



**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
July 19, 2018**

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regularly scheduled meeting at the Marsac Municipal Building, City Council Chambers, 445 Marsac Avenue, Park City, Utah for the purposes and at the times as described below on Thursday, July 19, 2018.

CLOSED SESSION - 2:30 p.m.

To Discuss Property, Personnel and Litigation

WORK SESSION

3:15 p.m. - Council Questions and Comments

3:30 p.m. - Discuss Regenerative Agriculture on City Lands

[Regenerative Agriculture Staff Report](#)

[McPolin Farm Conservation Easement](#)

4:00 p.m. - BREAK

4:15 p.m. - Discuss Potential 2018 Treasure Hill & Armstrong General Obligation Open Space Bonds

[Treasure Hill and Armstrong Open Space Bonds Staff Report](#)

5:00 p.m. - Social Equity Follow Up: Listening Tour

5:15 p.m. - 2018 Sundance Film Festival Economic Impact Presentation

5:45 p.m. - BREAK

REGULAR MEETING - 6:00 p.m.

I. ROLL CALL

II. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Staff Communications Reports

1. Fourth Quarter Budget Report FY2018
[Budget Monitoring Memo](#)
[Expenditure Report - Fourth Quarter FY 2018](#)
[Revenue Report - Fourth Quarter FY 2018](#)

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

IV. CONSIDERATION OF MINUTES

Consideration to Approve the City Council Meeting Minutes from June 26, 2018
[6.26.18 Minutes](#)

V. CONSENT

1. Request to Authorize Their First Right of Refusal and Approve a Real Estate Purchase Agreement for the Ironwood Phase II Employee Housing Unit for \$250,000, in a Form Approved by the City Attorney
[Ironwood Phase II Staff Report](#)
[Real Estate Purchase Agreement](#)

VI. OLD BUSINESS

1. Consideration of Applicant's (Park City Performing Arts Foundation dba Park City Institute) Request to Amend a Level 3 Special Event Permit Granted on May 17, 2018, Regarding the Potential Relocation of Six (6) of the Big Stars Bright Night Concert Dates (8/5, 8/11, 8/12, 8/16, 8/24 and 9/2) From Quinn's Junction Recreation Fields to City Park.
(A) Public Hearing (B) Continue to August 2, 2018, or Special Meeting
2. Consideration to Approve Ordinance 2018-43, an Ordinance Amending the Land Management Code of Park City, Utah, Chapters 15-2.1 Historic Residential-Low Density (HRL); 15-2.2 Historic Residential (HR-1); 15-2.3 Historic Residential (HR-2); 15-2.4 Historic Residential Medium District (HRM); 15-2.5 Historic Recreation Commercial (HRC); 15-2.6 Historic Commercial Business (HCB); 15-2.7 Recreation and Open Space (ROS); 15-2.8 Protected Open Space (POS); 15-2.9 Rural Estate (E-40); 15-2.10 Estate (E); 15-2.11 Single Family (SF); 15-2.12 Residential (R-1); 15-2.13 Residential Development (RD); 15-2.14 Residential Development-Medium Density (RDM); 15-2.15 Residential- Medium Density (RM); 15-2.16 Recreation Commercial (RC); 15-2.18 General Commercial (GC); 15-2.19 Light Industrial (LI); 15-2.22 Public Use Transition (PUT); 15-2.23 Community Transition (CT); 15-3 Off-Street Parking; 15-4 Supplemental Regulations; and 15-15 Defined Terms, to Update References to Setbacks and Yards
(A) Public Hearing (B) Action
[PL-18-03867 LMC Yard and Setbacks Definitions CC Report 07.19.18 Final.pdf](#)

VII. NEW BUSINESS

1. Consideration to Approve Resolution 19-2018, a Resolution Concerning the Authorization of OED to Conduct the Commercial Property Assessed Clean Energy District (C-PACE District), within Park City Municipal Corporation Governing Body ("Governing Body")
(A) Public Hearing (B) Action
[CPACE Staff Report](#)
[CPACE Participation Agreement](#)
[CPACE Resolution](#)
2. Consideration to Approve Resolution 20-2018, a Resolution Opposing Federal Immigration Policies That Separate Families Seeking Asylum
(A) Public Hearing (B) Action
[Federal Immigration Resolution Staff Report](#)
[Senator Hatch Letter - Immigration Policy](#)
[Federal Immigration Policy Resolution](#)
[Summit County Resolution](#)
3. Consideration to Approve the Level Three Special Event, Park City Kimball Arts Festival to be Held on Friday, Saturday and Sunday, August 3, 4 & 5, 2018, Including the Estimated City Service Fee Reduction in the Amount of \$142,789.60, Based on the City Services Agreement, Findings of Fact, Conditions of Approval and Conclusions of Law in a Form Approved by the City Attorney
(A) Public Hearing (B) Action
[Kimball Arts Festival Staff Report](#)
4. Consideration to Approve Ordinance No. 2018-44, an Ordinance Repealing Title 6, Chapter 2 of the Municipal Code of Park City: Burglary and Robbery Alarms
(A) Public Hearing (B) Action
[Staff Report and Ordinance](#)

VIII. 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 19, 2018

Submitted by: Luke Cartin

Submitting Department: Sustainability

Item Type: Work Session

Agenda Section: WORK SESSION

Subject:

3:30 p.m. - Discuss Regenerative Agriculture on City Lands

Suggested Action:

Attachments:

[Regenerative Agriculture Staff Report](#)

[McPolin Farm Conservation Easement](#)



City Council Staff Report

Subject: Regenerative Agriculture on City Lands
Author: Luke Cartin
Department: Sustainability
Date: July 12th, 2018
Type of Item: Informative

Executive Summary

Park City has purchased land for open space, placed conservation easements on parcels, and worked to secure land from development. Some of the lands placed under conservation easement allow agricultural practices. Park City Staff would like to discuss with City Council the concept of using certain agricultural practices to improve soil health, water quality, and soil sequestration.

Background

- On September 24, 2015 City Council discussed elevating Energy to a Critical Priority and to potentially set a goal of net zero carbon emissions for municipal operations by 2022 and citywide by 2032. ([link](#))
- March 25, 2016, City Council adopts Resolution 04-16 that sets the goal of net zero carbon emissions for municipal operations by 2022 and citywide by 2032. ([link](#))
- On March 9, 2017 Park City's Municipal Operation Carbon Footprint was presented to City Council. ([link](#))
- July 20, 2017 City Council discussed and approved using open space as a carbon sink ([link](#)).

Discussion

Park City has ambitious climate goals. The city has taken large steps to reduce its carbon footprint, including energy efficiency, electric busses, and joint cooperative clean energy agreement with the utility. Many of these efforts are focused on reducing or eliminating our carbon footprint. There are challenges and constraints to move all of these carbon sources to zero.

Park City has measured the carbon sequestration rate of open space (owned and conservation easements funded by the City). This tool has been useful in understanding the additional climate benefit of open space to sequester carbon into the soil.

Due to the past agricultural operation around the McPolin Farm, the lands have been enjoyed by the community as both a visual representation Park City's agricultural history, as well as winter time recreation. Certain conservation easements allow agricultural practices to be used on certain parcels. An example is the McPolin

conservation easement that directly mentions agriculture. Here are references to agricultural practices in the conservation easement:

- 1. Purpose: "... protecting in perpetuity it's scenic, open, **agricultural**, wildlife and recreational value...."
- 3. Reserved Use Rights:
 - a. "Recreational, **agricultural**,... not inconsistent with Conservation Values;"
 - c. "The use of motorized equipment for **agricultural** purposes...."

The full conservation easement is attached to this staff report.

The concept of integrative and [regenerative agricultural](#) practices is seeing large growth across the West. Here are some examples of ranches and programs currently underway:

- [Yale UCross High Plains Stewardship Initiative](#): Works with ranches throughout the west to research integrative management strategies that focus on mapping, water, wildlife, grazing, botany, and people. They have also developed the "Quick Carbon" tool that allows for field-based rapid assessment of soil carbon.
- [AR1K Smart Farm Research Consortium](#): a partnership of Glencoe Farms, University of Arkansas, and Berkeley lab that focuses on sustainable and profitable agriculture through research. The role of soil microbes are well researched at their large scale operation. They use [machine learning](#) to scale effective agricultural practices and measure impacts.
- [TomKat Ranch Educational Foundation](#): TomKat Ranch "serves as a learning laboratory for animal agriculture focused on climate stability, nature's benefits, healthy food, biodiversity, and vibrant community." They are a leader in field based education as well as incorporating sustainability into their operational practices.
- [Marin Carbon Project](#): Their Carbon Farming program is running on three ranches. They are a leader in using compost application to improve soil health and increase stored carbon. They have been successful at partnering with the Natural Resources Conservation Service, local land trusts, and ranchers to research improving agricultural practices.
- [Noble Research Institute](#): The institute has led on many groundbreaking scientific discoveries and education. They have expertise in the microbiome of livestock as well as drought management techniques. Education of agricultural professionals as well as the public is critical to their mission.

Potential partnerships with these experts could aid Park City in creating an effective program to educate the public, improve the land health, and improve the sequestration of carbon.

Feedback Requested from City Council

Would City Council support the following goals for the lands around McPolin Farm?

Goals:

- Improve soil health, water quality, and carbon sequestration through regenerative agricultural practices. This could include the use of livestock, limited agricultural equipment use, seeding, and watering.
- Develop tool to measure soil carbon and sequestration.
- Educate the public and stakeholders on what projects are underway to accomplish the goals as well as Park City's agricultural history.
- Partner with universities, land managers, conservation groups, and others to share best practices.

One key point to note is that this proposal is not a traditional grazing lease. This is using agricultural practices to improve soil health and water quality. We are not maximizing the profitability of the land, rather educating and researching ways to improve agricultural land.

Department Review

Sustainability, Legal and Executive

Funding Source

No funding is required at this time.

Attachment

McPolin Conservation Easement

DEED OF CONSERVATION EASEMENT
McPolin Farm

THIS GRANT DEED OF CONSERVATION EASEMENT (sometimes referred to herein as "Easement") is made this 15th day of NOVEMBER, 2007, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation having an address of 445 Marsac Avenue, Post Office Box 1480, Park City, UT 84060-1480 ("Grantor"), in favor of the SUMMIT LAND CONSERVANCY, a Utah non-profit corporation having an address of Post Office Box 1775, Park City, UT 84060 ("Grantee"). Grantor and Grantee are sometimes collectively referred to herein as the "Parties".

WITNESSETH:

WHEREAS, Grantor is the sole owner in fee simple of approximately 123 acres of real property located in Park City in Summit County, Utah, described more particularly at Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, the above referenced 123 acres described in Exhibit A includes a large barn and related outbuildings; this portion of the 123 acres is not included within this Deed of Conservation Easement and is defined in Exhibit B and identified therein as the "Released Property"; and

Whereas, the real property described in Exhibit A less the Released Property is referred to herein as "the Property"; and

WHEREAS, the Property possesses natural, scenic, open space, agricultural, wildlife and recreational values (collectively, "Conservation Values") of great importance to Grantee, the people of Park City, and the people of the State of Utah which are worthy of protection; and

WHEREAS, the Property includes Property adjacent to Aspen Springs Ranch and Willow Ranch subdivisions, containing trails, significant buildings, and view corridors, all of which is located in Summit County, State of Utah; the Property is visible from State Highway 224 and is a principal entry corridor to Park City; and

WHEREAS, located on the Property are certain features and improvements documented in a resource manual and is hereinafter sometimes referred to as the "Baseline Documentation," which consists of reports, maps, photographs and other documentation intended to provide the Parties with an accurate representation of the Property at the time of the granting of the Easement as defined below. Although Grantor did not desire to re-survey the Property, the Baseline Documentation will be prepared jointly by the Park City Municipal Corporation and the Summit Land Conservancy but the final responsibility for the document lies with the Summit Land Conservancy. The baseline report will be completed and signed at the time of the granting of the Easement; and

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Easements PAGE 1/16

ALAN SPRIGGS, SUMMIT COUNTY RECORDER

FEE 0 00 BY PARK CITY MUNICIPAL CORP



WHEREAS, the Property is appropriate for substantial and regular year-round agricultural, recreational and low impact usage including special event and temporary uses, hereinafter described as the Reserved Use Rights; and

WHEREAS, Grantor intends that the Conservation Values of the Property be preserved and maintained by the continuation of land use patterns, including, without limitation, those existing at the time of the recording of this Easement, relating to visual open space that do not significantly impair or interfere with those values; and

WHEREAS, Grantor further intends as owner of the Property, to preserve and protect the conservation values of the Property in perpetuity, subject to the Reserved Use Rights; and

WHEREAS, Grantee is a publicly supported, tax-exempt charitable organization qualified under Sections 170(h) and 501(c)(3) of the Internal Revenue Code, whose primary purpose is the preservation, protection, or enhancement of land in its natural, scenic, historical, agricultural, forested, and/or open space condition; and

WHEREAS, Grantee agrees by accepting this grant to honor the intentions of Grantor stated herein and to preserve and protect in perpetuity the Conservation Values of the Property for the benefit of this generation and the generations to come;

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, which the Parties agree constitute adequate consideration for this agreement, and pursuant to the laws of the State of Utah and in particular Utah Code Annotated, Title 57, Chapter 18, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth ("Easement").

1. **Purpose.** It is the primary purpose of this Easement to prevent residential or commercial development on the Property including hotels and lodging, and subject to the Reserved Use Rights described in Section 3 of this Easement, to assure that the Property will be retained forever in its predominately open condition as provided herein and to prevent any use of the Property that will significantly impair or interfere with the Conservation Values of the Property, protecting in perpetuity its scenic, open, agricultural, wildlife and recreational value, and preventing any use of the Property that may significantly impair or interfere with the Conservation Values of the Property. Grantor intends that this Easement will confine the use of the Property to those activities and uses referred to in this paragraph, including without limitation the Reserved Use Rights, that are consistent with the purpose of this Easement.
- 1.1 **Baseline Documentation.** To establish the present condition of the Property's agricultural, natural, scenic, recreational, and/or other conservation resources and the Property's manmade features, so as to make possible the proper monitoring of future uses of the Property and to ensure compliance with the terms of this Easement, the Parties will prepare an inventory of the Property's relevant resources, features and conditions.

2. **Rights of Grantee.** To accomplish the purpose of this Easement the following rights are conveyed to Grantee by this Easement, in addition to all rights and remedies provided by applicable law

- a. To monitor, preserve and protect the Conservation Values of the Property;
- b. To enter upon the Property at reasonable times in order to monitor Grantor's compliance with, and otherwise enforce, the terms of this Easement; provided that such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property;
- c. To enter upon the Property in the case of an emergency as determined by Grantee, in which event Grantee shall notify Grantor prior to entering onto the Property, if possible, or as soon thereafter as is reasonably practical;
- d. To prevent any activity on or use of the Property that is inconsistent with the purpose of this Easement and to require the restoration of such areas or features of the Property that may be damaged by inconsistent activity or use, pursuant to Paragraph 6 herein; and
- e. To enforce this Easement by appropriate legal proceedings, including preliminary restraining orders and injunctions after providing Grantor with reasonable notice and reasonable opportunity to cure.
- f. To place one sign on the Property for the purpose of identifying Grantee's role to conserve the Property; said sign shall not exceed 18" x 24" and reasonable efforts shall be made to affix the sign to an existing structure in a manner approved by Grantor.

3. **Reserved Use Rights.** The following uses and practices (collectively referred to herein as the "Reserved Use Rights"), while not an exhaustive recital of permitted uses and practices, are consistent with the purpose of the Easement, and the following purposes and practices shall not be precluded or prevented by this Easement to the extent they are not inconsistent with Conservation Values:

- a. Recreational, agricultural and entertainment/special event including temporary structures provided such use of temporary structures does not exceed thirty days and such usage is not inconsistent with Conservation Values;
- b. Regular public recreation use including but not limited to constructing and maintaining winter and summer recreational facilities and uses to include but not limited to (i) bike trails, (ii) walking trails, and (iii) X-C ski trails and races, and (iv) related amenities, but not including permanent athletic fields and facilities or use of motorized recreational vehicles;

- c. The use of motorized equipment for agricultural purposes, to access, construct and maintain buildings in the Released Property and to access, construct and maintain trails, and to service utilities.
- d. Access for the protection, maintenance, repair, renovation and restoration of the Historic Barn and adjacent buildings on the Released Property;
- e. The construction, installation, use, maintenance, repair, replacement and relocation of water wells, water lines, pump stations and underground storage tanks, sanitary sewer lines, storm sewer lines and the right to discharge their flows, natural gas lines, electric power lines, cable television lines, telephone lines, and other utility lines, together with the right to temporarily stockpile materials and equipment as approved by the Grantee after notice thereof is given to Grantee by Grantor, so long as such uses are necessary for the Reserved Use Rights, are located underground when economically feasible and otherwise in areas not inconsistent with Conservation Values;
- g. Any access and infrastructure improvements including paving as necessary to comply with the Americans with Disabilities Act ("ADA").
- h. Passive uses otherwise allowed by the Park City Land Management Code for the ROS District intended to preserve and protect the Conservation Values and consistent with the Entry Corridor Master Plan.

4. Prohibited Uses. Any activity on or use of the Property inconsistent with the purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are prohibited in perpetuity on the Property:

- a. Any residential or commercial construction or use including hotels and lodging, retail, restaurant, and low or moderate income housing.
- b. Hunting or trapping for any purpose other than predatory or problem animal control.
- c. Any unanticipated use or activity on or at the Property which would significantly impair the Conservation Values of the Property, unless such use or activity is necessary for the protection of the Conservation Values that are the subject of this Easement, in which case such use or activity shall be subject to the prior approval of Grantee after notice thereof is given to Grantee by Grantor, which approval shall not be unreasonably withheld.
- d. Golf course.
- e. Wind turbines or windmills must be confined to 1 – 3 units and no more.

5. **Notice of Intent to Undertake Certain Permitted Actions.** The purpose of requiring Grantor to notify Grantee prior to undertaking certain permitted activities, as provided in Paragraph 3, is to afford Grantee an opportunity to ensure that the activities in question are designed and carried out in a manner consistent with the purpose of this Easement. Whenever notice is required, Grantor shall notify Grantee not less than sixty (60) days prior to the date Grantor intends to undertake the activity in question:

- a. in writing; and/or
- b. by electronic notification. Electronic notification is sufficient with proof of receipt.

The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the purpose of this Easement.

- 5.1 **Grantee's Approval.** Where Grantee's approval is required, as set forth in Paragraph 5, Grantee shall grant or withhold its approval in writing within sixty (60) days of receipt of Grantor's written request. Grantee's approval may be withheld only upon a reasonable determination by Grantee that the action as proposed would be inconsistent with the purpose of this Easement.

6. **Grantee's Remedies.** If Grantee determines that Grantor is in violation of the terms of this Easement or that a violation is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this Easement, to restore the portion of the Property so injured. Grantee and Grantor agree to mediate any dispute in a timely manner if the issue of a violation is disputed. If mediation is unsuccessful and Grantor fails to cure the violation within thirty (30) days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fails to begin curing such violation within the thirty (30) day period, or fails to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, *ex parte* as necessary, by temporary, or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Easement or injury to any Conservation Values protected by this Easement, including damages for the loss of scenic, aesthetic, or environmental values, and to require the restoration of the Property to the condition that existed prior to any such injury. Without limiting Grantor's liability therefore, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Property, Grantee may pursue its remedies under this Paragraph without prior notice

to Grantor or without waiting for the period provided for cure to expire. Grantee's rights under this Paragraph apply equally in the event of either actual or threatened violations of the terms of this Easement, and Grantor agrees that Grantee's remedies at law for any violation of the terms of this Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this Paragraph, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this Paragraph shall be cumulative and shall be in addition to all remedies not or hereafter existing at law or in equity. If Grantor prevails in any action to enforce the terms of this Easement, Grantor's costs of suit, including, without limitation, attorneys' fees, shall be borne by Grantee. If Grantee prevails in any action to enforce the terms of this Easement, Grantee's costs of suit, including, without limitation, attorneys' fees, shall be borne by Grantor.

- 6.1 **Grantee's Discretion.** Enforcement of the terms of this Easement shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any right or remedy upon a breach by Grantor shall impair such right or remedy or be construed as a waiver.
- 6.2 **Acts Beyond Grantor's Control.** Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.
7. **Access.** No right of access by the general public to any portion of the Property is conveyed by this Easement.
8. **Costs and Liabilities.** Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of adequate comprehensive general liability insurance coverage. Grantor shall cause the comprehensive general liability policy to include grantee as an additional insured. Grantor shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.
- 8.1 **Taxes.** Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request. Grantee is authorized but in no event obligated to make or advance any payment of taxes,

upon ten (10) days prior written notice to Grantor, in accordance with any bill, statement, or estimate procured from the appropriate authority, without inquiry into the validity of the taxes or the accuracy of the bill, statement, or estimate procured from the appropriate authority, and the obligation created by such payment shall bear interest until paid by Grantor at the lesser of two (2) percentage points over the prime rate of interest from time to time charged by Zion's Bank or the maximum rate allowed by law.

- 8.2 **Hold Harmless.** Grantor shall hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents, and contractors (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands or judgments, including, without limitation, reasonable attorneys' fees arising from or in any connection with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, unless due solely to the negligence of any of the Indemnified Parties; (2) the obligations specified in Paragraphs 8 and 8.1; and (3) the existence or administration of this Easement.
9. **Extinguishment.** Grantee shall not voluntarily or willingly allow the extinguishment of any of the restrictions of this Easement, and if any or all of the restrictions of this Easement are nevertheless extinguished by a judicial or other governmental proceeding, any and all compensation received by Grantee as a result of the extinguishment shall be used by Grantee in a manner consistent with the conservation purposes of this Easement.
- 9.1 **Condemnation.** If the Easement is taken, in whole or in part, by exercise of the power of eminent domain, Grantee shall be entitled to compensation in accordance with applicable law.
- 9.2 **Amendment.** This Easement, including the prohibited uses and reserved rights, may be modified only by mutual written agreement of Grantor and Grantee. No amendment shall be made that will adversely affect the status of this Easement as a qualified conservation easement pursuant to Title 57, Chapter 18 of the Utah Code, nor Grantee's status as a publicly supported, tax-exempt charitable organization qualified under Sections 170(h) and 501(c)(3) of the Internal Revenue Code and applicable laws of the state of Utah. Any such amendment shall be consistent with the stated purposes of this Easement, shall not affect its perpetual duration, and shall not permit any impairment of the significant Conservation Values of the Property. Any such amendment shall be filed in the office of the Summit County Recorder.
10. **Transfer of Easement.** If Grantee determines that it no longer is able to perform its obligations or enforce its rights under this Easement, or that it no longer desires to enforce said rights, or if Grantee ceases to exist, or is otherwise prevented from enforcing its rights under this Easement, or if Grantee no longer qualifies as a qualified organization under Section 170(h) of the Internal Revenue Code of 1954, as amended (or any successor provision then applicable), Grantee may convey its rights and obligations under this Easement only to an organization that is a qualified organization at the time of

transfer under Section 170(h) of the Internal Revenue Code of 1954, as amended (or any successor provision then applicable), and the applicable regulations promulgated thereunder, and authorized to acquire and hold conservation easements under State statute. Grantee shall require that the conservation purposes that this grant is intended to advance continue to be carried out. Grantee is hereby expressly prohibited from subsequently transferring the Easement, under any circumstances and whether or not for consideration, unless:

- a. Grantee, as a condition precedent of the transfer, requires that the conservation purposes which this Easement is intended to advance continue to be carried out;
- b. The transferee is an organization qualifying at the time of transfer as eligible under Paragraph 170(h) of the Internal Revenue Code of 1954, as amended (or any successor provision then applicable) and regulations promulgated thereunder; and
- c. Grantor and/or its successor in interest, at its sole discretion, either selected the transferee or consents in writing to the transfer.

- 11. **Grantor Transfer of Interest.** Grantor agrees to incorporate the terms of this Easement in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least twenty (20) days prior to the date of such transfer. The failure of Grantor to perform any act required by this Paragraph shall not impair the validity of this Easement or limit its enforceability in any way.
- 12. **Estoppel Certificates.** Upon request by Grantor, Grantee shall within twenty (20) days execute and deliver to Grantor any document, including an estoppel certificate, which certifies Grantor's compliance with any obligation of Grantor contained in this Easement and otherwise evidences the status of this Easement as may be requested by Grantor.
- 13. **Notices.** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows (or to such other address as either party from time to time shall designate by written notice to the other):

To Grantee: SUMMIT LAND CONSERVANCY
Attn: Executive Director
Post Office Box 1775
Park City, UT 84060

To Grantor: PARK CITY MUNICIPAL CORPORATION
Attn: City Recorder

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

14. **Recordation.** Grantee shall record this instrument in timely fashion in the official records of Summit County, Utah, and may re-record it at any time as may be required to preserve its rights in this Easement.

15. **General Provisions.**

- a. **Controlling Law.** The laws of the state of Utah shall govern the interpretation and performance of this Easement.
- b. **Liberal Construction.** Any general rule of construction to the contrary notwithstanding this Easement shall be liberally construed in favor of the grant to affect the purpose of this Easement and the policy and purposes of the Utah statutes. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.
- c. **Severability.** If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.
- d. **Entire Agreement.** This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein.
- e. **No Forfeiture.** Nothing contained herein will result in the forfeiture or reversion of Grantor's title in any respect.
- f. **Joint Obligation.** If more than one person or entity is the successor or assign of Grantor, the obligations imposed by this Easement upon Grantor shall be jointly and severally binding on each such person or entity.
- g. **Successors.** The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.

- h. Termination of Rights and Obligations. A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.
- i. Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction of interpretation.
- j. Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

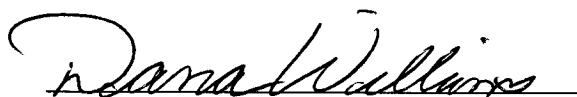
15. Adjustments to Legal Description. The legal description attached as Exhibit A is based on record title and the recorded plats of adjoining subdivisions. The parties elected to forego the expense of a boundary survey at this time. In the event that subsequent surveys determine that the easement encroaches onto land owned by persons other than the Grantor, or that the Grantor owns lands within the generally described boundaries that have been omitted from this legal description, the parties agree to record a modified description as an amendment to this agreement.

