling (with an approved MPD¹)
- 549 22. Telecommunication Antenna
- 550 23. Transit ~~[F]~~acilities

24. Parking Areas, Lots, and Structures with more than five (5) Parking Spaces

25. Raising, ~~and~~ ~~[G]~~grazing of ~~[H]~~horses

26. Commercial Riding Stable~~s~~

27. Small Energy Wind Systems

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

¹Residential Uses cannot exceed one (1) unit/acre

²The Planning Director~~;~~ or his or her designee shall, upon finding a Food Truck Location in compliance with Municipal Code 4-5-6, issue the property owner a Food Truck Location administrative approval letter.

Section 15-4-16 is amended to read:

15-4-16 Temporary Structures, Tents, And Vendors

Prior to the issuance of an Administrative Permit for any temporary Structure, tent, or vendor, the Applicant must meet the following requirements ~~[shall be met]~~:

A. **APPLICATION**. An Application must be submitted to the Planning Department including the following information:

1. **GENERAL DESCRIPTION**. An overview of the proposed activity shall ~~[H]~~include hours of operation, anticipated attendance, ~~[U]~~use of speakers, any beer or liquor license, any sign or lighting plan, and any other applicable information.

2. **SITE PLAN**. The site plan shall be to scale indicating in detail how the proposal will comply with the International Building Code ~~[(IBC)]~~. It should indicate the location of the tent on the Property and distances from Property

Lines and other Structures. A separate plan for the interior of any tent is required. This plan will indicate any chairs, tables, exits, sanitation, heating, food service/handling etc. A snow removal plan must be included.

3. STRUCTURAL INFORMATION AND CALCULATIONS. For all temporary Structures greater than 200 square feet in Floor Area, the Applicant must submit structural calculations, wind load information, fire rating, etc. ~~[must be submitted.]~~

4. FEES. All applicable fees.

5. BUILDING PERMIT. A permit issued by the Building Department is required for temporary Structures and tents greater than 200 square feet in Area, or as determined by the Chief Building Official upon review of size, materials, location, weather, and proposed Use.

6. ~~[SPECIAL EVENT PERMITS]~~ TEMPORARY CHANGE OF OCCUPANCY.

See Section 15-4-20 for regulations related to ~~[Special Events and]~~ temporary change of occupancy ~~[P]p~~ermits.

7. DURATION. Unless approved by the City Council as part of a ~~[Master Festival]~~ Special Event, in no case shall a tent be installed for a duration longer than fourteen (14) days and for more than five (5) times per year on the same Property or Site, unless a longer duration or greater frequency is approved by the Planning Commission consistent with Conditional Use ~~[G]c~~riteria in Section 15-1-10.

8. NOTICE. Notice of Administrative Permits shall be consistent with Section 15-1-21.

~~**[B. REVIEW CRITERIA- PUBLIC PROPERTY (OWNED BY THE CITY).]**~~

597 ~~1. Lease agreement with Park City required.~~
598 ~~2. The Use shall not violate the Summit County Health Code, the Fire Code, or~~
599 ~~State Regulations on mass gathering.~~
600 ~~3. The Use must meet all applicable International Building Code (IBC)~~
601 ~~requirements.~~
602 ~~4. The Applicant shall adhere to all applicable City and State licensing~~
603 ~~ordinances.]~~
604 **[G]B. REVIEW CRITERIA[~~PRIVATE PROPERTY~~].**
605 1. ~~[The proposed Use must be on private Property.]~~ The Applicant shall provide
606 written notice of the Property Owner's permission.
607 2. The proposed Use should not diminish existing parking. Any net loss of
608 parking shall be mitigated in the Applicant's plan.
609 3. The proposed Use shall not impede pedestrian circulation, emergency Access,
610 or any other public safety measure.
611 4. The Use shall not violate the ~~[City]~~ Noise Ordinance, Municipal Code Chapter
612 6-3.
613 5. The Use shall comply with the LMC, [and all] the signage shall comply with the
614 Sign Code, Title 12, and the lighting shall comply with ~~[the]~~ Illumination [Sign]
615 Section 12-4-9.
616 6. The Use shall not violate the Summit County Health Code, the Fire Code, or
617 State Regulations on mass gathering.
618 7. The Use shall not violate the International Building Code ~~[(IBC)]~~.
619 8. The Applicant shall adhere to all applicable City and State licensing

620 ordinances.

621 Section 15-4-20 is amended to read:

622 **15-4-20 ~~[Special Events And]~~ Temporary Change of Occupancy Permits**

623 A. **PURPOSE**. The intent of these regulations is to allow Administrative Permits for
624 ~~[Special Events and]~~ temporary change of occupancy ~~[activities]~~ only if adverse impacts
625 on the character of neighboring Property can be mitigated and issues of public safety,
626 traffic, and parking are provided for. Such Uses will be permitted where the adjacent
627 Street system is sufficient to accommodate the traffic impacts generated by said
628 ~~[Special Events and]~~ temporary change of occupancy; where the Property can
629 accommodate adequate Off-Street parking; where the Structures are designed to safely
630 accommodate said ~~[Special Event and]~~ temporary change of occupancy; and where the
631 type of Use~~[,]~~ and impacts are Compatible with the Uses otherwise permitted in the
632 zone.

633 B. **DURATION**. ~~[Special Event and]~~ temporary change of occupancy Administrative
634 Permits may be issued for duration of fifteen (15) days per permit and for no more than
635 twelve (12) times per year per Building. These days are not required to be consecutive.

636 C. **APPLICATION**. An Application must be submitted no less than fifteen (15) days prior
637 to the ~~[Special Event or]~~ temporary change of occupancy. The Planning Director may
638 reduce this timeframe to ten (10) days upon written request of the Applicant.

639 Applications shall be filed with the Planning Department and shall include the following
640 information:

641 1. **GENERAL DESCRIPTION**. A narrative of the Use and Site plan of the
642 proposed ~~[Special Event and]~~ temporary change of occupancy shall be submitted

with the application, including hours of operation, private or public activity, number of invitations sent, if a private event, or estimate of overall attendance, crowd management plan, security, deliveries, music or sound plan, including use of speakers, any beer or liquor license, any sign or lighting plan, parking plan, and any other applicable information.

2. **FLOOR PLAN.** A floor plan, drawn to scale, indicating in detail how the proposal will comply with applicable sections of the International Building Code shall be submitted with the application. This plan will indicate any chairs, tables, exits, sanitation, heating, food service/handling, etc. This plan shall be prepared and stamped by a licensed Utah Architect or Engineer, who shall indicate the maximum occupancy number for the specific use and floor plan for the ~~[Special Event and/or]~~ temporary change of occupancy ~~[P]~~ permit. Multiple floor plan layouts during the dates applied for will require individual stamped floor plan drawings by the Architect or Engineer. The Chief Building Official, or his or her designee, will also review this information and application for compliance with the International Building Code [IBC].

3. **ALL APPLICABLE FEES.** Refer to Fee Resolution.

4. Any requested additional City or governmental services or equipment.

D. **REVIEW CRITERIA.** In addition to the ~~[criteria and standards of]~~ review criteria in LMC Chapter 15-1-10(E), staff must review the following:

1. The Applicant shall provide written notice of the Property Owner's consent to the proposed [event] temporary change of occupancy.
2. The proposed Use shall not preclude Public Use of public Parking Spaces.

3. The Applicant shall provide [A]an entrance plan, including patron waiting line capacity. Any Use of exterior space for wait list or lines must be mitigated through the Use of barricades and/or security. Pedestrian International Building Code compliant Access along the public Right-of-way must be maintained, unless otherwise approved by the Chief Building Official.

4. The Use shall not violate Municipal Code [Section] Chapter 6-3[-9(B)], the [City] nNoise oOrdinance.

5. [The Application and a]All [signing] signage and lighting shall comply with the [municipal] [s]Sign Code, Title 12, and Illumination [lighting code], Section 12-4-9.

6. The Use shall comply with the Summit County Health [e]Code, the Fire Code, and State regulations on mass gathering.

7. The Use shall not violate the International Building Code [(IBC)].

8. The Applicant shall submit a delivery plan [in compliance with the delivery ordinance].

9. The Applicant shall adhere to all applicable City and State licensing requirements [ordinances].

10. The Applicant must have an approved operational permit according to the requirements of the International Fire Code prior to the issue of a[n] temporary change of occupancy permit.

11. The Property may not be in violation of the [No-existing] LMC or International Building Code [violations are on the property].

12. Notice shall comply with Section 15-1-21.

The Fire Marshal[t] may conduct a Site inspection at any time during the [event]

689 temporary change of occupancy to ensure compliance with the above criteria.

690 E. **TEMPORARY STRUCTURES, TENTS, AND VENDORS**. See Section 15-4-16 for
691 regulations related to Administrative Permits for temporary Structures, tents, and
692 vendors not associated with Special Event permits.

693 Section 15-15-1 is amended to read:

694 **15-15-1 Definitions**

695 ~~**MASTER FESTIVAL**. Any event held on public or private Property in which the general
696 public is invited with or without charge and which creates significant public impacts
697 through any of the following:~~

698 ~~The attraction of large crowds;~~

699 ~~Necessity for Street closures on Main Street or any arterial Street necessary for the safe
700 and efficient flow of traffic in Park City;~~

701 ~~Use of public Property;~~

702 ~~Use of City transportation services;~~

703 ~~Use of off-Site parking facility, or;~~

704 ~~Use of amplified music in or adjacent to a residential neighborhood.]~~

705 **SPECIAL EVENT**. See Municipal Code Title 4A, Special Events, Chapter 1, Definitions.

706 ~~[Any event, public or private, with either public or private venues, requiring City licensing
707 beyond the scope of normal Business and/or liquor regulations, as defined by this Code,
708 or creates public impacts through any of the following:~~

709 ~~The use of City personnel;~~

710 ~~Impacts via disturbance to adjacent residents;~~

711 ~~Traffic/parking;~~

712 ~~Disruption of the normal routine of the community or affected neighborhood; or~~
713 ~~Necessitates Special Event temporary beer or liquor licensing in conjunction with the~~
714 ~~public impacts, neighborhood block parties or other events requiring Street closure of~~
715 ~~any residential Street that is not necessary for the safe and efficient flow of traffic in~~
716 ~~Park City for a duration of less than one (1) day shall be considered a Special Event.]~~

717 Section 15-15-2 is amended to read:

718 **15-15-2 List of Defined Terms**

719 -M-

720 ~~[Master Festival]~~

721 Master Planned Development (MPD)

722 Material Deconstruction or Dismantling

723 Maximum Extent Feasible

724 Maximum House Size

725 Model Home

City Council Staff Report



Subject: Nightly Rentals in the Western HRL Zone
Application: PL-20-04547
Author: Rebecca Ward
Date: July 30, 2020
Type of Item: Legislative – Land Management Code Amendment

Summary Recommendations

Staff recommends the City Council (1) review the proposed Land Management Code amendment to Footnote 2 of LMC § 15-2.1-2(B)(1) in the western Historic Residential Low – Density Zoning District that establishes additional Nightly Rental Conditional Use Permit criteria and caps the number of Nightly Rentals to 12; (2) hold a public hearing; and (3) consider approving Ordinance No. 2020-37.

Description

Applicant: Planning Department
Zoning District: Western Historic Residential – Low Density
Reason for Review: Land Management Code amendments require Planning Commission review and recommendation to City Council for Final Action

Acronyms

CUP Conditional Use Permit
HRL Historic Residential – Low Density Zoning District
LMC Land Management Code
MCPC Municipal Code of Park City

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

Background

Nightly Rentals in the western Historic Residential – Low Density (HRL) Zoning District require a Conditional Use Permit (CUP). In 2019, the Commission approved three Nightly Rental CUPs in the western HRL Zoning District (74 King Road – [Staff Report, Minutes](#), p. 29; 81 King Road – [Staff Report, Minutes](#), p. 43; and 158 Ridge Avenue – [Staff Report, Minutes](#), p. 17). During these meetings, several concerns were raised regarding substandard roads, access during inclement weather, snow removal and storage, noise, traffic, and parking limitations unique to the western HRL Zoning District.

On January 8, 2020, the Planning Commission asked staff to prepare a work session to discuss Nightly Rentals in the western HRL Zoning District ([Minutes](#), p. 18-27). On March 11, 2020, the Planning Commission conducted the work session and requested that staff return with additional CUP criteria to mitigate impacts unique to this area with a potential cap on the number of permitted Nightly Rentals ([Staff Report, Minutes](#), p. 6-20).

On July 8, 2020, the Planning Commission considered the proposed Land Management

Code amendments and forwarded a unanimous positive recommendation for City Council's consideration ([Staff Report](#); [Audio](#)). The Commission made one change to the proposed language, described in the Analysis section below.

The Commission also recommended that the City Council consider scheduling a work session to discuss potential amendments to the Municipal Code of Park City (MCMP) [§ 4-5-3, Regulation Of Nightly Rentals](#), to enhance Nightly Rental management standards, noise and occupancy control, review criteria, and enforcement.

Since 2000, the Commission has approved seven Nightly Rental CUPs in the western HRL Zoning District. Two of these seven properties have active Nightly Rental Business Licenses; three have pending Nightly Rental Business Licenses. There is one pending application for a Nightly Rental CUP that is scheduled for the Commission's review in August or September.

Analysis

Nightly Rentals are allowed in most Zoning Districts citywide and are only prohibited in the Single-Family,¹ Recreation and Open Space, Protected Open Space, Public Use Transition, and Community Transition Zoning Districts.² Additionally, some Homeowner Associations located in Zoning Districts that allow Nightly Rentals prohibit them.

The outlier for Nightly Rentals is the HRL Zoning District, which is divided into three sections, shown in light blue in the image on the next page – the western Sampson Avenue/Ridge Avenue/King Road HRL area, the middle McHenry Avenue HRL area, and the eastern Lower Rossi Hill HRL area:

¹ Nightly Rentals are allowed in the Prospector Village Subdivision within the Single-Family Zone.

² Nightly Rentals are prohibited in the April Mountain and Mellow Mountain Subdivision in the Residential Development District.



In 2015, at the request of residents, the City Council passed and adopted [Ordinance No. 15-44](#) to prohibit Nightly Rentals in the McHenry HRL area, in part to protect the McHenry neighborhood as a primary resident neighborhood ([Staff Report](#), p. 248; [Minutes](#), p. 8).

In 2017, the City Council passed and adopted [Ordinance 2017-05](#), amending the zoning map to rezone a portion of the Residential – Medium Density Zoning District to HRL zoning (the Lower Rossi Hill area) to diminish potential density around three historic homes designated Landmark status on the City’s Historic Sites Inventory. As a result of the 2015 amendments limiting Nightly Rentals to the western HRL area, Nightly Rentals were by default prohibited in the Lower Rossi Hill HRL area.

Please see Exhibit C to view a letter property owners sent to the Mayor regarding Nightly Rentals in the Lower Rossi Hill HRL area. Staff plans to bring potential LMC amendments for the Commission’s consideration on August 26 to clarify this matter.

Of the three HRL areas, Nightly Rentals are only permitted in the western HRL area, subject to an approved CUP. Goal 7 of the General Plan, *Life-cycle Housing: Create a diversity of primary housing opportunities to address the changing needs of residents*, includes objective 7C: “Focus future nightly rental units to resort neighborhoods – near Park City Mountain Resort and Deer Valley” (General Plan, Volume I, [Sense of Community](#), p. 71). The western HRL area provides ski access to Park City Mountain Resort from Upper Norfolk Avenue.

While the General Plan supports Nightly Rentals with resort access, the General Plan

recommends “[r]econsideration of allowing nightly rentals in the HRL Zoning District as an Allowed Use or Conditional Use” (General Plan, Volume II, [Sense of Community](#), p. 86). The HRL Zoning District contains steep slopes and substandard roads and is intended to maintain lower residential density within the Historic District.³

As a result of the unique features of this area, several concerns have been raised about Nightly Rentals. To mitigate the impacts of Nightly Rentals in this area, the proposal (I) amends Footnote 2 of LMC § 15-2.1-2(B)(1) to establish additional Conditional Use Permit criteria; and (II) caps the number of Nightly Rental Conditional Use Permits in the western HRL Zoning District to 12.

**(I) AMEND FOOTNOTE 2 OF LMC § 15-2.1-2(B)(1) TO ESTABLISH ADDITIONAL
CONDITIONAL USE PERMIT CRITERIA.**

“There are certain Uses that, because of unique characteristics or potential impacts on the municipality, surrounding neighbors, or adjacent land Uses . . . may be Compatible only if certain conditions are required that mitigate or eliminate the detrimental impacts.” The Commission must approve a CUP if reasonable conditions are proposed or can be imposed to mitigate the reasonably anticipated detrimental effects of the Use in accordance with applicable standards. LMC [§ 15-1-10](#).

The current standards for CUP approval are outlined in LMC [§ 15-1-10\(E\)](#) and include consideration of the size and location of the Site, traffic and capacity of existing Streets, utility and storm water run-off, emergency vehicle Access, location and amount of off-Street parking, internal vehicular and pedestrian circulation systems, fencing and landscaping, building features compared to adjoining properties, Open Space, signs and lighting, architectural design, noise and mechanical factors, delivery and service vehicles, ownership and management, sensitive land considerations, and consistency with the General Plan.

Much of the western HRL Zoning District is located on steep slopes and residences are accessed by narrow, substandard roads. As a result, concerns regarding Nightly Rentals in this area are mostly related to access during inclement weather, snow removal and storage, and parking limitations. In the past, the Commission has recommended additional Conditions of Approval to put potential renters on notice of these conditions to help mitigate the impacts of Nightly Rentals on the neighborhood.

The City Engineer reviewed Nightly Rentals in the western HRL Zoning District and made the following recommendation:

Given the fact that all of the roads in the HRL Western Zone (Norfolk Avenue, King Road, Ridge Avenue, and Sampson Avenue) do not meet current engineering standards related to roadway width and in some cases steepness of the road, we suggest that any residences approved for nightly rental include in the rental

³ LMC [§ 15-2.1.1](#).

agreement that all vehicles brought to the site are parking on site and that they be an all-wheel or 4-wheel drive model during the winter season.

To mitigate impacts on Nightly Rentals in the western HRL Zoning District, the Land Management Code redlines include: (a) limiting parking to on-site Parking Spaces, (b) providing information to renters about potential access issues during inclement weather and requiring all-wheel or four-wheel drive vehicles during the winter season, (c) providing information on nearby ski access, free transit, and Historic Main Street that is within walking distance from the rental, and (d) requiring that property management contact information be displayed in a prominent location within the Nightly Rental.

These redlines additionally require the Applicant to submit a draft rental agreement with the CUP application so that the Commission can review the agreement language to confirm that these items are addressed (Exhibit A, Attachment 1).

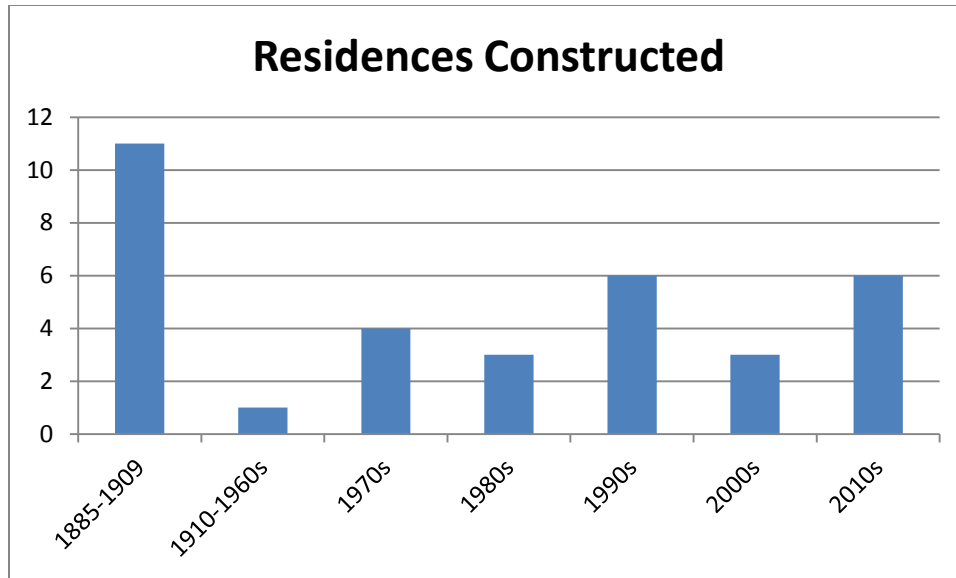
Staff originally proposed Land Management Code amendments to recommend all-wheel or four-wheel drive vehicles during the winter season. The Commission amended this to require all-wheel or four-wheel drive vehicles during the winter season. The redlines reflect this change.

(II) AMEND FOOTNOTE 2 OF LMC § 15-2.1-2(B)(1) TO ESTABLISH ADDITIONAL CONDITIONAL USE PERMIT CRITERIA AND TO CAP THE NUMBER OF NIGHTLY RENTALS IN THE WESTERN HRL ZONING DISTRICT TO 12.

In 1984, the City Council adopted [Ordinance No. 84-9](#), which created the HRL Zoning District. At this time, Nightly Rentals in the HRL Zoning District required a CUP. In the 1980s, there were 19 total residences in the western HRL area.

Three years later, the City Council passed and adopted [Ordinance No. 87-2](#), making Nightly Rentals an allowed rather than conditional use in the HRL Zoning District. Throughout the 1990s, six new residences were constructed in the western HRL area, raising the total number of residences to 25. Any of the property owners of these 25 residences could apply for a Business License to operate a Nightly Rental.

In 2000, the City Council passed and adopted [Ordinance No. 00-15](#), which approved a comprehensive and substantive rewrite of the LMC and designated Nightly Rentals a Conditional Use in the HRL Zoning District. Since that time, nine new residences have been constructed in the western HRL area. Today, the total number of residences in the western HRL area is 35 (the date of construction for one of the residences is unknown). Of these 35 residences, 16 are primary and 19 are secondary.



There are 61 total parcels/Lots in the western HRL Zoning District that range in size from .06 acres to 0.31 acres. While 35 Lots contain residences, 26 of the total 61 parcels/Lots are vacant. Of these 26 vacant parcels/Lots, 24 are potentially developable because they meet the minimum HRL Lot Area of 3,750 square feet.⁴ LMC [§ 15-2.1-3\(A\)](#). Potential development of these vacant parcels/Lots would most likely be Single Family Dwellings, allowed under the HRL Uses Section, LMC [§ 15-2.1-2](#).

When Nightly Rentals were first designated a Conditional Use Permit in the western HRL Zoning District, there were 25 total residences. With the additional construction of new residences since that time, more driveways/accesses have been added to these substandard roads, reducing what little on-street parking there is in the area. Local residents are familiar with navigating these substandard roads. However, visitors to the City may not be as familiar with the substandard roads, access challenges during the winter season, and parking limitations. A cap on Nightly Rental Conditional Use Permits may help mitigate the impacts to the neighborhood.

Approximately 46% of housing stock within City limits is used for Nightly Rentals. This number has remained fairly consistent since at least 2014. Capping the Nightly Rentals in the western HRL Zoning District to 46% of the total 25 residences that existed when the Land Management Code was amended in 2000 to require a Conditional Use Permit in the western HRL Zoning District—which equals 12—provides a tool to manage the Nightly Rentals in this area, while restricting the number of total Nightly Rentals as the area continues to develop into the next decade.

Review

The Development Review Committee and Planning, Engineering, and Legal Departments reviewed this report.

⁴ This number may be further diminished due to limited access and prohibitive steep slopes.

Notice

Staff mailed courtesy notice to property owners within the western HRL Zoning District on June 19, 2020. Staff published notice on the City's website and the Utah Public Notice website on June 24, 2020. The *Park Record* published notice on June 24, 2020. LMC [§ 15-1-21](#).

Public Input

Please see Exhibits B and C.

Alternatives

- The City Council may approve Ordinance 2020-37;
- The City Council may deny Ordinance 2020-37; or
- The City Council may continue the discussion to a later date and direct staff to conduct further research.
- The City Council may also direct staff to prepare for a work session to discuss Nightly Rental Regulations outlined in the Municipal Code [§ 4-5-3](#).

Exhibits

Exhibit A: Ordinance No. 2020-37 and Attachment 1, Land Management Code Redlines

Exhibit B: Public Input

Exhibit C: Lower Rossi Hill Property Owner Letter to Mayor

ORDINANCE 2020-37

AN ORDINANCE AMENDING FOOTNOTE 2 OF LAND MANAGEMENT CODE § 15-2.1-2(B)(1) TO ESTABLISH ADDITIONAL CONDITIONAL USE PERMIT CRITERIA AND A CAP OF TWELVE NIGHTLY RENTALS IN THE WESTERN HISTORIC RESIDENTIAL – LOW DENSITY ZONING DISTRICT

WHEREAS, the Land Management Code was adopted by the City Council of Park City, Utah, 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, Nightly Rentals – rentals for fewer than 30 days – require a Conditional Use Permit in the western Historic Residential – Low Density Zoning District;

WHEREAS, the western Historic Residential – Low Density Zoning District includes residences along King Road, Ridge Avenue, and Sampson Avenue, which roads do not meet current engineering standards related to roadway width and in some cases steepness of the road;

WHEREAS, in inclement weather, access to these residences may require all-wheel or 4-wheel drive during the winter season;

WHEREAS, due to the narrow and steep roads, on-street parking is limited and Nightly Rental parking shall be limited to on-site parking only;

WHEREAS, the General Plan recommends Nightly Rentals in this area due to resort access and property owners shall provide Nightly Renters with information on walkability to tourist destinations and ski access to the resort;

WHEREAS, the property management information shall be prominently displayed inside the Nightly Rental property so that any issues or disturbances may be timely addressed;

WHEREAS, due to the unique topography of the western Historic Residential – Low Density Zoning District and current and potential future development in the area, the Commission has determined that no more than twelve Nightly Rental Conditional Use Permits shall be issued;

WHEREAS, the Planning Commission duly noticed and conducted a public hearing on July 8, 2020 and forwarded a positive recommendation to City Council; and

WHEREAS, the City Council duly noticed and conducted a public hearing on July 30, 2020.

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

SECTION 1. FOOTNOTE 2 OF LAND MANAGEMENT CODE § 15-2.1-2(B)(1), *Historic Residential – Low Density District Uses*. The recitals above are incorporated herein as findings of fact. Section 15-2.1-2(B)(1), Footnote 2, of the Land Management Code of Park City is hereby amended as outlined in Attachment 1.

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

PASSED AND ADOPTED this 30th day of July, 2020

PARK CITY MUNICIPAL CORPORATION

Andy Beerman, Mayor

Attest:

City Recorder

Approved as to form:

Mark Harrington, City Attorney

15-2.1-2 Uses

. . .