TO HAVE AND TO HOLD unto Grantee, its successors, and assigns forever.

IN WITNESS WHEREOF Grantor and Grantee have set their hands on the day and year first above written.

GRANTOR:

PARK CITY MUNICIPAL CORPORATION


Dana Williams, Mayor

Corporate Acknowledgment

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this 15th day of ~~August~~ ^{NOVEMBER}, 2007, before me, the undersigned notary, personally appeared Dana Williams, personally known to me/proved to me through identification document allowed

EXHIBIT A

LEGAL DESCRIPTION

(PARCEL A)

BEGINNING AT A POINT NORTH 89°56'41" WEST 3186.42 FEET FROM THE EAST QUARTER OF SECTION 5, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE ALONG THE CENTER OF SECTION 5 NORTH 89°56'41" WEST 2095.93 FEET; THENCE ALONG THE CENTER OF SECTION 6 NORTH 89°22'53" WEST 1330.98 FEET; THENCE NORTH 0°26'54" WEST 2274.18 FEET; THENCE SOUTH 89°36'48" EAST 90.89 FEET; THENCE MORE OR LESS ALONG THE PROPOSED WETLANDS BOUNDARY THE NEXT 6 COURSES: 1) SOUTH 20°36'02" EAST 224.21 FEET; THENCE 2) SOUTH 58°10'09" EAST 800.00 FEET; THENCE 3) SOUTH 27°12'20" EAST 116.62 FEET; THENCE 4) SOUTH 58°10'09" EAST 100.00 FEET; THENCE 5) SOUTH 89°07'59" EAST 116.62 FEET; THENCE 6) SOUTH 58°10'09" EAST 284.86 FEET; THENCE SOUTH 0°05'58" EAST 41.23 FEET; THENCE SOUTH 89°50'30" EAST 66.65 FEET; THENCE MORE OR LESS ALONG THE PROPOSED WETLANDS BOUNDARY THE NEXT 4 COURSES: 1) SOUTH 58°10'09" EAST 336.62 FEET; THENCE 2) SOUTH 44°25'59" EAST 263.25 FEET; THENCE 3) SOUTH 58°10'09" EAST 80.00 FEET; THENCE 4) NORTH 24°59'17" EAST 251.79 FEET; THENCE ALONG THE PROPOSED HIGHWAY RIGHT-OF-WAY LINE SOUTH 58°10'09" EAST 40.00 FEET; THENCE MORE OR LESS ALONG THE PROPOSED WETLANDS BOUNDARY THE NEXT 4 COURSES: 1) SOUTH 24°59'17" WEST 251.79 FEET; THENCE 2) SOUTH 58°10'09" EAST 130.00 FEET; THENCE 3) SOUTH 83°11'10" EAST 165.53 FEET; THENCE 4) SOUTH 58°10'09" EAST 1229.38 FEET TO THE POINT OF BEGINNING.

LESS RELEASED PROPERTY

BEGINNING AT A POINT ON THE NORTHERLY LINE OF ASPEN SPRINGS RANCH SUBDIVISION PHASE II, AS RECORDED IN THE SUMMIT COUNTY RECORDER'S OFFICE, SAID POINT IS LOCATED SOUTH 89°56'68" WEST 3240.45 FEET FROM THE EAST QUARTER OF SECTION 5, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE ALONG THE NORTHERLY LINE OF ASPEN SPRINGS RANCH SUBDIVISION PHASE II SOUTH 89°56'58" WEST 524.39 FEET; THENCE NORTH 07°30'00" EAST 242.31 FEET; THENCE SOUTH 64°03'09" EAST 548.01 FEET TO THE POINT OF THE BEGINNING.

Summit County Tax Serial No's PCA-18-B-X and PCA-19-B-X

(PARCEL B)

BEGINNING AT THE NORTHEAST CORNER OF SECTION 6, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE ALONG

THE EAST LINE OF SECTION 6 SOUTH 0°05'58" EAST 966.50 FEET; THENCE MORE OR LESS ALONG THE NORTHEASTERLY LINE OF THE PROPOSED HIGHWAY RIGHT OF WAY THE NEXT 3 COURSES: 1) NORTH 58°10'09" WEST 91.67 FEET; THENCE 2) NORTH 57°12'52" WEST 300.04 FEET; THENCE 3) NORTH 58°10'09" WEST 686.12 FEET; THENCE SOUTH 89°36'48" EAST 167.33 FEET; THENCE NORTH 0°26'54" WEST 400.00 FEET; THENCE ALONG THE NORTH LINE OF SECTION 6 SOUTH 89°36'48" EAST 747.21 FEET TO THE POINT OF THE BEGINNING.

Summit County Tax Serial No's PCA-19-A-X

(PARCEL C)

BEGINNING AT A POINT SOUTH 0°05'58" EAST 1373.00 FEET ALONG THE SECTION LINE AND SOUTH 89°50'30" EAST 657.05 FEET FROM THE NORTHEAST CORNER OF SECTION 6, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 89°50'30" EAST 1988.16 FEET; THENCE SOUTH 0°07'45" WEST 1103.61 FEET; THENCE NORTH 89°56'41" WEST 212.09 FEET; THENCE MORE OR LESS ALONG THE NORTHEASTERLY LINE OF PROPOSED HIGHWAY RIGHT OF WAY THE NEXT 5 COURSES: 1) NORTH 52°39'58" WEST 55.16 FEET; THENCE 2) NORTH 51°05'32" WEST 92.85 FEET; THENCE 3) NORTH 58°10'09" WEST 110.50 FEET; THENCE 4) NORTH 61°01'54" WEST 200.25 FEET; THENCE 5) NORTH 58°10'09" WEST 1634.15 FEET TO THE POINT OF THE BEGINNING.

EXCEPTING THEREFROM THE FOLLOWING PARCEL (DAIRY PARCEL):

BEGINNING AT A POINT SOUTH 0°05'58" EAST 1373.00 FEET ALONG THE SECTION LINE AND SOUTH 89°50'30" EAST 657.05 FEET FROM THE NORTHEAST CORNER OF SECTION 6, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 89°50'30" EAST 209.29 FEET; THENCE SOUTH 64°10'42" EAST 860.75 FEET; THENCE SOUTH 58°10'09" EAST 200.00 FEET; THENCE SOUTH 64°10'42" EAST 860.75 FEET; THENCE SOUTH 58°10'09" EAST 200.00 FEET; THENCE SOUTH 31°36'15" EAST 447.21 FEET; THENCE MORE OR LESS ALONG THE NORTHEASTERLY LINE OF THE PROPOSED HIGHWAY RIGHT OF WAY NORTH 58°10'09" WEST 1634.15 FEET TO THE POINT OF THE BEGINNING.

Summit County Tax Serial No's PCA-18-A-X

(PARCEL D)

BEGINNING AT A POINT SOUTH 0°05'58" EAST 1373.00 FEET ALONG THE SECTION LINE AND SOUTH 89°50'30" EAST 657.05 FEET FROM THE NORTHEAST CORNER OF SECTION 6, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 89°50'30" EAST 209.29 FEET; THENCE SOUTH 64°10'42" EAST 860.75 FEET; THENCE SOUTH 58°10'09" EAST 200.00 FEET; THENCE SOUTH 31°36'15" EAST 477.21 FEET; THENCE MORE OR LESS ALONG THE

NORTHEASTERLY LINE OF THE PROPOSED HIGHWAY RIGHT OF WAY NORTH
58°10'09" WEST 1634.15 FEET TO THE POINT OF THE BEGINNING.

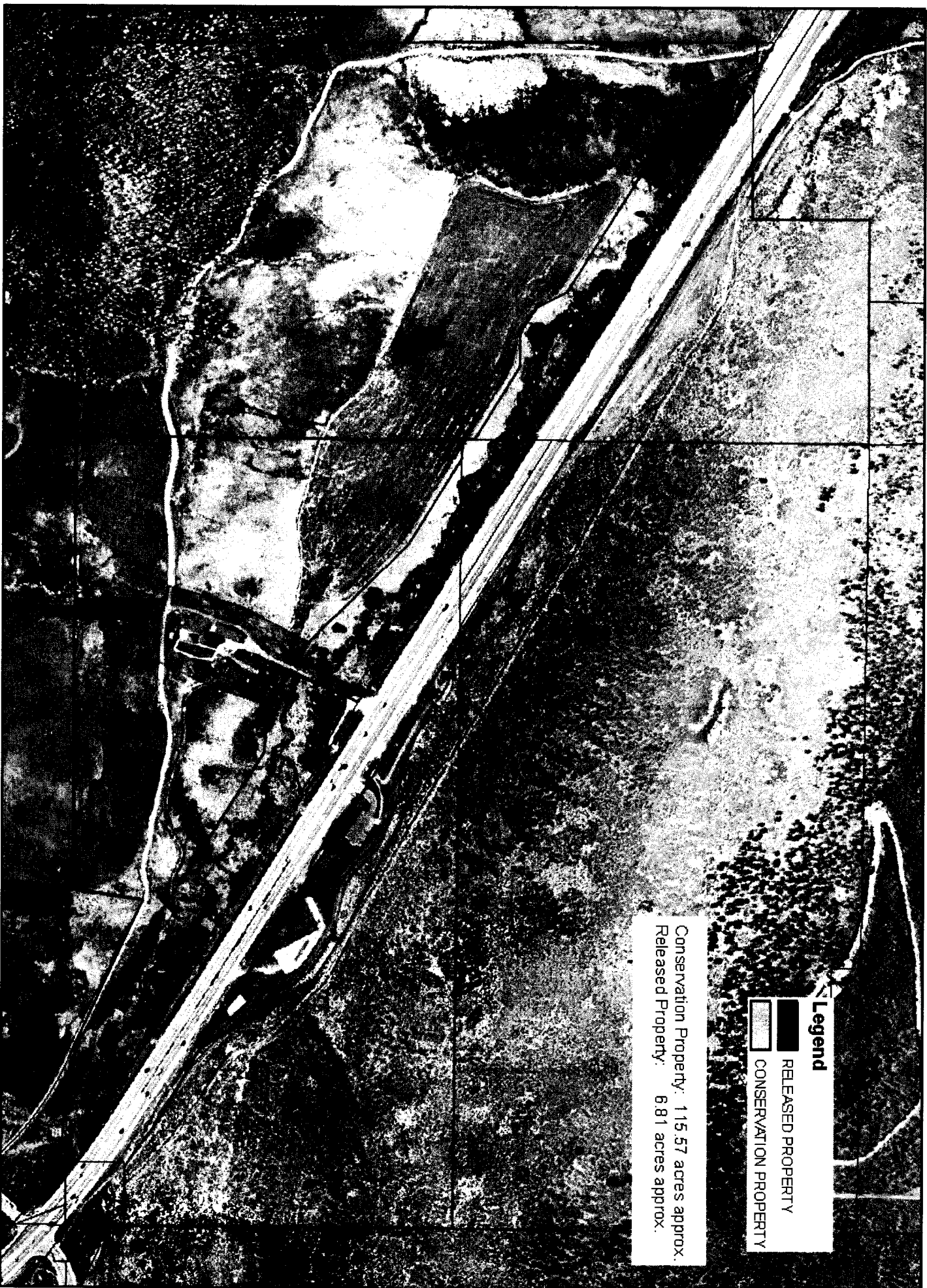
Summit County Tax Serial No's PCA-18-C-X

ADDRESSES:

(PARCEL A)
3000 NORTH HIGHWAY 224
PARK CITY, UTAH 84060

(PARCEL D)
3040 NORTH HIGHWAY 224
PARK CITY, UTAH 84060

Exhibit B- Released Property Map



THE FARM - Conservation Easement

Council Agenda Item Report

Meeting Date: July 19, 2018

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Staff Report

Agenda Section: WORK SESSION

Subject:

4:00 p.m. - BREAK

Suggested Action:

Attachments:

Council Agenda Item Report

Meeting Date: July 19, 2018

Submitted by: Nate Rockwood

Submitting Department: Budget, Debt & Grants

Item Type: Work Session

Agenda Section: WORK SESSION

Subject:

4:15 p.m. - Discuss Potential 2018 Treasure Hill & Armstrong General Obligation Open Space Bonds

Suggested Action:

Discuss the possibility and financial impacts of a joint open space bond

Attachments:

[Treasure Hill and Armstrong Open Space Bonds Staff Report](#)



City Council Study Session Report

Subject: 2018 Treasure Hill & Armstrong GO Open Space Bonds
Author: Nate Rockwood – Capital Budget, Debt & Grants Manager
Department: Budget, Debt, & Grants
Date: July 19, 2018
Type of Item: Informational

Summary Recommendation

City Council should review and consider the proposed options and the financial implications of combining a \$50.7 million Treasure Hill Open Space GO (General Obligation) bond and with a potential \$3 million Armstrong II (Snow Ranch Pastures) Open Space contribution.

Executive Summary

The following report details two bond scenarios:

- 1) for a \$53.7 million Treasure Hill/Armstrong Open Space Bond which for the average primary resident assessed value of \$799,214 would \$220 annually or \$399 for a non-primary property. This is based on the new 2018 tax base and the estimated 2019 base and bond interest rate.
- 2) for \$50.7 million Treasure Hill/Armstrong Open Space Bond, with the dedication of all previously allocated Additional Resort Communities Sales Tax towards the total purchase of the properties. The second scenario of \$50.7M shows an estimated annual property tax rate increase, for the average primary resident assessed value of \$799,214 at \$206 annually or \$375 for a non-primary property. This is based on the new 2018 tax base and the estimated 2019 base and bond interest rate.

Background

On June 21, 2018, City Council adopted the 2019 budget. A significant portion of the budget discussions was focused on setting an initial figure for the ballot initiative portion of the \$64 million Treasure Hill Open Space acquisition. The City Council adopted the budget with a potential GO ballot amount of \$50.7 million with the remaining \$13.3 to be funded through additional resort community sales tax revenue bonds.

On July 12, 2018, Utah Open Lands presented City Council with a potential open space preservation plan of 19 acres of land owned by the Armstrongs located near Thaynes Canyon Drive. The total cost of the Armstrong open space acquisition and preservation easements is \$6 million, with the request that the City matches contributions up to \$3 million. The City would receive dedicated open space land for the contribution and additional conservation easements in partnership with Utah Open Lands.

Option for the Treasure Hill Bond were discussed during the budget hearing in May and June. The targeted amount discussed for the GO property tax initiative portion of the bond was between \$55 and \$50 million. By deferring and delaying planned capital projects in the 5-year Capital Improvement Plan (CIP) the City was able to free up revenue and debt capacity from the Additional Resort Communities Sales Tax (ARCST) to fund the remaining \$13.3 million. When the ARCST 10-year plan was originally approved, it included \$15 million in anticipated sales revenue debt for open space acquisitions. This debt capacity was factored in in the first five years of the 10-year plan and has sometime been managed by the Citizens Open Space Advisory Board (COSAC). Bonds were issued from the ARCST to purchase Stoneridge and Clark Ranch open space and \$1.5 has been dedicated to the Treasure Hill open space acquisition. This leaves \$3M remaining in debt capacity, which remains within Council policy not to exceed 65% of the annual ARCST towards debt service payments. This policy is important to protect the City from defaulting on debt service payments related to the ARCST in the case of a significant long term economic downturn.

All estimated figures during the budget hearing and Treasure Hill bond discussions to date have been based on the 2017 tax year taxable base. On June 22, 2018, the 2018 property tax rate was certified based on the 2018 total assessed value and 2018 taxable base. In addition, the City has been working with Zions Public Finance as the City's Municipal Advisors (MA) to estimate potential bond structure and estimated rates if the ballot initiative were to pass in November and the bonds were sold in March 2019. All estimated figures going forward will be based on these rate estimates and the 2018 property tax values and estimated taxable values in tax year 2019. It is important to note that these are estimates based on the most current information and that property assessed values and bond market values can vary greatly with the economy. Bonds are sold on the open market and are susceptible to all market fluctuations which may occur between now and when the bonds are sold. The first debt payment would not be included on property tax bills until tax year 2019.

Analysis

The following analysis details potential bond scenarios which include the Treasure Hill Open Space GO bond with an additional \$3 million for the Armstrong Open Space Bonds. As stated above, these figures are based on the newly certified 2018 property tax base and the estimated base and bond rates for 2019.

The following table details a Treasure Hill & Armstrong Open Space GO bond of \$53.7 million:

<i>General Obligation Bonds (GO) \$53.7 Million</i>		
Bond Amount:	\$	53,700,000
Estimated Annual Debt Service:	\$	4,607,535
Rate Needed:		0.000500
Property Tax Increase (City)		25.8%
Amount per \$100,000 of Taxable Value	\$	50
<i>Example of Tax on Average Primary Residence \$799,214</i>		
Home Assessed Value	\$	799,214
Taxable Value (Primary 55%)	\$	439,568
Current Property Tax (City)	\$	850
PT with Increase	\$	1,070
Total Difference (New Tax for Bond)	\$	220
<i>Tax on Business or Second Residence of the same size - \$799,214</i>		
Assessed Value	\$	799,214
Taxable Value (Primary 55%)	\$	799,214
Current Property Tax (City)	\$	1,546
PT with Increase	\$	1,945
Total Difference (New Tax for Bond)	\$	399

City Council may also decide to allocate the remaining ARCST open space debt capacity towards the open space acquisition of Treasure Hill and Armstrong. This would result in a larger sales tax revenue bond than what was anticipated in the adopted budget but is in line with the initial 10 year ARCST plan. The additional \$3 million could be included in the 2019 sales revenue bond and remain below the 65% threshold. **This would exhaust all open space funds allocated as part of the part of the 10-year funding plan.** The Armstrong and the Treasure Hill property open space acquisitions are both strongly supported by COSAC.

The following table details a Treasure Hill & Armstrong Open Space GO bond of \$50.7 million:

General Obligation Bonds (GO) \$50.7 Million		
Bond Amount:	\$	50,700,000
Estimated Annual Debt Service:	\$	4,350,131
Rate Needed:		0.000469
Property Tax Increase (City)		24.3%
Amount per \$100,000 of Taxable Value	\$	47
Example of Tax on Average Primary Residence \$799,214		
Home Assessed Value	\$	799,214
Taxable Value (Primary 55%)	\$	439,568
Current Property Tax (City)	\$	850
PT with Increase	\$	1,056
Total Difference (New Tax for Bond)	\$	206
Tax on Business or Second Residence of the same size - \$799,214		
Assessed Value	\$	799,214
Taxable Value (Primary 55%)	\$	799,214
Current Property Tax (City)	\$	1,546
PT with Increase	\$	1,921
Total Difference (New Tax for Bond)	\$	375

The City has long supported open space acquisitions throughout the community and the surrounding Summit and Wasatch counties. Open space acquisitions have been key to maintaining the natural feel of Park City and controlling development sprawl. Key open space include property in all of park city communities such as, Round Valley, Clark Ranch, 248 and 224 corridors, McPolin Barn, Bonanza Flat and the Sommer hillside. Combining the proposed open space bond to include Treasure Hill and Armstrong continues the tradition of protecting land in all areas of the community.

Including the Armstrong in the GO ballot initiative further strengthens the protection of the land as open space. The ballot initiative and bond resolution for open space always included the language that the purpose of the bonds are to “acquire, improve and forever preserve as open space, park and recreational land”. If approved by a ballot initiative these bonds, along with preservation easements, are the strongest land preservation assurances that exist.

Department Review

This report has been reviewed by the City Attorney’s Office and the City Manager’s Office.

Council Agenda Item Report

Meeting Date: July 19, 2018

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Staff Report

Agenda Section: WORK SESSION

Subject:

5:00 p.m. - Social Equity Follow Up: Listening Tour

Suggested Action:

Attachments:

Council Agenda Item Report

Meeting Date: July 19, 2018

Submitted by: Jonathan Weidenhamer

Submitting Department: Sustainability

Item Type: Work Session

Agenda Section: WORK SESSION

Subject:

5:15 p.m. - 2018 Sundance Film Festival Economic Impact Presentation

Suggested Action:

Each year, as part of the Sundance Film Festival debrief process, the Sundance Institute presents the results of their annual economic impact study. The study is done by a third party. The Sundance Institute will be available to respond to any questions that City Council may have.

Attachments:

Council Agenda Item Report

Meeting Date: July 19, 2018

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Staff Report

Agenda Section: WORK SESSION

Subject:

5:45 p.m. - BREAK

Suggested Action:

Attachments:

Council Agenda Item Report

Meeting Date: July 19, 2018

Submitted by: Todd Andersen

Submitting Department: Budget, Debt & Grants

Item Type: Staff Report

Agenda Section: COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Subject:

Fourth Quarter Budget Report FY2018

Suggested Action:

The attachments within this report consist of Monthly Expenditure and Revenue Reports detailed by Fund and Major Object Type. The format of these reports follows the audit procedure from the State Compliance Audit Guide, the Utah statute and sample summary reports found in the Utah Uniform Accounting Manual. These summary reports should be prepared and reviewed by Council Quarterly for all funds.

Attachments:

[Budget Monitoring Memo](#)

[Expenditure Report - Fourth Quarter FY 2018](#)

[Revenue Report - Fourth Quarter FY 2018](#)

MEMO



To: City Council
From: Budget, Debt, & Grants Department
Date: July 10, 2018
Subject: Quarterly Budget Reporting

Budget, Debt, & Grants

445 Marsac Ave.
P.O. Box 1480
Park City, UT 84060
Tel 435.615.5192
www.parkcity.org

State Compliance Monthly Budget Reporting

The attachments within this report consist of Monthly Expenditure and Revenue Reports detailed by Fund and Major Object Type. The format of these reports follows the audit procedure from the State Compliance Audit Guide, the Utah statute and sample summary reports found in the Utah Uniform Accounting Manual. These summary reports should be prepared and reviewed by Council Quarterly for all funds.

Notable Observations:

- 96% of the Personnel budget for the general fund has been spent, which means that personnel expenditures are on track for FY 2018.
- 78% of the General Fund Materials budget has been spent so far, which means materials have been underspent so far in FY 2018.
- 92% of the total General Fund budget has been spent. Spending is on track for closing out the Fiscal Year.
- Expenditures, excluding personnel expenses, will continue to roll in for FY 2018 over the next couple of months. An update for what the final picture is for FY 2018 will be provided with the FY19 Q1 update.

Attachment A: Expenditure Summary by Object and Type

Attachment B: Revenue Summary by Object and Type

Expenditures by Object Type Q4 FY2018

July 10, 2018

Object Type	Actuals FY 2016	Actuals FY 2017	YTD Actual FY 2018	Annual Budget FY 2018	Adjusted Budget FY 2018	Remaining Budget FY 2018
011 GENERAL FUND						
01 PERSONNEL SERVICES	19,716,225	21,202,442	21,388,962	21,464,873	22,230,137	841,176
02 MATERIALS, SUPPLIES AND SERVICES	1,080,523	1,127,179	996,747	1,290,523	1,270,523	273,776
03 UTILITIES	1,428,903	1,446,258	1,430,103	1,484,819	1,484,819	54,716
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC	2,075,588	1,901,002	2,684,253	3,302,512	3,859,830	1,175,577
05 PARTS/MAINTENANCE SUPPLIES	800,669	992,267	864,812	1,074,371	1,074,371	209,559
06 SPECIAL SERV CONTRACT/MISC CHARGES	961,858	972,346	900,572	985,400	985,400	84,828
07 CAPITAL OUTLAY	95,318	283,095	172,219	388,140	388,140	215,921
09 INTERFUND TRANSFER	13,144,736	13,829,567	5,542,549	15,519,217	16,956,737	11,414,188
Total 011 GENERAL FUND	39,303,819	41,754,156	33,980,217	45,509,855	48,249,957	14,269,740
012 QUINNS RECREATION COMPLEX						
01 PERSONNEL SERVICES	723,031	777,025	803,618	887,134	833,732	30,114
02 MATERIALS, SUPPLIES AND SERVICES	49,916	55,247	64,760	60,770	60,770	-3,990
03 UTILITIES	150,026	156,878	138,076	157,100	157,100	19,024
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC	48,617	78,772	50,664	72,070	72,070	21,406
05 PARTS/MAINTENANCE SUPPLIES	85,106	54,725	42,621	46,275	46,275	3,655
06 SPECIAL SERV CONTRACT/MISC CHARGES	12,182	15,104	18,799	15,000	15,000	-3,799
07 CAPITAL OUTLAY	2,085	2,048	410	6,000	6,000	5,590
09 INTERFUND TRANSFER	-3,814,171	-4,129,592		-4,737,173	-4,483,539	-4,483,539
Total 012 QUINNS RECREATION COMPLEX	-2,743,207	-2,989,793	1,118,947	-3,492,824	-3,292,592	-4,411,539
021 POLICE SPECIAL REVENUE FUND						
07 CAPITAL OUTLAY					34,404	34,404
09 INTERFUND TRANSFER	32,254	33,604				
Total 021 POLICE SPECIAL REVENUE FUND	32,254	33,604			34,404	34,404
022 CRIMINAL FORFEITURE RESTRICTED ACCOUNT						
07 CAPITAL OUTLAY	4,867		25,851		49,071	23,220
09 INTERFUND TRANSFER	16,386	26,071				
Total 022 CRIMINAL FORFEITURE RESTRICTED ACCOUNT	21,253	26,071	25,851		49,071	23,220
023 LOWER PARK AVE RDA SPECIAL REVENUE FUND						
01 PERSONNEL SERVICES	22,393	41,082	22,642	57,987	57,987	35,345
02 MATERIALS, SUPPLIES AND SERVICES	10,200	11,200	11,950	20,000	20,000	8,050
03 UTILITIES	11,014	10,006	7,766	12,000	12,000	4,234

Expenditures by Object Type Q4 FY2018

July 10, 2018

Object Type	Actuals FY 2016	Actuals FY 2017	YTD Actual FY 2018	Annual Budget FY 2018	Adjusted Budget FY 2018	Remaining Budget FY 2018
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC	112,863	57,780	24,140	150,000	150,000	125,860
06 SPECIAL SERV CONTRACT/MISC CHARGES	485,451	456,142	528,668	568,000	568,000	39,332
09 INTERFUND TRANSFER	1,895,172	1,963,479	1,641,125	1,857,358	1,928,159	287,034
Total 023 LOWER PARK AVE RDA SPECIAL REVENUE FUND	2,537,094	2,539,689	2,236,292	2,665,345	2,736,146	499,855
024 MAIN STREET RDA SPECIAL REVENUE FUND						
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC	33,264	12,309	4,710	80,000	80,000	75,290
06 SPECIAL SERV CONTRACT/MISC CHARGES	276,082	276,177	262,566	405,000	405,000	142,434
09 INTERFUND TRANSFER	1,012,447	1,212,052	752,000	1,022,447	1,217,052	465,052
Total 024 MAIN STREET RDA SPECIAL REVENUE FUND	1,321,793	1,500,538	1,019,276	1,507,447	1,702,052	682,776
031 CAPITAL IMPROVEMENT FUND						
01 PERSONNEL SERVICES	65,879	68,537	46,335			-46,335
07 CAPITAL OUTLAY	8,827,413	48,658,602	34,439,502	10,432,890	83,003,012	48,563,510
09 INTERFUND TRANSFER	38,219,621	32,428,411	3,352,716	41,105,244	72,733,079	69,380,363
Total 031 CAPITAL IMPROVEMENT FUND	47,112,913	81,155,550	37,838,554	51,538,134	155,736,091	117,897,538
033 REDEVELOPMENT AGENCY-LOWER PRK						
01 PERSONNEL SERVICES	7,727	2,624	30,841		-26,000	-56,841
07 CAPITAL OUTLAY	1,847,149	1,658,650	3,280,379	1,296,000	5,911,718	2,631,339
09 INTERFUND TRANSFER	1,070,751	738,741	772,777	11,372,129	21,391,965	20,619,188
Total 033 REDEVELOPMENT AGENCY-LOWER PRK	2,925,627	2,400,015	4,083,997	12,668,129	27,277,683	23,193,686
034 REDEVELOPMENT AGENCY-MAIN ST						
07 CAPITAL OUTLAY	47,541		12,309	450,000	620,062	607,753
09 INTERFUND TRANSFER	2,054,115	2,015,089	742,038	1,408,080	1,486,001	743,963
Total 034 REDEVELOPMENT AGENCY-MAIN ST	2,101,656	2,015,089	754,347	1,858,080	2,106,063	1,351,716
035 BUILDING AUTHORITY						
07 CAPITAL OUTLAY	8,011	34,056	1,430		1,430	0
09 INTERFUND TRANSFER	454,087	424,783		419,900	423,484	423,484
Total 035 BUILDING AUTHORITY	462,098	458,839	1,430	419,900	424,914	423,484
038 EQUIPMENT REPLACEMENT CIP						
07 CAPITAL OUTLAY	1,250,276	1,421,831	481,062	1,228,700	2,196,425	1,715,362
09 INTERFUND TRANSFER	1,626,711	1,352,711		100,855	1,202,711	1,202,711
Total 038 EQUIPMENT REPLACEMENT CIP	2,876,987	2,774,542	481,062	1,329,555	3,399,136	2,918,073

Expenditures by Object Type Q4 FY2018

July 10, 2018

Object Type	Actuals FY 2016	Actuals FY 2017	YTD Actual FY 2018	Annual Budget FY 2018	Adjusted Budget FY 2018	Remaining Budget FY 2018
051 WATER FUND						
01 PERSONNEL SERVICES	2,515,881	2,687,654	2,870,966	3,024,995	3,095,752	224,786
02 MATERIALS, SUPPLIES AND SERVICES	254,900	296,663	184,454	294,927	294,927	110,473
03 UTILITIES	975,108	977,391	852,119	1,301,199	1,301,199	449,080
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC	935,079	952,883	775,561	1,132,440	1,132,440	356,879
05 PARTS/MAINTENANCE SUPPLIES	645,810	752,213	797,032	849,980	849,980	52,948
06 SPECIAL SERV CONTRACT/MISC CHARGES	32,842	46,602	56,692	42,000	42,000	-14,692
07 CAPITAL OUTLAY	6,919,868	8,282,947	9,477,719	16,690,980	25,731,799	16,254,080
08 DEBT SERVICE	4,503,481	4,501,047	4,456,285	4,516,154	4,516,154	59,870
09 INTERFUND TRANSFER	8,894,721	7,543,319	1,665,427	6,496,026	9,044,185	7,378,758
Total 051 WATER FUND	25,677,688	26,040,720	21,136,253	34,348,701	46,008,436	24,872,182
052 STORM WATER FUND						
01 PERSONNEL SERVICES		539,043	613,843	670,594	665,829	51,985
02 MATERIALS, SUPPLIES AND SERVICES		29,478	26,091	60,000	60,000	33,909
03 UTILITIES		18,799	12,305	27,100	27,100	14,795
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC		76,063	80,073	157,000	157,000	76,927
05 PARTS/MAINTENANCE SUPPLIES		31,840	15,740	51,300	51,300	35,560
06 SPECIAL SERV CONTRACT/MISC CHARGES			18			-18
07 CAPITAL OUTLAY		33,094	500	14,500	14,500	14,000
09 INTERFUND TRANSFER		251,433	79,000	314,383	450,704	371,704
Total 052 STORM WATER FUND		979,750	827,570	1,294,877	1,426,433	598,863
055 GOLF COURSE FUND						
01 PERSONNEL SERVICES	691,471	740,673	791,314	907,519	845,529	54,215
02 MATERIALS, SUPPLIES AND SERVICES	66,487	74,360	66,332	74,900	74,900	8,568
03 UTILITIES	53,740	57,782	47,639	58,387	58,387	10,748
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC	72,094	70,504	73,488	93,942	93,942	20,454
05 PARTS/MAINTENANCE SUPPLIES	236,701	196,704	193,501	240,800	240,800	47,299
06 SPECIAL SERV CONTRACT/MISC CHARGES	26,020	27,288	24,448	30,500	30,500	6,052
07 CAPITAL OUTLAY	34,349	255,845	160,401	117,215	315,173	154,772
08 DEBT SERVICE	27,060	8,094	34,188	32,377	32,377	-1,811
09 INTERFUND TRANSFER	1,442,311	1,373,577	128,511	913,566	1,348,299	1,219,788
Total 055 GOLF COURSE FUND	2,650,234	2,804,828	1,519,821	2,469,206	3,039,907	1,520,086

Expenditures by Object Type Q4 FY2018

July 10, 2018

Object Type	Actuals FY 2016	Actuals FY 2017	YTD Actual FY 2018	Annual Budget FY 2018	Adjusted Budget FY 2018	Remaining Budget FY 2018
057 TRANSPORTATION & PARKING FUND						
01 PERSONNEL SERVICES	5,880,917	6,418,646	8,325,876	9,012,206	9,209,767	883,891
02 MATERIALS, SUPPLIES AND SERVICES	366,326	399,158	499,932	321,000	321,000	-178,932
03 UTILITIES	135,146	153,819	265,414	171,744	171,744	-93,670
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC	875,308	974,144	1,537,018	1,087,738	1,237,738	-299,280
05 PARTS/MAINTENANCE SUPPLIES	12,067	31,167	34,445	19,700	19,700	-14,745
06 SPECIAL SERV CONTRACT/MISC CHARGES	78,358	81,263	84,077	40,000	40,000	-44,077
07 CAPITAL OUTLAY	1,117,219	16,332,826	9,978,629	8,811,399	28,159,124	18,180,495
09 INTERFUND TRANSFER	21,920,167	22,016,989	2,870,800	2,972,115	19,476,618	16,605,818
Total 057 TRANSPORTATION & PARKING FUND	30,385,507	46,408,012	23,596,191	22,435,902	58,635,691	35,039,500
062 FLEET SERVICES FUND						
01 PERSONNEL SERVICES	891,897	977,316	990,908	964,546	993,186	2,278
02 MATERIALS, SUPPLIES AND SERVICES	74,426	78,954	64,268	77,100	73,500	9,232
03 UTILITIES	765,670	749,784	865,275	792,900	827,600	-37,675
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC	6,557	3,573	2,667	4,200	3,200	533
05 PARTS/MAINTENANCE SUPPLIES	724,894	689,314	620,451	713,420	647,230	26,779
07 CAPITAL OUTLAY	6,116	720		10,000	10,000	10,000
09 INTERFUND TRANSFER	1,123,856	1,196,395		1,070,570	1,206,679	1,206,679
Total 062 FLEET SERVICES FUND	3,593,417	3,696,056	2,543,570	3,632,736	3,761,395	1,217,826
064 SELF INSURANCE FUND						
02 MATERIALS, SUPPLIES AND SERVICES	31,433	36,341	29,358	50,500	50,500	21,142
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC	218,015	449,027	139,197	536,000	886,000	746,803
06 SPECIAL SERV CONTRACT/MISC CHARGES	640,392	650,981	607,536	710,000	710,000	102,464
09 INTERFUND TRANSFER	968,274	793,923		47,827	307,979	307,979
Total 064 SELF INSURANCE FUND	1,858,115	1,930,271	776,091	1,344,327	1,954,479	1,178,388
070 SALES TAX REV BOND - DEBT SVS FUND						
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC			223,553		223,553	0
08 DEBT SERVICE	2,592,290	2,255,381	5,031,081	2,266,613	5,041,356	10,275
09 INTERFUND TRANSFER	6,558,375	2,866,625	30,203,248	2,362,332	37,394,248	7,191,000
Total 070 SALES TAX REV BOND - DEBT SVS FUND	9,150,665	5,122,006	35,457,882	4,628,945	42,659,157	7,201,275
071 DEBT SERVICE FUND						
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC		155,239				

Expenditures by Object Type Q4 FY2018

July 10, 2018

Object Type	Actuals FY 2016	Actuals FY 2017	YTD Actual FY 2018	Annual Budget FY 2018	Adjusted Budget FY 2018	Remaining Budget FY 2018
08 DEBT SERVICE	4,214,543	4,210,345	6,419,934	6,439,235	6,439,235	19,301
09 INTERFUND TRANSFER	574,778	28,352,049		678,567	694,322	694,322
Total 071 DEBT SERVICE FUND	4,789,321	32,717,633	6,419,934	7,117,802	7,133,557	713,623
TOTAL	174,057,232	251,367,577	173,817,283	191,276,118	403,041,980	229,224,697

Revenues by Revenue Type Q4 FY2018

July 9, 2018

Revenue Type	Actuals FY 2016	Actuals FY 2017	YTD Actual FY 2018	Annual Budget FY 2018	Adjusted Budget FY 2018	Remaining Budget FY 2018
011 GENERAL FUND						
Property Taxes	11,108,571	10,733,553	10,511,069	11,490,035	10,750,755	239,686
Sales Tax	7,437,258	9,863,502	12,534,510	11,057,445	13,595,000	1,060,490
Franchise Tax	3,185,820	3,194,392	2,864,869	3,351,000	3,258,000	393,131
Licenses	456,599	341,390	431,744	504,000	503,000	71,256
Planning Building & Engineering Fees	1,873,987	2,023,651	2,903,816	2,400,000	2,824,000	-79,816
Special Event Fees	133,288	100,320	57,732	133,200	109,000	51,268
Federal Revenue	64,321	37,713	6,250	33,000	63,000	56,750
State Revenue	66,806	81,180	65,019	103,000	91,000	25,981
County/SP District Revenue		50,000	17,000	2,000	21,000	4,000
Cemetery Charges for Services	21,937	31,018	26,083	23,400	36,000	9,917
Recreation	1,982,640	1,948,698	1,853,944	2,090,000	2,008,000	154,056
Other Service Revenue	90,239	69,426	54,237	90,000	81,000	26,763
Library Fines & Fees	21,407	32,249	25,641	10,000	27,000	1,359
Misc. Revenues	307,055	391,403	609,175	292,100	729,237	120,062
Interfund Transactions (Admin)	2,256,360	2,397,547	2,577,182	2,577,182	2,577,182	
Special Revenues & Resources	42,428	60,384	100,939	71,200	18,000	-82,939
Beginning Balance	10,255,105	10,522,730	11,558,783	11,282,293	11,558,783	
Total 011 GENERAL FUND	39,303,819	41,879,156	46,197,993	45,509,855	48,249,957	2,051,964
012 QUINNS RECREATION COMPLEX						
Recreation	2,826	5,330	4,453	4,500	3,000	-1,453
Ice	749,880	818,339	787,942	750,000	834,000	46,058
Misc. Revenues	1,131	-109	-280			280
Special Revenues & Resources		819				
Beginning Balance	-3,497,044	-3,814,171	-4,129,592	-4,247,324	-4,129,592	
Total 012 QUINNS RECREATION COMPLEX	-2,743,207	-2,989,793	-3,337,477	-3,492,824	-3,292,592	44,885
021 POLICE SPECIAL REVENUE FUND						
State Revenue	2,310	1,350	800		800	
Beginning Balance	29,944	32,254	33,604		33,604	
Total 021 POLICE SPECIAL REVENUE FUND	32,254	33,604	34,404		34,404	
022 CRIMINAL FORFEITURE RESTRICTED ACCOUNT						
State Revenue	3,996	9,685	22,948		23,000	52

Revenues by Revenue Type Q4 FY2018

July 9, 2018

Revenue Type	Actuals FY 2016	Actuals FY 2017	YTD Actual FY 2018	Annual Budget FY 2018	Adjusted Budget FY 2018	Remaining Budget FY 2018
Beginning Balance	17,257	16,386	26,071		26,071	
Total 022 CRIMINAL FORFEITURE RESTRICTED ACCOUNT	21,253	26,071	49,019		49,071	52
023 LOWER PARK AVE RDA SPECIAL REVENUE FUND						
Property Taxes	2,399,605	2,279,414	2,755,472	2,413,792	2,413,792	-341,680
Misc. Revenues	3,962	6,228				
Beginning Balance	133,527	254,047	322,354	251,553	322,354	
Total 023 LOWER PARK AVE RDA SPECIAL REVENUE FUND	2,537,094	2,539,689	3,077,826	2,665,345	2,736,146	-341,680
024 MAIN STREET RDA SPECIAL REVENUE FUND						
Property Taxes	1,259,760	1,234,273	1,268,882	1,242,000	1,242,000	-26,882
Misc. Revenues	2,395	5,819				
Beginning Balance	59,638	260,447	460,052	265,447	460,052	
Total 024 MAIN STREET RDA SPECIAL REVENUE FUND	1,321,793	1,500,539	1,728,934	1,507,447	1,702,052	-26,882
031 CAPITAL IMPROVEMENT FUND						
Sales Tax	8,897,706	8,010,452	5,856,084	7,150,207	6,200,000	343,916
Planning Building & Engineering Fees	425,365	308,787	432,381	1,165,000	355,000	-77,381
Federal Revenue	1,044	11,140	1,044			-1,044
State Revenue	285,873	520,721	356,612	360,000	360,000	3,388
County/SP District Revenue	50,000	637,316	1,520,580	50,000	1,590,000	69,420
Misc. Revenues	509,139	2,837,006	3,789,524	230,000	1,911,500	-1,878,024
Interfund Transactions (CIP/Debt)	3,715,347	28,171,029	33,203,271		33,203,271	
Special Revenues & Resources	278,416	3,737,067	621,268	302,500	455,000	-166,268
Bond Proceeds				7,000,000	32,022,546	32,022,546
Beginning Balance	32,950,023	36,922,033	31,142,544	35,280,427	79,638,775	48,496,231
Total 031 CAPITAL IMPROVEMENT FUND	47,112,913	81,155,551	76,923,308	51,538,134	155,736,092	78,812,784
033 REDEVELOPMENT AGENCY-LOWER PRK						
Misc. Revenues	728,943	12,139	1,981,900	10,965,551	1,981,900	0
Interfund Transactions (CIP/Debt)	1,641,125	1,641,125	1,641,125	1,641,125	1,641,125	
Beginning Balance	555,559	746,751	738,741	61,453	23,654,658	22,915,917
Total 033 REDEVELOPMENT AGENCY-LOWER PRK	2,925,627	2,400,015	4,361,766	12,668,129	27,277,683	22,915,917
034 REDEVELOPMENT AGENCY-MAIN ST						
Misc. Revenues	9,067	12,859				
Interfund Transactions (CIP/Debt)	752,000	752,000	752,000	752,000	752,000	

Revenues by Revenue Type Q4 FY2018

July 9, 2018

Revenue Type	Actuals FY 2016	Actuals FY 2017	YTD Actual FY 2018	Annual Budget FY 2018	Adjusted Budget FY 2018	Remaining Budget FY 2018
Beginning Balance	1,340,589	1,250,230	1,209,001	1,106,080	1,354,063	145,062
Total 034 REDEVELOPMENT AGENCY-MAIN ST	2,101,656	2,015,089	1,961,001	1,858,080	2,106,063	145,062
035 BUILDING AUTHORITY						
Misc. Revenues	3,187	4,752				
Beginning Balance	458,911	454,087	424,783	419,900	424,914	131
Total 035 BUILDING AUTHORITY	462,098	458,839	424,783	419,900	424,914	131
038 EQUIPMENT REPLACEMENT CIP						
Misc. Revenues	33,825	124,131	80,989			-80,989
Interfund Transactions (CIP/Debt)	1,011,000	1,023,700	1,073,700	1,073,700	1,073,700	
Beginning Balance	1,832,162	1,626,711	1,352,711	255,855	2,325,436	972,725
Total 038 EQUIPMENT REPLACEMENT CIP	2,876,987	2,774,542	2,507,400	1,329,555	3,399,136	891,736
051 WATER FUND						
Planning Building & Engineering Fees	1,140,313	1,091,022	1,255,340	1,000,000	1,000,000	-255,340
Federal Revenue	42,874					
Water Charges for Services	15,162,429	17,193,875	17,842,799	17,448,500	17,448,500	-394,299
Misc. Revenues	422,545	480,329	294,223	178,023	178,023	-116,200
Bond Proceeds				8,200,000	8,200,000	8,200,000
Beginning Balance	8,909,527	7,275,494	5,905,357	7,522,178	19,181,912	13,276,555
Total 051 WATER FUND	25,677,688	26,040,720	25,297,719	34,348,701	46,008,435	20,710,716
052 STORM WATER FUND						
Water Charges for Services		979,419	1,277,767	1,250,000	1,250,000	-27,767
Misc. Revenues		331				
Special Revenues & Resources		8,249,613				
Beginning Balance			176,433	44,877	176,433	
Total 052 STORM WATER FUND		9,229,363	1,454,200	1,294,877	1,426,433	-27,767
055 GOLF COURSE FUND						
Recreation	1,411,819	1,418,870	1,211,041	1,519,596	1,519,596	308,555
Misc. Revenues	25,428	35,724	15,680	51,350	51,350	35,670
Interfund Transactions (CIP/Debt)	25,000	25,000	25,000	25,000	25,000	
Beginning Balance	1,187,987	1,325,234	1,246,003	873,260	1,443,961	197,958
Total 055 GOLF COURSE FUND	2,650,234	2,804,828	2,497,724	2,469,206	3,039,907	542,183

Revenues by Revenue Type Q4 FY2018

July 9, 2018

Revenue Type	Actuals FY 2016	Actuals FY 2017	YTD Actual FY 2018	Annual Budget FY 2018	Adjusted Budget FY 2018	Remaining Budget FY 2018
057 TRANSPORTATION & PARKING FUND						
Sales Tax	4,877,097	5,233,194	5,079,083	5,297,728	5,297,728	218,645
Licenses	1,032,191	764,407	956,011	908,666	908,666	-47,345
Planning Building & Engineering Fees		126,244	14,000			-14,000
Special Event Fees	2,125	2,848	1,726			-1,726
Federal Revenue	457,917	15,972,589		4,787,080	4,787,080	4,787,080
Transit Charges for Services	2,312,576	3,206,611	4,979,530	5,338,584	5,938,584	959,054
Fines & Forfeitures	1,080,705	1,077,415	1,846,858	1,469,200	1,469,200	-377,658
Misc. Revenues	201,922	280,456	335,295	92,500	92,500	-242,795
Special Revenues & Resources	315,322	362,886	580,877	1,100,000	1,100,000	519,123
Beginning Balance	20,105,652	19,381,363	19,262,807	3,442,144	39,041,932	19,779,125
Total 057 TRANSPORTATION & PARKING FUND	30,385,507	46,408,012	33,056,187	22,435,902	58,635,690	25,579,503
062 FLEET SERVICES FUND						
Interfund Transactions (Admin)	2,448,000	2,572,200	2,565,000	2,573,400	2,565,000	
Beginning Balance	1,145,417	1,123,856	1,196,395	1,059,336	1,196,395	
Total 062 FLEET SERVICES FUND	3,593,417	3,696,056	3,761,395	3,632,736	3,761,395	
064 SELF INSURANCE FUND						
Misc. Revenues	258,000	275,000	275,000	275,000	275,000	
Interfund Transactions (Admin)	992,665	686,997	885,556	885,556	885,556	
Beginning Balance	607,450	968,274	793,923	183,771	793,923	
Total 064 SELF INSURANCE FUND	1,858,115	1,930,271	1,954,479	1,344,327	1,954,479	
070 SALES TAX REV BOND - DEBT SVS FUND						
Misc. Revenues	33,338	26,965	195,670			-195,670
Interfund Transactions (Admin)	164,089	160,058	159,826	159,826	159,826	
Interfund Transactions (CIP/Debt)	2,425,473	2,091,955	4,867,531	2,097,787	4,867,531	
Bond Proceeds			35,227,871		35,227,871	0
Beginning Balance	6,527,765	2,843,028	2,403,929	2,371,332	2,403,929	
Total 070 SALES TAX REV BOND - DEBT SVS FUND	9,150,665	5,122,006	42,854,827	4,628,945	42,659,157	-195,670
071 DEBT SERVICE FUND						
Property Taxes	3,723,453	4,220,158	6,432,184	6,432,184	6,432,184	
Misc. Revenues	62,849	58,998	55,495	57,657	57,657	2,162
Bond Proceeds		27,863,698				

Revenues by Revenue Type Q4 FY2018

July 9, 2018

Revenue Type	Actuals FY 2016	Actuals FY 2017	YTD Actual FY 2018	Annual Budget FY 2018	Adjusted Budget FY 2018	Remaining Budget FY 2018
Beginning Balance	1,003,018	574,778	643,716	627,961	643,716	
Total 071 DEBT SERVICE FUND	4,789,320	32,717,633	7,131,395	7,117,802	7,133,557	2,162
TOTAL	174,057,233	259,742,190	251,936,883	191,276,117	403,041,979	151,105,096

Council Agenda Item Report

Meeting Date: July 19, 2018

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Minutes

Agenda Section: CONSIDERATION OF MINUTES

Subject:

Consideration to Approve the City Council Meeting Minutes from June 26, 2018

Suggested Action:

Attachments:

[6.26.18 Minutes](#)



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

June 26, 2018

The Council of Park City, Summit County, Utah, met in open meeting on June 26, 2018, at 3:00 p.m. in the City Council Chambers.

STUDY SESSION

Mid-Year Retreat Proposal:

Mayor Beerman stated that he met with each Council member individually to take a poll on items that should be focused on during the retreat. The top three items included a global discussion on housing including housing goals and high-level policy questions, economic diversity in the midst of a changing economy, and common sense government. The goal of the common sense government item would be to enhance the community's experience interacting with the City by looking at regulatory processes and other ways to reduce frustrations. The retreat would take place July 18, 2018 at 10:15 a.m. in the Community room of the Library.

Council Member Henney suggested revisiting a discussion regarding growth around borders and affordability that was discussed three or four years ago in a public forum. He referenced to a letter from a concerned citizen and stated it would be valuable to provide residents with additional information.

Mayor Beerman stated six to eight neighborhood discussions would be scheduled in August. The discussions would center around Treasure Hill and lend itself to a conversation regarding affordability. Mayor Beerman encouraged Council to organize a broader community discussion if desired. Council Member Henney stated it might be too much information to lump together. Mayor Beerman suggested they start with the Treasure Hill small discussions then branch out to a larger conversation in the fall. Council Member Henney agreed. Diane Foster, City Manager, stated the Citizen's Budget would be released August or September and was a great tool to help walk residents through these questions.

Summit County Presentation on Possible New Local Option Sales Tax for Transportation -Senate Bill 136:

Tom Fisher, Kim Carson, and Roger Armstrong of Summit County presented this item. Mr. Armstrong stated that at the end of the session, the State Legislature introduced Senate Bill 136 which was a comprehensive bill that covered a number of transportation and transit issues. Within the bill were two new opportunities for counties to levy

1 additional taxes. Two years ago, the County looked at two transportation sales taxes
2 that required voter referendums. One option the County opted not to pursue at the time
3 would have allowed them to propose a quarter percent sales tax. They chose not to
4 implement it because it did not make sense if larger counties did not opt in. As it played
5 out, the larger counties did not go forward with the tax which would have made Summit
6 County one of the largest collection counties and would have pushed money to other
7 jurisdictions. To make the tax more appealing this time, the Legislature said counties
8 would not have to enact a referendum and if the tax was unilaterally imposed by June
9 30th 2018, 100% of the revenue would be given directly to the county until June 30th
10 2019. Summit County met with community members and other groups for input but the
11 timing was especially difficult due to other bonds and funding requests.

12
13 If the large counties participated, the estimated revenue stream would be \$3.6 million
14 for the first year. The revenue would be split between municipalities for the second year
15 and an estimated \$2 million would come to Park City. There was a clear benefit, but the
16 timing was challenging.

17
18 Ms. Carson asked Council if they were briefed on the information prior to the meeting.
19 Council Member Joyce responded they were provided with an in-depth report.

20
21 Mr. Armstrong stated 4 cents per \$100 or \$4 of every \$10,000 would be taxed. This
22 would not apply to unprepared foods or gasoline. He estimated the personal impact
23 would be lighter than other proposed taxes at \$45 per year.