B. CONDITIONAL USES.

1. Nightly Rentals²
2. Lockout Unit
3. Accessory Apartment³
4. Child Care Center¹
5. Essential Municipal and Public Utility Use, Facility, Service and Structure
6. Telecommunication Antenna⁴
7. Satellite dish greater than thirty-nine inches (39") in diameter⁵
8. Residential Parking Area or Structure five (5) or more spaces
9. Temporary Improvement⁶
10. Passenger Tramway Station and Ski Base Facility⁷
11. Ski Tow Rope, Ski Lift, Ski Run, and Ski Bridge⁶
12. Recreation Facility, Private
13. Fences greater than six feet (6') in height from Final Grade^{5,8}

² No more than twelve (12) Conditional Use Permits shall be allowed only in the West sub-neighborhood located south of platted 2nd Avenue, west of Upper Norfolk and Daly Avenues, and east of King Road. No Nightly Rentals are allowed elsewhere in this Zoning District. In addition to the Conditional Use Permit criteria in LMC § 15-1-10(E), the Planning Commission shall consider whether or not the proposed Nightly Rental mitigates the impacts of and addresses the following items: (a) all rental agreements for Nightly Rental shall include language that limits the vehicles allowed to the number of

24 on-site Parking Spaces; (b) all rental agreements shall include language indicating that
25 all-wheel or four-wheel drive vehicles are required during the winter season; (c) all
26 rental agreements shall provide Nightly Renters with information regarding walkable
27 access to skiing, to Park City's Historic Main Street, to Old Town, and to Park City's free
28 transit service; and (d) property management contact information shall be displayed in a
29 prominent location inside the Nightly Rental.

From: [planning](#)
To: [Rebecca Ward](#)
Subject: FW: Nightly Rentals - Sampson, Ridge, King Road Neighborhood
Date: Monday, July 06, 2020 1:10:36 PM

Jessica R. Nelson
Planning Analyst
(435) 615-5061

Disclaimer: The Planning Department strives to give the best customer service possible and to respond to questions as accurately as possible based upon the information provided. However, answers given at the counter and/or prior to application are not binding and they are not a substitute for formal Final Action, which may only occur in response to a complete application to the Planning Department. Those relying on verbal input or preliminary written feedback do so at their own risk. Zoning and Land Management Code sections are subject to change.

From: Carol Sletta [mailto:cbsletta@gmail.com]
Sent: Monday, July 6, 2020 1:00 PM
To: Council_Mail; planning
Subject: Nightly Rentals - Sampson, Ridge, King Road Neighborhood

Please pass on to Planning Commissioners...Thank you.

Greetings!

I am totally in favor of reducing the number of nightly rentals and imposing stricter criteria to the CUP. My concerns (which I have expressed over the years) are the same as those listed to consider: substandard roads, traffic, parking and access in inclement weather. Not to mention late night arrivals and hot tub parties (which could happen with permanent residents, but more likely with nightly rentals).

With extensive new construction and remodeling, the neighborhood has become overrun with nightly rentals. King Road is particularly problematic. You should also look into Anchor Ave as it feeds into King Road.

I hope/trust Alice Claim/Woodside Gulch subdivision is included in this discussion, as well.

May I suggest you take a walk or drive the neighborhood so you can get a first-hand understanding of this special area of Old Town.

Stay safe!
Respectfully,

Carol Sletta
135 Sampson Avenue
cbslett@gmail.com

From: [Alexandra Ananth](#)
To: [Rebecca Ward](#)
Subject: FW: Public input for Planning Commission meeting tomorrow July 8 re: Nightly Rentals in the Western HRL Zone
Date: Tuesday, July 07, 2020 12:19:39 PM

From: Eric R. Hermann [mailto:ehermann@fhinternational.com]
Sent: Tuesday, July 7, 2020 11:09 AM
To: Bruce Erickson; Alexandra Ananth; Hannah Tyler
Cc: Susan Fredston-Hermann
Subject: Public input for Planning Commission meeting tomorrow July 8 re: Nightly Rentals in the Western HRL Zone

Dear Planning Commission Staff,

We live on Upper Norfolk Avenue and wish to register our concern about nightly rentals. Presumably, most nightly renters are responsible; unfortunately, some are not. We have witnessed parties (and cleaned up subsequent empty liquor bottles that wound up on the trail system) and most recently on the night of July 4/5 suffered through a series of firecrackers set off at 1:30 am – based upon direction and proximity, by nightly renters in an adjacent dwelling. The police were called and closed down a 2019 party thrown by renters at 200 King Road that got out of control, so we are surprised that staff have found no complaints about nightly renters in western Old Town. While we recognize that some homeowners seek nightly rental income in order to balance their budgets, we worry that the influx of non-resident short term renters, some of whom do not appear to care about their neighbors or neighborhood, diminish the quality of life of Old Town residents. Moreover, in this time of COVID, the last thing Park City needs is short term visits by people from out of town. We strongly endorse capping nightly rentals at the existing number of 12 and suggest that, in addition, (i) no new nightly rentals be approved in the Western HRL Zone, so the approved number gradually diminishes through attrition, (ii) nightly rentals pay a fee to the city to compensate for the added use of city services, and (iii) nightly rentals suffer a penalty if renters disturb the peace.

Sincerely,

Eric & Susan Fredston-Hermann

205 Upper Norfolk Avenue

December 12, 2019

VIA U.S. MAIL AND E-MAIL (andy@parkcity.org)

Park City Municipal Corporation
Attn: Andy Beerman, Mayor
PO Box 1480
Park City, Utah 84060

Re: HRL Zone- Nightly Rental Prohibition Error on Dennis Property

Dear Mayor Beerman,

This firm represents Frank Watanabe, Watanabe Ventures, LLC, and Lilac Hill, LLC. Watanabe Ventures holds a security interest and an executory option to purchase that certain real property located on Deer Valley drive commonly known as 622, 652 and 660 Rossie Hill, Parcel Nos. PC-546-547, currently vested in the Dennis family (the “Dennis Property”). We recently discovered that City records incorrectly reflect the Dennis Property as being zoned in an area in which nightly rentals are prohibited, with or without a conditional use permit.

Under the Park City Land Management Code Section 15-2.1-2, which defines, among other things, the permissible uses of properties located in the Historic Residential-Low Density Zone (the “HR-L Zone”), nightly rentals are listed as potential conditional uses, subject to the following footnote:

Conditional Use Permit allowed only in the West sub-neighborhood located south of platted 2nd Avenue, west of Upper Norfolk and Daly Avenues, and east of King Road. No Nightly Rentals are allowed elsewhere in this Zoning District.

Thus, as things stood in 2015, some owners in the HR-L Zone are permitted to apply for conditional use permits for nightly rentals and some are not, depending on the “sub-neighborhood” in which their property is located.

Note that this code section – and this detailed sub-neighborhood-specific footnote – was last amended in 2015 by Ordinance No. 15-44, at a point in time before the Dennis Property was included in the zone. A copy of this ordinance is enclosed.

To our knowledge, it was not until 2017 that the Planning Department proposed adding the Dennis Property to the HR-L Zone. According to the February 16, 2017 Staff Report regarding the Dennis Property, nightly rentals were clearly identified as a conditional use:

Zone Allowance:	Residential Medium- Density (RM)	Historic Residential Low-Density (HRL) District
<i>Single Family Dwelling</i>	<i>Allowed</i>	<i>Allowed</i>
<i>Duplex Dwelling</i>	<i>Allowed</i>	<i>Not Permitted</i>
<i>Triplex Dwelling</i>	<i>Allowed</i>	<i>Not Permitted</i>
<i>Secondary Living Quarters</i>	<i>Allowed</i>	<i>Not Permitted</i>
<i>Lockout Unit</i>	<i>Allowed</i>	<i>CUP</i>
<i>Accessory Apartment</i>	<i>Allowed</i>	<i>CUP</i>
<i>Nightly Rental</i>	<i>Allowed</i>	<i>CUP</i>
<i>Home Occupation</i>	<i>Allowed</i>	<i>Allowed</i>
<i>Child Care, In-Home Babysitting</i>	<i>Allowed</i>	<i>Allowed</i>
<i>Child Care, Family</i>	<i>Allowed</i>	<i>Allowed</i>
<i>Child Care, Family Group</i>	<i>Allowed</i>	<i>Allowed</i>
<i>Accessory Building and Use</i>	<i>Allowed</i>	<i>Allowed</i>

See p. 146 of February 16, 2017 Staff Report, a copy of which is enclosed.

Notably, nowhere in the Staff Report does it state that nightly rentals would be prohibited on the Dennis Property if they agreed to be re-zoned HR-L. The Dennis' attorney, Bryce Panzer was in attendance at this meeting. He has advised Mr. Watanabe that had he and the Dennises been made aware that nightly rentals were not going to be a permissible conditional use in the HRL Zone, the Dennises would have objected to the rezone.

Based on this information, we believe that the prohibition on nightly rentals on the Dennis Property was not properly placed before the City Council, the Dennises or the public who would have had an opportunity to provide input on that aspect of the rezone. Rather, we think this prohibition is a result of an apparent oversight or scrivener's error.

Since the prohibition does not appear to have been actually voted on by the City Council – which voted based on the information in the staff report – it plainly did not intend to prohibit nightly rentals on the Dennis Property when it adopted Ordinance 2017-05.

From our prospective, this can be corrected administratively. Let me know if there is any additional information required to process this correction. The Dennises and our client would appreciate it very much if this matter could be resolved quickly, as it potentially impacts their transaction.

Sincerely,

HOGGAN LEE HUTCHINSON



Matthew B. Hutchinson

Encl.

cc: Frank Watanabe (via e-mail)
Mark Harrington (via e-mail)
Bruce Erickson (via e-mail)
Bryce Panzer, Esq. (via e-mail)

Ordinance 15-44

AN ORDINANCE AMENDING THE LAND MANAGEMENT CODE OF PARK CITY, UTAH, AMENDING SECTION 15-2.1-2 USES IN THE HISTORIC RESIDENTIAL-LOW DENSITY (HR-L) DISTRICT.

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

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 its residents and visitors; and to preserve the community's unique character and values; and

WHEREAS, the City reviews the Land Management Code and identifies necessary amendments to address planning and zoning issues that have come up in the past, and to address specific Land Management Code issues raised by the public, Staff, and the Commission, and to align the Code with the Council's goals implementing the General Plan; and

WHEREAS, the City's goals include preservation of Park City's character regarding Old Town improvements, historic preservation, sustainability, affordable housing, and protecting Park City's residential neighborhoods and commercial districts; and

WHEREAS, Chapters 2.1, Historic Residential-Low Density District (HR-L) provides a description of requirements, provisions and procedures specific to this zoning district that the City desires to revise; and

WHEREAS, by prohibiting Nightly Rentals within the HR-L District-East, it would further protect the integrity of this Old Town sub-neighborhood to remain predominantly as a primary resident neighborhood; and

WHEREAS, the Planning Commission duly noticed and conducted public hearings at the regularly scheduled meeting on May 13, 2005, October 14, 2015, and October 28, 2015; and forwarded a positive recommendation to City Council; and

WHEREAS, the City Council duly noticed and conducted a public hearing at its regularly scheduled meeting on November 5, 2015; and

WHEREAS, it is in the best interest of the residents of Park City, Utah to amend the Land Management Code to be consistent with the Park City General Plan and to be consistent with the values and identified goals of the Park City community and City Council to protect health and safety, maintain the quality of life for its residents,

preserve and protect the residential neighborhoods, and preserve the community's unique character.

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

SECTION 1. AMENDMENTS TO TITLE 15 - Land Management Code Chapter 2.1 Section 2. The recitals above are incorporated herein as findings of fact. Section 15-2.1-2 of the Land Management Code of Park City is hereby amended as redlined (see Attachment 1).

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



PASSED AND ADOPTED this 5th day of November, 2015.

PARK CITY MUNICIPAL CORPORATION



Jack Thomas, Mayor

Attest:



Michelle Kellogg, City Recorder

Approved as to form:



Mark Harrington, City Attorney

Attachment 1

15-2.1-2. USES.

(A) ALLOWED USES.

- (1) Single Family Dwelling
- (2) Home Occupation
- (3) Child Care, In-Home Babysitting
- (4) Child Care, Family¹
- (5) Child Care, Family Group¹
- (6) Accessory Building and Use
- (7) Conservation Activity
- (8) Agriculture
- (9) Residential Parking Area or Structure with four (4) or fewer spaces

(B) CONDITIONAL USES.

- (1) Nightly Rentals⁸
- (2) Lockout Unit
- (3) Accessory Apartment²
- (4) Child Care Center¹
- (5) Essential Municipal and Public Utility Use, facility, service, and Building
- (6) Telecommunication Antenna³
- (7) Satellite dish greater than thirty-nine inches (39") in diameter⁴
- (8) Residential Parking Area or Structure five (5) or more spaces
- (9) Temporary Improvement⁵
- (10) Passenger Tramway Station and Ski Base Facility⁶
- (11) Ski Tow Rope, Ski Lift, Ski Run, and Ski Bridge⁶
- (12) Recreation Facility, Private
- (12) Fences greater than six feet (6') in height from Final Grade^{5,7}

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

(Amended by Ord. Nos. 06-56; 09-10; 15-44)

¹See LMC Chapter 15-4-9 for Child Care Regulations

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

³See LMC Chapter 15-4-14, Telecommunications Facilities

⁴See LMC Chapter 15-4-13, Satellite Receiving Antennas

⁵Subject to Administrative or Administrative Conditional Use permit, see LMC Chapter 15-4.

⁶See LMC Chapter 15-4-18, Passenger Tramways and Ski-Base Facilities

⁷See LMC Chapter 15-4-2, Fences and Walls

⁸Conditional Use Permit allowed only in the West sub-neighborhood located south of platted 2nd Avenue, west of Upper Norfolk and Daly Avenues, and east of King Road. No Nightly Rentals are allowed elsewhere in this Zoning District.



DATE: February 16, 2017

TO HONORABLE MAYOR AND COUNCIL

City Council has expressed concern about the future development of the BLM parcels along Rossie Hill Drive, which include 622, 652, and 660 Rossie Hill Drive. The neighborhood of the BLM parcels is currently zoned Residential Medium (RM) District along Deer Valley Drive, and Estate (E) to the south of Rossie Hill Drive; this area provides a transition between Old Town to the West and Lower Deer Valley to the east. As outlined in the General Plan, the aesthetics of the Lower Deer Valley neighborhood should be preserved with special consideration to preserving the few remaining miners' houses along Deer Valley Drive and encouraging compatible development that does not overwhelm the historic houses. Additionally, the General Plan recommends the use of conservation neighborhoods tools to protect native vegetation and wildlife corridors in the Lower Deer Valley neighborhood.

In order to maintain the aesthetic experience of arriving at the resort and meeting City Council's goals for preserving historic resources along Deer Valley Drive, City Council directed staff to make a zone change amendment on September 22, 2016. The Planning Commission forwarded a positive recommendation to City Council for this zone change on January 11, 2017.

Respectfully:

Anya Grahn, Planner II



PLANNING DEPARTMENT

City Council Staff Report

Subject: Zoning Map Amendment Request
Author: Anya Grahn, Historic Preservation Planner
Bruce Erickson, AICP, Planning Director
Project Number: PL-16-03323
Date: February 16, 2017
Type of Item: Legislative – Zoning Map Amendment

Summary Recommendations

Staff recommends the City Council hold a public hearing for the Zoning Map Amendment Request from Residential Medium (RM) District to Historic Residential Low-Density (HRL) District and Recreation Open Space (ROS) at 622, 652, and 660 Rossie Hill Drive and the BLM-owned parcels as well as an additional zone change from Estate (E) to ROS for the BLM-owned parcels above Rossie Hill Drive, based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the draft ordinance.

Description

Applicant: Park City Planning Department
Location: 622, 652, and 660 Rossie Hill Drive as well as the adjacent BLM Parcels
Existing Zoning: Residential Medium (RM) and Estate (E)
Proposed Zoning: Historic Residential Low-Density (HRL) and Recreation Open Space (ROS)
Adjacent Land Uses: Single-family and multi-unit residential
Reason for Review: Zoning Map Amendment applications require a Planning Commission recommendation and City Council review and action

Executive Summary/Proposal

City Council has expressed concern about the future development of the BLM parcels along Rossie Hill Drive, which include 622, 652, and 660 Rossie Hill Drive. The neighborhood of the BLM parcels is currently zoned Residential Medium (RM) District along Deer Valley Drive, and Estate (E) to the south of Rossie Hill Drive; this area provides a transition between Old Town to the West and Lower Deer Valley to the east. As outlined in the General Plan, the aesthetics of the Lower Deer Valley neighborhood should be preserved with special consideration to preserving the few remaining miners' houses along Deer Valley Drive and encouraging compatible development that does not overwhelm the historic houses. Additionally, the General Plan recommends the use of conservation neighborhoods tools to protect native vegetation and wildlife corridors in the Lower Deer Valley neighborhood.

In order to maintain the aesthetic experience of arriving at the resort and meeting City Council's goals for preserving historic resources along Deer Valley Drive, City Council

directed staff to make a zone change amendment on September 22, 2016 ([Staff Report](#) page 92, [Minutes](#) page 18). The Planning Commission expressed concern about the zone change as they did not believe Deer Valley Drive was a transition between Old Town and Deer Valley Resort and they had reservations about creating a non-contiguous island of zoning; however, they forwarded a positive recommendation to City Council for this zone change on January 11, 2017, largely due to the owner's support of the rezone.

Background

Prior to 2013, the BLM has owned the hillside containing the three historic miner's houses at 622, 652, and 660 Rossie Hill Drive, the fire-damaged historic house at 632 Deer Valley Loop, and the triangle parcel above Rossie Hill Drive. In 2013, the BLM granted a land patent to the Bertagnoles for the 632 Deer Valley Loop parcel after 30 years of Color of Title legal action. Richard Dennis is currently in a Color of Title action with BLM for the three (3) remaining houses.

This hillside was initially zoned R-1 in 1968, which permitted a density of about 14.5 units/acre; however, by 1985, it had been rezoned to RM. The RM zoning district serves as a transition neighborhood between Old Town to the west and Lower Deer Valley to the east. The neighborhood is largely characterized by resort-oriented housing development, including single family, duplex, and multi-unit dwellings that serve as primary and second homes as well as nightly rentals.

The triangle parcel to the west of Coalition View Court is currently zoned Estate; however, the size of the parcel is a substandard lot for the minimum lot size requirements for the Estate zone.

During City Council's review of the Lilac Hill Subdivision at 632 Deer Valley Loop on July 14, 2016, Council was concerned about future development of the adjacent BLM parcels. In particular, Council asked staff to return with limitations on house size, height, site parameters, and restrictions on relocation of the historic houses. On September 22, 2016 [See [City Council Staff Report](#) (starting page 92) and [City Council Minutes](#) (starting page 15)], staff presented to City Council the potential to rezone the area from Residential-Medium (RM) to Residential Development (RD) District; however, upon further analysis, staff finds that Historic Residential Low-Density (HRL) is more appropriate.

Staff's change of recommendation from RD to HRL was largely due to the size of BLM parcel PC-537-X, which contains the three Richard Dennis-owned historic houses at 622, 652, and 660 Rossie Hill Drive. The RD zone district limits density to three units per acre (3 units/1 acre), and this property contains 3 houses on 0.74 acres. Therefore, if zoned RD, the site would be legal non-complying and no further development could occur. However, additions could be made to the existing homes during restoration.

Additionally, the proposed zone change is consistent with the plat notes added to the Lilac Hill Subdivision, approved by City Council on October 20, 2016 [See [City Council](#)

[Staff Report](#) (starting on page 108) and [City Council Minutes](#) (starting page 9)]. The property at 632 Deer Valley Loop is zoned RM; however, any new development at this site is required to comply with Park City Design Guidelines for Historic Districts and Historic Sites in order to ensure that new development is compatible to the historic structure on this lot and the Historic Structures in the surrounding area. The Conditions of Approval of [Ordinance 16-32](#) for this Subdivision also provided a 40% open space provision.

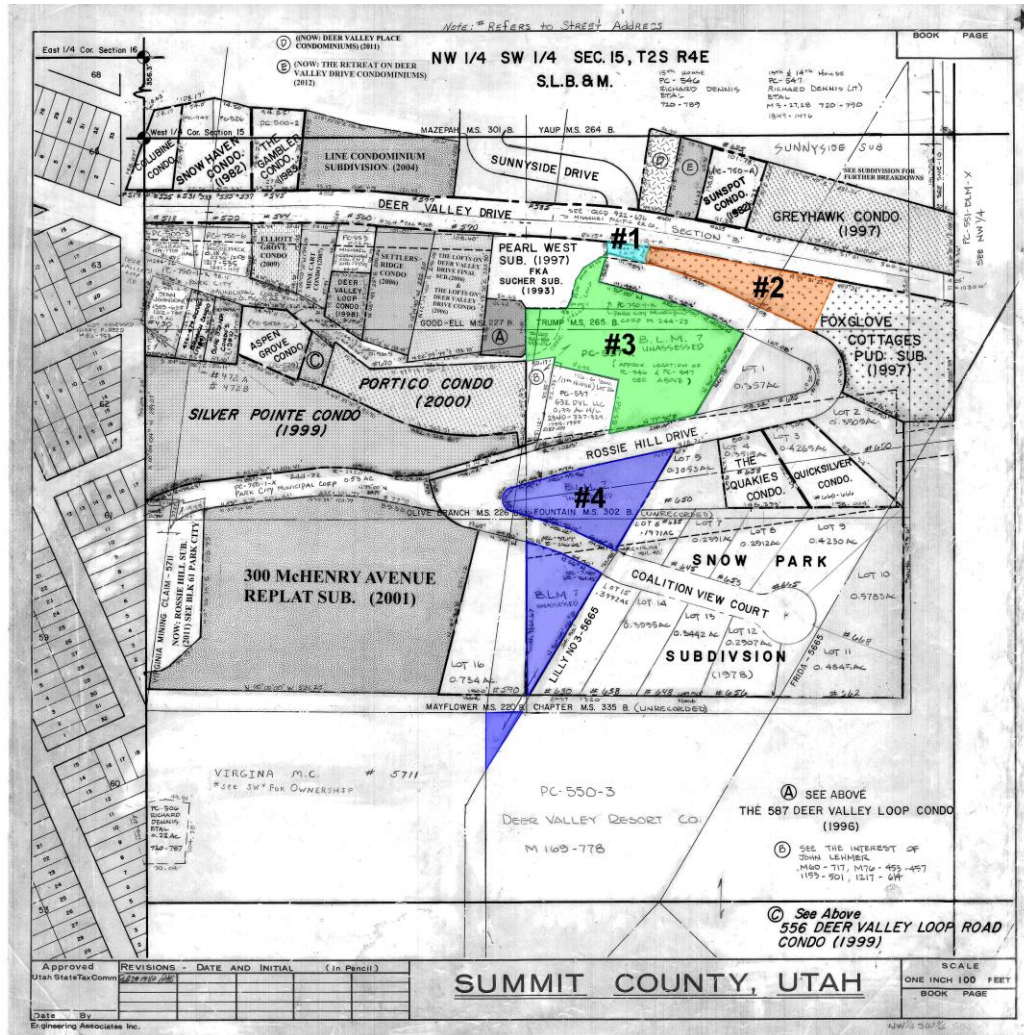
On January 11, 2017, the Park City Planning Commission reviewed this application. [See [Staff Report](#) (starting page 221) and Minutes (Exhibit F)]. Several of the Planning Commissioners expressed concern about zoning such a small parcel and that the HRL zoning proposal was not contiguous to the HRL neighborhood along McHenry Neighborhood. They also expressed interest in the City purchasing the property in order to better control development of the property consistent with the neighbors' wishes of seeing the hillside preserved as open space or even a pocket park. Ultimately, however, the Planning Commission found that the proposal would provide growth management, mitigated the neighborhoods' wishes and concerns about development of the Dennis-BLM parcel, and favored the rehab of the buildings to avoid demolition by neglect. The Planning Commission unanimously forwarded a positive recommendation to City Council for the rezone.

Zoning Map Amendment

In order to accommodate their goals, City Council directed staff to bring an application to rezone the BLM properties and private property which includes:

- Parcel 1: The City-owned parcel PC-750-4-X to the south of Rossie Hill Drive and north of the historic houses on Rossie Hill Drive
- Parcel 2: The portion of the Foxglove Cottages PUD Subdivision (1997) that was designated as common open space on their plat
- Parcel 3: BLM parcel PC-537-X which includes the Richard Dennis-owned historic houses at 622, 652, and 660 Rossie Hill Drive
- Parcel 4: BLM triangle parcel that extends from Rossie Hill to the north, across Coalition View Court, and south adjacent to the Snow Park Subdivision

These parcels are shown on the image below:



Summit County, Utah Parcel Map

These parcels are under separate ownership. The property is identified as Summit County parcels M244-24, PC-750-1-X, M-244-23, PC-537-X, and the un-assessed BLM triangle parcel that is located to the south and east of Rossie Hill Drive and south of Coalition View Court.

Parcel #1 is owned by Park City Municipal Corporation; it is the paved area that connects Rossie Hill Drive to Deer Valley Drive. Parcel #2 has been designated as open space on the Foxglove Cottages PUD Subdivision, recorded in 1997, and owned by the Foxglove Homeowners association. Parcel #3 is owned by the BLM; however, the BLM is in a Color of Title legal action with the Dennis family for the northeast side of the property which includes the three (3) historic houses along Rossie Hill Drive. Finally, Parcel #4 is also owned by the BLM.

Parcels #1, #2, and #3 are currently zoned Residential Medium (RM); whereas the triangle Parcel #4 is zoned Estate (E). Zoned as estate, Parcel #4 is an undevelopable parcel as the Estate zone requires a minimum lot size of three (3) acres for all uses with

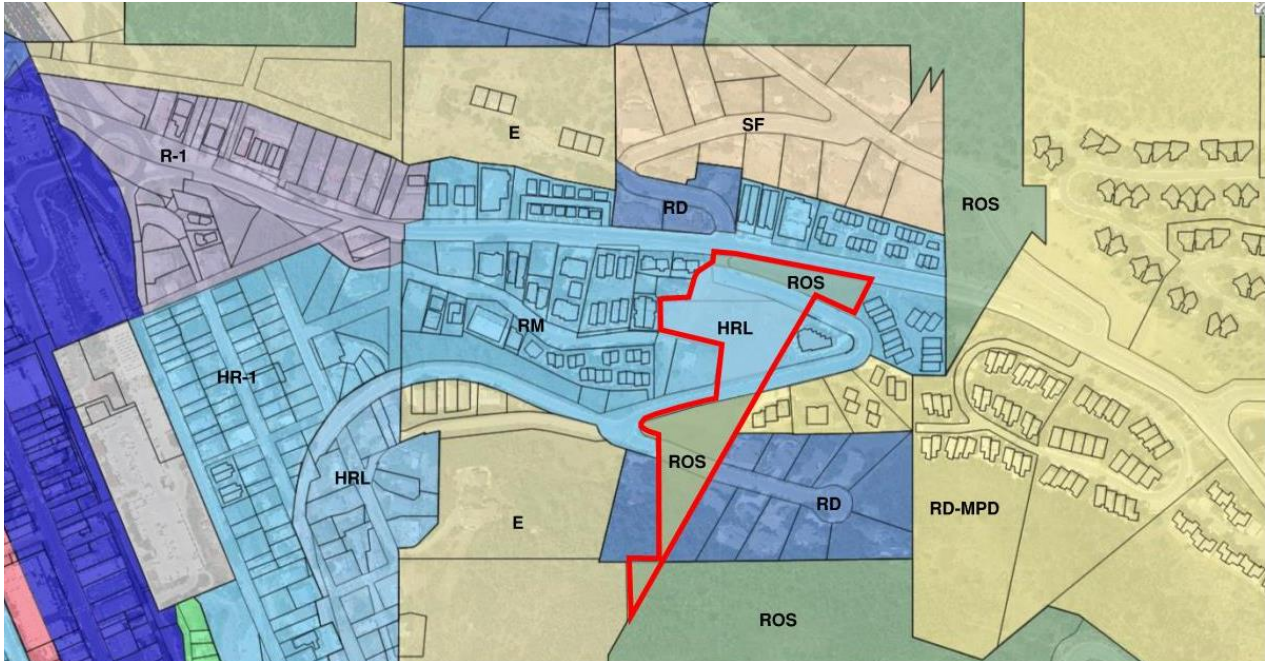
density limited to one (1) unit per three (3) acres. Parcel #4 consists of approximately 0.6 acres north of Coalition View Court and approximately 0.4 acres on the south side of Coalition View Court. These lots are substandard lots and cannot be developed under the current zoning.