24
25 Mayor Beerman asked if the revenue would be equalized or reduced if they passed the
26 tax after the June 30th deadline. Carson replied the full revenue would only be received
27 until June 30, 2019. Mr. Fisher responded that if the tax was not implemented by June
28 30, 2018 the county would lose all revenue from that year. Armstrong said he recalled
29 the statute stating that if it passed any time after June 30, 2018 counties would be able
30 to keep the revenue from that time forward. For example, if the county enacted the tax
31 on July 31, 2018, 11 months of revenue would be given to the county.

32
33 Council Member Worel asked if the tax would apply to online sales. Carson responded
34 that yes, the tax should be included as a part of sales tax.

35
36 Council Member Worel asked if it was known if the larger counties were planning to
37 implement the tax. Carson responded that Salt Lake County voted to implement it. She
38 was unsure of Utah County as they were not as concerned about the deadline. The
39 legislation stated that a portion of the larger county revenue would go to the Utah
40 Transit Authority. Washington County was leaning towards implementing the tax but she
41 was unsure of what their final decision would be.

1 Council Member Henney asked if the State Legislature's funding was shifting or if this
2 was a new revenue stream and the State was attempting to put the brunt of enforcing a
3 new tax on the Counties. Carson replied that there had been a variety of these quarter
4 sales taxes available. Summit County did not put the fourth quarter forward because if it
5 did not pass with other entities, the result would not be favorable for local residents.
6 Voters of larger counties turned it down two years ago. Fisher stated the tax was
7 lobbied for by the Utah Association of Counties and The Utah League of Cities and
8 Towns. He thought the legislature wanted to provide the tool to local governments but
9 not many took advantage of it through the process that was in place. He thought it was
10 an incentive to get local funding to local governments. Carson added two large
11 incentives included the option to receive 100% of the revenue the first year as well as
12 not requiring a voter referendum. Armstrong stated most small towns struggled greatly
13 with funding transportation and infrastructure funding for roads, so back when it was
14 proposed a couple of years ago, he indicated the legislature saw the tax as a way to
15 assist in that area. But when larger counties did not participate, the Legislature decided
16 to sweeten the pot. It was also an election year so it could be a way to pass the
17 pressure to the counties.

18
19 Carson stated another option that was discussed during the session was the possibility
20 that if counties did not participate, the State might implement the tax in 2021/2022. This
21 was not included in the bill, but in this case Counties would not have the ability to
22 implement.

23
24 Council Member Henney asked for the County Council's feelings about not having the
25 public vote. Carson replied they conducted outreach to individuals as well as groups
26 because the public would not be giving official voter input. Most feedback had been
27 positive. The tax rate would remain lower than other Utah counties.

28
29 Council Member Joyce stated he liked Summit County's approach of not approving the
30 tax unless larger counties did as well. It seemed that other counties were not concerned
31 about the June 30th deadline, and asked if Summit County would pass the tax without
32 having a firm commitment from the large counties. Mr. Fisher recommended that if
33 Summit County was inclined to pass it, they should do it now and then repeal it if the
34 large counties did not participate. Repealing would require the same action from Council
35 as it would to implement it.

36
37 Mayor Beerman asked if they had calculated what the revenue would look like after
38 2020 if not all of the large counties moved forward. Fisher responded that he did not
39 have the specific numbers but they would be presenting that information to the County
40 Council tomorrow night.

Council Member Ware Peek asked what opinions other cities had expressed. Fisher responded Coalville was not in favor. The Henefer mayor indicated they were supportive. The Oakley City Council was supportive as well as Kamas and Francis.

Mayor Beerman provided feedback that it was difficult to raise funding for transit and the tax was a good way to do that relatively pain free for citizens. He was uncomfortable with the timing as there were a lot of concerns about compounding taxes and fees. Council Member Henney agreed the benefits would be significant but the timing was concerning. Council Member Ware Peek stated the tax was something the Council could say no to as voter perception was important.

Council Member Joyce wanted to see more project-focused proposals instead of investments that required consistent funding. Council Member Worel stated as the focus on Social Equity increased, they should be mindful that a financial burden would be felt by some residents of Park City. Council Member Gerber added that in light of what the public had been asked to fund, this may be too much.

Joint Meeting with the Recreation Advisory Board RAB Visioning Staff Report:

Members of the Recreation Advisory Board (RAB) presented this item. RAB created a sub-committee to focus on preservation and protections of local park space and identified five spaces: Creekside, City Park, Rotary Park, Prospector, and the Municipal Golf Course. The board recommended "super-zoning" which would allow any future changes to require a voter referendum in an effort to keep the integrity and character of recreation spaces. The protections would also promote social equity and wellness. This would occur by utilizing Park City's existing Municipal codes and zoning requirements.

Council Member Ware Peek asked if there were changes to use of space, would those decisions be left to voters. Tate Shaw, Assistant Recreation Manager, responded any of those uses were still considered recreational so those decisions would be left to Council based on existing zoning. Any non-recreational changes would require voter input. Council Member Joyce stated certain situations may not be as black and white. For example if it was determined an additional MARC facility was needed and City Park was proposed as the site, this would be a recreational use but would fundamentally change the landscape. Shaw stated these questions had been investigated and would result in stress tests to determine if it was realistic to adopt this procedure and RAB would look to Council to approve the advisory board moving forward with research. It was indicated they would develop a master plan that included all sites and potential scenarios.

Council Member Joyce stated he liked the direction the board was heading. Council Member Worel agreed that she supported the board moving forward with their work but was disappointed that the National Park Service did not emphasize the mental health benefit of parks. Shaw replied that social equity was a key part of parks as the space was truly for everyone.

1 Council agreed the board should move forward with developing a preservation plan.

2
3 It was indicated that RAB would like to form a subcommittee to review current donation
4 policies and potentially make change recommendations. Ideas included identifying
5 predetermined locations that could be used for memorial benches and potentially
6 charge a fee for these locations. Council Member Gerber asked if RAB had a list of
7 wants from the community

8
9 Council Member Worel asked why they would charge the public for a bench. It was
10 indicated that it would create legitimacy but would be part of future conversations to
11 determine if charges should be in place. Shaw added charging a fee would help offset
12 the cost of upkeep, similar to items within the cemetery. Mayor Beerman recommended
13 RAB look into Mountain Trails and Summit Lands who had similar policies in place.
14 Council agreed the board should move forward with developing a donation policy.

15
16 In efforts to research the possibility of building a splash pad in the City, RAB members
17 visited Wardle Fields Regional Park in Bluffdale which housed a large splash pad,
18 bouldering area, playgrounds and pickle ball courts. Splash pads were the leading
19 planned aquatic facilities and were lower cost to own and operate than pools. Social
20 equity was promoted as it was free access to water play. Council Member Joyce stated
21 he supported the idea but wondered if it was the top Recreation priority at the moment
22 according to the Recreation Master Plan. Ken Fisher, Recreation Manager, responded
23 the top three priorities included aquatics, additional ice and additional indoor field space.
24 A splash pad met the demand of aquatics outside of a Rec center. Council Member
25 Joyce expressed concern about space and land limitations. Mayor Beerman
26 recommended the RAB return with more specific information regarding space and
27 scale.

28
29 RAB was investigating the possibility of providing free Wi-Fi in City Park. Wi-Fi was
30 currently offered at MARC, Ice Arena and Library. It could be provided for \$3,000.
31 Mayor Beerman stated he received an email from a citizen who owned a Wi-Fi provider
32 business and was interested in donating this service to the City. Council supported the
33 option.

34
35 RAB would like to provide LED lights to the volleyball court on the north end of City
36 Park. The Summer Sand Volleyball league had grown to include 22 teams. Half a dozen
37 teams were turned away due to lack of lighting. Lighting the courts would provide the
38 opportunity to test LED lights for the other facility use as well as expand the volleyball
39 league to utilize the space in an increased capacity. Council Member Joyce asked why
40 they were moving forward with the volleyball court if they were hesitant to bring LED
41 lights to Quinn's Junction. It was indicated the court was smaller and would require
42 fewer fixtures and maintenance. Mayor Beerman echoed they should light the City Park
43 court the same time they plan to light Quinn's Junction. Council agreed.

WORK SESSION

Social Equity Discussion:

Kilo Zamora led the discussion and summarized three focus group meetings that took place in the past week. Everyone was enthusiastic to be at the table to create solutions together. The groups saw a role for the City to play and saw political capital that could be used. Questions posed to the groups included, Does it fit within your missions, Do you want to participate, Are we ready as a community, and Is there value to this process. The answers were overwhelmingly positive. Zamora indicated the next step was for the Council to decide the role of the City. All the data needed was in the reports from the meetings that were provided to Council.

Council Member Worel attended all three meetings and was encouraged by everyone's support and agreement that it should be collaboration between the community and City. She also emphasized the importance of including the underserved in the community in the conversations to gather their input.

Council Member Ware Peek stated it would be interesting to include individuals who were critical of the process to determine the root of their resistance. Council Member Joyce added it seemed that the group who was not ready to engage in Social Equity was not included in these conversations. Council Member Gerber replied they could not make people participate who did not want to, but perhaps their minds could be changed with the change of the community tide. Mayor Beerman replied that Council was currently in a vulnerable position where public talking points were not ready, which was why the first step had been reaching out to stakeholders who could help us articulate what Council was attempting to accomplish. Zamora commented that the individuals included in the meeting were credible leaders at the forefront of marginalized groups. These groups agreed that quality information should be distributed to the public as well as having a system to measure progress.

Zamora reminded Council that the process could inform an RFP or coordinator position. Council Member Worel mentioned only the City staff group indicated a need for a central information location.

Mayor Beerman asked Zamora how other communities formed an action plan. Zamora responded the City was currently engaging in best practices, but reaching a window where if the City did not act immediately by accessing the groups, apathy would begin. Now that engagement had begun, action items were paramount to avoid losing community trust. He recommended continuing to value the expertise at the table and beginning to structure deliverables. These deliverables could be modified.

Council Member Ware Peek asked how to reengage individuals who had participated but had not seen any action. Zamora answered that the turnaround time on sending

1 notes back to those who participated was important as well as continuing to thank them
2 for sharing their experiences.

3
4 Foster asked what ideas looked like deliverables. Zamora answered that changes could
5 happen internally, such as cultural competency training. Another idea included forming
6 a purpose statement with either a coordinator or RFP to identify gaps and ways to move
7 forward.

8
9 Council Member Worel stated directors of nonprofits were involved in the conversations
10 but asked how they could become engaged. Zamora answered the facilitators were the
11 delegation as they knew how to access their populations and had valuable information.

12
13 Council Member Henney stated the identity of our community was a collage and we
14 should pull from all parts of the collage as the work continued. Zamora agreed that the
15 answers were inside the community and trust was required. Social Equity moved and
16 evolved based on current events. Council Member Ware Peek said deliverables could
17 involve experiences that carry an impact beyond the actionable item.

18
19 Mayor Beerman invited the public to share feedback.

20
21 Mary Christa Smith, Coordinator for the Mental Wellness Alliance said community
22 assessments were helpful in her work to identify the gaps and priorities as well as
23 measure outcomes. This data gathering process invited different perspectives into the
24 conversation.

25
26 Juliana Duran explained the importance of having a communications system in place
27 between all groups in the community. For example, the ability to share event information
28 in different languages would allow all communities to participate. It was important to
29 identify how communities received information and include those channels in event
30 promotion and meetings. Mayor Beerman asked what channels might be missing.
31 Duran responded she would ask the other residents attending the meeting.

32
33 Joseph Durant stated he received information via KPCW, the Library, and Mexican
34 supermarkets.

35
36 Leorel Incanrte stated it was important to include schools as students inform parents
37 about important community events.

38
39 Ollie Wilder, Community Impact Director of the Park City Community Foundation, heard
40 a call to action and a window of opportunity that the community was ready to jump into.
41 There was an opportunity to create community around Social Equity. Wilder thought it
42 would be helpful for the City to offer shape and resources to get the process moving
43 and encouraged an RFP or internal position. Wilder also suggested turning political

capital into social capital which would provide the opportunity for other groups to get on board. Park City Community Foundation would like to be involved and offer any assistance needed.

Council Member Joyce recalled that the Social Equity challenge was a lesson in how many ideas were in the community and perhaps Council could focus on tackling the most immediate ones. He also commented on the importance of gathering groups to form a more strategic plan. Council Member Gerber wanted to identify key priorities that would move the goal along on a larger level and agreed now would be a good time to look into an RFP. Mayor Beerman asked if all Council Members would like to investigate an RFP, to which the group confirmed. Foster clarified that the RFP would not specifically fund a staff position, but rather a function.

Francisco Astorga, Senior Planner, offered his services to any focus groups or nonprofits that would benefit from his input. He felt very lucky to have had opportunities in Park City and would like to give back to the community.

Mayor Beerman summarized the next steps to reconvene the focus groups to formulate a purpose statement by the delegation. Secondly, identify priorities and form a subgroup to determine which would be short term vs. long term actions. Mayor Beerman suggested also looking into an RFP and identifying a nonprofit to help the City facilitate. Mayor Beerman asked if Council would like to approve the RFP before it was released. Member Henney answered he would like to review it on July 12th. Foster added Holy Cross Ministry created a short 'day in the life of an immigrant in Park City' video which might be helpful to use in these conversations.

REGULAR MEETING - 6:00 p.m.

I) ROLL CALL

Attendee Name	Status
Mayor Andy Beerman Council Member Becca Gerber Council Member Tim Henney Council Member Steve Joyce Council Member Lynn Ware Peek Council Member Nann Worel Diane Foster, City Manager Matt Dias, Assistant City Manager Mark Harrington, City Attorney Michelle Kellogg, City Recorder	Present
None	Absent

II) APPOINTMENTS

1. Consideration to Appoint Brynn Bateman Louis and Reappoint Jess Griffiths and Jane Osterhaus to the Library Board for Three-Year Terms Beginning July 1, 2018:

Adriane Juarez, Library Director, presented on behalf of the Library Board. The board held interviews for three open seats for the 2019 fiscal year. Two seats were available for renewal and two additional residents applied for three year terms. Council Member Ware Peek asked if the board now had nine members. Juarez confirmed. As liaison to the Library board, Council Member Worel commented they did a thorough job finding new applicants and the individual who was not selected was interested in serving on other boards.

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

Council Member Worel moved to appoint Brynn Bateman Louis and reappoint Jess Griffiths and Jane Osterhaus to the Library Board for three-year terms beginning July 1, 2018. Council Member Gerber seconded the motion.

RESULT: APPROVED

AYES: Council Members Gerber, Henney, Joyce, Ware Peek, and Worel

III) COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF
Council Questions and Comments:

Council Member Ware Peek attended the Your Barn Door is Open event at McPolin Farm on Saturday. She walked through Silly Market with Jenny Diersen and Tommy Youngblood of the City events team and Council Member Worel. Council Member Ware Peek encouraged everyone to listen to the Cada Domingo program on KPCW for wonderful Spanish programming.

Council Member Gerber also attended Your Barn Door is Open event.

Council Member Worel helped The Historic Society sell tickets to the Historic Home Tour Saturday morning and toured the eight houses that afternoon. It was a well-attended event that ended with a reception at Fletchers. She attended the Women's Walk and Wine event for the People's Health Clinic. The event was attended by a diverse group of 350 women. She also attended the City Social Equity focus groups as well as the Executive Committee meeting of the Mental Wellness Alliance Board.

Mayor Beerman thanked staff for short staff reports. He also thanked Council Member Worel for her extra work with the Social Equity focus groups. Last week, Mayor

1 Beerman met with Keri Putnam and Betsy Wallace of Sundance Institute and discussed
2 the Arts & Culture District. There were no major announcements but the district was
3 progressing nicely.

4
5 **Staff Communications Reports:**

6
7 **1. Fourth of July Event Reminders:**

8 Council Member Gerber asked if any reminders would be released for July 3rd.
9 Jenny Diersen, Special Events Director, responded that reminders would be released
10 on the radio and VMS boards. Council Member Worel asked if text alerts had a Spanish
11 option. Mike McComb, Emergency Manager, replied it was an option that was in
12 progress.

13
14 **2. Stormwater Management Plan Update:**

15
16 **3. 2017 Annual Water Quality Consumer Confidence Report:**

17 Council Member Joyce indicated there was an error in the Water Consumer Confidence
18 Report that salt was the key component in chlorine when in actuality, chlorine was a
19 component of salt. He would like the report to be technically accurate. Foster indicated
20 she would notify Clint McAfee, Public Utilities Director, to make the change.

21
22 **IV) PUBLIC INPUT (ANY MATTER OF CITY BUSINESS NOT SCHEDULED ON**
23 **THE AGENDA)**

24
25 Mayor Beerman opened the meeting for those who wished to address the Council on
26 items not on the agenda.

27
28 Mary Christa Smith moved into the Central Park Condos with her kids and expressed
29 gratitude to Council for making affordable housing a critical priority. She was grateful to
30 call Park City home.

31
32 Mayor Beerman closed the public input portion of the meeting.

33
34 **V) CONSENT AGENDA**

35
36 **1. Request to Authorize the City Manager to Enter into a Professional Services**
37 **Agreement in a Form Approved by the City Attorney with American Mailing**
38 **Services for Daily Courier Services Not to Exceed \$350,000**

39
40 Council Member Gerber moved to approve the Consent Agenda. Council Member
41 Worel seconded the motion.

RESULT: APPROVED

AYES: Council Members Gerber, Henney, Joyce, Ware Peek, and Worel

VI) NEW BUSINESS

1.Consideration to Approve Resolution 18-2018, a Resolution Acknowledging Hugh Daniels' Retirement from Park City Municipal Corporation and Recognizing His Many Contributions in Providing Emergency Management Services and Support to His Fellow Employees and the Park City Community

Brook Moss, Human Resources Manager, presented this item and asked for approval to recognize Hugh Daniels' contributions and retirement as Emergency Manager.

Mayor Beerman thanked Daniels for his service to the community for over 35 years.

Daniels responded that he was honored and humbled by the resolution.

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

Council Member Ware Peek moved to approve Resolution 18-2018, a Resolution acknowledging Hugh Daniels' retirement from Park City Municipal Corporation and recognizing his many contributions in providing Emergency Management services and support to his fellow employees and the Park City community. Council Member Worel seconded the motion.

RESULT: APPROVED

AYES: Council Members Gerber, Henney, Joyce, Ware Peek, and Worel

2. Open Flame and Fireworks Ban Update with Presentation by Dan Benson, Brianhead Fire Chief:

Dave Thacker, Chief Building Official, presented this item. Mike McComb, Emergency Manager, introduced Dan Benson, Brianhead Fire Chief, who provided insight into how last year's Brianhead fire affected the community.

Council Member Ware Peek thanked Chief Benson for coming and asked for input on how to spread fire awareness. Benson answered that having a consistent message across all counties regarding fire restrictions would be very helpful.

3. Consideration to Continue an Ordinance Approving the Daly Delight Plat Amendment Located at 180 Daly Avenue and 182 Daly Avenue, Park City, Utah

Hannah Tyler, Planner, presented this item to continue approving the Daly Delight Plat Amendment to the July 12 meeting.

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

Council Member Gerber moved to continue an ordinance approving the Daly Delight Plat Amendment located at 180 Daly Avenue and 182 Daly Avenue, Park City, Utah, to July 12, 2018. Council Member Joyce seconded the motion.

RESULT: CONTINUED TO JULY 12, 2018

AYES: Council Members Gerber, Henney, Joyce, Ware Peek, and Worel

4. Consideration to Approve Resolution 16-2018, a Resolution Adopting Park City's Locally Preferred Alternative for State Route 224

Alfred Knotts presented this item. Knotts reviewed the preferred plan for State Route 224.

Council Member Worel asked why the center lane was wider than the other lanes on the visuals. Knotts responded it was a two way left turn lane and would allow increased clearance.

Council Member Ware Peek asked how north bound in traffic in Kimball Junction would turn left into the transit center. Knotts answered it was an operational detail that would require evaluation. Council Member Ware Peek asked for details on the current width of 224. Knotts answered 64 feet, plus the shoulder area which would be 80 total feet.

Council Member Ware Peek asked why the center two-way bus lane was more expensive than other options. Knotts replied it would require full reengineering of the road section and passenger facilities would need to be constructed.

Council Member Gerber voiced excitement over the project but favored a decrease in the width of the shoulder. Knotts replied UDOT had been very responsive in listening to public opinion.

Council Member Worel asked where breakdowns were supposed to go if the shoulder width was decreased. Knotts responded the bus lane was an option but it was an operational detail that would require evaluation.

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

Council Member Gerber moved to approve Resolution 16-2018, a resolution adopting Park City's Locally Preferred Alternative for State Route 224. Council Member Ware Peek seconded the motion.

RESULT: APPROVED

AYES: Council Members Gerber, Henney, Joyce, Ware Peek, and Worel

5. Consideration to Approve Resolution 17-2018, a Resolution Authorizing the Approval of Amendment No. 1 to the Metropolitan Narcotics Task Force Interlocal Agreement

Mark Harrington, City Attorney, presented this item. The City had participated in the agreement in years past but some jurisdictions were not included on the interlocal signature line. Council Member Worel asked why Park City was not included on the signature line in the agreement in the packet. Harrington responded this amendment would include Park City, and the City Council was ratifying an approval by the interlocal board which already added the City.

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

Council Member Joyce moved to approve Resolution 17-2018, a resolution authorizing the approval of Amendment No. 1 to the Metropolitan Narcotics Task Force Interlocal Agreement assuming Park City is added to the list of law enforcement agencies included. Council Member Gerber seconded the motion.

RESULT: APPROVED

AYES: Council Members Gerber, Henney, Joyce, Ware Peek, and Worel

6. Consideration to Re-Adopt Ordinance 2018-28, an Ordinance Amending (I) Title 5 GRAMA; (II) Title 3 Ethics; (III) Title 2 City Council; and (IV) Title 2 Disaster Response and Recovery Act

Mark Harrington, City Attorney, presented this item. There were no questions with regard to the proposed amendments.

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

Council Member Worel moved to re-adopt Ordinance 2018-28, an ordinance amending (I) Title 5 GRAMA; (II) Title 3 Ethics; (III) Title 2 City Council; and (IV) Title 2 Disaster Response and Recovery Act. Council Member Gerber seconded the motion.

RESULT: APPROVED

AYES: Council Members Gerber, Henney, Joyce, Ware Peek, and Worel

VII) ADJOURNMENT

With no further business, the meeting was adjourned.

Leah Langan, Deputy City Recorder

Council Agenda Item Report

Meeting Date: July 19, 2018

Submitted by: Heinrich Deters

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section: CONSENT

Subject:

Request to Authorize Their First Right of Refusal and Approve a Real Estate Purchase Agreement for the Ironwood Phase II Employee Housing Unit for \$250,000, in a Form Approved by the City Attorney

Suggested Action:

Attachments:

[Ironwood Phase II Staff Report](#)

[Real Estate Purchase Agreement](#)

City Council Staff Report



Subject: Acquisition of Ironwood Phase II Employee Housing Unit
Author: Heinrich Deters Property, Trails and Open Space
Manager
Department: Sustainability
Date: July 19, 2018
Type of Item: Administrative Consent

Summary Recommendation

Staff recommends City Council authorize their first right of refusal and approve a Real Estate Purchase Agreement for the Ironwood Phase II Employee Housing Unit (EHU) for Two Hundred and Fifty Thousand Dollars (\$250,000), in a form approved by the City Attorney.

Executive Summary

Staff is seeking approval from City Council to exercise their first right of refusal to acquire the Ironwood Phase II Affordable Housing unit. By acquiring the unit, the City would agree to buy the Employee Housing Unit (EHU), and likely re-sell the unit at market rate. Proceeds from the re-sale of the unit will go toward the City's affordable housing fund specifically to replace this affordable housing unit obligation. As part of the purchase contract, the City has agreed to fund a current special assessment for roof replacement, in the amount of \$28,188.65.

Acronyms in this Report

AUE - Affordable Unit Equivalent
EHU – Employee Housing Fee
HOA – Home Owner Association
RDA – Redevelopment Agency
REPC – Real Estate Purchase Agreement

Background

Ironwood Development purchased the development rights for several Empire Pass developments in the mid-2000's. With these development rights, came the requirement to build one EHU (employee housing unit) within the Ironwood Phase II project. This unit was in fulfillment of the requirement that 25% of the affordable housing obligation be located on-mountain as stated in the Development Agreement for Flagstaff Mountain, Bonanza Flats, Richardson Flats, 20-Acre Quinn's Junction Parcel and Iron Mountain dated June 24, 1999.

Analysis

EHUs associated with the Empire Pass development have experienced increasing HOA

dues and special assessments related to capital repairs, which disproportionately impact the affordability. For this reason and in addition to ongoing allocation of city resources anticipated for the ongoing monitoring compliance, staff recommends the City purchase the unit to resolve the unaffordable HOA fees, and replace the unit with a more affordable and pragmatic option. City Council has provided direction to staff to replace this affordable housing unit with one that is more centrally located with better access to transit as well as services.

Department Review

This report has been reviewed by the Budget, Community Development, and Executive departments and the City Attorney's Office.

Funding Source

If Council approves the acquisition, funding will be provided by the City's Affordable Housing Budget.

Attachment

- REPC

REAL ESTATE PURCHASE CONTRACT

This is a legally binding Real Estate Purchase Contract ("REPC"). Utah law requires real estate licensees to use this form. Buyer and Seller, however, may agree to alter or delete its provisions or to use a different form. If you desire legal or tax advice, consult your attorney or tax advisor.

EARNEST MONEY DEPOSIT

On this 2nd day of July, 2018 ("Offer Reference Date") Park City Municipal Corporation ("Buyer") offers to purchase from The Savage Family Revocable Trust, ("Seller") the Property described below and agrees to deliver no later than four (4) calendar days after Acceptance (as defined in Section 23), an Earnest Money Deposit in the amount of One Thousand Dollars (\$1,000.00) in the form of Cash or Check. After Acceptance of the REPC by Buyer and Seller, and receipt of the Earnest Money by the Settlement Agent, the Settlement Agent shall have four (4) calendar days in which to deposit the Earnest Money into the Settlement Agent's Escrow Account.