Staff proposes rezoning Parcel #1, #2, and #4 as Recreation and Open Space (ROS). This will protect this area from development and allow it to retain its natural character of an open meadow. It will also help preserve the context of the historic houses along Rossie Hill Drive as they will continue to be framed by open space. The purposes of the ROS District include:

- A. establish and preserve districts for land uses requiring substantial Areas of open land covered with vegetation and substantially free from Structures, Streets and Parking Lots,
- B. permit recreational Uses and preserve recreational Open Space land,
- C. encourage parks, golf courses, trails and other Compatible public or private recreational Uses, and
- D. preserve and enhance environmentally sensitive lands, such as wetlands, Steep Slopes, ridge lines, meadows, stream corridors, and forests.
- E. encourage sustainability, conservation, and renewable energy.

Staff also proposes to rezone Parcel #3 from RM to HRL. The change in zone will aid in meeting Council's goals as it will reduce the amount of density permitted on the site as the RM zone would permit up to twenty-two (22) units of development and the HRL zone would only allow eight (8) units of development; these unit calculations are based only on the size of the lot and do not consider the placement of the historic houses on the property. The Historic zone designation will ensure that development is reviewed under the Historic District Design Guidelines and Review process (HDDR).

This property is not contiguous to the existing HRL Zone District, which is located approximately 750 feet to the west / southwest along Rossie Hill Drive. The size of the proposed rezoning area is approximately 15% of the total the size the entire existing HRL Zone District along McHenry Road.



This map outlines the area impacted by the proposed zoning change in red and notes the proposed zone changes for these parcels. Note the surrounding land uses.

This proposal to modify this specific area is aligned with the City's General Plan and current zoning restrictions. The zone change will maintain the existing open space on the hillside and designated by the Fox Glove Cottages PUD Subdivision and further protect the historic properties along Deer Valley Drive through the HRL zoning regulations, meeting the goals of the General Plan.

The purpose statements of the HRL zoning district reflect the strategies and goals outlined in our General Plan. The purpose statements for the HRL Zoning District include:

- A. reduce density that is accessible only by substandard Streets so these Streets are not impacted beyond their reasonable carrying capacity,
- B. provide an Area of lower density Residential Use within the old portion of Park City,
- C. preserve the character of Historic residential Development in Park City,
- D. encourage the preservation of Historic Structures,
- E. encourage construction of Historically Compatible Structures that contribute to the character and scale of the Historic District, and maintain existing residential neighborhoods.
- F. establish Development review criteria for new Development on Steep Slopes which mitigate impacts to mass and scale and the environment, and
- G. define Development parameters that are consistent with the General Plan policies for the Historic core.

These purpose statements reflect the goals for Historic Character as outlined in the General Plan. The General Plan seeks to preserve the integrity, mass, scale, and

character of Park City's Historic fabric. It also addressed examining lot sizes in Old Town to ensure compatible mass and scale of infill development and additions to historic structures. It recommends developing compatibility regulations that limit lot size, massing, siting, and height in order to guide compatible neighborhood development as well as retain and preserve the character of historic sites. Most importantly it intends to maintain local and national historic assignments, prevent incompatible infill as well as significant modifications/alterations to historic structures, and the loss of historic resources.

Parcel #3 was identified as Old Town in the General Plan. However, the historic resources along Deer Valley Drive were actually addressed as part of the Lower Deer Valley Neighborhood. In this area, Deer Valley is meant to be a transition between historic Old Town and the relatively new resort. The General Plan sought to preserve the aesthetic experience of the approach to the resort by maintaining cultural resources along Deer Valley Drive, particularly the few remaining miner's home. Again, preservation is a key component to the HR-L zoning District.

The following table outlines the differences between the existing RM and proposed HRL zones:

Zone Allowance:	Residential Medium-Density (RM)	Historic Residential Low-Density (HRL) District
<i>Lot Size Requirements:</i>		
<i>Single Family</i>	<i>2,812 SF</i>	<i>3,750 SF</i>
<i>Duplex Dwelling</i>	<i>3,750 SF</i>	<i>Not permitted</i>
<i>Triplex Dwelling</i>	<i>4,687 SF</i>	<i>Not permitted</i>
<i>Four-plex Dwelling</i>	<i>5,625 SF</i>	<i>Not permitted</i>
<i>More than four dwelling units</i>	<i>5,625 SF + 1,000 SF for each additional unit</i>	<i>Not permitted</i>
<i>Lot Width</i>	<i>37.50 ft.</i>	<i>35 ft.</i>
<i>Setbacks</i>		
<i><u>Front Yard</u></i>		
<i>Single Family, Duplex, and Accessory Buildings</i>	<i>15 ft.</i>	<i>10-15 ft. depending on lot depth</i>
<i>Front Facing Garages for Single Family and Duplex Dwellings</i>	<i>20 ft.</i>	<i>N/A</i>
<i>Triplex or Multi-Unit Dwellings</i>	<i>20 ft.</i>	
<i>Front Facing Garages for Multi-Unit Dwellings</i>	<i>25 ft.</i>	<i>N/A</i>
<i><u>Rear Yard</u></i>		
<i>Single Family and Duplex Dwellings</i>	<i>10 ft.</i>	<i>10-15 ft. depending on lot depth</i>
<i>Triplex or Multi-Unit Dwelling</i>	<i>15 ft.</i>	<i>N/A</i>
<i>Accessory Building less than 18 ft. in height</i>	<i>5 ft.</i>	<i>1 ft.</i>
<i><u>Side Yard</u></i>		
<i>Single Family, Duplex, and</i>		<i>3-10 ft. depending on lot width</i>

<i>Accessory Buildings</i> <i>Triplex or Multi-Unit Dwelling</i> <i>Accessory Building less than 18 ft. in height</i>	5 ft. 10 ft. 3 ft.	N/A 3 ft.
<i>Open Space Requirement</i> <i>Triplex or Multi-Unit Dwelling</i>	60%	Not permitted
<i>Building Height</i>	28 ft.	27 ft. from existing grade; maximum height of thirty five feet (35') measured from the lowest floor plane to the point of the highest wall top plate that supports the ceiling joists or roof rafters. A ten foot (10') minimum horizontal step in the downhill façade is required unless the First Story is located completely under the finish grade on all sides of the Structure.
<i>Maximum House Size</i>	N/A	Based on footprint allowance

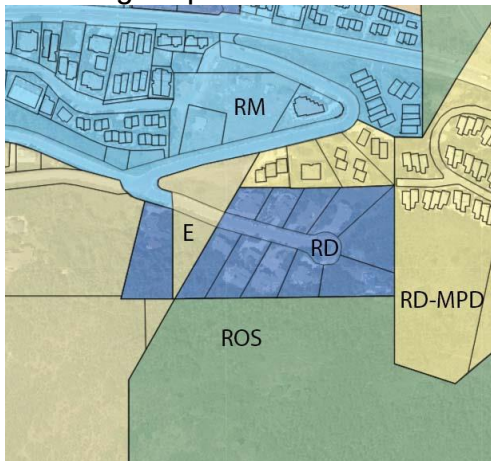
¹ As part of a MPD or subdivision, the Planning Commission may designate maximum house sizes to ensure Compatibility. See equations outlined in LMC 15-2.13-6.

As noted in the following table, the allowed uses of the zones are fairly similar in promoting residential development. The HRL zone restricts residential development only to single family dwellings which is consistent with the historic development on Parcel #3. Additionally, the conditional uses of the HRL zone include Passenger Tramway Stations and Ski Base Facilities, Ski Tow Ropes, Ski Lifts, Ski Runs, and Ski Bridges which further support resort development to the east. The following table shows the differences in allowed uses between the RM and RD zones:

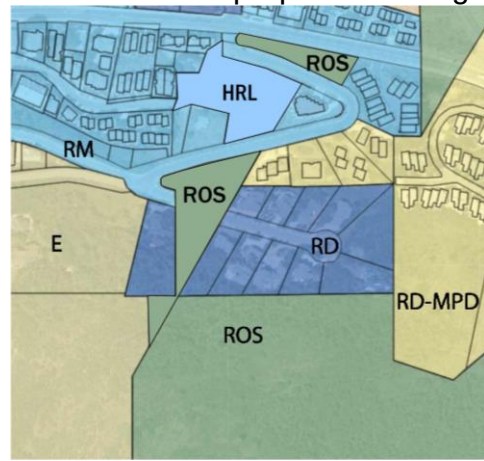
Zone Allowance:	Residential Medium-Density (RM)	Historic Residential Low-Density (HRL) District
<i>Single Family Dwelling</i>	Allowed	Allowed
<i>Duplex Dwelling</i>	Allowed	Not Permitted
<i>Triplex Dwelling</i>	Allowed	Not Permitted
<i>Secondary Living Quarters</i>	Allowed	Not Permitted
<i>Lockout Unit</i>	Allowed	CUP
<i>Accessory Apartment</i>	Allowed	CUP
<i>Nightly Rental</i>	Allowed	CUP
<i>Home Occupation</i>	Allowed	Allowed
<i>Child Care, In-Home Babysitting</i>	Allowed	Allowed
<i>Child Care, Family</i>	Allowed	Allowed
<i>Child Care, Family Group</i>	Allowed	Allowed
<i>Accessory Building and Use</i>	Allowed	Allowed

Conservation Activity	Allowed	Allowed
Agriculture	Allowed	Allowed
Bed & Breakfast Inn	Allowed	Not Permitted
Parking Area or Structure with four (4) or fewer spaces	Allowed	Not Permitted
Multi-Unit Dwelling	CUP	Not Permitted
Guest House, on Lot greater than one (1) acre	CUP	Not Permitted
Group Care Facility	CUP	Not Permitted
Child Care Center	CUP	Not Permitted
Public and Quasi-Public Institution, Church, and School	CUP	Not Permitted
Essential Municipal Public Utility Use, Facility, Service, and Structure	CUP	CUP
Telecommunication Antenna	CUP	CUP
Satellite Dish Antenna, greater than thirty-nine inches (39") in diameter	CUP	CUP
Boarding House, Hostel	CUP	Not Permitted
Hotel, Minor	CUP	Not Permitted
Outdoor Event	Admin-CUP	Not Permitted
Residential Parking Area or Structure with four (4) or fewer spaces	Not Permitted	Allowed
Parking Area or Structure with five (5) or more spaces	CUP	CUP
Temporary Improvement	Admin-CUP	Admin-CUP
Recreation Facility, Public and Private	CUP	CUP (Private only)
Master Planned Development with moderate income housing Density bonus	CUP	Not Permitted
Master Planned Development with residential and transient lodging Uses only	CUP	Not Permitted
Master Planned Development with Support Retail and Minor Service Commercial Uses	CUP	Not Permitted
Fences greater than six feet in Height from Final Grade	Admin-CUP	Admin-CUP
Passenger Tramway Station and Ski Base Facility	Not Permitted	CUP
Ski Tow Rope, Ski Lift, Ski Run, and Ski Bridge	Not Permitted	CUP

The following maps show the current zoning for this area and the proposed zoning:



Current Zoning



Proposed Zoning

General Plan Compliance

Volume I of the General Plan contains goals, objectives, and strategies for each of the four (4) Core Values: Small Town, Natural Setting, Sense of Community, and Historic Character. The General Plan goals are copied below in italics below:

Small Town

- Goal 1: Park City will protect undeveloped lands; discourage sprawl, and direct growth inward to strengthen existing neighborhoods. *The proposed Zoning Map Amendment directs complimentary development into an existing neighborhood while safeguarding the neighborhood's historic character through rezoning Parcel #3 to HRL and the remaining parcels to recreation and open space by zoning it ROS.*
- Goal 2: Park City will emphasize and preserve our sense of place while collaborating with the Wasatch Back and Salt Lake County regions through regional land use and transportation planning. *Not applicable.*
- Goal 3: Park City will encourage alternative modes of transportation on a regional and local scale to maintain our small town character. *Not applicable.*

Natural Setting

- Goal 4: Open Space: Conserve a connected, healthy network of open space for continued access to and respect for the Natural Setting. *The proposed zoning change will continue to maintain the existing open space by zoning it ROS to further protect it from future development.*
- Goal 5: Environmental Mitigation: Park City will be a leader in energy efficiency and conservation of natural resources reducing greenhouse gas emissions by at least fifteen percent (15%) below 2005 levels in 2020. *The zone change will ensure the protection of existing natural resources and open space by zoning it ROS.*
- Goal 6: Climate Adaptation: Park City will implement climate adaptation strategies to enhance the City's resilience to the future impacts of climate change. *Not applicable.*

Sense of Community

- Goal 7: Life-cycle Housing: Create a diversity of primary housing opportunities to address the changing needs of residents. *Not applicable.*
- Goal 8: Workforce Housing: Increase affordable housing opportunities and associated services for the work force of Park City. *Not applicable.*
- Goal 9: Parks & Recreation: Park City will continue to provide unparalleled parks and recreation opportunities for residents and visitors. *The purpose statements of the ROS zoning district encourages parks, trails, and other recreational uses*

as well as the preservation and enhancement of environmentally sensitive lands such as the meadows, stream corridors, and forests.

- Goal 10: Park City will provide world-class recreation and public infrastructure to host local, regional, national, and international events that further Park City's role as a world-class, multi-seasonal destination resort while maintaining a balance with our sense of community. Not applicable.
- Goal 11: Support the continued success of the multi-seasonal tourism economy while preserving the community character that adds to the visitor experience. The proposed zone change will encourage the rehabilitation of the three (3) existing miner's cottages along Rossie Hill Drive while also maintaining their context by rezoning the existing open space as ROS.
- Goal 12: Foster diversity of jobs to provide greater economic stability and new opportunities for employment in Park City. Not applicable.
- Goal 13: Arts & Culture: Park City will continue to grow as an arts and culture hub encouraging creative expression. Not applicable.
- Goal 14: Living within Limits: The future of the City includes limits (ecological, qualitative, and economic) to foster innovative sustainable development, protect the community vision, and prevent negative impacts to the region. Not applicable.

Historic Character

- Goal 15: Preserve the integrity, mass, scale, compatibility and historic fabric of the nationally and locally designated historic resources and districts for future generations. The rezone of the historic cottages from RM to HRL will allow redevelopment of these sites and ensure their longevity by encouraging their adaptive reuse. The context of their location will be maintained and preserved by rezoning the existing open space as ROS.
- Goal 16: Maintain the Historic Main Street District as the heart of the City for residents and encourage tourism in the district for visitors. The proposed Zone Changes does not affect the "heart" of the City, Main Street.

Good Cause

Planning Staff finds that there is Good Cause for this Zone Amendment as the amendment will not cause undo harm to adjacent property owners and all requirements of the Land Management Code can be met. In addition, the portion of land proposed to change from RM to HRL and RM and E to ROS have not been developed previously and still contain undisturbed native grasses and shrubs in a natural state typical of other designated open space areas so no re-vegetation will be necessary and it satisfies the requirements of the Zone.

Process

The approval of the proposed rezoning application by the City Council constitutes Final Action that may be appealed following the procedures found in LMC § 1-8.

Department Review

This project has gone through an interdepartmental review. No further issues were brought up at that time.

Notice

On December 28, 2016 the property was posted and notice was mailed to property owners within 300 feet. Legal notice was also published in the Park Record on December 31, 2016 according to requirements of the Land Management Code.

On February 2, 2017, the property was posted and notice was mailed to property owners within 300 feet for the City Council public hearing. Legal Notice was published in the Park Record February 1, 2017, according to requirements of the Land Management Code.

Public Input

The Planning Department has received written communication from the neighborhood. Overall the neighbors are supportive of the zone change; however, they would like to see more of the area zoned ROS to protect the open space for both animal migration, historic context, and trails and recreation. Public comment has been included in this packet as Exhibit E.

Alternatives

- The City Council may approve the Zoning Map Amendment; or
- The City Council may deny the Zoning Map Amendment and direct staff to make Findings for this decision; or
- The City Council may continue the discussion on the Zoning Map Amendment; or
- The City Council may remand the item back to the Planning Commission for specific discussion on topics and/or findings.

Significant Impacts

There are no significant fiscal or environmental impacts from this application.

Consequences of not taking the Planning Department's Recommendation

The zoning designation would remain as is.

Summary Recommendations

Staff recommends the City Council hold a public hearing for the Zoning Map Amendment Request from Residential Medium (RM) District to Historic Residential Low-Density (HRL) District and Recreation Open Space (ROS) at 622, 652, and 660 Rossie Hill Drive and the BLM-owned parcels as well as an additional zone change from Estate (E) to ROS for the BLM-owned parcels above Rossie Hill Drive, based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the draft ordinance.

Exhibits

Exhibit A – Zoning Map Amendment Draft Ordinance and map of amendment

Exhibit B – Survey of Richard Dennis Property

Exhibit C – Aerial photographs of the rezone

Exhibit D – Site Photographs

Exhibit E – Public Comment

Exhibit F – Planning Commission Minutes, 1.11.17

Exhibit A: Zoning Map Amendment Draft Ordinance

Ordinance 2017-05

AN ORDINANCE APPROVING A ZONING MAP AMENDMENT FROM RESIDENTIAL MEDIUM (RM) DISTRICT TO HISTORIC RESIDENTIAL LOW-DENSITY (HRL) DISTRICT AND RECREATION OPEN SPACE (ROS) AT 622, 652, AND 660 ROSSIE HILL DRIVE AS WELL AS THE BLM-OWNED PARCELS, PARK CITY, UTAH.

WHEREAS, City Council directed staff to initiate a Zoning Map Amendment on September 22, 2016; and

WHEREAS, the property was properly noticed and posted according to the requirements of the Land Management Code; and

WHEREAS, on December 28, 2016 the property was posted and notice was mailed to property owners within 300 feet; and

WHEREAS, legal notice was published in the Park Record on December 31, 2016 according to requirements of the Land Management Code; and

WHEREAS, the Planning Commission held a public hearing on January 11, 2017 to receive input on Zoning Map Amendment; and

WHEREAS, the Planning Commission, on January 11, 2017, forwarded a positive recommendation to the City Council; and,

WHEREAS, on February 16, 2017 the City Council held a public hearing to receive input on the Zoning Map Amendment; and

WHEREAS, there is good cause and it is in the best interest of Park City, Utah to approve Amend the Zoning Map.

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

SECTION 1. APPROVAL. Zoning Map Amendment from Residential Medium (RM) District to Historic Residential Low-Density Development (HRL) District and Recreation Open Space (ROS) at 622, 652, and 660 Rossie Hill Drive as well as the BLM-owned parcels as shown in Attachment 1 is approved subject to the following Findings of Facts, and Conclusions of Law.

Findings of Fact:

1. The property is identified as Summit County parcels M244-24, PC-750-1-X, M-244-23, PC-537-X, and the un-assessed BLM triangle parcel that is located to

- the south and east of Rossie Hill Drive and south of Coalition View Court.
2. The property is currently zoned Residential Medium-Density (RM) and the triangle parcel is zoned Estate (E).
 3. There are currently three historic houses located at 622, 652, and 660 Rossie Hill Drive. These are located on parcel PC-537-X. These houses are designated as Landmarks on the City's Historic Sites Inventory.
 4. This rezone also includes the northwestern half of the Foxglove Cottages PUD Subdivision, which was recorded in 1997. This subdivision included a provision that the common area is master planned open space, and may not be sold separately. The eastern half of the property is designated as open space on the subdivision.
 5. This property is not contiguous to the existing HRL Zone District, which is located approximately 750 feet to the west / southwest along Rossie Hill Drive.
 6. The size of the proposed rezoning area is approximately 15% of the total size of the entire existing HRL Zone District along McHenry Road.
 7. The access to the sites is from Rossie Hill Drive and Coalition Court.
 8. The ROS District lists Conservation Activity as the only allowed use.
 9. The requested Zoning Map Amendment from RM to HRL and ROS is appropriate in that the zone change will meet City Council's goals of preserving the hillside and promoting redevelopment of the historic houses and is consistent with the General Plan.
 10. This zone change proposes rezoning parcel PC-537-X from RM to HRL. The RD zone only allows up to 8 single family units of development; under the RM zone, the density is roughly 24 units of development consisting of a mix of multi-unit dwellings over four units.
 11. This zone change proposes rezoning the remainder of PC-537-X and the other parcels to Recreation Open Space (ROS) which encourages preserving and enhancing environmentally sensitive lands, encouraging sustainability, conservation, and renewable energy.
 12. The proposed Zoning Map Amendment directs complimentary development into an existing neighborhood and protects the historic properties along Deer Valley Drive through the HRL zoning regulations, meeting the goals of the General Plan.

Conclusions of Law:

1. There is Good Cause for this Zoning Map Amendment.
2. The Zoning Map Amendment request is consistent with the Park City General Plan and the Park City Land Management Code.
3. The Zoning Map Amendment is consistent with applicable State law.
4. Neither the public nor any person will be materially injured by the proposed Zoning Map Amendment.
5. Approval of the Zoning Map Amendment does not adversely affect the health, safety and welfare of the citizens of Park City.

SECTION 2. EFFECTIVE DATE. This Ordinance shall take effect upon publication and when the revised Official Zoning Map is signed by the City upon final review by the City

Attorney.

PASSED AND ADOPTED this 16th day of February, 2017.

PARK CITY MUNICIPAL CORPORATION

Jack Thomas, MAYOR

ATTEST:

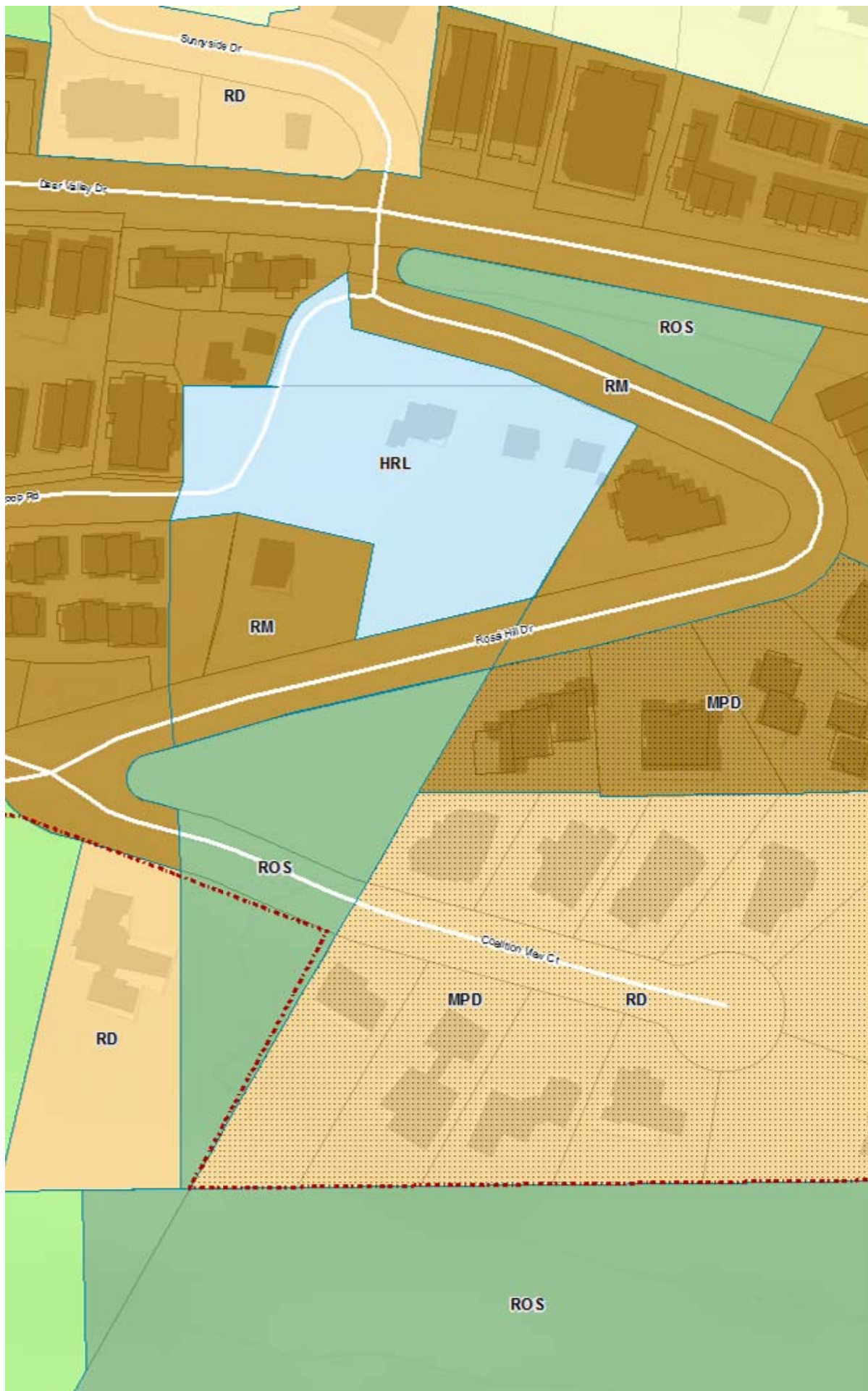
Michelle Kellogg, City Recorder

APPROVED AS TO FORM:

Mark Harrington, City Attorney

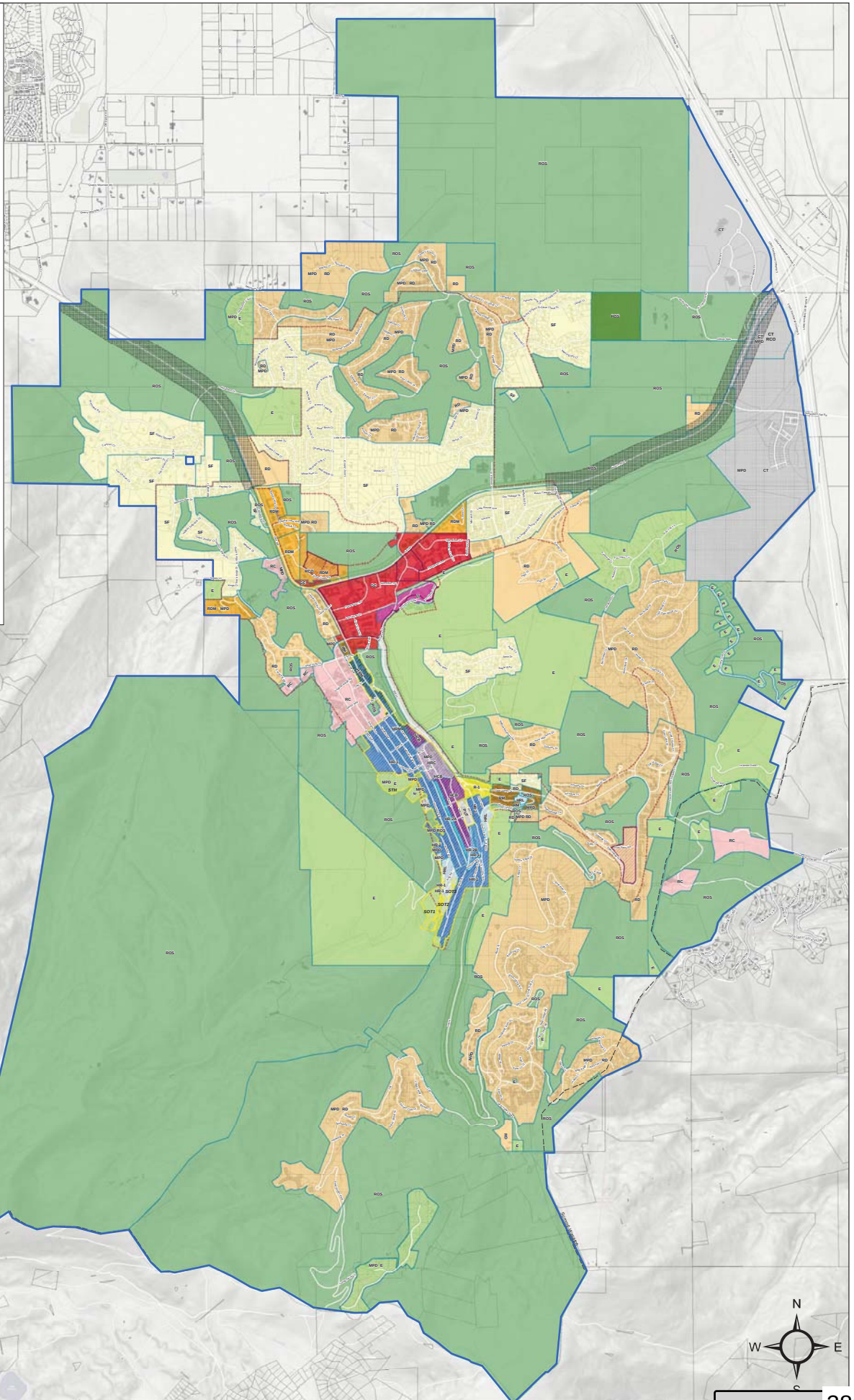
Attachment 1 – Proposed Zoning Map Amendment

Proposed Zoning Map Amendment



Legend

-  Park City Limits
-  County Boundaries
-  Sending Zones
-  Receiving Zones
-  Sensitive Lands (SLO)
-  Frontage Protection Zone (FPZ)
-  Entry Corridor Protection (ECP)
-  Master Planned Development (MPD)
-  Regional Commercial (RCO)
-  Community Transition (CT)
-  Estate (E)
-  General Commercial (GC)
-  Historic Commercial Business (HCB)
-  Historic Residential (HR-1)
-  Historic Residential (HR-2A)
-  Historic Residential (HR-2B)
-  Historic Recreation Commercial (HRC)
-  Historic Residential - Low Density (HRL)
-  Historic Res. - Medium Density (HRM)
-  Light Industrial (LI)
-  Protected Open Space (POS)
-  Public Use Transition (PUT)
-  Residential (R-1)
-  Recreation Commercial (RC)
-  Residential Development (RD)
-  Residential Dev. - Medium Density (RD-M)
-  Residential - Medium Density (RM)
-  Recreational Open Space (ROS)
-  Single Family (SF)
-  Parcels



Official Zoning Map

Jack Thomas, Mayor

Bruce Erickson, Planning Director

Adam Strachan, Planning Commission Chair

This map is a graphic illustration of Park City's zoning districts and is not intended to establish precise dimensions and/or surveyed boundaries of each zone. Interpretation of the Zoning Map is governed by the standards in U.C. Section 21-5-5. For complete information regarding the specific boundaries of any of the zoning designations shown on this map, please contact the Park City Planning Department.

0 0.5 1 Miles





Rossie Hill Zone Change

(Please note that 632 Deer Valley Drive is not included)





Anya Grah

From: planning
Sent: Wednesday, January 11, 2017 9:56 AM
To: Anya Grah
Subject: FW: Save Rossi Hill

From: Jamie Vaught [vaughtlaw@gmail.com]
Sent: Tuesday, January 10, 2017 2:08 PM
To: planning
Subject: Save Rossi Hill

I own a home at 668 Rossie Hill Drive. I support the zoning change to HRL and ROS because it will preserve the unique character of the piece of Park City that is Rossi Hill.

Park City has a unique "feel" and appearance, and this is due in part to the open spaces and to the appearance of the historic areas around town, especially on Rossi Hill. I purchased my home on Rossi Hill due to the unique feel and appearance of the Rossi Hill area.

Let's preserve Park City for our residents, home owners, visitors and future generations.

Please do not support any plans that would allow increased development on Rossi Hill, especially any high-density development. Please preserve the feel and appearance of Rossi Hill.

Thank you

James Vaught

James Vaught Law Office, PLLC

2393 Alumni Drive, Suite 204

Lexington, KY 40517

859-455-7444

859-554-5931 fax

Anya Grah

From: planning
Sent: Wednesday, January 11, 2017 3:45 PM
To: Anya Grah
Subject: FW: Rossie Hill Historic Open Space

From: Christina Marie Shiebler [christina@shiebler.com]
Sent: Wednesday, January 11, 2017 1:21 PM
To: Adam Strachan; Laura Suesser; Melissa Band; Douglas Thimm; John Phillips; Preston Campbell; Steve Joyce
Cc: planning; Council_Mail; Jack Thomas; Bruce Erickson; Anya Grah
Subject: Rossie Hill Historic Open Space

Good afternoon and thank you for taking the time to read my email.

My family has been in Park City for nearly 25 years. I myself have been a resident of Park City for nearly 13 years. I have lived on Coalition View Court, part of the Rossie Hill (affectionately named "Happy Hill") neighborhood, for 11 years and counting. I am a proud to be from this incredible community and also proud to be a part of the Rossie Hill Historic Open Space Alliance.

I, along with 358 others (241 from Park City and surrounding, 28 are from our home state of Utah, and 16 out-of-state Park City second home / property owners or visitors) support the protection and preservation of this incredible and historic land.

I am in support of the zoning amendment as referenced in the packet for the meeting scheduled for this evening. Additionally it is my hope and the hope of the many others supporting the Save Rossie Hill Historic Open Space that the Commission recommend to Council that further long range protections be applied to this land. We have a unique opportunity to preserve this land and its rich history. I, along with so many other members of our community, would like to see additional / stronger zoning changes, consideration to strengthen protection through the historic guidelines and / or the general plan, and / or strong consideration and proposal to have the City acquire the land to be held as open and historic space in perpetuity.

As I look through the packet for the meeting and see the Treasure Hill agenda item, I can not help but think that this ongoing community issue is an opportunity for great community to look 30 years in to the future and take the opportunity to preserve and secure this Rossie Hill sacred land. Although the scale is wildly different, the sentiment is the same. Change is inevitable, but how we change and grow is within our control.

I am grateful to the members of Staff, the Planning Commission, Council and the Mayor for your individual and collective willingness to work on behalf of our great community. Your work has great impact on the current and future state of Park City, and I respect the time and attention you all give to these important issues.

Respectfully,
Christina Marie Shiebler

Anya Grahn

From: planning
Sent: Wednesday, January 11, 2017 9:56 AM
To: Anya Grahn
Subject: FW: Upcoming Rossie Hill hearings

From: Rachel.Sahlman@aps.com [Rachel.Sahlman@aps.com]
Sent: Tuesday, January 10, 2017 11:16 AM
To: planning
Subject: Upcoming Rossie Hill hearings

Planning Commission,

I understand there are two upcoming hearings concerning the zoning at Rossie Hill. Although my husband Scott and I are unable to attend the meetings, we wanted to pass along our thoughts about Rossie Hill and open space in Park City. We have lived at 625 Deer Valley Drive for more than 10 years and have enjoyed the historical character and witnessed the wildlife migration that is part of that space. The area is already beginning to have a more densely populated feel and I am concerned that we are losing the character of an area we love very much. There needs to be room to breathe and as the density increases along Deer Valley Drive, I'm afraid that we are losing the true character of the area. Additional multi-housing will overwhelm this small valley community and will add to the traffic, noise and congestion. We choose Park City because of its beautiful open spaces, wildlife, peace and quiet. Please don't put that at risk. Our address is below if needed for future reference.

Best regards,

Scott and Rachel Sahlman

Contact phone: 602-402-6166
625 Deer Valley Drive A2
Park City, UT 84060

--- NOTICE ---

This message is for the designated recipient only and may contain confidential, privileged or proprietary information. If you have received it in error, please notify the sender immediately and delete the original and any copy or printout. Unintended recipients are prohibited from making any other use of this e-mail. Although we have taken reasonable precautions to ensure no viruses are present in this e-mail, we accept no liability for any loss or damage arising from the use of this e-mail or attachments, or for any delay or errors or omissions in the contents which result from e-mail transmission.

Anya Grah

From: planning
Sent: Wednesday, January 11, 2017 9:55 AM
To: Anya Grah
Subject: FW: Rossie Hill Proposal on tomorrow's agenda

More public comment on BLM.

Ashley

From: Jordan Pynes [jordan@tsahousing.com]
Sent: Tuesday, January 10, 2017 6:27 PM
To: Adam Strachan; Laura Suesser; Melissa Band; Douglas Thimm; John Phillips; Preston Campbell; Steve Joyce; planning
Cc: Council_Mail
Subject: Rossie Hill Proposal on tomorrow's agenda

Dear Commission Members:

My name is Jordan Pynes and my family has owned and resided at 645 Coalition View Court for the past eight years. Thank you for your consideration for the proposed zoning changes on Rossie Hill. It is my hope you will approve the proposed modifications to the existing zoning of the Rossie Hill Open Space.

I believe the proposal is a fair and win-win agreement. While most of us in the community would like to see zero future development, I think what is being proposed is the right compromise. Please consider preserving as much open space as possible to protect the character of our neighborhood, the wildlife that is a wonderful part of our daily lives and the beautiful historic homes that help make Park City/Rossie Hill such a charming community.

Thank you for all your hard work and with this matter. I hope you will approve the zoning change that is being proposed.

Jordan Pynes

Anya Grah

From: planning
Sent: Wednesday, January 11, 2017 9:56 AM
To: Anya Grah
Subject: FW: Rossie Hill

From: Mark Kaire [Mark@kairelaw.com]
Sent: Tuesday, January 10, 2017 3:42 PM
To: Adam Strachan; Laura Suesser; Melissa Band; Douglas Thimm; John Phillips; Preston Campbell; Steve Joyce; planning
Subject: Rossie Hill

Esteemed Commission Members,

By way of brief introduction my name is Mark Kaire, and together with my wife and 3 children we reside at 635 Coalition view court. I am hopeful that my family and I will make this a full time residence in the near future.

I would like to take this opportunity to truly thank the planning department and commission members for trying to formulate a plan that works for all the residents of park city. The plan is a true compromise- all parties walk away thinking they gave up too much. To that end, while I am saddened with the amount of development that is proposed, I am likewise grateful that the plan limits the amount of new homes, preserves the historic character, and changes the zoning of parcel #4 to ROS.

Please consider preserving as much open space as you deem necessary to protect the character of this neighborhood and these treasured historic homes.

Thank you for all your help and cooperation in this matter.

Mark and Jennifer Kaire

Mark A. Kaire
Kaire & Heffernan, LLC
999 Brickell Avenue
PH 1102
Miami, FL 33131
305-372-0123(P)
305-377-4222(F)
www.kairelaw.com

To: Park City Planning Commission

From: Robert Gurss

Date: January 9, 2017 (for January 11, 2017 Planning Commission Meeting)

RE: Zoning Map Amendment Request, PL-16-03323

Mr. Chairman and members of the Planning Commission, my name is Robert Gurss. My wife and I are full time residents of Park City. We live at 654 Rossie Hill Drive, directly behind the BLM property containing three historic mining era homes.

As this Commission is well aware, Park City's historic architecture is probably the most important factor that makes "Park City Park City." I volunteer at the Park City Museum, giving tours of historic Main Street in the summer. I can tell you from personal experience that many people come to Park City precisely because of our colorful mining history. Having preserved that history, Park City is able to stand out among other Mountain West resort towns that offer little more than condominiums, high end homes, and touristy shops.

The mining era homes on Rossie Hill Drive are a unique remnant of our history. I often see tourists stopping on the road to take pictures of the homes, and it's not unusual to see an artist at an easel painting pictures of the houses and their surroundings. These houses are historic treasures, not only because they are in nearly original form, but also because these 3 houses are probably the ONLY remaining Park City historic homes in an original semi-rural setting. Once upon a time, small homes dotted some of the hills around Park City, often surrounded by gardens or small pastures. Most of the few that remain are now surrounded by or completely engulfed by modern day construction (e.g., the Line), with little remaining sense of their original settings.

Therefore, it is essential that the City take this opportunity to protect these rare vestiges of our history by preserving these historic homes and the surrounding open space.

The Planning Department has done a good job addressing this issue, and I applaud their efforts. Their current proposal is for HRL zoning for parcel #3, containing the 3 historic homes. That is a major improvement over the "existing" zoning of RM, which may have allowed the entire parcel to be covered by a huge condominium complex. However, according to the Department's proposal, even with the HRL zoning, up to 5 new homes (for a total of 8 single family homes) could be built on parcel #3 based on the total acreage in the parcel. As the Department notes, the actual number of new structures would be limited by the location of the current historic homes and related factors. Nevertheless, the potential for up to 5 new homes on the land (up to 3,750 SF each), most likely behind the current houses, is troublesome as it would take away much of the semi-rural setting that make these historic homes so special. The Planning Department's proposal points to the recommended ROS zoning of other portions of the BLM land, including Parcel #4 (i.e. the "triangle" straddling Coalition View Ct), as a way to preserve open space relative to the historic homes. While I and my neighbors strongly support that ROS designation, the open space immediately surrounding the historic homes within parcel #3 should also be preserved, whether through zoning or enforcement of relevant historic guidelines.

The original Planning Department recommendation presented to City Council on September 22, 2016, divided parcel #3 into two parts, with the southern (uphill) portion proposed for ROS. I would ask the Commission to consider drawing a similar line, with the northern (downhill) portion of parcel #3 zoned HRL, and the southern (uphill) portion of parcel #3 (and all of parcel #4) zoned ROS, assuming such a division would better preserve both the historic homes and their unique original setting.

Thank you for your consideration.

Anya Grahm

From: planning
Sent: Wednesday, January 11, 2017 3:45 PM
To: Anya Grahm
Subject: FW: Public Input - Rossie Hill Zoning Amendment (PL-16-03323)

From: Diane Bernhardt [diane.a.bernhardt@gmail.com]
Sent: Wednesday, January 11, 2017 2:32 PM
To: Adam Strachan; Laura Suesser; Melissa Band; Douglas Thimm; John Phillips; Preston Campbell; Steve Joyce
Cc: planning; Anya Grahm; Bruce Erickson
Subject: Public Input - Rossie Hill Zoning Amendment (PL-16-03323)

Chairman and Commissioners,

My name is Diane Bernhardt. I am a resident at 630 Coalition View Ct and I represent the *Save Rossie Hill Historic Open Space Alliance*, an organization whose mission is to promote the creation of a long-range vision and action plan for the protection of the historic open space on Rossie Hill.

With this mission, our first goal is to advocate for and facilitate the protection of the open space and the historic miners' cabins which are located on BLM Parcel 18.

To that end, we created a petition representing our community's support for the preservation of the Rossie Hill Historic Open Space. Those supporting the petition declared that:

1. they support the restoration and preservation of the historic mining-era homes.
2. they support the preservation of the irreplaceable open space for future generations
3. they request the rezone of BLM parcel 18 to ensure the protection of this open space from new land development.

The response to the petition was extraordinary. First circulated on Thursday, August 11, six days later, it had gathered 297 signatures. As of yesterday, the petition had 359 signatures in the affirmative of which 241 are from Park City or its suburbs, 28 are from Utah, and 16 are out-of-state Park City property owners or frequent visitors. Through the sensational support of the petition, our community has made **abundantly** clear that the preservation of this unique open space is **very** important.

We thank the Planning Staff for this considered zoning amendment proposal. It makes appreciable progress toward the goal of protecting this prized open space. The HRL designation provides significantly more defense for the miner's cottages than the current zone, but still permits development that will overpower the quaint homes and take them out of their historical context. We support the approval of this zoning amendment in order to provide immediate, increased protection. However, we **also** respectfully request that the Commission recommend to Council that further protections are required to truly preserve this land, using tools such as: additional zoning changes, amendments to the general plan, strengthening of historic guidelines, or municipal acquisition of this land for the benefit of our community.

We respectfully request that the Commission forward a positive recommendation to City Council to approve the Zoning Map Amendment Request as recommended by staff with additional recommendation that further protective measures are required to fully safeguard this iconic Park City landscape.

Thanks for the opportunity to provide input from the members of *Save Rossie Hill* and from the 359 community members signing the petition requesting the rezone and further protections.

Diane Bernhardt

<http://saverossiehill.org>

<http://www.thepetitionsite.com/225/200/591/save-rossie-hill-historic-open-space-by-rezoning/>

Planning Commission Meeting
January 11, 2017
Page 53

Francisco: We wouldn't be ready. Yeah.

Chair

Strachan: I'm just wondering whether our agenda on February 8th is going to get backed up because we're lacking a meeting.

Commissioner

Suesser: So lacking a meeting on the 25th?

Planner

Francisco: And I'm not sure how effective we would be without seeing the update that's being proposed now for Presidents Day 2017. I don't know if--- Bruce?

Shawn

Ferrin: Do you want to continue to the 8th and we'll have a discussion with Staff about what's next on the agenda. And if we're back, great, and if we're not you can continue it again.

Chair

Strachan: That sounds fair. Yeah, that sounds fair.

Shawn

Ferrin: We can at least have it [inaudible].

Chair

Strachan: Yeah, that's fine. All right. Motion to Continue then to February 8th.

MOTION: Commissioner Thimm moved to CONTINUE the Treasure Hill Conditional Use Permit to February 8th, 2017. Commissioner Phillips seconded the motion.

VOTE: The motion passed unanimously.

2. **622, 652, and 660 Rossie Hill Drive as well as the BLM-owned parcels, request for Zone Change from Residential Medium (RM) District to Historic Residential Low-Density (HRL) and Recreation Open Space (ROS) as well as from Estate (E) to ROS.** (Application PL-16-03323)

Planner Anya Grahm reported that this request was to rezone the BLM properties, as well as the three historic houses that are at approximately 622, 652, and 660 Rossi Hill Drive. Planner Grahm explained that they were talking about rezoning Parcels 1, 2 and 3 from RM to ROS.

Parcel #1 is owned by the City and provides the linkage between Rossi Hill Drive on to Deer Valley Drive. Parcel #2 is a portion of the Fox Glove Cottages PUD Subdivision. The PUD identifies all the common space as open space. Changing the zoning to ROS was not much different because it was already identified to remain open space. Parcel #4 is also owned by the BLM, and currently the parcels are zoned E for Estate. The density on Estate is one unit per three acres. Therefore, this parcel is not able to be developed because of the density requirement, and the Planning Department was suggesting changing it to ROS for Recreation Open Space.

Planner Grahm stated that Parcel #3 is partially owned by the City, and partially in a Title of Color litigation with the BLM by the Dennis family.

Planner Grahm showed what the map would look like if the proposed zoning change occurs. She pointed out the current zoning versus the proposed zoning. Planner Grahm remarked that it would blend with the HRL District, which is Historic Residential Low Density.

Planner Grahm noted that there have been questions about whether or not this zoning change would set a precedent. She stated that there are other cases where the zoning has a similar situation of creating a pocket of a different zone within a larger neighborhood. One example was the Library Field, which is designated as ROS. She also commented on an annexation parcel that was zoned Estate even though it was surrounded by Single Family and RD development. Another example was the rezone of the Sunnyside Subdivide. In that case the residents came forward with a request to change from RD to Single Family to eliminate the opportunity for nightly rentals. In doing so, it left a pocket of RD that could continue to be used as residential.

Planner Grahm had received public comments that was forwarded to the Planning Commission via email, and the Commissioner were also given hard copies of those comments as well.

Assistant City Attorney McLean explained that the standard the Planning Commission was looking at is whether it promotes the general welfare. It has to be a rationally based decision under State Case Law. The Commissioners need to balance their decision on good cause and the rationality behind it. The findings should be on whether or not this promotes the general welfare. Ms. McLean noted that the Planning

Commission has done zone changes, but not frequently. It is covered under Section 10-9A-801, which is the appeal section that talks about how those decisions are reviewed. The State Code states that the zoning promotes the purpose of the chapter being the Land Use Chapter. The Courts interpret it as for the general welfare.

Chair Strachan thought the direction from the City Council was unclear. Director Erickson stated that the Council's goal was three-fold. One was to bring the property more in compliance with the General Plan as the transition zone between the historic district and Deer Valley. Second was to provide a mechanism to restore the three houses. And third was to do the best possible to maximize the amount of open space on the property without removing property rights from the Color of Title action. Director Erickson remarked that the City Council had asked for a rigorous start towards those goals, and the Planning Department came up with low density zoning alternatives, including the RD zone, which is three units per acre. It would have effectively taken away most of the development rights. The HRL, which is the proposed solution, could yield as many as eight units, including restoration of the three houses. Director Erickson noted that there may be additional open space opportunities when the Color of Title action is complete.

Commissioner Joyce asked how the rezone helps with the transition from Historic Old Town to Deer Valley, when at least a quarter to a half mile on both sides is packed with condos. Director Erickson replied that the Staff position is that the rhythm and pattern is maintained by the protection of the three houses in that location, as well as the restoration and the provision of the open space on the hillside, which becomes a pocket park consistent with the Library Field, the City Park at the south end of Main Street, and Creekside Park. Director Erickson stated that it works very much like the undeveloped street rights-of-way in the Historic District. He explained that they could develop the site, but those three houses would not remain in the same existing historic agricultural context. A limited amount of development may achieve that goal, consistent with a few other historic houses on the other side of the street.

Chair Strachan opened the public hearing.

Robert Gurse stated that he and his wife are full-time residents of Park City at 654 Rossi Hill Drive, directly behind the BLM property. Mr. Gurse remarked that Park City's historic architecture is the most important factor that makes Park City Park City. He volunteers at the Park City Museum giving tours of Main Street in the summer. From personal experience, he knows that a lot of people come to Park City because of its history. Having preserved that history, Park City is able to stand out among other Mountain West resort town that little more than condominiums and high priced homes and tourist shops. Mr. Gurse stated that the mining era homes on Rossi Hill area a

unique remnant of Park City's history. He often sees tourists stop on the road to take pictures of these homes. He has also seen people set up an easel and paint pictures of the homes and their surroundings. Mr. Gurse believed these homes were historic treasures for Park City, not only because they are in nearly original form, but because they are probably the only remaining Park City historic homes in their original semi-rural setting. He stated that at one time small homes dotted the hills around Park City, often surrounded by gardens and small pastures. Most of those homes that remain have been completely engulfed by condominiums and other modern structures with no remnants of their original setting. Mr. Gurse believed it was essential for the City to take this opportunity to protect these rare vestiges of its history by preserving these historic homes and the surrounding open space. He thought the Planning Department had done a good job addressing this issue, and he applauded their efforts. The current proposal for HRL zoning for Parcel #3 containing the three historic homes is a major improvement over the existing zoning of RM, which would allow the entire parcel to become a huge condominium complex. However, according to the proposal by the Planning Department, even with the HRL zoning, up to five new homes for a total of eight could be built on this parcel based on the total acreage. The actual number of new structures would be limited by the location of the current homes and other factors, but the potential for five new homes on this land mostly likely behind the current homes is troublesome. It would take away much of the semi-rural setting that makes these homes so special. Mr. Gurse noted that the Planning Department's proposal points to the recommended ROS zoning of other portions of the BLM land, including Parcel #4, as a way to preserve the open space relative to the historic homes. He and his neighbors support that; however, additional steps should be made to protect the open space immediately surrounding these homes to the extent possible whether it is through rezoning or through strict enforcement of relevant historic guidelines. Mr. Gurse stated that the original Planning Department to the City Council on December 22nd divided Parcel #3 into two parts, with the southern portion as ROS. He asked the Planning Commission to at least consider drawing a similar line with the northern downhill portion of that parcel zoned HRL, and the southern uphill portions zoned ROS, along with Parcel #4 and Parcel 1 and 2. Such a division would better preserve both the historic homes and their unique original setting.

Bryce Panser, stated that he was an attorney representing Richard Dennis and his two daughters who own the three historic cabins. He has been involved with this since the initial meeting that Mr. Gurse mentioned. Mr. Panser stated that this came up in the context of an adjacent property seeking to establish a record lot for the Bertagnole cabin, which is in a Color of Title Action, which is similar to what the Dennis family has been involved in for the last ten years. He remarked that the neighbors were upset that anything would be done with this pristine area, which they have come to understand is a city park and believe it should be maintained as a park. As Mr. Gurse had indicated,

one of the proposals floated was to make much of the parcel that the Dennis' claim as ROS. Mr. Panzer understood that the Planning Department examined this and ultimately concluded that the proposal that had been floated would make the remaining cabin properties non-complying, and would confiscate all possible development rights. It would make it uneconomical and unattractive for anyone to do anything with the cabins which have fallen into disrepair. When the Planning Department come up with the proposal of converting the parcel to HRL, his client thought it made sense. He wanted to see the cabins preserved and believe this proposal provided a mechanism for doing it. Mr. Panzer pointed out that Richard Dennis was born in one of these cabins, and his family has owned the three cabins for the last 100 years or so. Mr. Panzer remarked that what the neighbors suggested was a laudable goal, but if the City wants to preserve the land as a pocket park, they should purchase the property or acquire in some fashion, rather than restrict the development. Mr. Panzer pointed out that this does not create a transition zone between Old Town and Deer Valley because of the existing development. However, in essence it is a compromise. It is a solution that his clients are agreeable to, and that fits with what they think the future development of this property should be.

Jeff Camp, a resident at 590 Coalition View Court, stated that he has lived adjacent to the BLM property for 25 years. He pointed out that no one ever raises the issue of animals. Having live there for 25 years he watches the animals over and over again. It used to be a corridor for the animals to go down and cross Deer Valley Drive and up into the open space in the Aerie. A wall has been built but the animals still squeeze through it. Mr. Camp noted that an elk herd used to come through there but he has not seen them in years since the two duplexes were built on the opposite side of Deer Valley Drive. Mr. Camp remarked that all the animals need water. The deer and moose are very prevalent on that land because it is the only place where they can get to the water. Walls of condominiums prevent them from getting to the Deer Valley ponds, and the creek runs underground at the intersection of Rossi Hill Road. Mr. Camp believed the issue was more about saving a place for the animals. He commended the City for wanting to zone the upper parts ROS, and he also liked the HRL zone for the Dennis parcel. However, he agreed with Mr. Gurse that the remainder of Parcel #3 should be ROS as well. He noted that in terms of the BLM, the use has always been ROS. Mr. Camp stated that the BLM is supposed to preserve open space, but now they were divesting their property. Mr. Camp has been in touch with the BLM for a number of years and watching their intentions for that property. He provided copies of a document he obtained from the BLM several years ago. When he first started living there the BLM land was one large parcel, but over time it was divided into smaller lots. Mr. Camp believed the Dennis family was claiming property rights to property that they do not own. They own the shacks that are on top of the ground, but they do not own the land. It is Color of Title. The Bertagnole family fought it 30 years and he suggested that the

Dennis family may fight it for another 10 years. Mr. Camp requested that the Planning Commission give the Dennis family the smaller parcel and let it be HRL, as proposed, and make the remainder of Parcel #3 ROS to protect the animals.

Diane Bernhardt, a resident at 630 Coalition View Court, stated that she represented the Save Rossi Hill Historic Open Space Alliance, whose mission is to promote the creation of a long range vision and action plan for the protection of the historic open space on Rossi Hill. The first goal of this mission is to advocate for and facilitate the protection of the open space and the historic miners' cabins located on BLM parcel 18. To that end, the organization created a petition representing community support for the preservation of the parcel. Those supporting the petition declared that: 1) they support the restoration and preservation of the historic mining era homes; 2) they support the preservation of the irreplaceable open space for future generations; 3) they request a rezone to ensure the protection of this open space from new land development. Ms. Bernhardt stated that the response to this petition was extraordinary. It was first circulated on August 11th, and six days later it had gathered 297 signatures. As of yesterday, the petition had 359 signatures in the affirmative, of which 241 are from Park City or its suburbs, 28 are from Utah, and 16 are out-of-state Park City property owners or frequent visitors. Ms. Bernhardt remarked that through the sensational support of the petition, the community has made it abundantly clear that preservation of this unique open space is very important. The Save Rossi Hill Historic Open Space Alliance thanked the Planning Staff for this considered zoning amendment proposal. It makes appreciable progress towards the goal of protecting these remarkable acres. The HRL designation provides significantly more defense for the miners' cottages than the current zone, but still permits development that will overpower the quaint homes and remove them from their historical context. The organization supports the approval of the zoning amendment in order to provide immediate increased protection. However, the also respectfully requested that the Planning Commission recommend to the City Council that further protections are required to truly protect this land using tools such as additional zoning changes, amendments to the General Plan, strengthening of historic guidelines, or the municipal acquisition of this land for the benefit of the community. Ms. Bernhardt urged the Planning Commission to forward a positive recommendation to the City Council to approve the zoning map amendment request as proposed by Staff, with additional recommendation that further protective measures are required to fully safeguard this iconic Park City landscape. She thanked the Commissioners for the opportunity to provide input from the members of Save Rossi Hill, and from the 359 petitioners calling for this rezone and for further protections.

Christina Schiebler, a resident at 638 Coalition View Court, agreed with her neighbors and the Rossi Hill Open Space Alliance.

Chair Strachan closed the public hearing.

Commissioner Phillips was pleased to see that the Dennis family was not wanting to maximize development. It is extremely important to preserve these old buildings, but in some ways it felt like they were downzoning to accomplish that goal. Commissioner Phillips was trying to see the other side as well, to make sure no mistakes were being made. He recalled that the Lilac Subdivision was approved by the Planning Commission, but he was unsure what happened with it at the City Council level.

Director Erickson reported that the plat was approved by the City Council and created one lot of record. Planner Grahm explained that when the City Council reviewed the Lilac Hill Subdivision, which is the burnt out house at 632 Deer Valley Loop, added conditions of approval included a requirement to provide 40% open space. Another condition was to make sure that any development on that site or any future subdivided parcels or lots created out of that site had to comply with the design guidelines. Planner Grahm noted that as discussed by the Planning Commission, any work to the historic house would have to comply with the guidelines; however, new construction on new lots would not have to comply because it is outside of the historic districts. Planner Grahm stated that the added condition of approval makes sure that work on the historic house, as well as any new development, must comply with the guidelines to help promote that historic character. She recalled that another added condition of approval talked about not blocking the view to the historic house so the hillside would maintain its existing look and feel. Planner Grahm remarked that those were the primary conditions for why the Planning Staff recommended the HRL. Even though that parcel would remain RM and would not be rezoned to HRL, the HRL zone carries over the design guidelines and some of the requirements that keep the historic context.

Commissioner Phillips stated that in reading the Staff report there was reference to 22 units, and then it talked about the amount of allowed units being based off of the square footage. He asked to what extent the Dennis family was informed of what they could actually do, as opposed to the actual number that could fit. Planner Grahm replied that the Staff did not look what could be allowed because they did not want to draw subdivision lines and try to estimate what the development could be. That was the reason for basing it off the square footage of the lot as a whole.

Commissioner Phillips favored the proposal because it would definitely help preserve the structures. However, if the Dennis family were to build other buildings on this site, he asked if the City would look at limiting the other buildings to be more consistent with the same mass and scale of the existing structures. Planner Grahm believed the design guidelines would dictate that. She pointed out that height requirements in the LMC stipulates a maximum height of 27'. Commissioner Phillips pointed out that 27' would

tower over the existing structures, and he asked if they could require a lower height or if it was a given based on the requirements. Planner Grahm did not believe it was a given; but when the building comes in with the Design Guidelines, the Staff would mitigate it at that point to make sure it would not overpower the historic buildings.

Commissioner Suesser asked if the Staff had considered isolating the three cottages to the HRL section, and keeping the remainder of Parcel 3 ROS. Planner Grahm replied that the Staff had looked at that, but the concern was that some development has to be allowed on the site in order to rehab the houses and make it financially feasible. The Staff also looked at the historic Sanborn maps from 1927 and at that time this hillside had ten small houses on it. It helped the Staff understand what should be built there and to keep that context. Commissioner Suesser understood that anything else built on Parcel 3 would have to comply with HRL guidelines. Planner Grahm replied that she was correct. It would have to comply with that section of the LMC in addition to the Design Guidelines.

Commissioner Joyce stated that he lives up the hill from this parcel and he looks at those structures every day. He wanted to see the structures preserved, but at the same time what they want cannot influence what they do. Commissioner Joyce was uncomfortable creating a little zoning island of one lot of one land owner; and at some level downzoning them. He was looking for good excuses as to why that was acceptable, but he thought the transitional reason was ludicrous. Commissioner pointed out that two feet from one of the historic houses, the City approved an 8,000 square foot duplex on one side and Foxpoint was on the other side. Commissioner Joyce was not in favor of micro-zoning. In his opinion, it was a bad use of the zoning tool and they should not make it a habit. He clarified that the only reason he would vote to support this was because the landowner supports it. He would recommend to the City Council that if they want to preserve these houses they should purchase them. If they want to make it a park, the City should buy it. Otherwise, if the landowner comes back wanting to build 27' houses, he would support their proposal because the zoning allows it and he believes it is reasonable. Commissioner Joyce reiterated that his original intent was to vote no on this proposal because he believes micro-zoning is wrong.

Commissioner Campbell agreed with Commissioner Joyce. He was opposed to what was clearly the downzoning of the other lot and he voted against it. He would have voted against this one as well. Commissioner Campbell was not sure the owner being in favor swayed him, but he backed Commissioner Joyce 100% that everyone gets great satisfaction out of seeing those structures as they drive up and down the road. The only way it will remain is if the City buys it. Commissioner Campbell suggested that the Planning Commission let the City Council know that they agree to approve this

request, but in return they would like the Council to look at purchasing the structures to preserve them.

Commissioner Band concurred with Commissioners Campbell and Joyce. Open space that is privately owned is not open space; it is privately owned land. She shared the sentiment that if the City wants it preserved they should purchase it. Commissioner Band believed this proposal was a great compromise, and that many of the neighbors shared her opinion. She personally favored spot zoning. It is a great tool if people are creative and she thought Park City should look at it in the future.

Assistant City Attorney McLean stated that spot zoning or micro-zoning does not exist in Utah. It is a matter of finding the right zone for a particular area. Zoning cannot be done only for economic reasons.

Commissioner Thimm concurred with the other Commissioners with respect to zoning. His decision was swayed by the historic structures. Commissioner Thimm did not believe that creating the non-contiguous zoning islands was a good practice and he thought they should be careful about doing that. He felt this proposal would create a district that is set up by the existing historic structures in trying to modulate the scale of what is occurring in that area. Creating open space by zoning towards the ROS would preserve that ground in an appropriate way. Commissioner Thimm supported the proposal.

Commissioner Phillips was in favor of a City purchase, but he would be uncomfortable changing the zoning before the purchase. He preferred to purchase first and then change the zoning. Commissioner Phillips stated that he still had some misgivings, but he was willing to support the proposal.

Director Erickson remarked that the effect of this particular zone change reduces trip generation on Deer Valley Drive from 22 units x 10 to 8 units x 10. He explained that doing the zoning to protect the context of these historic houses is much closer to form based code in saying that this is the character we want to preserve in this location for X, Y and Z reasons. Director Erickson stated that this was more than a strict downzone. It was a careful enactment of progressive non-Euclidian technics and growth management on Deer Valley Drive, and protection of the neighborhood values. When the Staff looked at this rezone proposal, the number one mission was to protect the houses.

Commissioner Campbell referred to Silver Star, the Rio Grande and similar places that were deteriorating but there were plans for preservation; however, a commercial piece behind it paid for the preservation. It was a model he would like to see and he was

certain that the City, the Planning Staff and the public could get behind it. Commissioner Campbell clarified that he did not believe that model would work in this case because no one would want additional commerce in that area. His intent was to make sure that commercial components are considered in places where it would work.

Director Erickson stated that the mechanism already exists for historic houses where commercial uses such as a café could occur. As lower Park Avenue redevelops, he anticipated one or two additional coffee shops in that zone.

Commissioner Campbell wanted it on the record that his vote would be in favor of anything that would keep the historic buildings from demolition by neglect. It is never the intent, but it does happen to many structures if rebuilding them does not make sense.

MOTION: Commissioner Joyce moved to forward a POSITIVE recommendation to the City Council to approve the zoning map amendment request from RM to HRL and ROS at 622, 652 and 660 Rossi Hill Drive, and the BLM parcels, as well as additional zone changes from Estate to ROS for the BLM parcels above Rossi Hill, based on the Findings of Fact and Conclusions of Law as found in the draft ordinance. Commissioner Suesser seconded the motion.

VOTE: The motion passed unanimously.

Findings of Fact – Zoning Map Amendment

1. The property is identified as Summit County parcels M244-24, PC-750-1-X, M-244-23, PC-537-X, and the un-assessed BLM triangle parcel that is located to the south and east of Rossie Hill Drive and south of Coalition View Court.
2. The property is currently zoned Residential Medium-Density (RM) and the triangle parcel is zoned Estate (E).
3. There are currently three historic houses located at 622, 652, and 660 Rossie Hill Drive. These are located on parcel PC-537-X. These houses are designated as Landmarks on the City's Historic Sites Inventory.
4. This rezone also includes the northwestern half of the Foxglove Cottages PUD Subdivision, which was recorded in 1997. This subdivision included a provision that the common area is master planned open space, and may not be sold separately. The eastern half of the property is designated as open space on the subdivision.

5. This property is not contiguous to the existing HRL Zone District, which is located approximately 750 feet to the west / southwest along Rossie Hill Drive.
6. The size of the proposed rezoning area is approximately 15% of the total size of the entire existing HRL Zone District along McHenry Road.
7. The access to the sites is from Rossie Hill Drive and Coalition Court.
8. The ROS District lists Conservation Activity as the only allowed use.
9. The requested Zoning Map Amendment from RM to HRL and ROS is appropriate in that the zone change will meet City Council's goals of preserving the hillside and promoting redevelopment of the historic houses and is consistent with the General Plan.
10. This zone change proposes rezoning parcel PC-537-X from RM to HRL. The RD zone only allows up to 8 single family units of development; under the RM zone, the density is roughly 24 units of development consisting of a mix of multi-unit dwellings over four units.
11. This zone change proposes rezoning the remainder of PC-537-X and the other parcels to Recreation Open Space (ROS) which encourages preserving and enhancing environmentally sensitive lands, encouraging sustainability, conservation, and renewable energy.
12. The proposed Zoning Map Amendment directs complimentary development into an existing neighborhood and protects the historic properties along Deer Valley Drive through the HRL zoning regulations, meeting the goals of the General Plan.

Conclusions of Law – Zoning Map Amendment

1. There is Good Cause for this Zoning Map Amendment.
2. The Zoning Map Amendment request is consistent with the Park City General Plan and the Park City Land Management Code.
3. The Zoning Map Amendment is consistent with applicable State law.
4. Neither the public nor any person will be materially injured by the proposed Zoning Map Amendment.
5. Approval of the Zoning Map Amendment does not adversely affect the health, safety and welfare of the citizens of Park City.

City Council Staff Report



Subject: Nightly Rentals in the Meadows Estates
Subdivision Phases #1A and #1B
Application: PL-20-04533
Author: Hannah M. Tyler, AICP, Senior Planner
Date: July 30, 2020
Type of Item: Legislative –Land Management Code Amendments

Summary Recommendations

Staff recommends the City Council review the proposed Land Management Code (LMC) amendments, hold a public hearing, and consider approving the Ordinance.

Description

Applicant: Meadows Estates Homeowner's Association
LMC: § 15-2.13-2
Reason for Review: Land Management Code amendments require Planning Commission review and recommendation to the City Council for Final Action

Acronyms

CC&Rs	Covenants, Conditions, & Restrictions
E	Estate
HOA	Homeowner's Association
LMC	Land Management Code
RD	Residential Development
ROS	Recreation Open Space
SF	Single Family

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

Executive Summary and Background

The Meadows Estates Subdivision Phases #1A and #1B are located in the Residential Development (RD) Zoning District. The Meadows Estates Subdivision Phases #1A and #1B consist of 55 lots total and both phases were approved in 1989. All developed lots within the subdivision contain Single-Family Dwellings – no Accessory Apartments have been approved within the subdivision. There are several lots that remain vacant.

The Planning Commission reviewed the proposed LMC Amendments on July 30, 2020 and forwarded a unanimous positive recommendation to City Council.

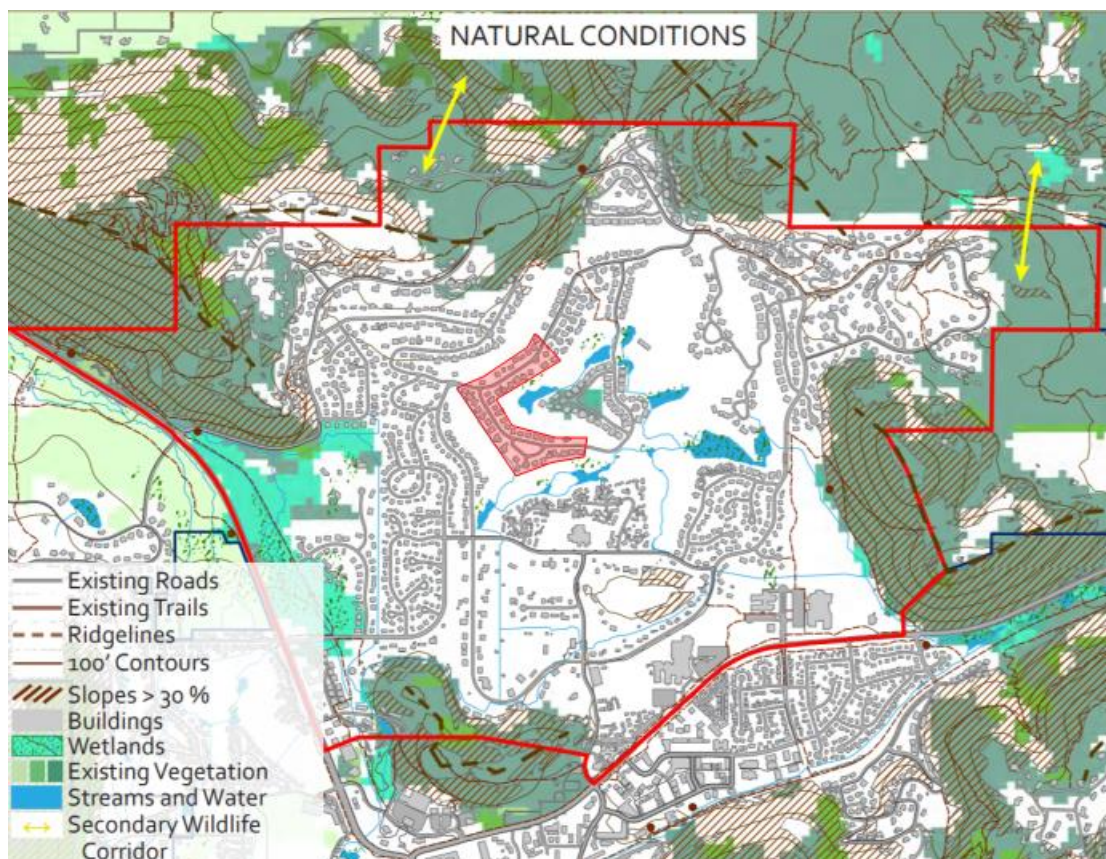
For context, the following map from Summit County identifies Phases #1A (yellow shaded area) and #1B (orange shaded area) of the Meadows Estates Subdivision.



The following map identifies the location of the Meadows Estates Subdivision Phases #1A and #1B (outlined in red) within the RD Zoning District (orange shaded areas) as it relates to neighboring Zoning Districts.



The General Plan characterizes the Meadows Estates Subdivision Phases #1A and #1B as located within the Park Meadows Neighborhood. The following map from the General Plan identifies the Park Meadows Neighborhood – the Meadows Estates Subdivision Phases #1A and #1B is identified by the red shaded area.



Per LMC [§ 15-2.13-2](#), the RD Zoning District allows Nightly Rentals in the Meadows Estates Subdivision. On May 12, 2020, the Meadows Estates Homeowner's Association applied to amend LMC [§ 15-2.13-2](#) to prohibit Nightly Rentals in Phases #1A and #1B of the Meadows Estates Subdivision. The Meadows Estates CC&Rs prohibit Nightly Rentals, but the HOA would like to ensure that the LMC aligns with the CC&Rs. The City does not enforce CC&Rs per LMC [§ 15-1-3](#).

The Meadows Estates HOA's application states that the existing Zoning is "incorrect"; however, staff does not believe that Nightly Rentals were allowed in error in the RD Zoning District. Nightly Rentals were first faced by Park City prior to the Olympics during the proliferation of vacation rental platforms. A holistic review of all Zoning Districts was completed by the Planning Commission and City Council in 1999 and 2000. The RD was contemplated at that time and an LMC Amendment was adopted by City Council in 2000 as an entire rewrite of the LMC including regulation of Nightly Rentals in Commercial and Residential Zones. No public comment was received in opposition of the LMC Amendment allowing Nightly Rentals in the Meadows Estates Subdivision within the RD District. Contrarily, per the July 6, 2000 City Council Meeting

Minutes ([link](#), page 8) the Solamere HOA did request that Nightly Rentals be prohibited in their subdivision. The Planning Commission stated that the Solamere HOA could pursue a Rezone from RD to Single Family (SF) to resolve the issue as Nightly Rentals are prohibited in the SF Zoning District. Solamere is still located within the RD Zoning District so the HOA did not pursue a Rezone.

The CC&Rs for the Meadows Estates Subdivision Phases #1A and #1B were not amended to prohibit Nightly Rentals until 2009 – which was well after the LMC Amendment for the RD Zoning District.

The Meadows Estates HOA has indicated that they sent a letter to their members on April 13, 2020 requesting a vote on the proposed LMC Amendment and the following results were reported in the submitted application:

Vote	Position
39	“support rezoning the Meadows Estates HOA to reflect CC&Rs”
11	“do not support rezoning”
1	“abstained”
4	“did not respond”
55	Total

Analysis

(I) Staff recommends the Council review the proposed LMC Amendment and consider approving the redlines as found in the Draft Ordinance.

RD Zoning District:

LMC § [15-2.13-1 Purpose](#)

The purpose of the RD Zoning District is to:

1. allow a variety of Residential Uses that are Compatible with the City’s Development objectives, design standards, and growth capabilities,
2. encourage the clustering of residential units to preserve natural Open Space, minimize Site disturbance and impacts of Development, and minimize the cost of municipal services,
3. allow commercial and recreational activities that are in harmony with residential neighborhoods,
4. minimize impacts of the automobile on architectural design,
5. promote pedestrian connections within Developments and between adjacent Areas; and
6. provide opportunities for variation in architectural design and housing types.

Per LMC § 15-2.13-2, the RD Zoning District allows Nightly Rentals in the Meadows Estates Subdivision. However, Footnote #3 addresses the prohibition of Nightly Rentals in other subdivisions, see **yellow highlight** below.

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

Rentals are not permitted in the April Mountain and Mellow Mountain Estates Subdivisions.

Upon further research, [Ordinance 14-35](#), amended LMC § 15-2.13-2 to prohibit Nightly Rentals in the April Mountain and Mellow Mountain Estates Subdivisions. According to the June 26, 2014 City Council Staff Report ([link](#), page 184), the LMC Amendment was a Planning Department driven amendment to address the following:

At the time of approval and recordation of the April Mountain and Mellow Mountain Estates Subdivisions, Nightly Rental uses were prohibited from these subdivisions. There are notes on the plats stating that Nightly Rental is prohibited within these subdivisions. Nightly Rentals are an allowed use in the Residential Development (RD) zoning district where these subdivisions are located. To reduce confusion Staff recommends that a footnote be added to the “Nightly Rental” listing under Allowed Uses to codify the prohibition of Nightly Rentals within these two subdivisions. This is an administrative amendment (see Exhibit A- Attachment 2).

When the Meadows Estates Subdivision Phases #1A and #1B were approved in 1989, Nightly Rentals had not been proliferated like they are now. Therefore, there was no plat note added to prohibit this Use because Nightly Rentals were not known at the time nor anticipated.

The Meadows Estates HOA has proposed the following LMC Amendment to align the LMC with their CC&Rs since the City does not enforce CC&Rs. While the proposed LMC Amendment is consistent with the General Plan and other recent discussions with Planning Commission and City Council regarding Nightly Rentals, staff does have some concerns about setting an expectation that HOAs can pursue LMC Amendments to enforce their respective CC&Rs. Each future LMC Amendment will be addressed on a case-by-case basis, but staff does want to bring this concern to light in advance of any future LMC Amendments for CC&R matters that the City may find challenging to enforce (examples include, but are not limited to: paint color, domestic pet requirements, general operational rules, etc.).

The Meadows Estates HOA has reported a majority vote of its members in favor of the proposed LMC Amendment as indicated in the Executive Summary section of this staff report.

Existing Footnote #3:

³*Nightly Rentals do not include the Use of dwellings for Commercial Uses and Nightly Rentals are not permitted in the April Mountain and Mellow Mountain Estates Subdivisions.*

Proposed Footnote #3:

³*Nightly Rentals do not include the Use of dwellings for Commercial Uses and Nightly Rentals are not permitted in the April Mountain, ~~and~~ Mellow Mountain Estates*

Subdivisions, *and Meadows Estates Subdivision Phases #1A and #1B.*

The City has not processed or approved any Nightly Rental Business License applications in the Meadows Estates Subdivision Phases #1A or #1B. Because of this, staff does not anticipate issues with Legal Non-Conforming Uses due to the proposed LMC Amendment.

General Plan:

The Meadows Estates Subdivision Phases #1A or #1B is located within the Park Meadows Neighborhood according to the General Plan. The General Plan outlines specific strategies to address Nightly Rentals in an effort to strike a delicate balance to maintain our sense of community. The General Plan identifies the following Objectives, Community Planning Strategies, and specific Park Meadows Detailed Strategies that are consistent with the proposed LMC Amendment:

Objective 7C: Focus future nightly rental units to resort neighborhoods - near Park City Mountain Resort and Deer Valley.

Community Planning Strategy 7.4: Focus nightly rental within resort neighborhoods - Deer Valley and Park City Mountain Resort areas.

Community Planning Strategy 11.4: Limit visitor-oriented development and nightly rental to existing resort neighborhoods. Restrict nightly rental from primary residential neighborhoods.

Detailed Strategies for Park Meadows states: To maintain Park Meadows as a local residential neighborhood, nightly rental should be prohibited and a diversity of housing opportunities should continue to be encouraged and protected. The local ambiance of this neighborhood is an essential part of its character.

The Park Meadows area identified in the General Plan encompasses the following Zoning Districts and corresponding regulations of Nightly Rentals:

Zoning District	Nightly Rental Regulation
Estate (E)	Allowed
Residential Development (RD)	Allowed ¹
Recreation Open Space (ROS)	Prohibited
Single Family (SF)	Prohibited in the Park Meadows Neighborhood area of SF ²

Prohibiting Nightly Rentals in the Meadows Estates Subdivision Phases #1A or #1B would be consistent with the General Plan and some of the neighboring Zoning requirements within the Park Meadows Neighborhood area. Nightly Rentals are prohibited in the SF Zoning District portion of the Park Meadows Neighborhood,

¹ Prohibited in April Mountain and Mellow Mountain

² Allowed **only** within Prospector Village Subdivision (this is outside of Park Meadows Neighborhood)

including, but not limited to the following prominent subdivisions: Park Meadows Subdivision Phases No. 1 and No. 2, Holiday Ranchettes, Fairway Hills Subdivision Phases 1 and 2. With that said, this will be one (1) of only three (3) subdivisions within the RD Zoning District that will prohibit Nightly Rentals.

(II) DRC ANALYSIS

The Development Review Committee (DRC) review the proposal on June 9th, 2020. No comments or concerns were raised.

(III) CITY ENGINEER

The Engineering Department did not identify any issues with the proposed LMC Amendment.

Department Review

The Planning, Engineering, and Legal Departments reviewed this application.