OFFER TO PURCHASE

1. PROPERTY: 8789 Marsac Ave aka EHU Unit of the Ironwood at Deer Valley, Phase II.

City of Park City, County of Summit, State of Utah, Zip 84060 Tax ID No. IWDV-II-EHU (the "Property"). Any reference below to the term "Property" shall include the Property described above, together with the Included Items and water rights/water shares, if any, referenced in Sections 1.1, 1.2 and 1.4.

1.1 Included Items. Unless excluded herein, this sale includes the following items if presently owned and in place on the Property: plumbing, heating equipment; solar panels; ovens, ranges and hoods; cook tops; dishwashers; ceiling fans; water heaters; light fixtures and bulbs; bathroom fixtures and bathroom mirrors; and any landscaping.

1.2 Other Included Items. The following items that are presently owned and in place on the Property have been left for the convenience of the parties and are also included in this sale (check applicable box): ☐ washers ☐ dryers ☐ refrigerators ☐ microwave ovens ☒ other (specify) Attachment to be provided by Seller 7/10/18

The above checked items shall be conveyed to Buyer under separate bill of sale with warranties as to title. In addition to any boxes checked in this Section 1.2 above, there ☐ ARE ☒ ARE NOT additional items of personal property Buyer intends to acquire from Seller at Closing by separate written agreement.

1.3 Excluded Items. The following items are excluded from this sale: N/A

1.4 Water Service. The Purchase Price for the Property shall include all water rights/water shares, if any, that are the legal source for Seller's current culinary water service and irrigation water service, if any, to the Property. The water rights/water shares will be conveyed or otherwise transferred to Buyer at Closing by applicable deed or legal instruments. The following water rights/water shares, if applicable, are specifically excluded from this sale: N/A

2. PURCHASE PRICE.

2.1 Payment of Purchase Price. The Purchase Price for the Property is \$250,000.00 Except as provided in this Section, the Purchase Price shall be paid as provided in Sections 2.1(a) through 2.1(e) below. Any amounts shown in Sections 2.1(c) and 2.1(e) may be adjusted as deemed necessary by Buyer and the Lender (the "Lender").

<u>\$ 1,000.00</u>	(a) Earnest Money Deposit. Under certain conditions described in the REPC, this deposit may become totally non-refundable.
<u>\$ N/A</u>	(b) Additional Earnest Money Deposit (see Section 8.4 if applicable)
<u>\$ N/A</u>	(c) New Loan. Buyer may apply for mortgage loan financing (the "Loan") on terms acceptable to Buyer: If an FHA/VA loan applies, see attached FHA/VA Loan Addendum.
<u>\$ N/A</u>	(d) Seller Financing (see attached Seller Financing Addendum)
<u>\$ 249,000.00</u>	(e) Balance of Purchase Price in Cash at Settlement
<u>\$ 250,000.00</u>	PURCHASE PRICE. Total of lines (a) through (e)

2.2 Sale of Buyer's Property. Buyer's ability to purchase the Property, to obtain the Loan referenced in Section 2.1(c) above, and/or any portion of the cash referenced in Section 2.1(e) above ☐ IS ☒ IS NOT conditioned upon the sale of real estate owned by Buyer. If checked in the affirmative, the terms of the attached subject to sale of Buyer's property addendum apply.

3. SETTLEMENT AND CLOSING.

3.1 Settlement. Settlement shall take place no later than the Settlement Deadline referenced in Section 24(d), or as otherwise mutually agreed by Buyer and Seller in writing. "Settlement" shall occur only when all of the following have been completed: (a) Buyer and Seller have signed

and delivered to each other or to the escrow/closing office all documents required by the REPC, by the Lender, by the title insurance and escrow/closing offices, by written escrow instructions (including any split closing instructions, if applicable), or by applicable law; (b) any monies required to be paid by Buyer or Seller under these documents (except for the proceeds of any Loan) have been delivered by Buyer or Seller to the other party, or to the escrow/closing office, in the form of cash, wire transfer, cashier's check, or other form acceptable to the escrow/closing office.

3.2 Closing. For purposes of the REPC, "Closing" means that: (a) Settlement has been completed; (b) the proceeds of any new Loan have been delivered by the Lender to Seller or to the escrow/closing office; and (c) the applicable Closing documents have been recorded in the office of the county recorder ("Recording"). The actions described in 3.2 (b) and (c) shall be completed no later than four calendar days after Settlement.

3.3 Possession. Except as provided in Section 6.1(a) and (b), Seller shall deliver physical possession of the Property to Buyer as follows: ☒ Upon Recording; ☐ Hours after Recording; ☐ Calendar Days after Recording. Any contracted rental of the Property prior to or after Closing, between Buyer and Seller, shall be by separate written agreement. Seller and Buyer shall each be responsible for any insurance coverage each party deems necessary for the Property including any personal property and belongings. The provisions of this Section 3.3 shall survive Closing.

4. PRORATIONS / ASSESSMENTS / OTHER PAYMENT OBLIGATIONS.

4.1 Prorations. All prorations, including, but not limited to, homeowner's association dues, property taxes for the current year, rents, and interest on assumed obligations, if any, shall be made as of the Settlement Deadline referenced in Section 24(d), unless otherwise agreed to in writing by the parties. Such writing could include the settlement statement. The provisions of this Section 4.1 shall survive Closing.

2 Special Assessments. Any assessments for capital improvements as approved by the homeowner's association ("HOA") (pursuant to HOA governing documents) or as assessed by a municipality or special improvement district, prior to the Settlement Deadline shall be paid for by: ☐ Seller ☐ Buyer ☐ Split Equally Between Buyer and Seller ☒ Other (explain) Buyer shall pay the single pending special assessment in the amount of \$30,222 and Seller shall pay any other Special Assessments or HOA fees and dues until closing. The provisions of this Section 4.2 shall survive Closing.

4.3 Fees/Costs/Payment Obligations.

(a) **Escrow Fees.** Unless otherwise agreed to in writing, Seller and Buyer shall each pay their respective fees charged by the escrow/closing office for its services in the settlement/closing process. The provisions of this Section 4.3(a) shall survive Closing.

(b) **Rental Deposits/Prepaid Rents.** Rental deposits (including, but not limited to, security deposits, cleaning deposits and prepaid rents) for long term lease or rental agreements, as defined in Section 6.1(a), and short-term rental bookings, as defined in Section 6.1(b), not expiring prior to Closing, shall be paid or credited by Seller to Buyer at Settlement. The provisions of this Section 4.3(b) shall survive Closing.

(c) **HOA/Other Entity Fees Due Upon Change of Ownership.** Some HOA's, special improvement districts and/or other specially planned areas, under their governing documents charge a fee that is due to such entity as a result of the transfer of title to the Property from Seller to Buyer. Such fees are sometimes referred to as transfer fees, community enhancement fees, HOA reinvestment fees, etc. (collectively referred to in this section as "change of ownership fees"). Regardless of how the change of ownership fee is titled in the applicable governing documents, if a change of ownership fee is due upon the transfer of title to the Property from Seller to Buyer, that change of ownership fee shall, at Settlement, be paid for by:

☐ Seller ☐ Buyer ☐ Split Equally Between Buyer and Seller ☒ Other (explain) *Unit is exempt from Transfer Fee.
The provisions of this Section 4.3(c) shall survive Closing.

(d) **Utility Services.** Buyer agrees to be responsible for all utilities and other services provided to the Property after the Settlement Deadline. The provisions of this Section 4.3(d) shall survive Closing.

(e) **Sales Proceeds Withholding.** The escrow/closing office is authorized and directed to withhold from Seller's proceeds at Closing, sufficient funds to pay off on Seller's behalf all mortgages, trust deeds, judgments, mechanic's liens, tax liens and warrants. The provisions of this Section 4.3(e) shall survive Closing.

5. CONFIRMATION OF AGENCY DISCLOSURE. Buyer and Seller acknowledge prior written receipt of agency disclosure provided by their respective agent that has disclosed the agency relationships confirmed below. At the signing of the REPC:

Seller's Agent(s) N/A, represent(s) ☐ Seller ☐ both Buyer and Seller as Limited Agent(s);

Seller's Agent(s) Utah Real Estate License Number(s): _____

Seller's Brokerage N/A, represents ☐ Seller ☐ both Buyer and Seller as Limited Agent;

Seller's Brokerage Utah Real Estate License Number: _____

Buyer's Agent(s) N/A, represent(s) ☐ Buyer ☐ both Buyer and Seller as Limited Agent(s);

Buyer's Agent(s) Utah Real Estate License Number(s): _____

Buyer's Brokerage N/A, represents ☐ Buyer ☐ both Buyer and Seller as a Limited Agent.

Buyer's Brokerage Utah Real Estate License Number: _____

6. TITLE & TITLE INSURANCE.

6.1 Title to Property. Seller represents that Seller has fee title to the Property and will convey marketable title to the Property to Buyer at Closing by general warranty deed. Buyer does agree to accept title to the Property subject to the contents of the Commitment for Title Insurance (the "Commitment") provided by Seller under Section 7, and as reviewed and approved by Buyer under Section 8.

(a) **Long-Term Lease or Rental Agreements.** Buyer agrees to accept title to the Property subject to any long-term tenant lease or rental agreements (meaning for periods of thirty (30) or more consecutive days) affecting the Property not expiring prior to Closing. Buyer also agrees to accept title to the Property subject to any existing rental and property management agreements affecting the Property not expiring prior to Closing.

Page 2 of 6 pages Buyer's Initials [Signature] Date 7/2/18 Seller's Initials [Signature] Date 7/11/18

The provisions of this Section 6.1(a) shall survive Closing.

(b) **Short-Term Rental Bookings.** Buyer agrees to accept title to the Property subject to any short-term rental bookings (meaning for periods of less than thirty (30) consecutive days) affecting the Property not expiring prior to Closing. The provisions of this Section 6.1(b) shall survive Closing.

6.2 Title Insurance. At Settlement, Seller agrees to pay for and cause to be issued in favor of Buyer, through the title insurance agency that issued the Commitment (the "Issuing Agent"), the most current version of the *ALTA Homeowner's Policy of Title Insurance* (the "*Homeowner's Policy*"). If the *Homeowner's Policy* is not available through the Issuing Agent, Buyer and Seller further agree as follows: (a) Seller agrees to pay for the *Homeowner's Policy* if available through any other title insurance agency selected by Buyer; (b) if the *Homeowner's Policy* is not available either through the Issuing Agent or any other title insurance agency, then Seller agrees to pay for, and Buyer agrees to accept, the most current available version of an *ALTA Owner's Policy of Title Insurance* ("*Owner's Policy*") available through the Issuing Agent.

7. SELLER DISCLOSURES. No later than the Seller Disclosure Deadline referenced in Section 24(a), Seller shall provide to Buyer the following documents in hard copy or electronic format which are collectively referred to as the "Seller Disclosures":

- (a) a written Seller property condition disclosure for the Property, completed, signed and dated by Seller as provided in Section 10.3;
- (b) a *Lead-Based Paint Disclosure & Acknowledgement* for the Property, completed, signed and dated by Seller (only if the Property was built prior to 1978);
- (c) a Commitment for Title Insurance as referenced in Section 6.1;
- (d) a copy of any restrictive covenants (CC&R's), rules and regulations affecting the Property;
- (e) a copy of the most recent minutes, budget and financial statement for the homeowners' association, if any;
- (f) a copy of any long-term tenant lease or rental agreements affecting the Property not expiring prior to Closing;
- (g) a copy of any short-term rental booking schedule (as of the Seller Disclosure Deadline) for guest use of the Property after Closing;
- (h) a copy of any existing property management agreements affecting the Property;
- (i) evidence of any water rights and/or water shares referenced in Section 1.4;
- (j) written notice of any claims and/or conditions known to Seller relating to environmental problems and building or zoning code violations;
- (k) In general, the sale or other disposition of a U.S. real property interest by a foreign person is subject to income tax withholding under the *Foreign Investment in Real Property Tax Act of 1980* (FIRPTA). A "foreign person" includes a non-resident alien individual, foreign corporation, partnership, trust or estate. If FIRPTA applies to Seller, Seller is advised that Buyer or other qualified substitute may be legally required to withhold this tax at Closing. In order to avoid closing delays, if Seller is a foreign person under FIRPTA, Seller shall advise Buyer in writing; and
- (l) Other (specify) _____

8. BUYER'S CONDITIONS OF PURCHASE.

8.1 DUE DILIGENCE CONDITION. Buyer's obligation to purchase the Property: ☒ IS ☐ IS NOT conditioned upon Buyer's Due Diligence as defined in this Section 8.1(a) below. This condition is referred to as the "Due Diligence Condition." If checked in the affirmative, Sections 8.1(a) through 8.1(c) apply; otherwise they do not.

(a) **Due Diligence Items.** Buyer's Due Diligence shall consist of Buyer's review and approval of the contents of the Seller Disclosures referenced in Section 7, and any other tests, evaluations and verifications of the Property deemed necessary or appropriate by Buyer, such as: the physical condition of the Property; the existence of any hazardous substances, environmental issues or geologic conditions; the square footage or acreage of the land and/or improvements; the condition of the roof, walls, and foundation; the condition of the plumbing, electrical, mechanical, heating and air conditioning systems and fixtures; the condition of all appliances; the costs and availability of homeowners' insurance and flood insurance, if applicable; water source, availability and quality; the location of property lines; regulatory use restrictions or violations; fees for services such as HOA dues, municipal services, and utility costs; convicted sex offenders residing in proximity to the Property; and any other matters deemed material to Buyer in making a decision to purchase the Property. Unless otherwise provided in the REPC, all of Buyer's Due Diligence shall be paid for by Buyer and shall be conducted by individuals or entities of Buyer's choice. Seller agrees to cooperate with Buyer's Due Diligence. Buyer agrees to pay for any damage to the Property resulting from any such inspections or tests during the Due Diligence.

(b) **Buyer's Right to Cancel or Resolve Objections.** If Buyer determines, in Buyer's sole discretion, that the results of the Due Diligence are unacceptable, Buyer may either: (i) no later than the Due Diligence Deadline referenced in Section 24(b), cancel the REPC by providing written notice to Seller, whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller; or (ii) no later than the Due Diligence Deadline referenced in Section 24(b), resolve in writing with Seller any objections Buyer has arising from Buyer's Due Diligence.

(c) **Failure to Cancel or Resolve Objections.** If Buyer fails to cancel the REPC or fails to resolve in writing with Seller any objections Buyer has arising from Buyer's Due Diligence, as provided in Section 8.1(b), Buyer shall be deemed to have waived the Due Diligence Condition, and except as provided in Sections 8.2(a) and 8.3(b)(i), the Earnest Money Deposit shall become non-refundable.

8.2 APPRAISAL CONDITION. Buyer's obligation to purchase the Property: ☐ IS ☒ IS NOT conditioned upon the Property appraising for not less than the Purchase Price. This condition is referred to as the "Appraisal Condition." If checked in the affirmative, Sections 8.2(a) and 8.2(b) apply; otherwise they do not.

(a) **Buyer's Right to Cancel.** If after completion of an appraisal by a licensed appraiser, Buyer receives written notice from the Lender or the appraiser that the Property has appraised for less than the Purchase Price (a "Notice of Appraised Value"), Buyer may cancel the REPC by providing written notice to Seller (with a copy of the Notice of Appraised Value) no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller.

(b) **Failure to Cancel.** If the REPC is not cancelled as provided in this section 8.2, Buyer shall be deemed to have waived the Appraisal

Condition, and except as provided in Sections 8.1(b) and 8.3(b)(i), the Earnest Money Deposit shall become non-refundable.

8.3 FINANCING CONDITION. (Check Applicable Box)

(a) ☒ **No Financing Required.** Buyer's obligation to purchase the Property **IS NOT** conditioned upon Buyer obtaining financing. If checked, Section 8.3(b) below does NOT apply.

(b) ☐ **Financing Required.** Buyer's obligation to purchase the Property **IS** conditioned upon Buyer obtaining the Loan referenced in Section 2.1(c). This Condition is referred to as the "Financing Condition." If checked, Sections 8.3(b)(i), (ii) and (iii) apply; otherwise they do not. If the REPC is not cancelled by Buyer as provided in Sections 8.1(b) or 8.2(a), then Buyer agrees to work diligently and in good faith to obtain the Loan.

(i) **Buyer's Right to Cancel Before the Financing & Appraisal Deadline.** If Buyer, in Buyer's sole discretion, is not satisfied with the terms and conditions of the Loan, Buyer may, after the Due Diligence Deadline referenced in Section 24(b), if applicable, cancel the REPC by providing written notice to Seller no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon \$ N/A of Buyer's Earnest Money Deposit shall be released to Seller without the requirement of further written authorization from Buyer, and the remainder of Buyer's Earnest Money Deposit shall be released to Buyer without further written authorization from Seller.

(ii) **Buyer's Right to Cancel After the Financing & Appraisal Deadline.** If after expiration of the Financing & Appraisal Deadline referenced in Section 24(c), Buyer fails to obtain the Loan, meaning that the proceeds of the Loan have not been delivered by the Lender to the escrow/closing office as required under Section 3.2, then Buyer shall not be obligated to purchase the Property and Buyer or Seller may cancel the REPC by providing written notice to the other party.

(iii) **Earnest Money Deposit(s) Released to Seller.** If the REPC is cancelled as provided in Section 8.3(b)(ii), Buyer agrees that all of Buyer's Earnest Money Deposit, or Deposits, if applicable (see Section 8.4 below), shall be released to Seller without the requirement of further written authorization from Buyer. Seller agrees to accept, as Seller's exclusive remedy, the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages. Buyer and Seller agree that liquidated damages would be difficult and impractical to calculate, and the Earnest Money Deposit, or Deposits, if applicable, is a fair and reasonable estimate of Seller's damages in the event Buyer fails to obtain the Loan.

8.4 ADDITIONAL EARNEST MONEY DEPOSIT. If the REPC has not been previously canceled by Buyer as provided in Sections 8.1, 8.2 or 8.3, as applicable, then no later than the Due Diligence Deadline, or the Financing & Appraisal Deadline, whichever is later, Buyer: ☐ **WILL** ☒ **WILL NOT** deliver to the Buyer's Brokerage, an Additional Earnest Money Deposit in the amount of \$ N/A. The Earnest Money Deposit and the Additional Earnest Money Deposit, if applicable, are sometimes referred to herein as the "Deposits". The Earnest Money Deposit, or Deposits, if applicable, shall be credited toward the Purchase Price at Closing.

9. ADDENDA. There ☒ **ARE** ☐ **ARE NOT** addenda to the REPC containing additional terms. If there are, the terms of the following addenda are incorporated into the REPC by this reference: ☐ Addendum No. ☐ Seller Financing Addendum ☐ FHA/VA Loan Addendum ☒ Others (specify) Subject to City Council approval at an open and public meeting prior to July 31, 2018.

10. HOME WARRANTY PLAN / AS-IS CONDITION OF PROPERTY.

10.1 Home Warranty Plan. A one-year Home Warranty Plan ☐ **WILL** ☒ **WILL NOT** be included in this transaction. If included, the Home Warranty Plan shall be ordered by ☐ Buyer ☐ Seller and shall be issued by a company selected by ☐ Buyer ☐ Seller. The cost of the Home Warranty Plan shall not exceed \$_____ and shall be paid for at Settlement by ☐ Buyer ☐ Seller.

10.2 Condition of Property/Buyer Acknowledgements. Buyer acknowledges and agrees that in reference to the physical condition of the Property: (a) Buyer is purchasing the Property in its "As-Is" condition without expressed or implied warranties of any kind; (b) Buyer shall have, during Buyer's Due Diligence as referenced in Section 8.1, an opportunity to completely inspect and evaluate the condition of the Property; and (c) if based on the Buyer's Due Diligence, Buyer elects to proceed with the purchase of the Property, Buyer is relying wholly on Buyer's own judgment and that of any contractors or inspectors engaged by Buyer to review, evaluate and inspect the Property. The provisions of Section 10.2 shall survive Closing.

10.3 Condition of Property/Seller Acknowledgements. Seller acknowledges and agrees that in reference to the physical condition of the Property, Seller agrees to: (a) disclose in writing to Buyer defects in the Property known to Seller that materially affect the value of the Property that cannot be discovered by a reasonable inspection by an ordinary prudent Buyer; (b) carefully review, complete, and provide to Buyer a written Seller property condition disclosure as stated in Section 7(a); (c) deliver the Property to Buyer in substantially the same general condition as it was on the date of Acceptance, as defined in Section 23, ordinary wear and tear excepted; (d) deliver the Property to Buyer in broom-clean condition and free of debris and personal belongings; and (e) repair any Seller or tenant moving-related damage to the Property at Seller's expense. The provisions of Section 10.3 shall survive Closing.

11. FINAL PRE-SETTLEMENT WALK-THROUGH INSPECTION. No earlier than seven (7) calendar days prior to Settlement, and upon reasonable notice and at a reasonable time, Buyer may conduct a final pre-Settlement walk-through inspection of the Property to determine only that the Property is "as represented," meaning that the items referenced in Sections 1.1, 1.2 and 8.1(b)(ii) ("the items") are respectively present, repaired or corrected as agreed. The failure to conduct a walk-through inspection or to claim that an item is not as represented shall not constitute a waiver by Buyer of the right to receive, on the date of possession, the items as represented.

12. CHANGES DURING TRANSACTION. Seller agrees that except as provided in Section 12.5 below, from the date of Acceptance until the date of Closing the following additional items apply:

12.1 Alterations/Improvements to the Property. No substantial alterations or improvements to the Property shall be made or undertaken without prior written consent of Buyer.

12.2 Financial Encumbrances/Changes to Legal Title. No further financial encumbrances to the Property shall be made, and no changes in

the legal title to the Property shall be made without the prior written consent of Buyer.

12.3 Property Management Agreements. No changes to any existing property management agreements shall be made and no new property management agreements may be entered into without the prior written consent of Buyer.

12.4 Long-Term Lease or Rental Agreements. No changes to any existing tenant lease or rental agreements shall be made and no new long-term lease or rental agreements, as defined in Section 6.1(a), may be entered into without the prior written consent of Buyer.

12.5 Short-Term Rental Bookings. If the Property is made available for short-term rental bookings as defined in Section 6.1(b), Seller **MAY NOT** after the Seller Disclosure Deadline continue to accept short-term rental bookings for guest use of the property without the prior written consent of Buyer

13. AUTHORITY OF SIGNERS. If Buyer or Seller is a corporation, partnership, trust, estate, limited liability company or other entity, the person signing the REPC on its behalf warrants his or her authority to do so and to bind Buyer and Seller.

14. COMPLETE CONTRACT. The REPC together with its addenda, any attached exhibits, and Seller Disclosures (collectively referred to as the "REPC"), constitutes the entire contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties whether verbal or otherwise. The REPC cannot be changed except by written agreement of the parties.

15. MEDIATION. Any dispute relating to the REPC arising prior to or after Closing: ☐ SHALL ☒ MAY AT THE OPTION OF THE PARTIES first be submitted to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree before any settlement is binding. The parties will jointly appoint an acceptable mediator and share equally in the cost of such mediation. If mediation fails, the other procedures and remedies available under the REPC shall apply. Nothing in this Section 15 prohibits any party from seeking emergency legal or equitable relief, pending mediation. The provisions of this Section 15 shall survive Closing.

16. DEFAULT.

16.1 Buyer Default. If Buyer defaults, Seller may elect one of the following remedies: (a) cancel the REPC and retain the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages; (b) maintain the Earnest Money Deposit, or Deposits, if applicable, in trust and sue Buyer to specifically enforce the REPC; or (c) return the Earnest Money Deposit, or Deposits, if applicable, to Buyer and pursue any other remedies available at law.

16.2 Seller Default. If Seller defaults, Buyer may elect one of the following remedies: (a) cancel the REPC, and in addition to the return of the Earnest Money Deposit, or Deposits, if applicable, Buyer may elect to accept from Seller, as liquidated damages, a sum equal to the Earnest Money Deposit, or Deposits, if applicable; or (b) maintain the Earnest Money Deposit, or Deposits, if applicable, in trust and sue Seller to specifically enforce the REPC; or (c) accept a return of the Earnest Money Deposit, or Deposits, if applicable, and pursue any other remedies available at law. If Buyer elects to accept liquidated damages, Seller agrees to pay the liquidated damages to Buyer upon demand.

17. ATTORNEY FEES AND COSTS/GOVERNING LAW. In the event of litigation or binding arbitration arising out of the transaction contemplated by the REPC, the prevailing party shall be entitled to costs and reasonable attorney fees. However, attorney fees shall not be awarded for participation in mediation under Section 15. This contract shall be governed by and construed in accordance with the laws of the State of Utah. The provisions of this Section 17 shall survive Closing.

18. NOTICES. Except as provided in Section 23, all notices required under the REPC must be: (a) in writing; (b) signed by the Buyer or Seller giving notice; and (c) received by the Buyer or the Seller, or their respective agent, or by the brokerage firm representing the Buyer or Seller, no later than the applicable date referenced in the REPC.

19. NO ASSIGNMENT. The REPC and the rights and obligations of Buyer hereunder, are personal to Buyer. The REPC may not be assigned by Buyer without the prior written consent of Seller. Provided, however, the transfer of Buyer's interest in the REPC to any business entity in which Buyer holds a legal interest, including, but not limited to, a family partnership, family trust, limited liability company, partnership, or corporation (collectively referred to as a "Permissible Transfer"), shall not be treated as an assignment by Buyer that requires Seller's prior written consent. Furthermore, the inclusion of "and/or assigns" or similar language on the line identifying Buyer on the first page of the REPC shall constitute Seller's written consent only to a Permissible Transfer.

20. INSURANCE & RISK OF LOSS.

20.1 Insurance Coverage. As of Closing, Buyer shall be responsible to obtain casualty and liability insurance coverage on the Property in amounts acceptable to Buyer and Buyer's Lender, if applicable.