Notice

Staff published notice on the City's website and the Utah Public Notice website on June 24, 2020. Staff also mailed notice to all property owners within the Meadows Estates Subdivisions Phases #1A and #1B and Affected Entities on June 24, 2020. The *Park Record* published notice on June 24, 2020. LMC [§ 15-1-21](#).

Public Input

No input was received at the time this report was published.

Alternatives

- The City Council may approve the draft Ordinance;
- The City Council may deny the draft Ordinance; or
- The City Council may request additional information and continue the discussion to a later date.

Exhibits

Exhibit A – Draft Ordinance

Attachment 1 – Amended LMC § 15-2.13-2

Exhibit B – Meadows Estates HOA Application Submittal

Exhibit A – Draft Ordinance

Ordinance No. 2020-38

AN ORDINANCE AMENDING THE LAND MANAGEMENT CODE OF PARK CITY § 15-2.13-2 TO PROHIBIT NIGHTLY RENTALS IN THE MEADOWS ESTATES SUBDIVISION PHASES #1A AND #1B

WHEREAS, the Land Management Code was adopted by the City Council of Park City, Utah, 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 Meadows Estates Homeowner's Association has applied for a Land Management Code amendment after reporting a majority vote of its members in favor of prohibiting Nightly Rentals in the Meadows Estates Subdivision Phases #1A and #1B;

WHEREAS, the General Plan outlines specific strategies to address Nightly Rentals in an effort to strike a delicate balance to maintain our sense of community. Objective 7C states Focus future nightly rental units to resort neighborhoods - near Park City Mountain Resort and Deer Valley. Community Planning Strategy 7.4 states *Focus nightly rental within resort neighborhoods - Deer Valley and Park City Mountain Resort areas*. Community Planning Strategy 11.4 states *Limit visitor-oriented development and nightly rental to existing resort neighborhoods. Restrict nightly rental from primary residential neighborhoods*. Detailed Strategies for Park Meadows states *to maintain Park Meadows as a local residential neighborhood, nightly rental should be prohibited and a diversity of housing opportunities should continue to be encouraged and protected. The local ambiance of this neighborhood is an essential part of its character*.

WHEREAS, the Planning Commission duly noticed and conducted a public hearing on July 8, 2020, and forwarded a positive recommendation to City Council; and

WHEREAS, the City Council duly noticed and conducted a public hearing on July 30, 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. Section § 15-2.13-2 of the Land Management Code of Park City is hereby amended as outlined in Attachment 1.

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

PASSED AND ADOPTED this 30th day of July, 2020

PARK CITY MUNICIPAL CORPORATION

Andy Beerman, Mayor

Attest:

City Recorder

Approved as to form:

Mark Harrington, City Attorney

Attachment 1: Amended LMC § 15-2.13-2

15-2.13-2 Uses

Uses in the RD District are limited to the following:

1. 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
12. Conservation Activity Agriculture
13. Parking Area or Structure with four (4) or fewer spaces
14. Recreation Facility, Private
15. Salt Lake City 2002 Winter Olympic Games Olympic Legacy Displays⁵
16. Food Truck Location¹⁶

2. CONDITIONAL USES.

1. Triplex Dwelling⁶
2. Multi-Unit Dwelling⁶
3. Guest House
4. Group Care Facility
5. Child Care Center⁴
6. Public and Quasi-Public Institution, Church, and School
7. Essential Municipal Public Utility Use, Facility, Service, and Structure
8. Telecommunication Antenna⁷
9. Satellite Dish Antenna, greater than thirty-nine inches (39") in diameter⁸
10. Raising, grazing of horses
11. Cemetery
12. Bed and Breakfast Inn
13. Hotel, Minor⁶
14. Hotel, Major⁶
15. Private Residence Club Project and Conversion¹⁰
16. Office, General^{6,9}
17. Office, Moderate Intensive^{6,9}
18. Office, Medical^{6,9}
19. Financial Institution without drive-up window^{6,9}
20. Commercial Retail and Service, Minor^{6,9}
21. Commercial Retail and Service, personal improvement^{6,9}
22. Commercial, Resort Support^{6,9}

- 23. Café or Deli^{6,9}
- 24. Restaurant, Standard^{6,9}
- 25. Restaurant, Outdoor Dining¹⁰
- 26. Outdoor Event¹⁰
- 27. Bar^{6,9}
- 28. Hospital, Limited Care Facility^{6,9}
- 29. Parking Area or Structure with five (5) or more spaces
- 30. Temporary Improvement¹⁰
- 31. Passenger Tramway Station and Ski Base Facility¹¹
- 32. Ski Tow, Ski Lift, Ski Run, and Ski Bridge¹¹
- 33. Recreation Facility, Public
- 34. Recreation Facility, Commercial⁶
- 35. Entertainment Facility, Indoor^{6,9}
- 36. Commercial Stables, Riding Academy¹²
- 37. Master Planned Development with moderate income housing density bonus¹²
- 38. Master Planned Development with residential and transient lodging Uses only¹²
- 39. Master Planned Development with Support Retail and Minor Service Commercial Uses¹²
- 40. Heliport¹²
- 41. Vehicle Control Gate¹³
- 42. Fences and walls greater than six feet (6') in height from Final Grade¹⁰
- 43. Salt Lake City 2002 Winter Olympic Games Olympic Legacy Displays¹⁴
- 44. Amenities Club
- 45. Club, Private Residence Off-Site¹⁵

3. **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 15-4-7, Supplemental Regulations for Accessory Apartments

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

⁴See LMC Chapter 15-4-9 for Child Care Regulations

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 Development

⁷See LMC Chapter 15-4-14, Supplemental Regulations for Telecommunications Facilities

⁸See LMC Chapter 15-4-13, Supplemental Regulations for 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 administrative Conditional Use permit.

¹¹As part of an approved Ski Area Master Plan. See LMC Chapter 15-4-18.

¹²Subject to provisions of LMC Chapter 15-6, Master Planned Development.

¹³See Section 15-4-19 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.

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

PARK CITY MUNICIPAL CORPORATION
PLANNING DEPARTMENT
445 MARSAC AVE ° PO BOX 1480
PARK CITY, UT 84060
(435) 615-5060



LAND MANAGEMENT CODE AMENDMENT

☐ MODIFY ☐ CHANGE ☐ CREATE

For Office Use Only

PLANNING COMMISSION	CITY COUNCIL	APPLICATION #
APPROVED _____	APPROVED _____	DATE RECEIVED _____
DENIED _____	DENIED _____	ORDINANCE _____
PROJECT PLANNER _____		EXPIRATION _____

PROJECT INFORMATION

CHAPTER(S) 15-2. 13-2 Uses
AFFECTED C. Prohibited Uses
ADDRESS / LOCATION: 2915-3015 American Saddle; 2845-3005 Estates Dr;
2877-2941 Estates Cir; 2901-2909 Estates PL
ME 1A through ME 1A-37 ME 1B -18 Park Meadows

APPLICANT INFORMATION

NAME: Meadows Estates HOA
MAILING ADDRESS: PO Box 680412
Park City, UT 84068-0412
PHONE #: (435) 640-5577 FAX #: () -
EMAIL: jane.campbell45@comcast.net

APPLICANT REPRESENTATIVE INFORMATION

NAME: Jane Campbell
PHONE #: (435) 640-5577
EMAIL: jane.campbell45@comcast.net

If you have questions regarding the requirements on this application or process please contact a member of the Park City Planning Staff at (435) 615-5060 or visit us online at www.parkcity.org.

PLEASE NOTE:

- A. Qualified petitioners may, without an application fee, submit an initiative pursuant to Utah Code Section 20A-7-501 et seq. Please see this section of the State Code for the specific requirements for submitting local initiatives. Such an initiative shall be submitted to the City Council pursuant to the Utah Code.
- B. Citizens can always request that the City (Planning Department, Planning Commission, City Council, or Historic Preservation Board) initiate proposed changes to the Land Management Code. There is no fee for this request. However, the City is not obligated to act on such requests. Such requests may be made verbally at the Public Input section at the beginning of each meeting or submitted in writing to the Planning Department.
- C. An applicant may submit proposed changes to the Land Management Code pursuant to the submittal requirements below.

SUBMITTAL REQUIREMENTS – All of the following items must be included in order for the Planning Department to take the application.

- 1. Completed and signed application form.
 - 2. Review fees - \$2,000.00 per application.
 - 3. Provided a detailed copy of proposed Land Management Code changes for specific sections
 - Showing existing and proposed changes side-by-side
-

If you have questions regarding the requirements on this application or process please contact a member of the Park City Planning Staff at (435) 615-5060 or visit us online at www.parkcity.org.

ACKNOWLEDGEMENT OF RESPONSIBILITY

This is to certify that I am making an application for the described action by the City and that I am responsible for complying with all City requirements with regard to this request. This application should be processed in my name and I am a party whom the City should contact regarding any matter pertaining to this application.

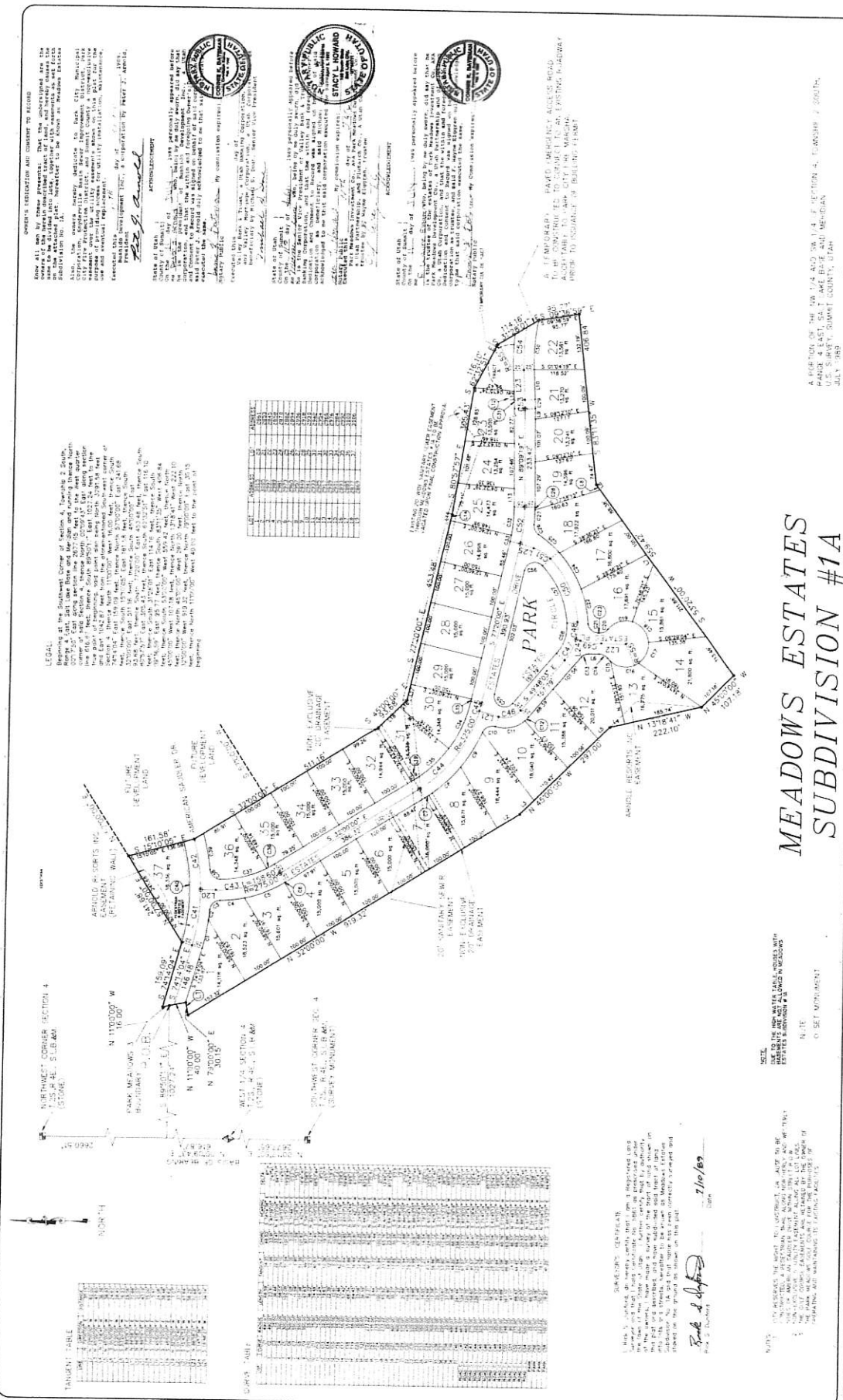
I have read and understood the instructions supplied by Park City for processing this application. The documents and/or information I have submitted are true and correct to the best of my knowledge. I understand that my application is not deemed complete until a Project Planner has reviewed the application and has notified me that it has been deemed complete.

I will keep myself informed of the deadlines for submission of material and the progress of this application. I understand that a staff report will be made available for my review three days prior to any public hearings or public meetings. This report will be on file and available at the Planning Department in the Marsac Building.

I further understand that additional fees may be charged for the City's review of the proposal. Any additional analysis required would be processed through the City's consultants with an estimate of time/expense provided prior to an authorization with the study.

Signature of Applicant: Jane B Campbell
Name of Applicant: Jane B Campbell
Mailing Address: 2973 Estates Dr PRINTED
Park City, UT 84060
Phone: 435-640-5577 Fax: _____
Email: jane.campbell45@comcast.net
Type of Application: Amend Use Table

If you have questions regarding the requirements on this application or process please contact a member of the Park City Planning Staff at (435) 615-5060 or visit us online at www.parkcity.org.

MEADOWS ESTATES
SUBDIVISION #1A

CITY COUNCIL APPROVAL

PRESENTED TO THE BOARD OF PLANNING
CITY COUNCIL THIS 25th DAY OF
MAY A.D. 1993 AT WHICH TIME THIS
RESOLUTION WAS APPROVED.
Wanda J. Harwood
MAYOR PRO-TEMPORE
Cheryl S. Chedder

CITY ENGINEER

APPROVED AND ACCEPTED BY THE
P.A.S.S. CITY ENGINEERING DEPT.
MENT ON THIS 30 DAY OF August
A.D. 1989.

Eric W. DeCham PE

CITY PLANNING COMMISSION

APPROVED AND ACCEPTED BY THE _____
CITY PLANNING COMMISSION ON THIS 12th _____
DAY OF July A.D. 1981

Paul D. ...

APPROVAL AS TO FORM

APPROVED AS TO FORM ON THIS 1ST
DAY OF August — A.D. 1984

RECORDED

No. 211245
STATE OF UTAH
COUNTY OF SUMMIT
RECORDED AND FILED AT THE REQUEST OF:
THE UNITED STATES OF AMERICA
BY _____
2010

**JACK JOHNSON
COMPANY**
Land Planning • Architecture • Civil Engineering
1911 Prospect Ave., Suite 200 • Park City, Utah 84090
801-445-9000 • FAX 801-440-1500

Land Management Code Rezone Request Illustrated Side by Side

Current

15-2.13-2

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

1. Nightly rental of Lockout Units requires a Conditional Use Permit.
2. See LMC Chapter 15-4-7, Supplemental Regulations for Accessory Apartments
3. Nightly Rentals do not include the use of dwellings for Commercial Uses and Nightly Rentals are not permitted in the April Mountain and Mellow Mountain Estates Subdivisions.

Proposed Zoning Update

15-2.13-2

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24. Restaurant, Standard^{6,9}
25. Restaurant, Outdoor Dining¹⁰
26. Outdoor Event¹⁰
27. Bar^{6,9}
28. Hospital, Limited Care Facility^{6,9}
29. Parking Area or Structure with five (5) or more spaces
30. Temporary Improvement¹⁰
31. Passenger Tramway Station and Ski Base Facility¹¹
32. Ski Tow, Ski Lift, Ski Run, and Ski Bridge¹¹
33. Recreation Facility, Public
34. Recreation Facility, Commercial⁶
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38. Master Planned Development with residential and transient lodging Uses only¹²
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41. Vehicle Control Gate¹³
42. Fences and walls greater than six feet (6') in height from Final Grade¹⁰
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45. Club, Private Residence Off-Site¹⁵

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⁵Olympic Legacy Displays limited to those specific Structures approved under the SLOC/Park City

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¹⁶The Planning Director, or his designee shall, upon finding a Food Truck Location in compliance with Municipal Code 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

15-2.13-3 Lot And Site Requirements

Except as may otherwise be provided in this Code, no Building Permit shall be issued for a Lot unless such Lot has the Area, width, and depth required, and Frontage on a Street shown as a private or Public Street on the Streets Master Plan or on a private easement connecting the Lot to a Street shown on the Streets Master Plan.

All Development must comply with the following:

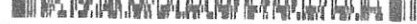
ENTRY NO. 00880422

08/17/2009 11:11:55 AM B: 1998 P: 0359

Amendment PAGE 1/7

ALAN SPRIGGS, SUMMIT COUNTY RECORDER

FEE 76.00 BY MEADOWS ESTATES HOMEOWNERS ASSOC



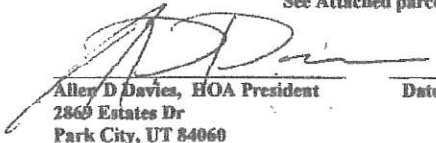
Amendment to Meadows Estates 1A & 1B HOA
Effective 7/17/2009

5.3 No Business uses:

No rentals of any kind, including, but not limited to accessory apartments and
lockout units, with the exception of the long term lease of the entire house (greater
than 1 month) will be allowed.

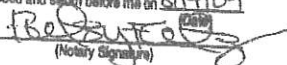
Meadows Estates 1A Lots 1-37
Meadows Estates 1B Lots 1-18

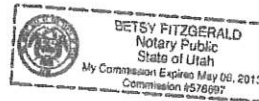
See Attached parcel numbers


Allen D Davies, HOA President
2869 Estates Dr
Park City, UT 84060
435-649-0201

Date

8/14/2009

State of Utah County of Summit
Subscribed and sworn before me on 8/14/09

(Notary Signature)



Current Owners

Aldous, Tyler & Jennifer	2954 Estates Drive
American Saddler LLC, C/O James Lockey	2952 American Saddler
Aniello, Pamela and Richard	2869 Estates Drive
Bastian, Thomas & Ann	2997 Estates Drive
Bennett, David	2940 American Saddler
Bieber, Justin Daniel	3015 American Saddler
Bronstein, Gregory & Kathryn	2953 Estates Drive
Campbell, Jack & Jane	2973 Estates Drive
Caulder, Julia & Michael	2981 American Saddler
Clements, Steve & Carolyn	2966 Estates Drive
Crouthamel, Jeff & DeAnn	2928 American Saddler
Cunningham, William and Penny	2945 American Saddler
Cutler, Paul I. and Judith A.	2965 Estates Drive
Ehrlich, Mark and Stacy	2927 American Saddler
Ezon Inc. c/o Gomez, Richard	2969 American Saddler
Fergus Park City LLC	2845 Estates Drive
Gardner, David	2989 American Saddler
Gnemi, David and Stringer, Megan	2930 Estates Drive
Gonzales, Dennis & Joanne	2976 American Saddler
Greenfield, Robert and Roberta	2916 American Saddler
Harding, Helene	2984 Estates Drive
Hechtman, Ilene	2882 Estates Drive
Hogan, Jeffery No	2853 Estates Drive
Holman, Larry No	2918 Estates Drive
Lamb, Charles & Rebecca	2917 Estates Place
Lampitt, Jonathan	3001 American Saddler
LaPay/Reichartinger, Michael & Kathryn	2957 American Saddler
Lockwood, Kathleen & Dan	2858 Estates Drive
Maw, Barbara & Wayne	2989 Estates Drive
McNeil, Matt No	2942 Estates Drive
Messina, John & Margaret	2997 American Saddler
Miceli, Todd & Marianne	2964 American Saddler
Mintz, Allan & Nancy Yes	2861 Estates Drive
Moore, David & Suzanne	2906 Estates Drive
Morse, Tim & Sherry No	2925 Estates Circle
Otto, Richard & Melanie	3006 American Saddler
Pantazelos, George	2976 Estates Drive
Parker, Andrew	2998 American Saddler
Pinchuk, Leonard & Diane	2894 Estates Drive
Ploof, Mark/Kate Moynihan	2981 Estates Drive
Redeker, William E.	2935 American Saddler
Roberts, Walter and Linda	3005 Estates Drive
Shand, Rick	2893 Estates Circle
Shaw, Gale & Kristin	2921 American Saddler
Stephenson, Katherine	2988 American Saddler
Stevens, Ritchie and Julie	2992 Estates Drive
Tinker, Clint B., trustee of the Clint B. Tinker Trust	2885 Estates Circle
Van der Werf, Quinten	2901 Estates Place
Wangsgard, Wynstonn & Charlene	2933 Estates Cir
Watson, Karen & Gershen, Richard	2877 Estates Circle
Whang, Bryan & Danielle	2915 American Saddler
Wilson, Kendall & Sally	2909 Estates Place
Ziesler, Sebastian & Alexandra	2941 Estates Circle
Zuroski, Barry & Linda	2870 Estates Drive

MEADOWS ESTATES HOA

April 13, 2020

Dear Homeowners,

Hope you are well and taking care in these strange times. This letter is to clear up a HOA housekeeping detail. Although our CC&R's clearly state nightly rentals are not allowed, our HOA is currently zoned incorrectly with the city. To correct this, the city is asking we notify our members and collect a vote supporting a rezone. The outcome is based on a simple majority. There are 55 lots in our HOA.

The CC&R's, amended on 7/17/2009 state:

No rentals of any kind, including, but not limited to accessory apartments and lockout units, with the exception of the long term lease of the entire house (greater than 1 month) will be allowed.

A copy of the CC&R amendment is attached.

Please vote on the following:

☒ I support rezoning the Meadows Estates HOA to reflect the CC&R's.

☐ I do not support rezoning.

Printed Name

Richard Gomez

Signature

[Handwritten Signature]

Address

2969 American Saddle Dr

Please return your response in the envelope provided before May 5, 2020.

If you have any questions feel free to call. Jane Campbell 435-640-5577.

Thank you.

Meadows Estates HOA

2 Lots

MEADOWS ESTATES HOA

April 13, 2020

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Please vote on the following:

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☐ I do not support rezoning.

Printed Name Kathryn Bronstein

Signature [Signature]

Address 2953 Estates Drive

Please return your response in the envelope provided before May 5, 2020.

If you have any questions feel free to call. Jane Campbell 435-640-5577.

Thank you.

Meadows Estates HOA

Jack & Jane Campbell
2973 Estates Drive
Park City, UT 84060

MEADOWS ESTATES HOA

April 13, 2020

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☐ I do not support rezoning.

Printed Name Jane B Campbell

Signature Jane B Campbell

Address 2973 Estates Dr

Please return your response in the envelope provided before May 5, 2020.

If you have any questions feel free to call. Jane Campbell 435-640-5577.

Thank you.

Meadows Estates HOA

MEADOWS ESTATES HOA

April 13, 2020

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Please vote on the following:

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☐ I do not support rezoning.

Printed Name Charlene Wangsgard

Signature Charlene Wangsgard

Address 2933 Estates Cir

Please return your response in the envelope provided before May 5, 2020.

If you have any questions feel free to call. Jane Campbell 435-640-5577.

Thank you.

Meadows Estates HOA

MEADOWS ESTATES HOA

April 13, 2020

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☐ I do not support rezoning.

Printed Name KATE STEPHENSON

Signature K. Stephenson

Address 2988 AMERICAN SADDLER DR

Please return your response in the envelope provided before May 5, 2020.

If you have any questions feel free to call. Jane Campbell 435-640-5577.

Thank you.

Meadows Estates HOA

MEADOWS ESTATES HOA

April 13, 2020

Dear Homeowners,

Hope you are well and taking care in these strange times. This letter is to clear up a HOA housekeeping detail. Although our CC&R's clearly state nightly rentals are not allowed, our HOA is currently zoned incorrectly with the city. To correct this, the city is asking we notify our members and collect a vote supporting a rezone. The outcome is based on a simple majority. There are 55 lots in our HOA.

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No rentals of any kind, including, but not limited to accessory apartments and lockout units, with the exception of the long term lease of the entire house (greater than 1 month) will be allowed.

A copy of the CC&R amendment is attached.

Please vote on the following:

 X I support rezoning the Meadows Estates HOA to reflect the CC&R's.

 I do not support rezoning.

Printed Name

RICK JHARD

Signature

[Signature]

Address

2893 ESTATES CIR

Please return your response in the envelope provided before May 5, 2020.

If you have any questions feel free to call. Jane Campbell 435-640-5577.

Thank you.

Meadows Estates HOA

MEADOWS ESTATES HOA

April 13, 2020

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A copy of the CC&R amendment is attached.

Please vote on the following:

☒ I support rezoning the Meadows Estates HOA to reflect the CC&R's.

☐ I do not support rezoning.

Printed Name Ritchie Stevens

Signature Ritchie Stevens

Address 2992 Estates Dr.

Please return your response in the envelope provided before May 5, 2020.

If you have any questions feel free to call. Jane Campbell 435-640-5577.

Thank you.

Meadows Estates HOA

MEADOWS ESTATES HOA

April 13, 2020

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A copy of the CC&R amendment is attached.

Please vote on the following:

☒ I support rezoning the Meadows Estates HOA to reflect the CC&R's.

☐ I do not support rezoning.

Printed Name Carolyn & Steve Clements

Signature Carolyn Clements

Address 2966 Estatus Drive, Park City, UT 84060

Please return your response in the envelope provided before May 5, 2020.

If you have any questions feel free to call. Jane Campbell 435-640-5577.

Thank you.

Meadows Estates HOA

MEADOWS ESTATES HOA

April 13, 2020

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A copy of the CC&R amendment is attached.

Please vote on the following:

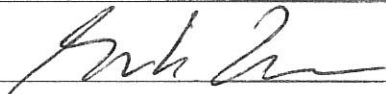
☒ I support rezoning the Meadows Estates HOA to reflect the CC&R's.

☐ I do not support rezoning.

Printed Name

Sebastian Ziesler

Signature



Address

2941 Estates Cir

Please return your response in the envelope provided before May 5, 2020.

If you have any questions feel free to call. Jane Campbell 435-640-5577.

Thank you.

Meadows Estates HOA

MEADOWS ESTATES HOA

April 13, 2020

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A copy of the CC&R amendment is attached.

Please vote on the following:

☒ I support rezoning the Meadows Estates HOA to reflect the CC&R's.

☐ I do not support rezoning.

Printed Name

Dan Lockwood / Kathleen Lockwood

Signature

[Handwritten signatures of Dan Lockwood and Kathleen Lockwood]

Address

2858 Estates Dr.

Please return your response in the envelope provided before May 5, 2020.

If you have any questions feel free to call. Jane Campbell 435-640-5577.

Thank you.