20.2 Risk of Loss. If prior to Closing, any part of the Property is damaged or destroyed by fire, vandalism, flood, earthquake, or act of God, the risk of such loss or damage shall be borne by Seller; provided however, that if the cost of repairing such loss or damage would exceed ten percent (10%) of the Purchase Price referenced in Section 2, either Seller or Buyer may elect to cancel the REPC by providing written notice to the other party, in which instance the Earnest Money Deposit, or Deposits, if applicable, shall be returned to Buyer.

21. TIME IS OF THE ESSENCE. Time is of the essence regarding the dates set forth in the REPC. Extensions must be agreed to in writing by all parties. Unless otherwise explicitly stated in the REPC: (a) performance under each Section of the REPC which references a date shall absolutely be required by 5:00 PM Mountain Time on the stated date; and (b) the term "days" and "calendar days" shall mean calendar days and shall be counted beginning on the day following the event which triggers the timing requirement (e.g. Acceptance). Performance dates and times referenced herein shall not be binding upon title companies, lenders, appraisers and others not parties to the REPC, except as otherwise agreed to in writing by such non-party.

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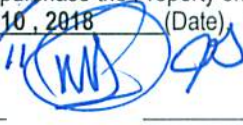
22. **ELECTRONIC TRANSMISSION AND COUNTERPARTS.** The REPC may be executed in counterparts. Signatures on any of the Documents, whether executed physically or by use of electronic signatures, shall be deemed original signatures and shall have the same legal effect as original signatures.

23. **ACCEPTANCE.** "Acceptance" occurs **only** when **all** of the following have occurred: (a) Seller or Buyer has signed the offer or counteroffer where noted to indicate acceptance; and (b) Seller or Buyer or their agent has communicated to the other party or to the other party's agent that the offer or counteroffer has been signed as required.

24. **CONTRACT DEADLINES.** Buyer and Seller agree that the following deadlines shall apply to the REPC:

(a) Seller Disclosure Deadline	<u>July 13, 2018</u>	(Date)
(b) Due Diligence Deadline	<u>July 16, 2018</u>	(Date)
(c) Financing & Appraisal Deadline	<u>N/A</u>	(Date)
(d) Settlement Deadline	<u>October 31, 2018</u>	(Date)

25. **OFFER AND TIME FOR ACCEPTANCE.** Buyer offers to purchase the Property on the above terms and conditions. If Seller does not accept this offer by: 5:00 [] AM [X] PM Mountain Time on July 10, 2018 (Date), this offer shall lapse; and the Brokerage shall return any Earnest Money Deposit to Buyer.

	<u>7/2/18</u>		
(Buyer's Signature)	(Date)	(Buyer's Signature)	(Date)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

- [X] **ACCEPTANCE OF OFFER TO PURCHASE:** Seller Accepts the foregoing offer on the terms and conditions specified above.
- [] **COUNTEROFFER:** Seller presents for Buyer's Acceptance the terms of Buyer's offer subject to the exceptions or modifications as specified in the attached ADDENDUM NO. _____.
- [] **REJECTION:** Seller rejects the foregoing offer.

	<u>7/11/18</u>	<u>4 PM</u>	
(Seller's Signature)	(Date)	(Time)	
(Seller's Signature)	(Date)	(Time)	

THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL,
EFFECTIVE SEPTEMBER 1, 2017. AS OF JANUARY 1, 2018, IT WILL REPLACE AND SUPERSEDE THE PREVIOUSLY APPROVED VERSION OF THIS FORM.

**ADDENDUM NO.
1 TO
REAL ESTATE PURCHASE CONTRACT**

THIS IS AN ☒ **ADDENDUM** ☐ **COUNTEROFFER** to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of July 2, 2018, including all prior addenda and counteroffers, between PARK CITY MUNICIPAL CORPORATION as Buyer, and THE SAVAGE FAMILY REVOCABLE TRUST as Seller, regarding the Property located at 8789 Marsac Avenue a/k/a EHU Unit of the Ironwood at Deer Valley, Phase II, Park City, Utah. The following terms are hereby incorporated as part of the REPC:

1. City Council Approval. Sale of this property is conditioned upon approval of the sale by the Park City Council prior to July 31, 2018, in an open and public meeting.

BUYER AND SELLER AGREE THAT THE CONTRACT DEADLINES REFERENCED IN SECTION 24 OF THE REPC (CHECK APPLICABLE BOX): ☒ REMAIN UNCHANGED ☐ ARE CHANGED AS FOLLOWS: _____

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same. ☒ Seller ☐ Buyer shall have until 5:00 ☐ AM ☒ PM Mountain Time on July 19, 2018, to accept the terms of this ADDENDUM in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in this ADDENDUM shall lapse.

☒ Buyer ☐ Seller Signature

(Date)

(Time)

☐ Buyer ☐ Seller Signature

(Date)

(Time)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

☒ **ACCEPTANCE:** ☐ Seller ☐ Buyer hereby accepts the terms of this ADDENDUM.

☐ **COUNTEROFFER:** ☐ Seller ☐ Buyer presents as a counteroffer the terms of attached ADDENDUM NO. _____.

(Signature)

(Date)

(Time)

(Signature)

(Date)

(Time)

☐ **REJECTION:** ☐ Seller ☐ Buyer rejects the foregoing ADDENDUM.

(Signature)

(Date)

(Time)

(Signature)

(Date)

(Time)

**ADDENDUM
NO. 2 TO
REAL ESTATE PURCHASE CONTRACT**

THIS IS AN ☒ ADDENDUM ☐ COUNTEROFFER to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of July 2, 2018, including all prior addenda and counteroffers, between

PARK CITY MUNICIPAL CORPORATION as Buyer, and **THE SAVAGE FAMILY REVOCABLE TRUST** as Seller, regarding the Property located at 8789 Marsac Avenue a/k/a EHU Unit of the Ironwood at Deer Valley, Phase II, Park City, Utah. The following terms are hereby incorporated as part of the REPC:

1. **Section 4.2, Special Assessments** shall be amended to read: Any assessments for capital improvements as approved by the homeowner's association ("HOA") (pursuant to HOA governing documents) or as assessed by a municipality or special improvement district, prior to the Settlement Deadline shall be paid for by: ☐ Seller ☐ Buyer ☐ Split Equally Between Buyer and Seller ☒ Other (explain) Buyer shall pay the single pending special assessment related to the roofing in the amount of \$28,188.65. Seller shall pay all ordinary HOA fees and dues until closing. The provisions of this Section 4.2 shall survive Closing. Buyer shall pay any new or amended HOA assessments not to exceed \$20,000. Any larger additional assessment is subject to City Council approval, which if not approved shall have the same effect as termination of the contract pursuant to Addendum No. 1.
2. **Section 4.3 (a), Escrow Fees, is hereby amended to read:** "Buyer shall pay all fees charged by the escrow/closing office or its services in the settlement/closing process. The provisions of this Section 4.3(a) shall survive Closing."
3. **Section 6.2, Title Insurance, is hereby amended to read:** "At Settlement, Buyer agrees to pay for and cause to be issued in favor of Buyer, through the title insurance agency that issued the Commitment (the "Issuing Agent"), the most current version of the ALTA Homeowner's Policy of Title Insurance (the "Homeowner's Policy"). If the Homeowner's Policy is not available through the Issuing Agent, Buyer and Seller further agree as follows: (a) Buyer agrees to pay for the Homeowner's Policy if available through any other title insurance agency selected by Buyer; (b) if the Homeowner's Policy is not available either through the Issuing Agent or any other title insurance agency, then Buyer agrees to pay for, and Buyer agrees to accept, the most current available version of an ALTA Owner's Policy of Title Insurance ("Owner's Policy") available through the Issuing Agent."
4. All other aspects of the Real Estate Purchase Contract shall remain in full force and effect.

BUYER AND SELLER AGREE THAT THE CONTRACT DEADLINES REFERENCED IN SECTION 24 OF THE REPC (CHECK APPLICABLE BOX): ☒ REMAIN UNCHANGED ☐ ARE CHANGED AS FOLLOWS:

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same. ☒ Seller ☐ Buyer shall have until **5:00** ☐ AM ☒ PM Mountain Time on July 16, 2018, to accept the terms of this ADDENDUM in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in this ADDENDUM shall lapse.

☒ Buyer ☐ Seller Signature

(Date) (Time)
(Time)

☐ Buyer ☒ Seller Signature

(Date)

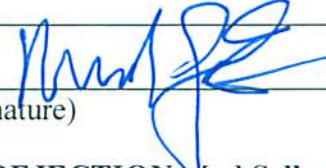
ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK

ONE:

☒ ACCEPTANCE: ☐ Seller ☐ Buyer hereby accepts the terms of this ADDENDUM.

☐ COUNTEROFFER: ☐ Seller ☐ Buyer presents as a counteroffer the terms of attached ADDENDUM NO. _____.

 7/11/15 4 PM
(Signature) (Date) (Time) (Signature) (Date) (Time)

☐ REJECTION: ☐ Seller ☐ Buyer rejects the foregoing ADDENDUM.

(Signature) (Date) (Time) (Signature) (Date) (Time)

THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE
OFFICE OF THE UTAH ATTORNEY GENERAL, EFFECTIVE AUGUST 5, 2003. IT
REPLACES AND SUPERSEDES ALL PREVIOUSLY APPROVED VERSIONS OF THIS
FORM.

Council Agenda Item Report

Meeting Date: July 19, 2018

Submitted by: Jenny Diersen

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section: OLD BUSINESS

Subject:

Consideration of Applicant's (Park City Performing Arts Foundation dba Park City Institute) Request to Amend a Level 3 Special Event Permit Granted on May 17, 2018, Regarding the Potential Relocation of Six (6) of the Big Stars Bright Night Concert Dates (8/5, 8/11, 8/12, 8/16, 8/24 and 9/2) From Quinn's Junction Recreation Fields to City Park.

(A) Public Hearing (B) Continue to August 2, 2018, or Special Meeting

Suggested Action:

Attachments:

Council Agenda Item Report

Meeting Date: July 19, 2018

Submitted by: Tippe Morlan

Submitting Department: Planning

Item Type: Ordinance

Agenda Section: OLD BUSINESS

Subject:

Consideration to Approve Ordinance 2018-43, an Ordinance Amending the Land Management Code of Park City, Utah, Chapters 15-2.1 Historic Residential-Low Density (HRL); 15-2.2 Historic Residential (HR-1); 15-2.3 Historic Residential (HR-2); 15-2.4 Historic Residential Medium District (HRM); 15-2.5 Historic Recreation Commercial (HRC); 15-2.6 Historic Commercial Business (HCB); 15-2.7 Recreation and Open Space (ROS); 15-2.8 Protected Open Space (POS); 15-2.9 Rural Estate (E-40); 15-2.10 Estate (E); 15-2.11 Single Family (SF); 15-2.12 Residential (R-1); 15-2.13 Residential Development (RD); 15-2.14 Residential Development-Medium Density (RDM); 15-2.15 Residential- Medium Density (RM); 15-2.16 Recreation Commercial (RC); 15-2.18 General Commercial (GC); 15-2.19 Light Industrial (LI); 15-2.22 Public Use Transition (PUT); 15-2.23 Community Transition (CT); 15-3 Off-Street Parking; 15-4 Supplemental Regulations; and 15-15 Defined Terms, to Update References to Setbacks and Yards
(A) Public Hearing (B) Action

Suggested Action:

Attachments:

[PL-18-03867 LMC Yard and Setbacks Definitions CC Report 07.19.18 Final.pdf](#)

City Council Staff Report



PLANNING DEPARTMENT

Subject: Setback and Yard Definitions
Author: Tippe Morlan, AICP, Planner II
Liz Jackson, Planning Technician
Laura Newberry, Planning Technician
Date: July 19, 2018
Type of Item: Legislative – LMC Amendment

Description

Project Number:	PL-18-03867
Applicant:	Park City Planning Department
Affected LMC Chapters:	15-2 Zoning Districts 15-3 Off-Street Parking 15-4 Supplemental Regulations 15-15 Defined Terms
Reason for Review:	LMC Amendments require Planning Commission review, and City Council review and action.

Summary Recommendation

Staff recommends that the City Council review and **approve** the proposed LMC amendments relating to Setbacks and Yards as described in this staff report and reflected in the Draft Ordinance.

The Planning Commission issued a **positive** recommendation at the June 13, 2018 Planning Commission meeting.

Executive Summary

The applicant is requesting an amendment to the existing Land Management Code (LMC) relating to Setbacks and Yards. The proposed amendment affects the following LMC Chapters 15-2 Zoning Districts, 15-3 Off-Street Parking, 15-4 Supplemental Regulations, and 15-5 Defined Terms as described in this report.

During the [June 13, 2018 Planning Commission meeting](#), the Commission reviewed the proposed LMC Amendments and recommended approval with a unanimous vote. The Commission also directed staff to amend the definition of Setback to include Right-of-Way lines and other lines Setbacks can be measured from as stated in the LMC. This item was also originally scheduled for the July 12, 2018 City Council meeting, but this review was postponed by one week due to the length of the Council agenda.

Background

The terms Setback and Yard (Front, Rear, and Side) are used inconsistently within the LMC. They have been used interchangeably in multiple sections, causing confusion among members of the public and difficulty interpreting the LMC by the Planning

Department staff and applicants. Staff has reviewed the existing usage of these terms in the LMC and requests to amend the following:

1. Setback and Yard Definitions
2. Replacing the term Yard with Setback when it is used to reflect Setback requirements
3. Replacing unclear and unreadable Setback and Yard images

These amendments are proposed to provide clarity and consistency in the LMC.

Analysis 1 –Setback and Yard Definitions

The main difference between a Setback and a Yard is that a Setback is defined by the parameters of a Lot specific to the Zone, and a Yard is defined by the location of the Main Structure on a Lot. There does not need to be any Structure on a Lot for it to have Setback standards, while Yards do not exist until a Structure is located on a Lot.

The proposed definitions below aim to clarify these differences and are a result of extensive research of development codes and zoning codes from comparable resort communities. A majority of the redlines found in Exhibit A – Attachment 1 update the term Yard to Setback in any necessary places. These replacements are areas of the LMC where the code uses the term Yard to refer to the minimum Setback requirements for a Lot as opposed to requirements for a Yard defined by a Structure on a lot.

Additionally, Property Lines are not the only areas from which a Setback distance is measured, as was discussed at the Planning Commission meeting. The Commission directed staff to amend the definition to reflect this, and the updated definition is proposed below.

Current Definition of Setback	Proposed Definition of Setback
The required minimum distance between a Building Pad and the closest of the following: 1. Property Line; 2. platted Street; or 3. existing curb or edge of a Street.	SETBACK. The required minimum distance as established by the Zoning District between a Building Pad Structure and the closest of the following: 1. Property Line; 2. platted Street or Right of Way; or 3. existing curb or edge of a Street.

Current Definition of Yard	Proposed Definition of Yard
1. Yard, Front. The Area between the front of the closest Building and the Front Lot Line or closer Right-of-Way, extending the full width of the Lot. The “depth” of the Front Yard is the minimum distance between the Front Lot Line and the front line of the closest Structure.	YARD. The portion of a Lot between any Property Line and the nearest point of the Main Building. 1. Yard, Front. A yard extending across the full width of the Lot between the Front Lot Line and the nearest line or point of the Building. The Area between the front of the

2. Yard, Rear. The Area between the rear line of the closest Building and the Rear Lot Line, or closer Right-of-Way, and extending the full width of the Lot. The “depth” of the Rear Yard is the minimum distance between the Rear Lot Line and the rear line of the closest Structure. 3. Yard, Side. The Area between the side line of the Building and the Side Lot Line and extending from the Front Yard to the Rear Yard. The “width” of the Side Yard shall be the minimum distance between the Side Lot Line and the side line of the closest Structure. See the following illustration:	closest Building and the Front Lot Line or closer Right-of-Way, extending the full width of the Lot. The “depth” of the Front Yard is the minimum distance between the Front Lot Line and the front line of the closest Structure. 2. Yard, Rear. A yard extending across the full width of the Lot between the Rear Lot Line and the nearest line or point of the Building. The Area between the rear line of the closest Building and the Rear Lot Line, or closer Right-of-Way, and extending the full width of the Lot. The “depth” of the Rear Yard is the minimum distance between the Rear Lot Line and the rear line of the closest Structure. 3. Yard, Side. A yard extending from the Front Yard to the Rear Yard between the Side Lot Line and the nearest line or point of the Building. The Area between the side line of the Building and the Side Lot Line and extending from the Front Yard to the Rear Yard. The “width” of the Side Yard shall be the minimum distance between the Side Lot Line and the side line of the closest Structure.
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Analysis 2 – Replacing the term Yard with Setback

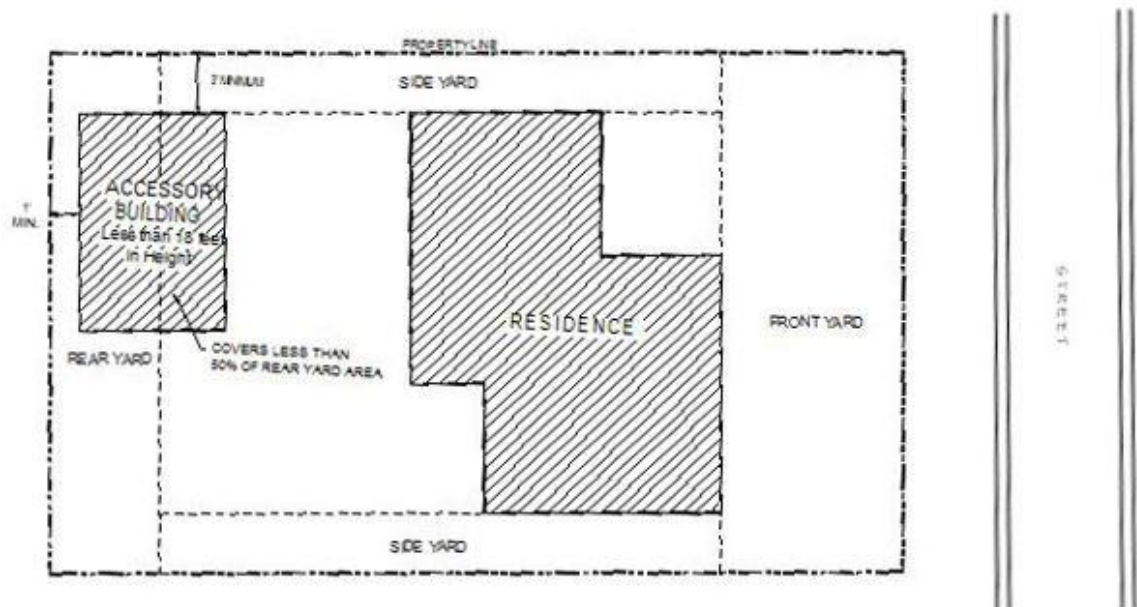
In accordance with the conflation of the terms Setback and Yard as described above, staff finds that the term “Yard” is used in reference to Setback regulations throughout the LMC. In order to provide clarity, the proposed amendment replaces the term “Yard” with the term “Setback” in all applicable instances. This occurs in twenty-three (23) separate Sections of the LMC and affects twenty (20) Zoning Districts.

The proposed redlines for these Sections of the LMC replace the term “Yard” with the term “Setback” when it is used in reference to a Setback regulation (see the complete set of Redlines in the attached Exhibit A – Attachment 1).

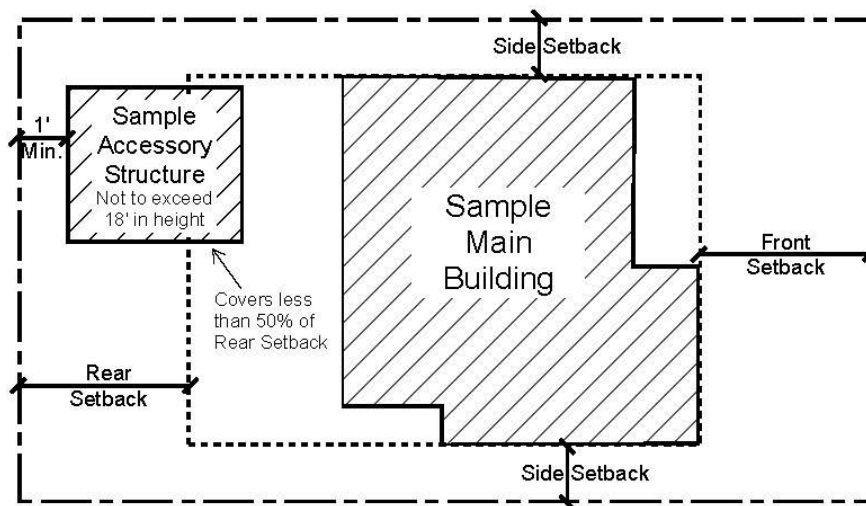
Analysis 3 – Replacing Setback and Yard Images

In the LMC, staff has found several images which refer to Setbacks and Yards that contain the incorrect term and/or are difficult to read due to image quality. The proposed images below clarify these issues.

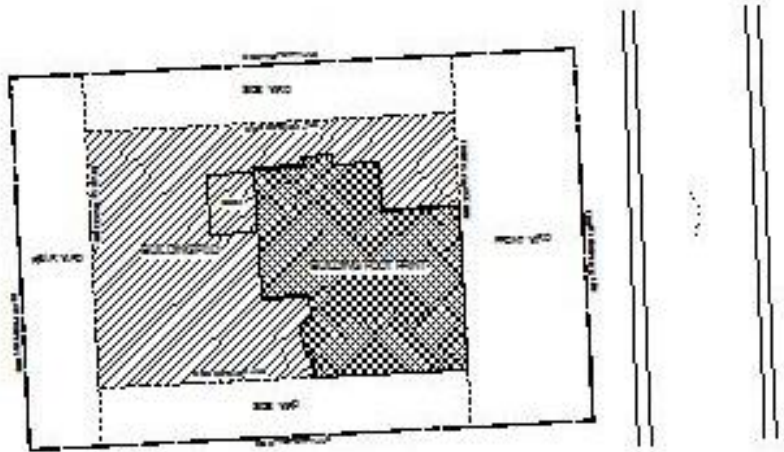
Existing Image 1 – This image appears in the Rear Setback Exceptions throughout Chapter 2 of the LMC. This is one example where the term Yard was used in place of Setback, even within LMC graphics. Additionally, the image is blurry and difficult to read.



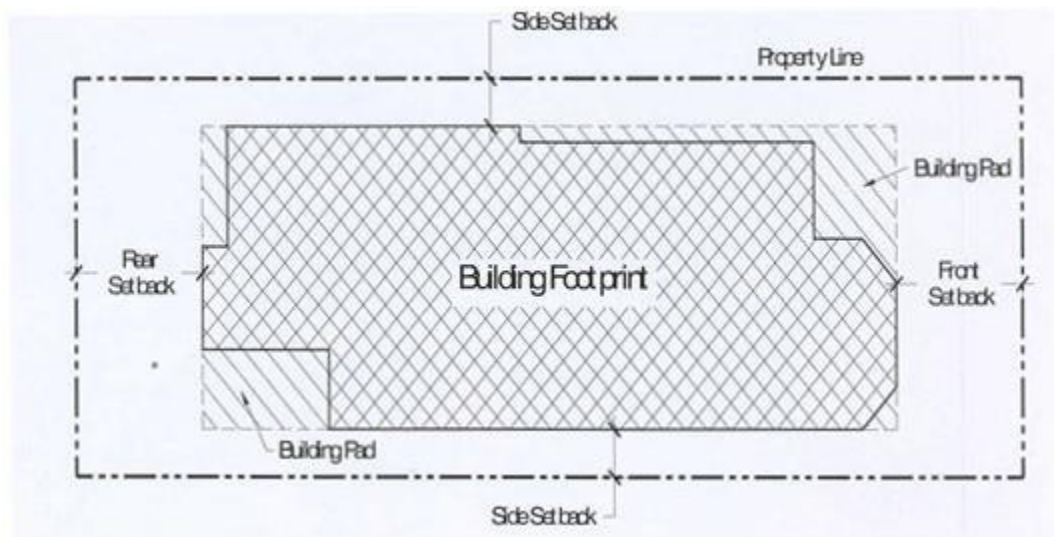
Proposed Image 1 – This image will be used to replace the above Existing Image 1 in all instances to provide a clearer, easier to read image. The main change in this image is to change the term Yard to Setback since Yards encompass the entire area from the Property Line to a Main Structure while Setbacks are the minimum regulated areas measured from the Property Line inward.



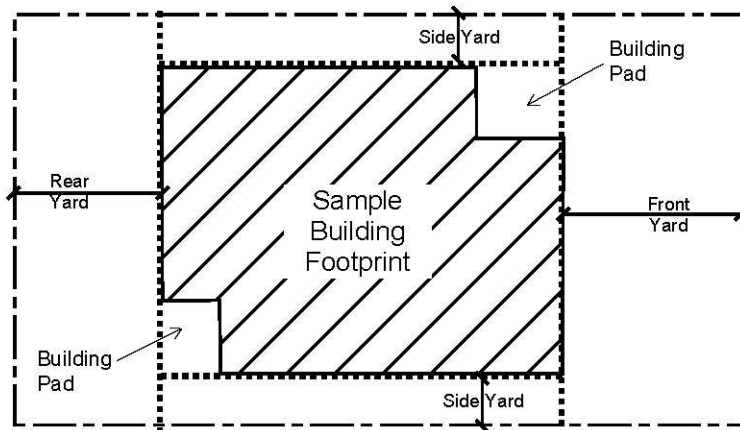
Existing Image 2 – This image appears in Chapter 15 of the LMC in both the definition of Building Pad and in the definition of Yard. It is extremely blurry and illegible, and it uses the term Yard to define Setback areas.



Proposed Image 2 – This image will only be used to replace the above Existing Image 2 in the Definition of Building Pad and comes from existing Building Footprint requirements in Chapter 2 of the LMC. It is much easier to read and shows the Building Pad in a clearer manner.