Meadows Estates HOA

MEADOWS ESTATES HOA

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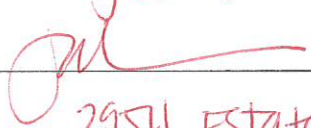
A copy of the CC&R amendment is attached.

Please vote on the following:

☒ I support rezoning the Meadows Estates HOA to reflect the CC&R's.

☐ I do not support rezoning.

Printed Name Tyler & Jennifer Andrews

Signature 

Address 2954 Estates Dr. 84060

Please return your response in the envelope provided before May 5, 2020.

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Thank you.

Meadows Estates HOA

MEADOWS ESTATES HOA

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A copy of the CC&R amendment is attached.

Please vote on the following:

X I support rezoning the Meadows Estates HOA to reflect the CC&R's.

_____ I do not support rezoning.

Printed Name Megan Stringer

Signature Megan Stringer

Address 2930 Estates Dr

Please return your response in the envelope provided before May 5, 2020.

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Thank you.

Meadows Estates HOA

MEADOWS ESTATES HOA

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Please vote on the following:

☒ I support rezoning the Meadows Estates HOA to reflect the CC&R's.

☐ I do not support rezoning.

Printed Name

Signature

Address

Please return your response in the envelope provided before May 5, 2020.

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Thank you.

Meadows Estates HOA

MEADOWS ESTATES HOA

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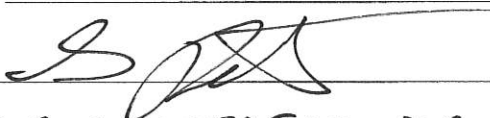
A copy of the CC&R amendment is attached.

Please vote on the following:

☒ I support rezoning the Meadows Estates HOA to reflect the CC&R's.

☐ I do not support rezoning.

Printed Name GEORGE PANTAZELLOS

Signature 

Address 2976 ESTATES DR.

Please return your response in the envelope provided before May 5, 2020.

If you have any questions feel free to call. Jane Campbell 435-640-5577.

Thank you.

Meadows Estates HOA

MEADOWS ESTATES HOA

April 13, 2020

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A copy of the CC&R amendment is attached.

Please vote on the following:

☒ I support rezoning the Meadows Estates HOA to reflect the CC&R's.

☐ I do not support rezoning.

Printed Name Allan + Nancy Mintz

Signature Nancy Mintz

Address 2861 Estates Drive

Please return your response in the envelope provided before May 5, 2020.

If you have any questions feel free to call. Jane Campbell 435-640-5577.

Thank you.

Meadows Estates HOA

MEADOWS ESTATES HOA

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Please vote on the following:

☒ I support rezoning the Meadows Estates HOA to reflect the CC&R's.

☐ I do not support rezoning.

Printed Name Rich Bershan, Karen Watson

Signature [Signature]

Address 2877 ESTATES CIR

Please return your response in the envelope provided before May 5, 2020.

If you have any questions feel free to call. Jane Campbell 435-640-5577.

Thank you.

Meadows Estates HOA

MEADOWS ESTATES HOA

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Please vote on the following:

☒ I support rezoning the Meadows Estates HOA to reflect the CC&R's.

☐ I do not support rezoning.

Printed Name Debra Bieber

Signature Debra Bieber

Address 3015 American Saddle Dr
Park City UT 84066

Please return your response in the envelope provided before May 5, 2020.

If you have any questions feel free to call. Jane Campbell 435-640-5577.

Thank you.

Meadows Estates HOA

MEADOWS ESTATES HOA

April 13, 2020

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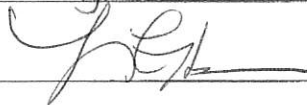
☒ I support rezoning the Meadows Estates HOA to reflect the CC&R's.

☐ I do not support rezoning.

Printed Name

Larry C Holman

Signature



Address

2918 Estates Dr., Park City 84060

Please return your response in the envelope provided before May 5, 2020.

If you have any questions feel free to call. Jane Campbell 435-640-5577.

Thank you.

Meadows Estates HOA

MEADOWS ESTATES HOA

April 13, 2020

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Please vote on the following:

 X I support rezoning the Meadows Estates HOA to reflect the CC&R's.

 I do not support rezoning.

Printed Name CHARLES + BECKY LAMB

Signature Charles G. Lamb

Address 2917 ESTATES PLACE

Please return your response in the envelope provided before May 5, 2020.

If you have any questions feel free to call. Jane Campbell 435-640-5577.

Thank you.

Meadows Estates HOA

MEADOWS ESTATES HOA

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Please vote on the following:

 X I support rezoning the Meadows Estates HOA to reflect the CC&R's.

 I do not support rezoning.

Printed Name

David and Sheila Gardner

Signature

David P. Gardner Sheila Gardner

Address

2989 American Saddle Ln Dr., Park City, Utah
84060

Please return your response in the envelope provided before May 5, 2020.

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Thank you.

Meadows Estates HOA

MEADOWS ESTATES HOA

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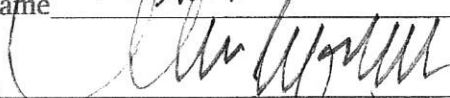
☒ I support rezoning the Meadows Estates HOA to reflect the CC&R's.

☐ I do not support rezoning.

Printed Name

ROBERT A. GREENFIELD

Signature



Address

2916 AMERICAN SADDLER DRIVE
PARK CITY, UT 84060

Please return your response in the envelope provided before May 5, 2020.

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Thank you.

Meadows Estates HOA

MEADOWS ESTATES HOA

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A copy of the CC&R amendment is attached.

Please vote on the following:

☒ I support rezoning the Meadows Estates HOA to reflect the CC&R's.

☐ I do not support rezoning.

Printed Name BARBARA & Wayne Mow

Signature Barbara Mow

Address 2989 Estates DR Park City, UT
84060

Please return your response in the envelope provided before May 5, 2020.

If you have any questions feel free to call. Jane Campbell 435-640-5577.

Thank you.

Meadows Estates HOA

MEADOWS ESTATES HOA

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Please vote on the following:

☒ I support rezoning the Meadows Estates HOA to reflect the CC&R's.

☐ I do not support rezoning.

Printed Name Pamla - Richard Anzillo

Signature [Handwritten Signature]

Address 2869 Estats Drive

Please return your response in the envelope provided before May 5, 2020.

If you have any questions feel free to call. Jane Campbell 435-640-5577.

Thank you.

Meadows Estates HOA

MEADOWS ESTATES HOA

April 13, 2020

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Please vote on the following:

☒ I support rezoning the Meadows Estates HOA to reflect the CC&R's.

☐ I do not support rezoning.

Printed Name Paul and Judy Cutler

Signature Judy Cutler

Address 2965 Estates Drive

Please return your response in the envelope provided before May 5, 2020.

If you have any questions feel free to call. Jane Campbell 435-640-5577.

Thank you.

Meadows Estates HOA

MEADOWS ESTATES HOA

April 13, 2020

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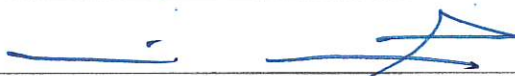
A copy of the CC&R amendment is attached.

Please vote on the following:

☒ I support rezoning the Meadows Estates HOA to reflect the CC&R's.

☐ I do not support rezoning.

Printed Name MATT MCNEIL

Signature 

Address 2942 Estates Dr.

Please return your response in the envelope provided before May 5, 2020.

If you have any questions feel free to call. Jane Campbell 435-640-5577.

Thank you.

Meadows Estates HOA

MEADOWS ESTATES HOA

April 13, 2020

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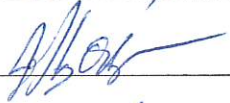
A copy of the CC&R amendment is attached.

Please vote on the following:

☒ I support rezoning the Meadows Estates HOA to reflect the CC&R's.

☐ I do not support rezoning.

Printed Name JEFFERY HOGAN

Signature 

Address 2853 Estate DR.

Please return your response in the envelope provided before May 5, 2020.

If you have any questions feel free to call. Jane Campbell 435-640-5577.

Thank you.

Meadows Estates HOA

MEADOWS ESTATES HOA

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A copy of the CC&R amendment is attached.

Please vote on the following:

☒ I support rezoning the Meadows Estates HOA to reflect the CC&R's.

☐ I do not support rezoning.

Printed Name David Moore

Signature Nancy L Moore

Address 2906 Estates Dr.

Please return your response in the envelope provided before May 5, 2020.

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Thank you.

Meadows Estates HOA

MEADOWS ESTATES HOA

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Please vote on the following:

☒ I support rezoning the Meadows Estates HOA to reflect the CC&R's.

☐ I do not support rezoning.

Printed Name Kate Moynihan & Mark Ploof

Signature KBM

Address 2981 Estates Dr

Please return your response in the envelope provided before May 5, 2020.

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Thank you.

Meadows Estates HOA

MEADOWS ESTATES HOA

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Please vote on the following:

☒ I support rezoning the Meadows Estates HOA to reflect the CC&R's.

☐ I do not support rezoning.

Printed Name Ilene Hechtman

Signature Ilene Hechtman

Address 2882 Estates Dr

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Thank you.

Meadows Estates HOA

MEADOWS ESTATES HOA

April 13, 2020

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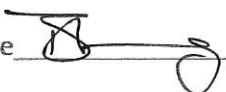
A copy of the CC&R amendment is attached.

Please vote on the following:

☒ I support rezoning the Meadows Estates HOA to reflect the CC&R's.

☐ I do not support rezoning.

Printed Name BRYAN WHANG

Signature 

Address 2915 AMERICAN SADDLER

Please return your response in the envelope provided before May 5, 2020.

If you have any questions feel free to call. Jane Campbell 435-640-5577.

Thank you.

Meadows Estates HOA

MEADOWS ESTATES HOA

April 13, 2020

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A copy of the CC&R amendment is attached.

Please vote on the following:

☒ I support rezoning the Meadows Estates HOA to reflect the CC&R's.

☐ I do not support rezoning.

Printed Name

JONATHAN CAMPBELL

Signature



Address

3001 AMERICAN SANDLER, PARK CITY, UT

Please return your response in the envelope provided before May 5, 2020.

If you have any questions feel free to call. Jane Campbell 435-640-5577.

Thank you.

Meadows Estates HOA

MEADOWS ESTATES HOA

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Please vote on the following:

☒ I support rezoning the Meadows Estates HOA to reflect the CC&R's.

☐ I do not support rezoning.

Printed Name DIANE + LEONARD PINKLUK

Signature *Diane Pinkluk*

Address 2894 ESTATES DRIVE PARK CITY, UTAH
84060

Please return your response in the envelope provided before May 5, 2020.

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Thank you.

Meadows Estates HOA

MEADOWS ESTATES HOA

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Please vote on the following:

X I support rezoning the Meadows Estates HOA to reflect the CC&R's.

_____ I do not support rezoning.

Printed Name Tom Bastian Ann Bastian

Signature

[Signature] Ann Bastian

Address 2997 Estates Drive

Please return your response in the envelope provided before May 5, 2020.

If you have any questions feel free to call. Jane Campbell 435-640-5577.

Thank you.

Meadows Estates HOA

MEADOWS ESTATES HOA

April 13, 2020

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A copy of the CC&R amendment is attached.

Please vote on the following:

☒ I support rezoning the Meadows Estates HOA to reflect the CC&R's.

☐ I do not support rezoning.

Printed Name WALTER & LINDA ROBERTS

Signature [Handwritten Signature]

Address _____ Rob and Linda Roberts
3005 Estates Drive
Park City, UT 84060

Please return your response in the envelope provided before May 5, 2020.

If you have any questions feel free to call. Jane Campbell 435-640-5577.

Thank you.

Meadows Estates HOA

MEADOWS ESTATES HOA

April 13, 2020

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☐ I do not support rezoning.

Printed Name

HELLENE HARDING

Signature

Helene Harding

Address

2904 ESTATES DR. PARK CITY, UT 84080

Please return your response in the envelope provided before May 5, 2020.

If you have any questions feel free to call. Jane Campbell 435-640-5577.

Thank you.

Meadows Estates HOA

From: Jane Campbell janecampbell45@comcast.net
Subject: Tim's Ballot
Date: May 4, 2020 at 10:05 AM
To: Jane Campbell janecampbell45@icloud.com



MEADOWS ESTATES HOA

April 13, 2020

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Please vote on the following:

☒ I support rezoning the Meadows Estates HOA to reflect the CC&R's.

☐ I do not support rezoning.

Printed Name Tim R. Morse

Signature [Handwritten Signature]

Address 2425 Estancia Circle PC

Please return your response in the envelope provided before May 5, 2020.

If you have any questions feel free to call. Jane Campbell 435-640-5577.

Thank you.

Meadows Estates HOA

MEADOWS ESTATES HOA

April 13, 2020

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Please vote on the following:

☒ I support rezoning the Meadows Estates HOA to reflect the CC&R's.

☐ I do not support rezoning.

Printed Name Rick & Melanie Otto

Signature [Signature]

Address 3000 American Saddles.

Please return your response in the envelope provided before May 5, 2020.

If you have any questions feel free to call. Jane Campbell 435-640-5577.

Thank you.

Meadows Estates HOA

MEADOWS ESTATES HOA

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A copy of the CC&R amendment is attached.

Please vote on the following:

 X I support rezoning the Meadows Estates HOA to reflect the CC&R's.

 I do not support rezoning.

Printed Name Jeff + DeAnn Crauthamel

Signature Jeff + DeAnn Crauthamel

Address 2928 American Saddle Dr.

Please return your response in the envelope provided before May 5, 2020.

If you have any questions feel free to call. Jane Campbell 435-640-5577.

Thank you.

Meadows Estates HOA

MEADOWS ESTATES HOA

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☒ I do not support rezoning.

Printed Name

Clint Tinker

Signature

Clint Tinker

Address

2885 Estate Circle

Please return your response in the envelope provided before May 5, 2020.

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Thank you.

Meadows Estates HOA

MEADOWS ESTATES HOA

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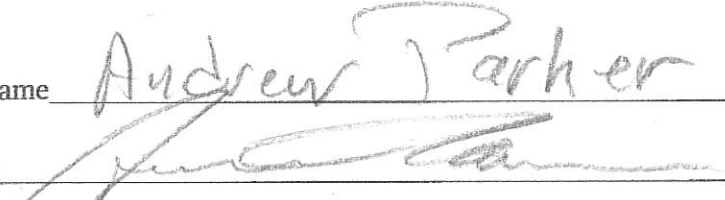
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☒ I do not support rezoning.

Printed Name

Andrew Parker

Signature



Address

2998 American Saddle

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Meadows Estates HOA

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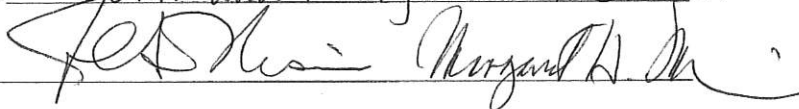
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Please vote on the following:

_____ I support rezoning the Meadows Estates HOA to reflect the CC&R's.

☒ I do not support rezoning.

Printed Name John and Margaret Messina

Signature 

Address 2997 American Saddler

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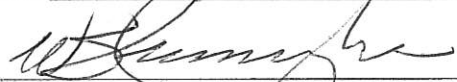
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☒ I do not support rezoning.

Printed Name WILLIAM S. CUNNINGHAM

Signature 

Address 2945 AMERICAN SADDLER DR.

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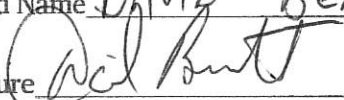
A copy of the CC&R amendment is attached.

Please vote on the following:

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☒ I do not support rezoning.

Printed Name DAVID BENNET

Signature 

Address 2940 AMERICAN SADDLER

Please return your response in the envelope provided before May 5, 2020.

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☒ I do not support rezoning.

Printed Name

BILL REDDICK

Signature

Bill Reddick

Address

2935 AMERICAN SADDLER DR

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Please vote on the following:

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X I do not support rezoning.

Printed Name Kathryn Reichardt

Signature [Handwritten Signature]

Address 2957 American Saddle Dr

Please return your response in the envelope provided before May 5, 2020.

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Please vote on the following:

_____ I support rezoning the Meadows Estates HOA to reflect the CC&R's.

X I do not support rezoning.

Printed Name James E. Lockey

Signature James E. Lockey

Address 2952 Am. Saddle Drive

Please return your response in the envelope provided before May 5, 2020.

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Please vote on the following:

_____ I support rezoning the Meadows Estates HOA to reflect the CC&R's.

X I do not support rezoning.

Printed Name STACY & MARK EHRICH

Signature 

Address 2927 AMERICAN SADDLER

Please return your response in the envelope provided before May 5, 2020.

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Please vote on the following:

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☒ I do not support rezoning.

Printed Name Gale Shaw

Signature Gale Shaw

Address 2921 American Saddle Dr.

Please return your response in the envelope provided before May 5, 2020.

If you have any questions feel free to call. Jane Campbell 435-640-5577.

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Meadows Estates HOA

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Please vote on the following:

_____ I support rezoning the Meadows Estates HOA to reflect the CC&R's.

☒ I do not support rezoning.

Printed Name

Willem Van der Werf

Signature

Willem Van der Werf

Address

2901 Estates Place, Park City, UT 84098

Please return your response in the envelope provided before May 5, 2020.

If you have any questions feel free to call. Jane Campbell 435-640-5577.

Thank you.

Meadows Estates HOA

On May 5, 2020, at 8:16 AM, Sally Wilson <srwilson22@verizon.net> wrote:

Jane,

We are going to abstain from voting. In principle we agree with the no rental policy. However, we don't agree that a part of the house, such as a "mother-in-law" suite could not be rented on a long-term basis. As written the ordinance precludes this from happening.

Stay well,

Sally Wilson, LEED Fellow
202-309-4861
Sent from my iPhone

Council Agenda Item Report

Meeting Date: July 30, 2020

Submitted by: Jenny Diersen

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section:

Subject:

Consideration to Approve Resolution 18-2020, a Resolution Amending the Public Art Advisory Board and Public Art Policies

(A) Public Input (B) Action

Suggested Action:

Attachments:

[PAAB Policy Update Staff Report](#)

[Exhibit A: PAAB Policies Resolution](#)

[Exhibit B: PAAB Redlined Policies Draft](#)



City Council Staff Report

Subject: Public Art Advisory Board Policy Adoption
Author: Jenny Diersen, Staff Liaison to the Public Art Advisory Board
Department: Economic Development
Date: July 30, 2020
Type of Item: Legislative

Recommendation

City Council should review, hold a public hearing and approve the resolution 18-2020 to amend Public Art Advisory Board (PAAB) Policy specifically increasing number of board members.

Background

On August 4, 2016 Council adopted resolution [2016-17](#), refining [PAAB Policies, including extending](#) term limits to three years. Terms were extended to increase the ability for PAAB to plan, select and see projects through completion.

In May of 2020, Staff noticed PAAB vacancies. Staff received 10 eligible applications for 5 positions. Having so many qualified applicants who want to serve the community makes appointments especially challenging.

PAAB makes recommendations to the City Manager or City Council regarding Public Art items. All decisions regarding Public Art shall be made final by the City Council. Board members are appointed by Council and must reside within Park City limits. Additionally, the policies and PAAB's [vision & mission](#) tie directly to Critical Community Priorities, specifically, Housing, Transportation, Energy and Social Equity. The policies also in relate to Council's goals of creating a [sense of community](#) (p 28-31). PAAB continues to review its [policies and strategic plans on a yearly basis](#), and focuses their efforts on programs and projects that related to specific goals.

Analysis

Based on the high number of interested community members, staff recommends increasing the number of board members from 7 to 8, introducing a new three year term ending in June 2023.

- Although this is an even number, which could result in a split vote, staff is not concerned and does not recommend further increasing the number of board members.
- The term length is important to consider. Staff has worked to ensure that terms are staggered appropriately so that in no one year will a significant number of board members term out. By appointing a new position to July 2023, we maintain staggered terms.

Staff met with the PAAB on July 17 to review the potential changes to the policies (Exhibit B). PAAB forwarded a positive 5 to 1 vote for the for Council's consideration.

Attachments

Exhibit A: Resolution 18-2020 Draft

Exhibit B: Park City PAAB Policy Redlines Draft



Resolution No: 18-2020

**RESOLUTION AMENDING THE PUBLIC ART ADVISORY
BOARD AND PUBLIC ART POLICIES**

WHEREAS, Art is an integral part of the Park City community and support of public art is an established goal of City Council, and

WHEREAS, Art is a fundamental element and defining characteristic of Park City and the City has taken steps to promote and maintain the vision of the Public Art plan to facilitate and encourage public art and desires to amend the written policy for art and the Park City Public Art Advisory Board; and

WHEREAS, it is the goal of the current City Council to ensure a cohesive plan for public art exists to promote a sense of community and enhance the aesthetic quality of daily life by providing a sense of place; and

WHEREAS, Art shall stimulate the vitality and economy of the City and enhance Park City's standing as a leading cultural destination, encouraging creative expression;

WHEREAS, Art should be accessible to the public, durable to the outdoor elements, safe to the public and compatible with City vision and goals; and

WHEREAS, the City Council shall appropriate one percent (1%) of Capital Improvement Project funds to be spent to acquire and integrate public art,

Now therefore it be resolved that,

SECTION 1. BOARD AND POLICY ADOPTED. The attached refinements to the Public Art Policy and subsequent Park City Public Art Advisory Board Policy is hereby adopted on Thursday, July 30, 2020.

SECTION 2. EFFECTIVE DATE. This Resolution becomes effective upon adoption.

PASSED AND ADOPTED this Thursday, the 30th day of July, 2020

PARK CITY MUNICIPAL CORPORATION

Mayor Andy Beerman

Attest:

Michelle Kellogg, City Recorder

Approved as to form:

Mark D. Harrington, City Attorney

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Exhibit D: Park City Public Art Donations Policy	
Exhibit E: Park City Public Art Board Member Policy	
Exhibit F: Park City Public Art Inventory List	

Park City Public Art History

Beginnings

In an effort to enhance Park City as leading cultural destination, Park City Council has taken steps to promote and maintain the vision of the public art collection. The Public Art collection helps to ensure the aesthetic quality of daily life and provide a sense of place in the community for its citizens. Public Art is a fundamental element and defining characteristic of the City.

The Park City Art Foundation dedicated Park City's first piece of public art entitled *Park City Scape*, by artist James Mcbeth, in October, 1984. This piece currently resides at the south side of Park City's historic Miner's Hospital Building at City Park.

In February 1999, the Park City Summit County Arts Council established the first Art in Public Places plan to help create the framework for a strong and healthy public art program. The plan was formulated, in part, to help guide the selection process for the art at the Park City Transit Center, funded through a grant from the Federal Transit Authority. Criteria and standards were developed that were applied to this particular project

In December of 2002 the first makings of a public art policy were presented and discussed by City Council.

In May of 2003 the planning department solidified the City's commitment to art by clarifying and codifying a section of the LMC to specifically address the placement of art on public property. Code section LMC 15-4-15 (Exhibit A) addresses requirements for light, safety, and appropriate outdoor materials as well as an application process for anyone who desires to put art on public property.

In July, 2003 Council allocated \$200,000 in funds as seed money for a new Public Art Program. In December 2003, a Public Art Policy was adopted by Park City Council establishing a Public Art Advisory Board to be administered by the Park City Summit County Arts Council. (Attached as Exhibit B).

In May of 2004, a seven-member Public Art Advisory Board was appointed by Park City Council to create this strategic art plan, make recommendations to City Council regarding public art placement and expenditures, and establish future funding opportunities for public art. By July of 2004, the Public Art Advisory Board in association with the Park City Summit county Arts Council prepared the first Park City Public Art Plan.

In August of 2016, the Public Art Board Policies, Mission and Vision were updated, allowing members to serve two consecutive, three year terms.

Today

The arts are an integral part of the Park City community and have been for many years. Park City is filled with artworks throughout both the City. In addition, many art galleries, private collections, performance venues and non-profit organizations thrive in Park City and are dedicated to elevating arts and culture through the City.

City Council works with the Public Art Advisory Board as well as the Park City Summit County Arts Council to ensure a cohesive plan for public art is in place now and for the future. These groups continue to work together to enhance the quality of life in Park City and to promote the City's Public Art Collection. In order to accomplish this, continued collaboration among many City, County, and State departments, as well as community partners is essential.

Today, Park City's Public Art Collection has grown to more than 35 pieces in the permanent collection. Whether riding the bus, walking on Poison Creek Trail, visiting Main Street or the many City owned buildings, you will find artwork that both inspires the future and celebrates our past. A [Public Art Map](#) is available on the City's website and an inventory list is attached as Exhibit F.

DRAFT

Glossary of Terms

Deaccessioning The removal of an existing permanent work of art from Park City's Public Art collection. The policy for deaccessioning is outlined in the attached re-siting and deaccessioning policy. (Exhibit C)

Long Term A period lasting of an extended period of time.

Permanent A period lasting or remaining unchanged indefinitely.

Private Art Any visual work of art owned privately, which is displayed in or on City Property for any length of time; or any visual work, financed either wholly or in part, with City funds or grants procured by the City, displayed in or on Private Property.

Public Art Any visual work of art displayed for any length of time in or on City Property and/ or on non-City property if the work of art is installed or financed, either wholly or in part, with City funds or grants procured by the City.

Request for Proposals (RFP) A solicitation, made through a bidding process, for procurement for submissions for a specific opportunity that requires development of a proposal. The RFP defines the specific requirements for the proposal, including the project budget, criteria and constraints, description of the project site, and format for submission of the proposal.

Requests for Qualifications RFQ Generally refers to the pre-qualification stage of the procurement process. Those who successfully respond to the RFQ may be requested to submit a Request for Proposal.

Re-Siting The relocation of an existing work of art in Park City's Public Art collection. The policy for Re-Siting is outlined in the attached re-siting and deaccessioning policy. (Exhibit C)

Site-Specific: A work commissioned, created, purchased or donated for a particular place.

Temporary A period lasting of only limited time.

Visual Art Art forms of; sculpture, monument, mural, fresco, relief, fountain, banner, benches, architectural furniture. Works of art include, but is not limited to the art mediums of; weaving, carving, painting, assemblage, collage, welding, casting, mixed media, multimedia and sculpting.

Administration

The commission of public art is an unusually subjective arena for the public sector. Questions of taste, style and content are complex matters to be addressed through a governmental process and the products of the public art program are highly visible to the public.

Park City's Public Art Advisory Board (PAAB) was established by Park City Municipal Corporation, and is supported by the Park City Summit County Arts Council. The Public Art Advisory Board shall have ~~seven-eight~~ (87) members appointed by the Mayor and City Council. Composition of the Board will include representation from the community who live in the City Limits of Park City and are interested in serving on the Public Art Advisory Board. Board members shall serve for no more than two consecutive, three-year terms. Terms are staggered. Members must reapply for a second term. Appointments to fulfill vacant terms do not include term limits. Terms begin on July 1, end on June 30, or until vacancies are filled. Board members are not compensated.

The City Manager or his/her designee shall appoint a Staff Liaison to the board as ex-officio without vote. A City Council liaison shall also be appointed to the Board as ex-officio without a vote. It is encouraged that students from the community be included on the panel to serve ex-officio without vote.