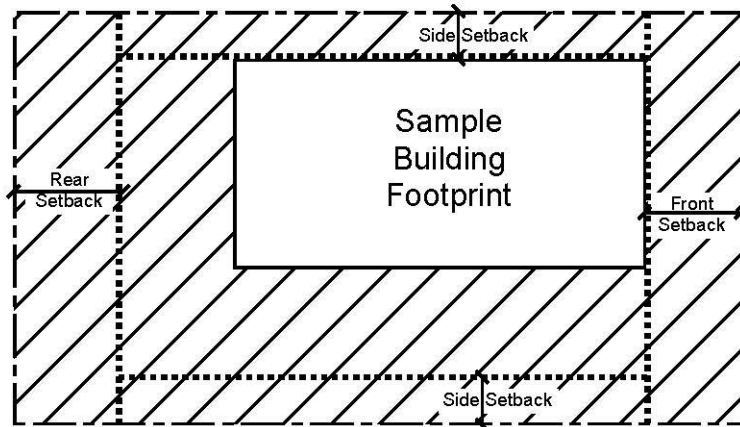


Proposed Image 3 – This image will only be used to replace the above Existing Image 2 in the Definition of Yard. This updates the image to reflect the proposed definitions of Yard above by showing the entire Yard area from the Property Line to the Main Structure as opposed to the area from the Property Line to the minimum regulated Setback area which was previously shown.



Proposed Image 4 – This image is proposed to be added to all applicable Side Setback Exceptions in Chapter 2 of the LMC to add clarity to Lot and Site Requirements. Additionally, this image is proposed to be added to the definition of Setback providing a clear visual increasing its readability and usability. This image shows that Setbacks do not encompass the entire area from a Property Line to a Structure.

 = Yards



Process

LMC amendments are processed according to LMC § 15-1-7. Amendments to the LMC require Planning Commission review and recommendation and City Council review and adoption. City Council final action may be appealed to a court of competent jurisdiction per LMC § 15-1-18. A public hearing is required by both the Planning Commission and City Council, with proper notice.

Notice

Legal notice of a public hearing was posted in the required public spaces and public notice websites and published in the Park Record on May 24, 2018 and May 26, 2018, per requirements of the Land Management Code.

Alternatives

- The City Council may adopt the recommended language.
- The City Council may amend and then adopt the amended language.
- The City Council may reject the recommended language and direct staff to make Findings for this decision.
- The City Council may continue the discussion on the recommended language.
- The City Council may remand the item back to the Planning Commission for specific discussion.

Significant Impacts

There are no significant fiscal or environmental impacts to the City from these proposed LMC Amendments. These changes simply provide clarification of current LMC language to reflect its usage in practice.

Summary Recommendation

Staff recommends the City Council review the proposed LMC Amendments, as described in this staff report and reflected in the Draft Ordinance. Staff recommends that City Council open a public hearing, and consider **approving** the Draft Ordinance.

Exhibits

Exhibit A – Proposed Draft Ordinance, including Attachment 1: Proposed Redlines

Exhibit A – Draft Ordinance

Ordinance No. 2018-XX

AN ORDINANCE AMENDING THE LAND MANAGEMENT CODE OF PARK CITY, UTAH, AMENDING 15-2.1 HISTORIC RESIDENTIAL-LOW DENSITY (HRL); 15-2.2 HISTORIC RESIDENTIAL (HR-1); 15-2.3 HISTORIC RESIDENTIAL (HR-2) DISTRICT; 15-2.4 HISTORIC RESIDENTIAL MEDIUM DISTRICT (HRM); 15-2.5 HISTORIC RECREATION COMMERCIAL (HRC) DISTRICT; 15-2.6 HISTORIC COMMERCIAL BUSINESS (HCB) DISTRICT; 15-2.7 RECREATION AND OPEN SPACE (ROS); 15-2.8 PROTECTED OPEN SPACE (POS); 15-2.9 RURAL ESTATE (E-40); 15-2.10 ESTATE (E); 15-2.11 SINGLE FAMILY (SF); 15-2.12 RESIDENTIAL (R-1); 15-2.13 RESIDENTIAL DEVELOPMENT (RD) DISTRICT; 15-2.14 RESIDENTIAL DEVELOPMENT-MEDIUM DENSITY (RDM) DISTRICT; 15-2.15 RESIDENTIAL-MEDIUM DENSITY (RM); 15-2.16 RECREATION COMMERCIAL (RC) DISTRICT; 15-2.18 GENERAL COMMERCIAL (GC) DISTRICT; 15-2.19 LIGHT INDUSTRIAL (LI) DISTRICT; 15-2.22 PUBLIC USE TRANSITION (PUT) DISTRICT; 15-2.23 COMMUNITY TRANSITION (CT) DISTRICT; 15-3 OFF-STREET PARKING; 15-4 SUPPLEMENTAL REGULATIONS; AND 15-15 DEFINED TERMS TO UPDATE REFERENCES TO SETBACKS AND YARDS.

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 promote unique experiences for residents and visitors.

WHEREAS, the City reviews the Land Management Code on a regular basis and identifies necessary amendments to address planning and zoning issues that have come up; to address specific LMC issues raised by staff, Planning Commission, and City Council; and to align the Code with the Council's goals; and

WHEREAS, these proposed Land Management Code (LMC) amendments were reviewed for consistency with the Park City General Plan; and

WHEREAS, Section 15-2 provides land use regulations including Setbacks for all Zoning Districts; and

WHEREAS, Section 15-3 provides land use regulations including Setbacks for off-street parking; and

WHEREAS, Section 15-4 provides land use regulations including Setbacks for fences and retaining walls and for child care facilities; and

WHEREAS, Section 15-15 provides definitions of terms, how words shall be used, interpreted, and defined as set forth in the Land Management Code; and

WHEREAS, on May 26, 2018, legal notice was published in the Park Record as required by the Land Management Code; and

WHEREAS, the Planning Commission duly noticed and conducted public hearings at the regularly scheduled meeting on June 13, 2018 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 July 12, 2018 and on July 19, 2018; and

WHEREAS, it is in the best interest of the residents and visitors of Park City, Utah to amend the Land Management Code to be consistent with the values and goals of the Park City General Plan and the Park City Council; to protect health and safety and maintain the quality of life for its residents and visitors.

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 15-2 Zoning Districts Section 15-2.1-3, 15-2.2-3, 15-2.3-4, 15-2.3-8, 15-2.3-10, 15-2.4-4, 15-2.4-5, 15-2.4-9, 15-2.5-3, 15-2.5-11, 15-2.6-3, 15-2.6-5, 15-2.7-3, 15-2.8-3, 15-2.9-3, 15-2.10-3, 15-2.11-3, 15-2.12-3, 15-2.12-4, 15-2.13-3, 15-2.13-4, 15-2.14-3, 15-2.15-3, 15-2.15-4, 15-2.16-3, 15-2.16-5, 15-2.16-8, 15-2.18-3, 15-2.19-5, 15-2.22-3, and 15-2.23-3. The recitals above are incorporated herein as findings of fact. The applicable Sections of the Land Management Code of Park City is hereby amended as redlined (see Attachment 1);

Section 2. AMENDMENTS TO TITLE 15 - Land Management Code Chapter 15-3 General Parking Area And Driveway Standards 15-3-3 and 15-3-4. The recitals above are incorporated herein as findings of fact. The applicable Sections of the Land Management Code of Park City is hereby amended as redlined (see Attachment 1);

Section 3. AMENDMENTS TO TITLE 15 - Land Management Code Chapter 15-4 Supplemental Regulations Section 15-4-2 and 15-4-9. The recitals above are incorporated herein as findings of fact. The applicable Sections of the Land Management Code of Park City is hereby amended as redlined (see Attachment 1);

Section 4. AMENDMENTS TO TITLE 15 - Land Management Code Chapter 15 Defined Terms Section 15-15-1. The recitals above are incorporated herein as findings of fact. The applicable Sections of the Land Management Code of Park City is hereby amended as redlined (see Attachment 1).

SECTION 5. EFFECTIVE DATE. This Ordinance shall be effective upon publication.

PASSED AND ADOPTED this 19th day of July, 2018

PARK CITY MUNICIPAL CORPORATION

Andy Beerman, Mayor

Attest:

City Recorder

Approved as to form:

Mark Harrington, City Attorney

15-2.1 Historic Residential-Low Density (HRL) District**15-2.1-3 Lot And Site Requirements**

- C. **BUILDING PAD (HRL DISTRICT)**. The Building Pad is the Lot Area minus required Front, Rear and Side ~~Yard~~ **Setback** Areas.

- D. **BUILDING FOOTPRINT (HRL DISTRICT)**.

TABLE 15-2.1.

Lot Depth ≤ ft. **	Lot Width, ft. up to:	Side Yards Setbacks Min. Total		Lot Area Sq. ft.	Bldg. Pad Sq. ft.	Max. Bldg. Footprint Sq. ft.
75 ft.	37.5*	3 ft.	6 ft.	2,813	1,733	1,201
75 ft.	50.0	5 ft.	10 ft.	3,750	2,200	1,519
75 ft.	62.5	5 ft.	14 ft.	4,688	2,668	1,801
75 ft.	75.0	5 ft.	18 ft.	5,625	3,135	2,050
75 ft.	87.5	10 ft.	24 ft.	6,563	3,493	2,269
75 ft.	100.0	10 ft.	24 ft.	7,500	4,180	2,460
75 ft.	Greater than 100.0	10 ft.	30 ft.	Greater than 7,500	Per Setbacks and Lot Area	Per Formula

* for existing 25' wide lots, Use HR-1 standards.

** for lots > 75' in depth use Footprint formula and Table 15-2.1a for Front and Rear Setbacks.

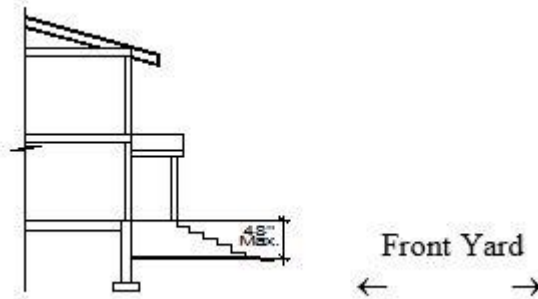
- E. **FRONT AND REAR ~~YARDS~~ **SETBACKS****. Front and Rear ~~Yards~~ **Setbacks** are as follows:

TABLE 15-2.1a

Lot Depth	Minimum Front/Rear Setback	Total of Setback
Up to 75 ft., inclusive	10 ft.	20 ft.
From 75 ft. to 100 ft.	12 ft.	25 ft.
Over 100 ft.	15 ft.	30 ft.

- F. **FRONT ~~YARD~~ **SETBACK** EXCEPTIONS**. The Front ~~Yard~~ **Setback** must be open and free of any Structure except:

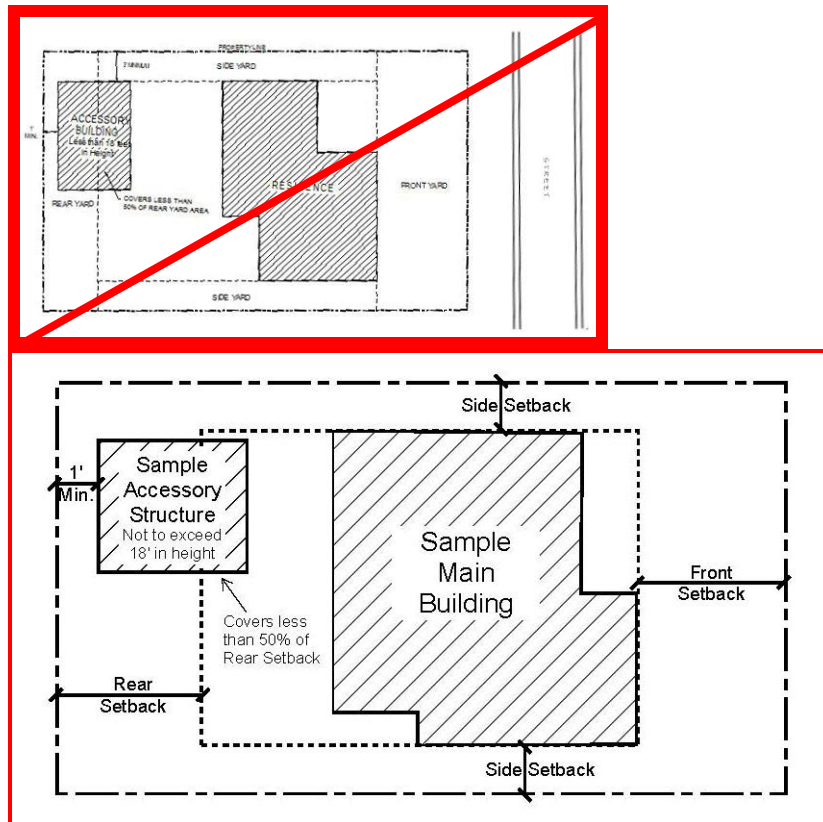
1. Fences and walls not more than four feet (4') in height, or as permitted in Section 15-4-2 Fences and Walls. On Corner Lots, Fences more than three feet (3') in height are prohibited within twenty-five feet (25') of the intersection, at back of curb.
2. Uncovered steps leading to the Main Building,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



3. Decks, porches, or Bay Windows not more than ten feet (10') wide, projecting not more than three feet (3') into the Front ~~Yard-Setback~~.
4. Roof overhangs, eaves, or cornices projecting not more than three feet (3') into the Front ~~Yard-Setback~~.
5. Sidewalks and pathways.
6. Driveways leading to a garage or Parking Area. No portion of a Front Yard, except for patios, driveways, allowed Parking Areas and sidewalks, may be Hard-Surfaced or graveled.

G. REAR ~~YARD-SETBACK~~ EXCEPTIONS. The Rear ~~Yard-Setback~~ must be open and free of any Structure except:

1. Bay Windows not more than ten feet (10') wide, projecting not more than two feet (2') into the Rear ~~Yard-Setback~~.
2. Chimneys not more than five feet (5') wide, projecting not more than two feet (2') into the Rear ~~Yard-Setback~~.
3. Window wells or light wells extending not more than four feet (4') into the Rear ~~Yard-Setback~~.
4. Roof overhangs or eaves projecting not more than two feet (2') into the Rear ~~Yard-Setback~~.
5. Window sills, belt courses, cornices, trim, exterior siding, or other ornamental features projecting not more than six inches (6") into the Rear ~~Yard-Setback~~.
6. A detached Accessory Building not more than eighteen feet (18') in height, located a minimum of five feet (5') behind the front facade of the Main Building, and maintaining a minimum Rear ~~Yard~~ Setback of one foot (1'). Such Structure must not cover over fifty percent (50%) of the Rear ~~Yard~~ Setback. See the following illustration:



7. Hard-Surfaced Parking Areas subject to the same location requirements as a Detached Accessory Building.
8. Mechanical equipment (which must be screened), hot tubs, or similar Structures located at least three feet (3') from the Rear Lot Line.
9. Fences or walls as permitted in Section 15-4-2 Fences and Walls.
10. Patios, decks, pathways, steps, or similar Structures not more than thirty inches (30") above Final Grade, located at least one foot (1') from the Rear Lot Line.
11. Pathways or Steps connecting to a City staircase or pathway.

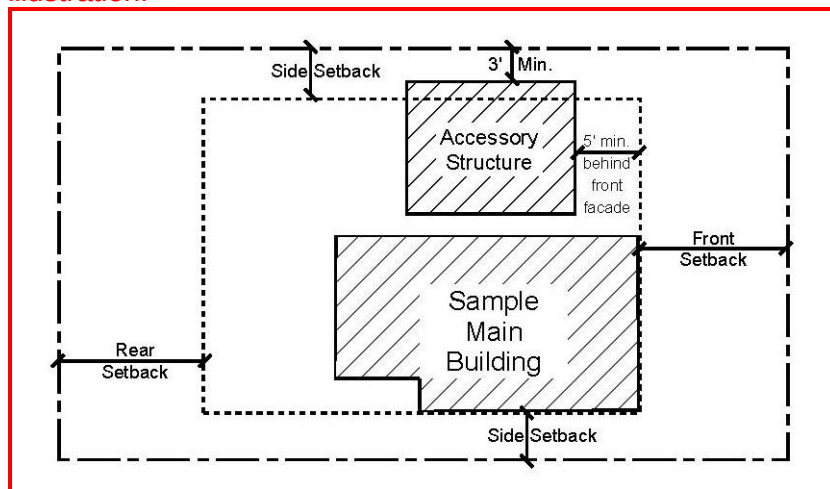
H. SIDE YARDS SETBACK.

1. The minimum Side ~~Yard~~-Setback is three feet (3'), but increases for Lots greater than thirty seven and one-half feet (37.5') in Width, as per Table 15-2.1.above.
2. On Corner Lots, the ~~minimum~~ Side Yard that faces a ~~side Street~~ or platted Right-of-Way is ~~considered a Front Yard~~ and the ~~minimum Setback~~ is five feet (5').

I. SIDE YARD SETBACK EXCEPTIONS. The Side ~~Yard~~-Setback must be open and free of any Structure except:

1. Bay Windows not more than ten feet (10') wide, projecting not more than two feet (2') into the Side ~~Yard~~-Setback.
2. Chimneys not more than five feet (5') wide, projecting not more than two feet (2') into the Side ~~Yard~~-Setback.
3. Window wells or light wells projecting not more than four feet (4') into the Side ~~Yard~~-Setback.¹

4. Roof overhangs or eaves projecting not more than two feet (2') into the Side ~~Yard~~ **Setback**. A one foot (1') eave overhang is permitted on Lots with a ~~side-Yard~~ **Side Setback** less than five feet (5').¹
5. Window sills, belt courses, trim, exterior siding, cornices, or other ornamental features projecting not more than six inches (6") into the Side ~~Yard~~ **Setback**.
6. Patios, decks, pathways, steps, or similar Structures not more than thirty inches (30") in height from Final Grade.
7. Fences or walls, as permitted in Section 15-4-2 Fences and Walls.
8. A driveway leading to a garage or Parking Area.
9. Pathways or steps connecting to a City staircase or pathway.
10. A detached Accessory Building, not more than eighteen feet (18') in height, located a minimum of five feet (5') behind the front Facade of the Main Building, maintaining a minimum Side ~~Yard~~ **Setback** of three feet (3'). See the following illustration:



11. Mechanical equipment (which must be screened), hot tubs, or similar Structures, located at least three feet (3') from the Side Lot Line.

¹Applies only to Lots with a Side ~~Yard~~ **Setback** of five feet (5') or greater.

15-2.2 Historic Residential (HR-1) District

15-2.2-3 Lot And Site Requirements

- C. **BUILDING PAD (HR-1 DISTRICT)**. The Building Pad is the Lot Area minus required Front, Rear, and Side ~~Yard~~ **Setback** Areas.

- D. **BUILDING FOOTPRINT (HR-1 DISTRICT)**.

TABLE 15-2.2.

Lot Depth < /= ft. *	Lot Width, ft. up to:	Side Yard Setback Min. Total		Lot Area Sq. ft.	Bldg. Pad Sq. ft.	Max. Bldg. Footprint Sq. ft.
75 ft.	25.0	3 ft.	6 ft.	1,875	1,045	844

75 ft.	37.5	3 ft.	6 ft.	2,813	1,733	1,201
75 ft.	50.0	5 ft.	10 ft.	3,750	2,200	1,519
75 ft.	62.5	5 ft.	14 ft.	4,688	2,668	1,801
75 ft.	75.0	5 ft.	18 ft.	5,625	3,135	2,050
75 ft.	87.5	10 ft.	24 ft.	6,563	3,493	2,269
75 ft.	100.0	10 ft.	24 ft.	7,500	4,180	2,460
75 ft.	Greater than 100.0	10 ft.	30 ft.	Greater than 75 ft.	Per Setbacks and Lot Area	Per Formula

*~~for~~ For Lots > 75' in depth use footprint formula and Table 15-2.2a for ~~front~~ Front and ~~rear~~ Rear Setbacks.

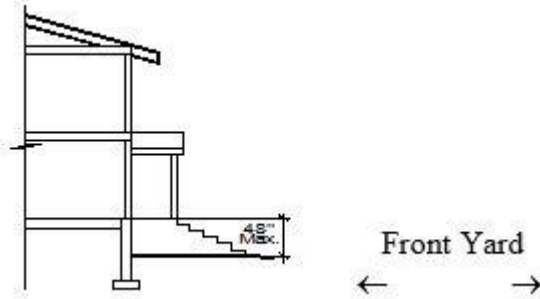
- E. **FRONT AND REAR ~~YARDS SETBACKS~~**. Front and Rear ~~Yards Setbacks~~ are as follows:

TABLE 15-2.2a

Lot Depth	Minimum Front/Rear Setback	Total of Setbacks
Up to 75 ft., inclusive	10 ft.	20 ft.
From 75 ft. to 100 ft.	12 ft.	25 ft.
Over 100 ft.	15 ft.	30 ft.

- F. **FRONT ~~YARD SETBACK EXCEPTIONS~~**. The Front ~~Yard Setback~~ must be open and free of any Structure except:
1. Fences or walls not more than four feet (4') in height, or as permitted in Section 15-4-2, Fences and Walls. On Corner Lots, Fences more than three feet (3') in height are prohibited within twenty-five feet (25') of the intersection, at back of curb.
 2. Uncovered steps leading to the Main Building; provided the steps are not more than four feet (4') in height from Final Grade, not including any required handrail, and do not cause any danger or hazard to traffic by obstructing the view of the

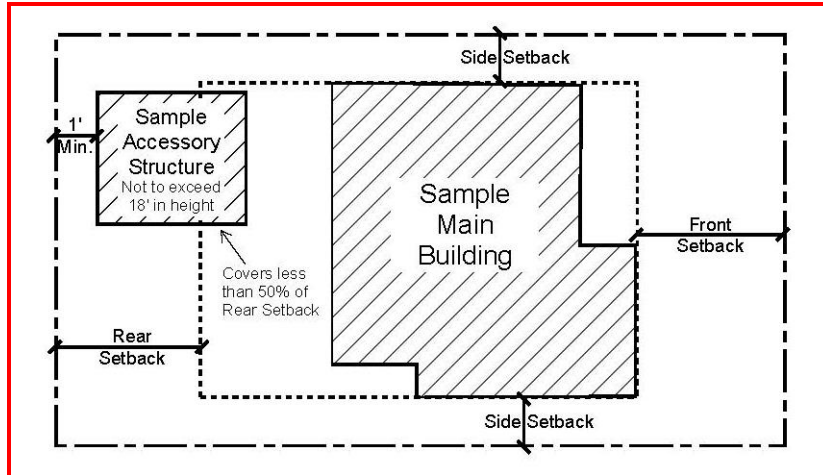
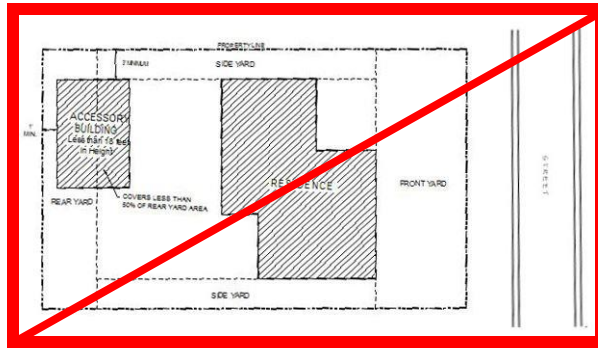
Street or intersection.



3. Decks, porches, or Bay Windows not more than ten feet (10') wide, projecting not more than three feet (3') into the Front ~~Yard~~ **Setback**.
4. Roof overhangs, eaves or cornices projecting not more than three feet (3') into the Front ~~Yard~~ **Setback**.
5. Sidewalks and pathways.
6. Driveways leading to a Garage or Parking Area. No portion of a Front Yard, except for patios, driveways, allowed Parking Areas and sidewalks, may be Hard-Surfaced or graveled.

G. **REAR ~~YARD~~ SETBACK EXCEPTIONS**. The Rear ~~Yard~~ **Setback** must be open and free of any Structure except:

1. Bay Windows not more than ten feet (10') wide, and projecting not more than two feet (2') into the Rear ~~Yard~~ **Setback**.
2. Chimneys not more than five feet (5') wide, projecting not more than two feet (2') into the Rear ~~Yard~~ **Setback**.
3. Window wells or light wells extending not more than four feet (4') into the Rear ~~Yard~~ **Setback**.
4. Roof overhangs or eaves projecting not more than two feet (2') into the Rear ~~Yard~~ **Setback**.
5. Window sills, belt courses, cornices, trim, exterior siding, or other ornamental features projecting not more than six inches (6") into the Rear ~~Yard~~ **Setback**.
6. A detached Accessory Building not more than eighteen feet (18') in height, located a minimum of five feet (5') behind the front facade of the Main Building, and maintaining a minimum Rear ~~Yard~~ **Setback** of one foot (1'). Such Structure must not cover over fifty percent (50%) of the Rear ~~Yard~~ **Setback**. See the following illustration:



7. A Hard-Surfaced Parking Area subject to the same location requirements as a Detached Accessory Building.
8. Mechanical equipment (which must be screened), hot tubs, or similar Structures located at least three feet (3') from the Rear Lot Line.
9. Fences or walls as permitted in Section 15-4-2, Fences and Walls.
10. Patios, decks, pathways, steps, or similar Structures not more than thirty inches (30") above Final Grade.
11. Pathways or steps connecting to a City staircase or pathway.