The ~~seven-eight~~ (87) member PAAB makes recommendations through the Staff Liaison who shall take recommendations to the City Manager or his/her designee or City Council regarding strategic planning, acquisition, expenditures, funding and budgetary requests, project identification, donations, proposals or qualifications, maintenance, repair, re-site or deaccession of public art, as well as and policy refinements. All decisions regarding Public Art shall be made final by the City Council.
EXHIBIT E.

The PAAB works to make recommendations to help promote and cultivate the Public Art Plan, Policy and Public Art Collection by expending funds on and facilitating works in order to:

- Stimulate vitality and economy of the City.
- Enhance Park City's standing as a leading cultural destination.
- Advance public understanding of visual art.
- Enhance the aesthetic quality of daily life and provide a sense of place.

Public Art Program Goals

1. CREATE a cohesive public art program that is embraced by the Park City Community by selecting projects and works of art, excellent in both conception and execution, which enhance, celebrate, reflect and inspire the community's identity, environment, culture and history for the enjoyment of its citizens and visitors.
2. SELECT sites for public art which are significant to the community, the collection as a whole and will maximize interaction with the work.
3. MAINTAIN the collection with proper identification and care of the collection through use of appropriate and consistent signage, cataloguing and maintenance of Park City's public art collection. This includes ensuring that public art is safe, accessible, and durable.
4. EDUCATE the community by providing up to date educational materials and information about the public art collection. Public art may be used as a way to engage the community and as an element of outreach.
5. ADVOCATE for and assist with the facilitation of opportunities for visual art and artists through commissions, exhibitions and funding opportunities and partnerships.

Public Art Program Strategies

1. DEVELOP a Strategic Plan to support the selection of works and projects for the Park City Public Art Collection, upon review of a cultural assessment of the Park City community
2. ESTABLISH guidelines for implementation of the Public Art Policy, including selection, purchase, donations, commission, placement, and maintenance of works of public art.
3. RECOMMEND placement, acquisition, maintenance, repair, re-site, de-accession, budget and funding for works of art and public art projects to the City Manager or his/her designee or City Council. Make annual updates to the City Council on the progress of the Public Art Policy and Collection.
4. ENCOURAGE early collaboration among artists with planners, architects, engineers, and appropriate departments and partners in the design of public facilities and spaces.
5. INVOLVE the Park City Community in advancing and enhancing public art. Provide opportunities for artists to work throughout the community in creating works which will be meaningful and appropriate to the selected settings. Find ways to incorporate public art as an element of community education
6. PROMOTE continued community involvement, partnerships and outreach for the Public Art Collection, including reviewing assessments of the Park City cultural community.
7. COLLABORATE with community organizations, entities and individuals including, the Summit County Park City Arts Council (SCPCAC) and Summit County Public Art Advisory Board (SCPAAB), to create unity and ensure uniqueness in Public Art Collections.
8. CONTRIBUTE to City revitalization and development efforts both in planning and execution of projects.

Overview of Public Art Selection and Approval Process

1. Public Art Advisory Board identifies a project and presents a recommendation to the City manager including nature of the project, potential site location and budget.
2. Recommendation is reviewed by City Manager and Staff, and recommendation is brought to City Council for direction by the City Staff Liaison.
3. If approved by City Council, Public Art Advisory Board will generate a request for proposals (RFP) to artists in accordance with Park City's purchasing policy.
4. The Public Art Advisory Board shall review artists' proposals, who shall present their ideas with drawings, photographs, machetes or other visual models, technical considerations and project budget. The board will then make a selection based on the guidelines and criteria outlined in this document.
5. The Public Art Advisory Board will present their recommendation to the City Manager and or his/her designee, or City Council for final approval.
6. When projects are approved, Park City Municipal Corporation will enter into a contract with the artist and work in conjunction with the Public Art Advisory Board for installation through completion and final acceptance of the project.

Acquisition

As the Public Art Advisory Board acquires works of art the Public Art Advisory Board shall make a recommendation to the City Manager or his/her designee with final authority by City Council.

Donations

Citizens of Park City and others have offered to contribute to Park City's public art collection with generous gifts of artwork. It is the responsibility of the Public Art Advisory Board to review such proposed gifts on behalf of Park City.

In the case of a proposed donation of art to the Park City Public Art Program, the donor will present a proposal to the Public Art Advisory Board in accordance with the donation policy (Exhibit D), and the Public Art Advisory Board will vote to accept or reject the donation based on the goals and objectives as set forth in this policy. If accepted, the selection and approval process outlined above will be followed with the exception of the generation of a request for proposal. If rejected, the Board shall inform and make a recommendation to the City Manager or his/her designee. Final authority for appeals should be brought to the City Council.

Specific Proposal by Artists

An artist or group of individuals may propose a project to the Public Art Advisory Board. If such a proposal meets the intent of the Public Art Policy, the Public Art Advisory Board shall make a recommendation and state rather a call to artists and request for proposals is required. The Park City Public Art Advisory Board's recommendation will be brought to the City Manager or his/her designee with final authority by City Council. If a call to artist and request for proposals is required, it shall follow the Park City Municipal purchasing policy as well as the selection and approval process outlined above.

Purchase of Art

The Public Art Advisory Board may consider the purchase of a work of art if the piece identified meets the intent of the Public Art Policy. Once a piece is identified, the selection and approval process outlined above will be followed with the exception of the generation of a request for proposal. In this case, no more than ten percent (10%) of the cost of the work may go toward a dealer or agent.

Design Criteria

The following are a suggested set of criteria which the Public Art Advisory Board shall use as guidelines in the identification, selection and acceptance of public art.

1. **Quality:** Acquisitions for Park City's Public Art Collection shall be of exceptional quality and enduring value. Consideration shall include artists experience in successful projects, material selection craftsmanship and reflect enduring artistic quality. .
2. **Authenticity:** Successful art projects are authentic to the community and their surroundings. Work shall be original and not identical of something already exists in the collection. Works of art shall be compatible in style, scale, material, form and content with their surroundings, and should form an overall relationship with either the site and/or the collection as a whole.
3. **Engagement:** A vital element of a successful Public Art Program is the connection of the work to the community. The artwork should have the ability to engage the community from conception to completion. A work with such engagement should help the community feel both ownership of the art, as well as, an ongoing appreciation of the work. Work may tell a story of the community's past or present, and may portray a sense of the place, people and spirit that live here. The

artwork may speak to a specific community, area or neighborhood or unite our diverse community.

4. **Creativity:** Creativity can be communicated through a wide range of artistic styles. The artist should be able to explain why their work is creative and how their concept solves the problem through vision, process, thoughts, ideas, feelings, use of materials and other areas. Artwork should create excitement, be unique and/or original and have the ability to inspire, create a sense of wonder. Artwork may be innovative or imaginative, and have the ability to transcend traditional ideas or techniques, and create new meaningful interpretations or to inspire the community and our imagination.
5. **Other Considerations:** Ensure that public art is safe, accessible, durable, as pertains to the appropriate time period of display of the work and is compatible with community standards. Artworks shall not require excessive maintenance or repair costs. Lighting and site preparations should be considered. Artworks that require frequent maintenance are discouraged. Artwork shall not create safety problems to the public or liability problems to the City.

Artist Participation

It is strongly recommended to involve artists at the earliest appropriate stage for each public art project. City planners and developers are encouraged to include artists on project design teams. There is an immeasurable value to artists' involvement – a new perspective and fresh approach from the artist's viewpoint can often bring a whole new sense to the project and, more practically, can save on expenses.

Site Location

The Park City Public Art Program is designed to celebrate Park City's culture with a strong appreciation for the arts. Appropriate site selection will assure that art is safe and accessible to both locals and visitors. The Public Art Advisory Board may consider all city-owned property and identify those locations that will maximize the public's interaction with art.

Commissions for art may consider how they relate to the particular site, the collection as a whole or be designed to create a reflective or enriching experience for the public.

Community Involvement

The Public Art Advisory Board holds monthly public meetings, which are open to the public subject to the State Open Public Meetings Act. Each meeting shall provide time within the agenda for public input.

Based on the findings of the [Community Visioning from 2009](#), 'Sense of Community' is defined as *what unites Parkites – a common ground – despite diverse social, economic, and cultural backgrounds. While our natural setting and recreational opportunities brought many people to Park City, it is the strong sense of Community that keeps people here. It is essential to residents that the Sense of Community they know remains intact and retains its funkiness, diversity and playfulness. For Parkites, the presence of arts and culture adds to our quality of life through the abundance of diverse local opportunities to enjoy and explore the arts through many mediums.* The Community Visioning outlines several Goals and Strategies specific to ensure that arts and culture in Park City will continue to grow as a hub, encouraging creative expression.

Installation

The artist shall be responsible for all applicable permits and fees, as pertains to the contract executed by the City and Artists, regarding the installation of the artwork. Consideration should be given to the preparation of the site well in advance of the installation date. All necessary materials, including mountings, anchorages, containments, pedestals, barriers, drains, power, lighting fixtures, etc., should be specified in the scope of work. The artist should consider installation design that addresses visibility and cohesiveness to the artwork, including, lighting, additional patinas, protective coatings, accessibility, safety, durability and purpose. The installation techniques should not detract from the artwork's function or aesthetics, and shall follow the rules as outlined to appropriate building and planning codes. Required notifications should be considered and coordinated with the proper authorities in advance of any work.

Maintenance

The City of Park City takes great pride in its collection of owned and displayed works of art and recognizes the importance of this artwork to the cultural and economic wellbeing of the community. The City is committed to the documentation, preservation and maintenance of the collection. The Public Art Advisory Board (PAAB) shall be responsible for recommendations in regards to this process.

The goal of the Public Art Maintenance Policy is to maintain the City's collection of artwork to ensure long-term enjoyment of the collection and to take action to prevent the deterioration of works before they come to a state of disrepair or deaccession (Exhibit C). A Maintenance Policy recommendation shall accompany each piece as it is accepted into the collection, as well as address continued maintenance and cleaning for pieces throughout the collection as a whole. The PAAB shall review the Park City Public Art Collection on an-going evaluation or as directed by City Council or the City Manager or his or her designee.

Should the property, building or fixture on which the artwork is situated be damaged or destroyed, the PAAB shall make a recommendation with regards to the situation to the City Manager or his or her designee for final approval by the City Council.

Funding

The key to sustaining a vibrant and diverse public art program is to establishing an on-going funding mechanism for the public art fund. The following are suggested possible methods to accomplish this.

1. **1% for Art:** This method stipulates that 1% of the cost of constructing or renovating a public building or site shall be set aside for artwork. The 1% allocation shall be first considered to be used for art at the specific site where the improvements or construction have occurred. PAAB may recommend using funds as restrictions allow, in conjunction with other sites or projects. One percent funds which may remain after a project has been completed may be deposited into the general public art fund.
2. **Annual budget for public art:** Park City Municipal Corporation may elect to allocate a certain set amount for public art in each budget cycle with a recommendation from the PAAB for the general public art fund..
3. **Public – Private Initiatives:** A project may be funded partially through Public Art Funds and partially through private, business, development, civic and/or other organization contributions. Public art funding may be leveraged through challenge grant opportunities. Such contributions

shall be recommended to and approved by the City Manager or City Council as pertains to the City's purchasing policies.

4. **Donation of Artwork:** Individuals, businesses and other organizations may choose to donate artwork to the Park City public art collection.
5. **Local, State and National Grants:** Park City Municipal Corporation and the Park City Summit County Arts Council may be eligible for grants to support the Public Art Program.
6. **Maintenance Funds:** The Public Art Advisory Board shall review and recommend a Maintenance Fund Budget for public art in accordance with the City's budget cycle. The PAAB shall recommend an annual budget plan with regards Annual Maintenance to the collection as a whole, as well as anticipated maintenance or reserve funds for items such as vandalism, annual documentation and condition reports, contracted preservation efforts and/or re-siting to include temporary storage as necessary. Reserve budget.

The Public Art Advisory Board will consider all these options for funding, and present a funding recommendation to the Budget Department with final approval from City Council.

Acknowledgements

The authors gratefully acknowledge the contributions of Park City citizens who joined in the process to create this Public Art Plan. We also commend the work of the 1999 Art in Public Places committee for their hard work in establishing Park City's first Art in Public Places criteria and guidelines. Their work and resulting documents have served as models for the 2004 Public Art Advisory Committee. A few of the many active participants are listed below. Thank you all for sharing your vision and great ideas!

Public Art Original Project Sponsors

- Park City Municipal Corporation
Dana Williams, Mayor
- Park City Summit County Arts Council
Brian Hess, Executive Director

2004 Inaugural Public Art Advisory Board

- Ron Butkovich
- Julie Hopkins
- Bianca Mead
- Kathleen Metcalf
- Susan Packard
- Carol Potter
- Peter Roberts

2004 Park City Council Members

- Kay Calvert
- Marianne Cone (Liaison to Public Art Advisory Board)
- Candace Erickson
- Jim Hier
- Joe Kernan

2004 Park City Staff

- Tom Bakaly
- Alison Butz (Liaison to Public Art Advisory Board)
- Gary Hill
- Mark Christensen

2004 Consultation

- Nancy Boskoff: Salt Lake City Arts Council
- Jim Glenn: Utah Arts Council Public Art Director
- Peg Bodell: Artist and past Park City Council

Exhibit C - Re-Siting and Deaccessioning Policy

While the intent of acquiring public artworks is for long-term and permanent display, circumstances may arise that require the Public Art Advisory Board (PAAB) consider and upon review, give recommendation for re-site or deaccession a public artwork. This policy is designed to create a process to ensure that re-siting of a site-specific artwork and deaccessioning occurs thoughtfully, and impartially. The re-siting and deaccessioning policy applies to all the works in Park City's Public Art Collection, including those commissioned by or donated to the City.

Re-siting Works of Art

The Public Art Advisory Board is charged with reviewing potential re-siting situations and may consider moving a public artwork for one or more of the following reasons:

- The site is being eliminated, is no longer publically accessible, or there are other changes in relevant circumstances that require a work be removed from the site.
- The site is being changed so that the artwork is no longer compatible with its setting.
- The condition and/or security of the artwork cannot be reasonably guaranteed at its current site.
- The artwork has become a danger to public safety.

If the PAAB decides that one or more of the above conditions exist, it may proceed as follows:

- Public Art Advisory Board members make a good faith effort to discuss re-siting with the artist or donor.
- If the PAAB is not able to recommend an alternate site, the artwork may be recommended for deaccession or placed into storage until other options become available.
- PAAB members refer the recommendation to the City Manager or his/her designee or to City Council with final decision made by the City Council.

Compromising Conditions

If the structural integrity or condition of an artwork is critically damaged, rather through environmental impacts, vandalism or other unforeseen conditions, the City Council may authorize its immediate removal without the Public Art Advisory Board's recommended action. The work shall be placed in temporary storage. The Public Art Advisory Board shall be notified of the removal at the time the action is made. The Public Art Advisory Board shall recommend repair, re-site or deaccession with in thirty (30) days of the notification.

Deaccessioning Works of Art

Deaccessioning is a procedure for removal of an artwork from a public art collection. This applies to all works in Park City's collection, including those purchased by or donated to the City. Deaccessioning shall only be considered after careful and impartial evaluation of the work by the Public Art Advisory Board after efforts have been found for the piece to be within disrepair, inability to re-site. All contractual documents relating to the work shall be consulted prior to the beginning or the deaccessioning process.

The Public Art Advisory Board may recommend dissension or disposal of works of art in the Park City Public Art Collection under the following criteria.

- A new site for an artwork cannot be found for a piece that needs re-siting.
- The artwork has been damaged or has deteriorated beyond reasonable repair.
- The artwork endangers public safety, and/or the condition or security of the work cannot be assured.
- The artwork requires excessive maintenance or has faults in design, concept, construction or workmanship.
- After proper and thorough community education and outreach, there is adverse public reaction to the artwork.
- The Public Art Advisory Board has made recommendations and findings that the work has no cultural value or is fraudulent or not authentic,

If deaccessioning is being considered, PAAB may recommend the following actions.

- Request that the artist or donor purchase or exchange the artwork.
- Sale through auction, gallery dealer resale, or direct bidding in compliance with laws governing surplus property. Proceeds from any such transaction shall be designated to the Public Art Fund for PAAB to apply to other projects.
- Trade through gallery or other institution for comparable work or works of comparable value.
- Donation of artwork to another governmental agency, non-profit organization or institution. Artwork shall not be given to City employees, City Council or City Board Members.
- Destruction of artwork that is unsalable, severely damaged and/or of negligible value.

Upon finding that a work should be considered for deaccessioning, the following steps shall be followed:

- Findings or suggestions that artwork should be deaccessioned, shall be brought to the attention of the Public Art Advisory Board.
- The contract pertaining to the artwork shall be consulted.
- The PAAB shall review findings, and when appropriate, the PAAB may gather professional opinions with regards to conservators, engineers, safety experts and or art historians, etc.
- After review, PAAB shall make a recommendation to the City Manager or his or her designee for all works valued at under \$10,000 and/or to the City Council for all works valued over \$10,000. City Council shall have final authority on all matters regarding deaccession of artwork.

Exhibit D - Park City Public Art Donations Policy

Guidelines and Criteria for Review Process of Proposed Gifts of Art

From time to time, the citizens of Park City and others have offered to contribute to Park City's public art collection with generous artworks and donations. It is the responsibility of the Public Art Advisory Board to consider and review such proposed gifts on behalf of the City.

The Public Art Advisory Board shall be responsible for considering all gifts to the City's Public Art Collection as pertains to the definition of Public Art. The Public Art Advisory Board shall make donation recommendations based upon the same selection design criteria it uses for acquiring works for the Public Art Collection

The donor will present a proposal to the PAAB, as for the process below, and the PAAB shall vote accept or deny the donation in accordance with the selection and approval process as outlined in the Public Art Advisory Board Policies. A request for proposal or qualifications shall not be required.

All decisions to accept or decline art donations shall be recommended by the Park City Public Art Advisory Board and brought to the City Manager or his or her designee. City Council shall have the final authority on all decisions regarding donations in accordance with the value of the donation based on the City's purchasing policies.

Those wishing to make a donation to the Public Art Collection, shall follow the following process:

I. Written Proposal or Letter of Intent

Any person, corporation or private entity desiring to make a donation to Park City's public art collection, shall submit a written proposal or letter of intent for the PAAB for its review. The material submitted should include a description and specifications of the proposed gift, including artist, title, dimensions, material, proposed location, value and a profile on both the artist and the donor. Depending on the proposed gift, other information that may be requested, such as, a maquette, drawing or photograph of the work, site drawings, installation details, a professional appraisal of the value of the work, and estimate for maintenance costs and maintenance instructions and schedule.

II. Design Criteria

In general, the acceptance and placement of donated works of art shall be considered in review of the Design Criteria (Quality, Authenticity, Engagement, Creativity, and Other Considerations) of the public art program: Circumstances, such as memorial gifts, may arise that cause additional criteria to be considered for donation approval.

III. Site Criteria

The proposed site for the donation should be described in the written proposal. The placement of artwork shall be appropriate to the size, scale, design and character of the particular site; The work may build a relationship to the space or natural environment. The artwork's relationship to pedestrian traffic patterns, visibility and public access to the work should also be considered. The Public Art Advisory Board shall have final recommendation of potential sites for donations.

The Public Art Advisory Board may ask for assistance in the review from city departments such as, Engineering, Building, Planning and Public Works or consult with design professionals on proposals that require their expertise before making a recommendation for approval or denial of the artwork.

IV. Memorial Gifts

Memorial gifts may raise other issues to be considered. The significance of the event or person being memorialized must be documented in the proposal. The memorial may represent broad community values and should be meaningful or thought provoking to future generations. The location for a memorial is particularly important in the consideration and the proposal should give a justification for the proposed site. The context of the proposed memorial and its relationship to the site will be considered.

V. Associated Costs

The donor should cover the costs of shipping or delivery, fabrication and installation of the artwork. The donor may be responsible for engineering requirements, design and cost of pedestal or display pad, lighting, structural support and foundation, and landscaping of the site with review and approval from the Building, Planning or Engineering Departments at the City.

Donations of artwork that require public art funds to be used to pay for site preparation, installation, framing, restoration or repairs shall be considered by the PAAB when voting on acceptance or denial of the work. In addition, the Public Art Advisory Board shall consider the maintenance and repair costs of the work. The Public Art Advisory Board shall evaluate such expenses at the time the work is being considered.

The PAAB shall be responsible for the costs of an identification plaque for the work.

VI. Terms of Agreement

In cases, when the artwork is to become the property of the City, the terms of Final Art Acceptance Agreement shall be included in the recommendation to the City Manager or his or her designee or to City Council in a form approved by the City Attorney's Office.

In cases, as to which the gift is to be on temporary loan or display to the City, the terms of such a loan will be included in a recommendation to the City Manager or his or her designee or to City Council in a form approved by the City Attorney's Office.

Exhibit E - PARK CITY PUBLIC ART ADVISORY BOARD MEMBER POLICIES

Park City's Public Art Advisory Board (PAAB) was established by Park City Municipal Corporation, and is supported by the Park City Summit County Arts Council. Meetings are to be held on the same patterned day, time and location each month.

Makeup of the Board:

The members of the Public Art Advisory Board shall have ~~seven-eight (78)~~ voting members appointed by the Mayor and City Council. The Public Art Advisory Board shall have ~~seven-eight (78)~~ members appointed by the Mayor and City Council. Composition of the Board will include representation from the community who live in the City Limits of Park City and are interested in serving on the Public Art Advisory Board. Board members shall serve for no more than two consecutive, three-year terms. Terms are staggered. Members must reapply for a second term. Appointments to fulfill vacant terms do not include term limits. Terms begin on July 1, end on June 30, or until vacancies are filled. Board members are not compensated.

The City Manager or his/her designee shall appoint a Staff Liaison to the board as ex-officio without vote. A City Council liaison shall also be appointed to the Board as ex-officio without a vote. It is encouraged that students from the community be included on the panel to serve ex-officio without vote.

Expectations of Board Members

Voting Members

PAAB will review and work towards the goals and strategies of the Public Art Program Policies and Plans. The PAAB will:

- Read and review board agendas, meetings packets and minutes as well as any other necessary materials.
- Participate in and adhere to the annual Open Meetings Training provided by the Legal Department, review the Park City Officials Handbook, sign oath of office and disclosure statement.
- Attending City Council meetings or community functions as appropriate discussions or occasions arise.
- Only voting members are allowed to make a motion and to vote on motions brought up by the board.
- Annually appoint a Chair and Vice-Chair position. The Chair of the board is responsible for running meetings, including keeping the board focused on agenda items, keeping time at meetings, and summarizing motions that the board makes for minutes. Additionally the Chair may assist the staff liaison in setting meeting agendas and presenting at City Council or community events. The Vice Chair shall assist the Chair with duties as described above, when the Chair is unavailable or at the request of the Chair.
- All voting members shall make efforts to adhere to the attendance policy. Two (2) absences in a total year are allowed. Those members who are absent for more than the allowed limit shall be reviewed by the Public Art Advisory Board. Should the Public Art

Advisory Board find reason to recommend removal of a member that does not uphold the attendance policy, City Council shall review the matter and confirm or deny the recommendation. ~~Only voting members are allowed to make a motion and to vote on motions brought up by the board.~~

Voting Procedures

- Super Majority Voting is required for purchase or donation recommendations on projects with budgets exceeding twenty-five thousand dollars (\$25,000-~~00~~). PAAB participation is required for such purchase recommendations, with a minimum of six (6) voting members at the physical site of the meeting. Electronic participation is not permitted during these discussions. To recommend such projects, a majority of no less than ~~four-five~~ (45) voting Board members is required.
- Purchases or donation recommendations on projects with budgets that are less than twenty-five thousand dollars (~~\$25,000~~) will require a minimum of ~~four-five~~ (45) voting members at the physical site of the meeting. Electronic participation is allowed, but those who are participating electronically may not vote on the recommendation of the purchase or donation. To recommend such projects, a majority vote of no less than three (3) voting Board members is required for such projects, as long as it does not result in a split decision.
- ~~○ Purchases or donation recommendations on projects with budgets that are less than twenty-five thousand dollars will require a minimum of four (4) voting members at the physical site of the meeting. Electronic participation is allowed, but those who are participating electronically may not vote on the recommendation of the purchase or donation. To recommend such projects, a majority vote of no less than three (3) voting Board members is required for such projects, as long as it does not result in a split decision.~~
- Electronic Participation is allowed and shall be counted as attendance, however, there must be a quorum at the meeting site (for PAAB, this is ~~4-5~~ members).
 - Members will not be allowed to vote on purchases or donations by phone or email or other forms of electronic correspondence. Members will ~~be allowed to~~ be allowed to vote on motions made during the meeting.
 - Board members are responsible for notifying the City Staff Liaison regarding Electronic Participation no later than three (3) business days in advance of their absence so that electronic connections and necessary documents can be acquired.
 - No more than two (2) forms of electronic participation shall be permitted at one meeting.

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Non-voting Members

- Executive Director of the Park City Summit County Arts Council supports the PAAB. The Arts Council:
 - Provides input and serve as a resource to the Advisory Board.
 - Provides feedback regarding the work of the Arts Council and the Park City Public Art Advisory Board.
 - Serves as a resource for grant writing.
 - Promotes the Park City Public Art Collection.
 - Helps to form partnerships and collaborations between the Park City Public Art Advisory Board and the Summit County Public Art Advisory Board, as well as, other arts and culture organizations.

- Expends funds provided by PCMC through Special Services Contract with the Arts Council (not the City funds appropriated for public art collection).
- Park City Council Liaison
 - Provides advise, and input – particularly from the City Council's perspective - serve as a resource to the Advisory Board
 - Provide input to the City Council related to the work of the, or at the request of, the Public Art Advisory Board
- Youth Liaison
 - Provides advice, and input – particularly from the youth perspective – serving as a resource to the Advisory Board.
- Staff member(s) from Park City Municipal Corporation will handle the administrative needs of the board. The staff member(s):
 - Advise, provide input, and serve as a resource for the PAAB, and coordinate communications with other City Departments on projects and assist in obtaining department approvals as needed.
 - Create and post agendas and board packets and distribute to the board prior to meetings.
 - Record meeting minutes and distribute both draft and final meeting minutes to the Board.
 - Give monthly budget updates to PAAB and disperse approved allocations for public art projects. Coordinate budgetary requests on behalf of the PAAB with the Budget department or at the request of the City Manager or City Council.
 - Manage public art projects in process from creation of Request for Proposals/Qualifications through completion and final acceptance of installation. This includes coordination, communication and management of Public Art Projects with other City Departments and the community.
 - Oversee updating the Public Art Plan, Strategic Plan and implementation of Public Art projects and manage the maintenance, repair and inventory of the Public Art Collection.
 - Provide input to the City related to the work of PAAB, including preparing reports for City Council meetings on items requiring direction from City Council and/or the City Manager.

Pending amendment July, ~~2016~~2020