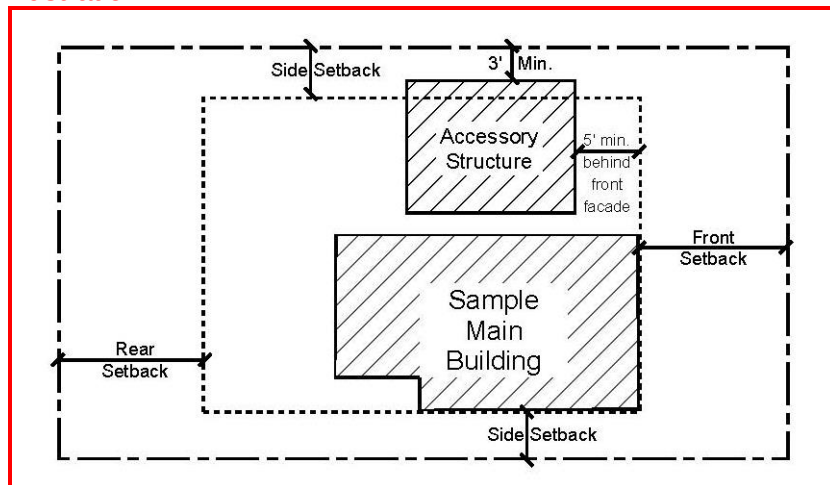
H. **SIDE YARD-SETBACK.**

1. The minimum Side ~~Yard-Setback~~ is three feet (3'), but increases for Lots greater than thirty seven and one-half feet (37.5') in Width, as per Table 15-2.2.above.
2. On Corner Lots, the minimum Side ~~Yard-Setback~~ that faces a side Street or platted Right-of-Way is five feet (5').
3. A Side ~~Yard-Setback~~ between connected Structures is not required where Structures are designed with a common wall on a Property Line, each Structure is located on an individual Lot, the Lots are burdened with a party wall agreement in a form approved by the City Attorney and Chief Building Official, all applicable Building and Fire Code requirements are met, and the Use is an Allowed or Conditional Use in the Zoning District.
 - a. Exterior Side ~~Yards-Setbacks~~ shall be based on the required minimum Side ~~Yard-Setback~~ for each Lot; however the Planning Commission may consider increasing exterior Side ~~Yards-Setbacks~~ during Conditional Use

Permit review to mitigate potential impacts on adjacent Property. Side ~~Yard-Setback~~ exceptions continue to apply.

- b. Building Footprint shall be based on the total lot Area of the underlying Lots. The Planning Commission may consider decreasing Building Footprint during Conditional Use Permit review to mitigate potential impacts on adjacent Property.

- I. **SIDE ~~YARD-SETBACK~~ EXCEPTIONS.** The Side ~~Yard-Setback~~ must be open and free of any Structure except:
 1. Bay Windows not more than ten feet (10') wide, and projecting not more than two feet (2') into the Side ~~Yard-Setback~~.¹
 2. Chimneys not more than five feet (5') wide projecting not more than two feet (2') into the Side ~~Yard-Setback~~.¹
 3. Window wells or light wells projecting not more than four feet (4') into the Side ~~Yard-Setback~~.¹
 4. Roof overhangs or eaves projecting not more than two feet (2') into the Side ~~Yard-Setback~~. A one foot (1') roof or eave overhang is permitted on Lots with a Side ~~Yard-Setback~~ of less than five feet (5').¹
 5. Window sills, belt courses, trim, cornices, exterior siding, or other ornamental features projecting not more than six inches (6") into the Side ~~Yard-Setback~~.
 6. Patios, decks, pathways, steps, or similar Structures not more than thirty inches (30") in height above Final Grade.
 7. Fences, walls, or retaining walls as permitted in Section 15-4-2, Fences and Walls.
 8. Driveways leading to a garage or Parking Area.
 9. Pathways or steps connecting to a City staircase or pathway.
 10. Detached Accessory Buildings not more than eighteen feet (18') in height, located a minimum of five feet (5') behind the Front facade of the Main Building, maintaining a minimum Side ~~Yard-Setback~~ of three feet (3'). See the following illustration:



11. Mechanical equipment (which must be screened), hot tubs, or similar Structures located at least three feet (3') from the Side Lot Line.

¹Applies only to Lots with a minimum Side ~~Yard-Setback~~ of five feet (5').

15-2.3 Historic Residential (HR-2) District**15-2.3-4 Lot And Site Requirements**

C. **BUILDING PAD (HR-2 DISTRICT)**. The Building Pad is the Lot Area minus required Front, Rear, and Side ~~Yard-Setback~~ Areas.

D. **BUILDING FOOTPRINT (HR-2 DISTRICT)**.

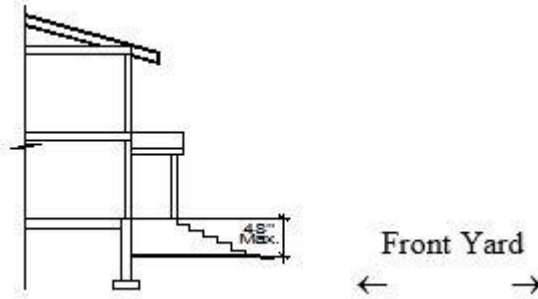
TABLE 15-2.3.

Lot Depth <= ft. *	Lot Width, ft. Up to:	Side Yards Setbacks Min. Total, ft.		Lot Area Sq. ft.	Bldg. Pad Sq. ft.	Max Bldg. Footprint
75 ft.	25.0	3 ft.	6 ft.	1,875	1,045	844
75 ft.	37.5	3 ft.	6 ft.	2,813	1,733	1,201
75 ft.	50.0	5 ft.	10 ft.	3,750	2,200	1,519
75 ft.	62.5	5 ft.	14 ft.	4,688	2,668	1,801
75 ft.	75.0	5 ft.	18 ft.	5,625	3,135	2,050
75 ft.	87.5	10 ft.	24 ft.	6,563	3,493	2,270
75 ft.	100.0	10 ft.	24 ft.	7,500	4,180	2,460
75 ft.	Greater than 100.0	10 ft.	30 ft.	Greater than 7,500 ft.	Per Setbacks and Lot Area	Per formula

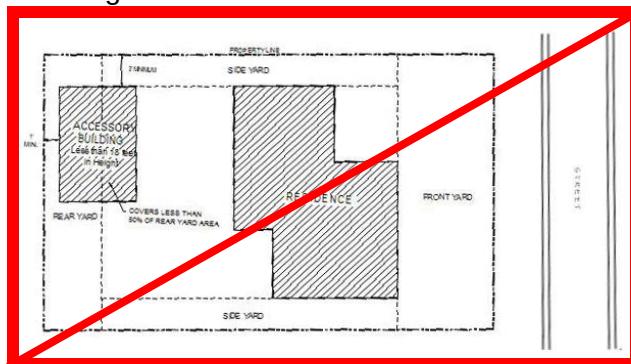
*for Lots > 75' in depth use footprint formula and Table 15-2.3a for Front and Rear Setbacks.

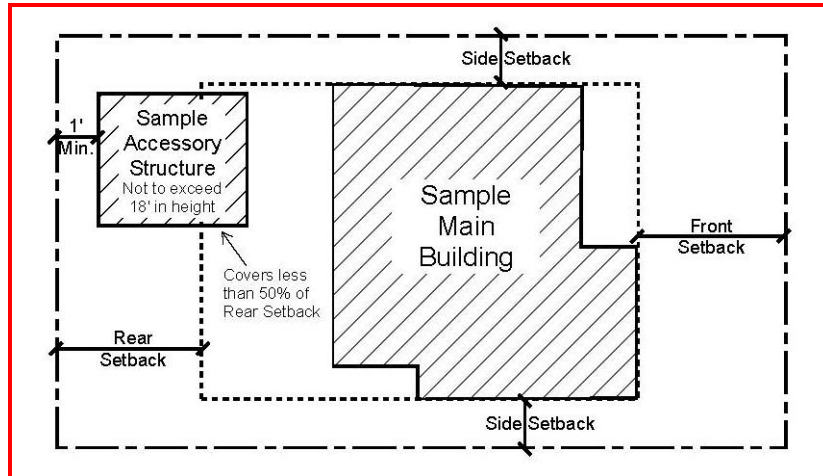
- E. **FRONT ~~YARD-SETBACK~~ EXCEPTIONS**. The Front ~~Yard-Setback~~ must be open and free of any Structure except:
1. Fences or walls not more than four feet (4') in height or as permitted in Section 15-4-2, Fences and Walls. On Corner Lots, Fences more than three feet (3') in height are prohibited within twenty-five feet (25') of the intersection, at the back of curb.
 2. Uncovered steps leading to the Main Building; provided, the steps are not more than four feet (4') in height from Final Grade, not including any required handrail, and do not cause any danger or hazard to traffic by obstructing the view of the

Street or intersection.



3. Decks, porches, or Bay Windows not more than ten feet (10') wide, projecting not more than three feet (3') into the Front ~~Yard~~ **Setback**.
 4. Roof overhangs, eaves or cornices projecting not more than three feet (3') into the Front ~~Yard~~ **Setback**.
 5. Sidewalks and pathways.
 6. Driveways leading to a Garage or Parking Area. No portion of a Front Yard except for driveways, allowed Parking Areas and sidewalks, may be Hard-Surfaced or graveled.
 7. Single car detached Garages approved as part of a Master Planned Development in Subzone A.
- F. **REAR YARD SETBACK EXCEPTIONS.** The Rear ~~Yard~~ **Setback** must be open and free of any Structure except:
1. Bay Windows not more than ten feet (10') wide, and projecting not more than two feet (2') into the Rear ~~Yard~~ **Setback**.
 2. Chimneys not more than five feet (5') wide, projecting not more than two feet (2') into the Rear ~~Yard~~ **Setback**.
 3. Window wells or light wells projecting not more than four feet (4') into the Rear ~~Yard~~ **Setback**.
 4. Roof overhangs or eaves projecting not more than two feet (2') into the Rear ~~Yard~~ **Setback**.
 5. Window sills, belt courses, cornices, trim, exterior siding, or other ornamental features projecting not more than six inches (6") into the Rear ~~Yard~~ **Setback**.
 6. Detached Accessory Buildings not more than eighteen feet (18') in height, located a minimum of five feet (5') behind the front facade of the Main Building, and maintaining a minimum Rear ~~Yard~~ **Setback** of one foot (1'). Such Structure must not cover over fifty percent (50%) of the Rear ~~Yard~~ **Setback**. See the following illustration:





7. Hard-Surfaced Parking Areas subject to the same location requirements as a detached Accessory Building.
8. Mechanical equipment (which must be screened), hot tubs, or similar Structures located at least three feet (3') from the Rear Lot Line.
9. Fences or walls not more than six feet (6') in height or as permitted in Section 15-4-2.
10. Patios, decks, steps, pathways, or similar Structures not more than thirty inches (30") above Final Grade.
11. Pathways or steps connecting to a City staircase or pathway.

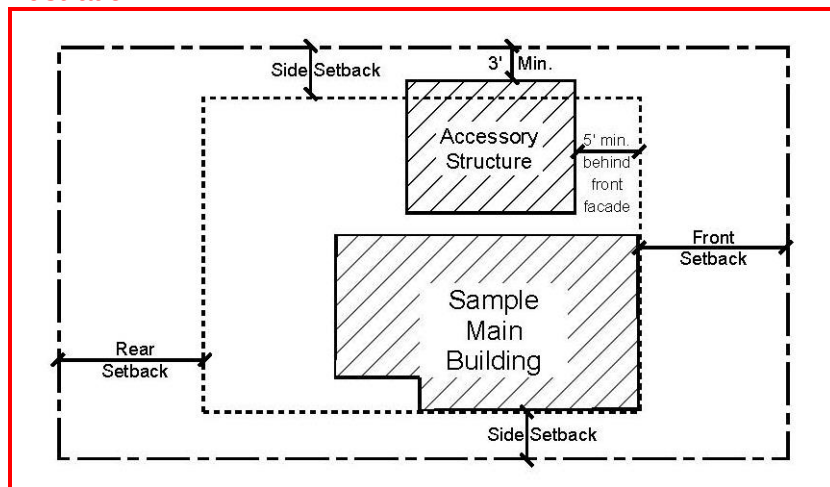
G. SIDE YARD-SETBACK.

1. The minimum Side ~~Yard-Setback~~ is three feet (3'), but increases for Lots greater than thirty-seven and one-half feet (37.5') in width, as per Table 15-2.3 above.
2. On Corner Lots, the ~~minimum~~ Side Yard that faces a ~~side~~ Street or platted Right-of-Way is ~~considered a Front Yard, and the minimum Setback is~~ five feet (5').
3. A Side ~~Yard-Setback~~ between connected Structures is not required where Structures are designed with a common wall on a Property Line, each Structure is located on an individual Lot, the Lots are burdened with a party wall agreement in a form approved by the City Attorney and Chief Building Official, all applicable Building and Fire Code requirements are met, and the Use is an Allowed or Conditional Use in the Zoning District.
 - a. Exterior Side ~~Yards-Setbacks~~ shall be based on the required minimum Side ~~Yard-Setback~~ for each Lot; however the Planning Commission may consider increasing exterior Side ~~Yards-Setbacks~~ during Conditional Use Permit review to mitigate potential impacts on adjacent Property. Side ~~Yard-Setback~~ exceptions continue to apply.
 - b. Building Footprint shall be based on the total lot Area of the underlying Lots. The Planning Commission may consider decreasing Building Footprint during Conditional Use Permit review to mitigate potential impacts on adjacent Property.

H. SIDE YARD-SETBACK EXCEPTIONS. The Side ~~Yard-Setback~~ must be open and free of any Structure except:

1. Bay Windows not more than ten feet (10') wide, and projecting not more than two feet (2') into the Side ~~Yard-Setback~~.¹
2. Chimneys not more than five feet (5') wide, projecting not more than two feet (2') into the Side ~~Yard-Setback~~.¹

3. Window wells or light wells projecting not more than four feet (4') into the Side ~~Yard~~ Setback.¹
4. Roof overhangs or eaves projecting not more than two feet (2') into the Side ~~Yard~~ Setback. A one foot (1') roof or eave overhang is permitted on Lots with a Side ~~Yard~~ Setback of less than five feet (5').¹
5. Window sills, belt courses, trim, cornices, exterior siding, or other ornamental features projecting not more than six inches (6") into the Side ~~Yard~~ Setback.
6. Patios, decks, pathways, steps, or similar Structures not more than thirty inches (30") in height from Final Grade.
7. Fences or walls not more than six feet (6') in height or as permitted in Section 15-4-2.
8. Driveways leading to a garage or Parking Area.
9. Pathway or steps connecting to a City staircase or pathway.
10. Detached Accessory Buildings not more than eighteen feet (18') in height, located a minimum of five feet (5') behind the front facade of the Main Building, maintaining a minimum Side ~~Yard~~ Setback of three feet (3'). See the following illustration:



11. Mechanical equipment (which must be screened), hot tubs, or similar Structures located at least three feet (3') from the Side Lot Line.

¹Applies only to Lots with a minimum Side ~~Yard~~ Setback of five feet (5')

15-2.3-8 Special Requirements For Master Planned Developments And Conditional Use Permits In Sub-Zone A

A. SUB-ZONE A.

2. All Buildings within the HR-2 portion of the development must meet the minimum Side and Front ~~Yard~~ Setbacks of the HR-2 District as stated in Section 15-2.3-4, unless the Planning Commission grants an exception to this requirement during the MPD review and the development is consistent with the MPD Section 15-6-5(C). Below Grade Structures, such as parking structures and Commercial Floor Area extending from Main Street beneath a residential Structure or Structures on Park Avenue may occupy Side ~~Yard~~ Setbacks subject to Building and Fire Codes and trespass agreements.

15-2.3-10 Parking Regulations

- D. A common Parking Structure may occupy below Grade Side ~~Yards~~ **Setbacks** between participating Developments if the Structure maintains all Setbacks above Grade. Common Parking Structures are subject to a Conditional Use review, Section 15-1-10.

15-2.4 Historic Residential-Medium Density (HRM) District

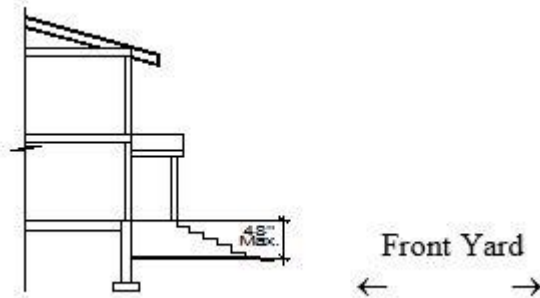
15-2.4-4 Lot And Site Requirements

C. **FRONT ~~YARD~~ **SETBACK**.**

1. The minimum Front ~~Yard-Setback~~ for Single-Family, Duplex Dwellings, and Accessory Buildings is fifteen feet (15'). If the Lot depth is seventy five feet (75') or less, then the minimum Front ~~Yard-Setback~~ is ten feet (10').
2. New Front Facing Garages for Single Family and Duplex Dwellings must be at least twenty feet (20') from the Front Lot Line.
3. See Section 15-2.4-5 for special requirements for Triplexes and Multi-Unit Dwellings.

D. **FRONT ~~YARD~~ **SETBACK** EXCEPTIONS.** The Front ~~Yard-Setback~~ must be open and free of any Structure except:

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



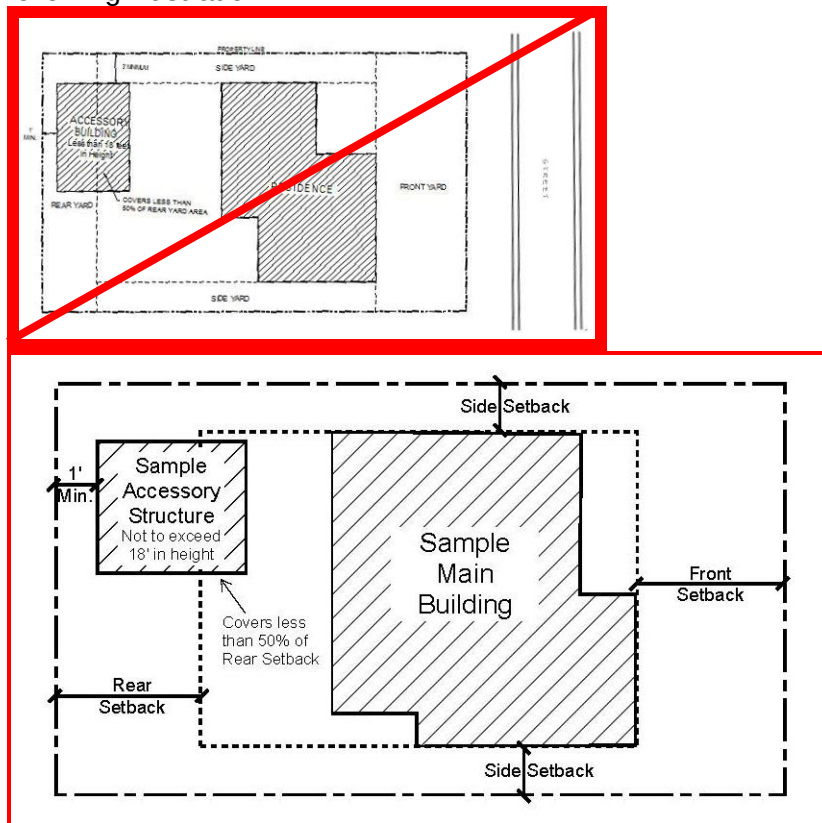
3. Decks, porches, and Bay Windows, not more than ten feet (10') wide, projecting not more than three feet (3') into the Front ~~Yard-Setback~~.
4. Roof overhangs, eaves, and cornices projecting not more than three feet (3') into the Front ~~Yard-Setback~~.
5. Sidewalks, patios, and pathways.
6. Driveways leading to a garage or Parking Area. No portion of a Front Yard except for approved driveways and patios, allowed Parking Areas, and sidewalks may be Hard-Surfaced or graveled.

E. REAR ~~YARD-SETBACK~~.

1. The minimum Rear ~~Yard-Setback~~ is ten feet (10') for all Main Buildings, and one foot (1') for detached Accessory Buildings.
2. See Section 15-2.4-5, Special Requirements for Multi-Unit Dwellings.

F. REAR ~~YARD-SETBACK~~ EXCEPTIONS.

1. Bay Windows not more than ten feet (10') wide, projecting not more than two feet (2') into the Rear ~~Yard-Setback~~.
2. Chimneys not more than five feet (5') wide, projecting not more than two feet (2') into the Rear ~~Yard-Setback~~.
3. Window wells and light wells projecting not more than four feet (4') into the Rear ~~Yard-Setback~~.
4. Roof overhangs and eaves projecting not more than three feet (3') into the Rear ~~Yard-Setback~~.
5. Window sills, belt courses, cornices, trim, and other ornamental features projecting not more than six inches (6") beyond the window or main Structure to which they are attached.
6. A detached Accessory Building not more than eighteen feet (18') in height, located a minimum of five feet (5') behind the front façade of the Main Building, and maintaining a minimum Rear ~~Yard-Setback~~ of one foot (1'). Such Structure must not cover over fifty percent (50%) of the Rear ~~Yard-Setback~~. See the following illustration:

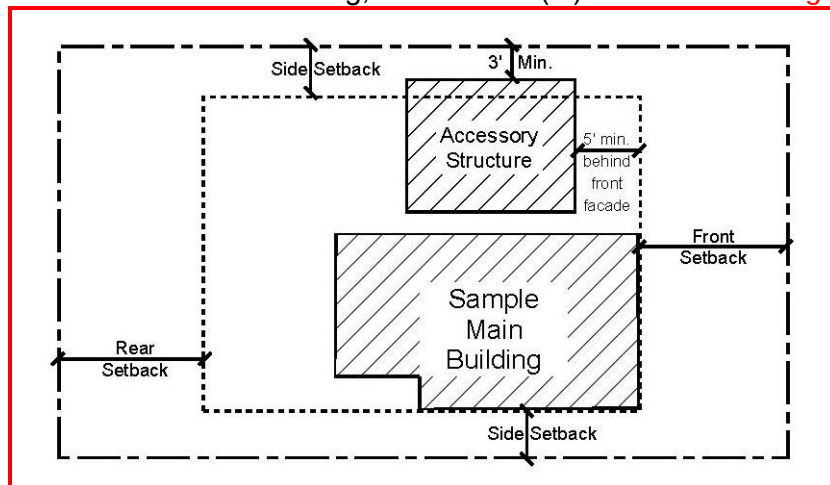


7. A Hard-Surfaced Parking Area subject to the same location requirements as a detached Accessory Building.

8. Mechanical equipment (which must be screened), hot tubs, or similar Structures located at least three feet (3') from the Rear Lot Line.
9. Fences, walls, and retaining walls not over six feet (6') in height, or as permitted in Section 15-4-2.
10. Patios, decks, pathways, steps, and similar Structures not more than thirty inches (30") above Final Grade.

G. SIDE ~~YARD~~ SETBACK.

1. The minimum Side ~~Yard~~ Setback for any Single Family, Duplex Dwelling or Accessory Building is five feet (5').
2. The minimum Side ~~Yard~~ Setback for Lots twenty-five feet (25') wide or less is three feet (3').
3. A Side ~~Yard~~ Setback between connected Structures is not required where Structures are designed with a common wall on a Property Line, each Structure is located on an individual Lot, the Lots are burdened with a party wall agreement in a form approved by the City Attorney and Chief Building Official, all applicable Building and Fire Code requirements are met, and the Use is an Allowed or Conditional Use in the Zoning District.
 - a. Exterior Side ~~Yards~~ Setbacks shall be based on the required minimum Side ~~Yard~~ Setback for each Lot; however the Planning Commission may consider increasing exterior Side ~~Yards~~ Setbacks during Conditional Use Permit review to mitigate potential impacts on adjacent Property. Side ~~Yard~~ Setback exceptions continue to apply.
 - b. The longest dimension of a Building joined at the Property Line may not exceed one hundred feet (100').
4. The minimum Side ~~Yard~~ Setback for a detached Accessory Building, not greater than eighteen feet (18') in height, located at least five feet (5') behind the front facade of the Main Building, is three feet (3'). **See the following illustration:**



5. On Corner Lots, the ~~minimum~~ Side Yard that faces a **side Street** or platted Right-of-Way is **considered a Front Yard**, and the **minimum Setback is** ten feet (10') for both Main and Accessory Buildings.
6. See Section 15-2.4-5 special requirements for Multi-Unit Dwellings.

H. SIDE ~~YARD~~ SETBACK EXCEPTIONS. The Side ~~Yard~~ Setback must be open and free of any Structure except:

1. Bay Windows not more than ten feet (10') wide, projecting not more than two feet (2') into the Side ~~Yard-Setback~~.¹
2. Chimneys not more than five feet (5') wide, projecting not more than two feet (2') into the Side ~~Yard-Setback~~.¹
3. Window well and light wells projecting not more than four feet (4') into the Side ~~Yard-Setback~~.¹
4. Roof overhangs and eaves projecting not more than two feet (2') into the Side ~~Yard-Setback~~.¹
5. Window sills, belt courses, cornices, trim, and other ornamental features projecting not more than six inches (6") beyond the window or main Structure to which they are attached.
6. Patios, decks, pathways, steps, and similar Structures not more than thirty inches (30") in height above Final Grade.
7. Fences, walls and retaining walls not more than six feet (6') in height, or as permitted in Section 15-4-2.
8. Driveways leading to a garage or approved Parking Area.
9. Pathways and steps connecting to a City staircase or pathway.
10. Mechanical equipment (which must be screened), hot tubs, or similar Structures located at least three feet (3') from the Side Lot Line.

¹Applies only to Lots with a minimum Side ~~Yard-Setback~~ of five feet (5').

15-2.4-5 Special Requirements For Multi-Unit Dwellings

- A. **FRONT ~~YARD-SETBACK~~**. The Front ~~Yard Setback~~ for any Triplex, or Multi-Unit Dwelling is twenty (20') feet. All new Front-Facing Garages shall be a minimum of twenty-five feet (25') from the Front Property Line. All Yards fronting ~~on~~ any Street are considered Front Yards for the purposes of determining required Setbacks. See Section 15-2.4-4(D), Front ~~Yard Setback~~ Exceptions.
- B. **REAR ~~YARD-SETBACK~~**. The Rear ~~yard Setback~~ for a Triplex or Multi-Unit Dwelling is ten feet (10'). See Section 15-2.4-4(F), Rear ~~Yard Setback~~ Exceptions.
- C. **SIDE ~~YARD-SETBACK~~**. The Side ~~Yard Setback~~ for any Triplex, or Multi-Unit Dwelling is ten feet (10'). See Section 15-2.4-4(H), Side ~~Yard Setback~~ Exceptions.

15-2.4-9 Sullivan Road Access

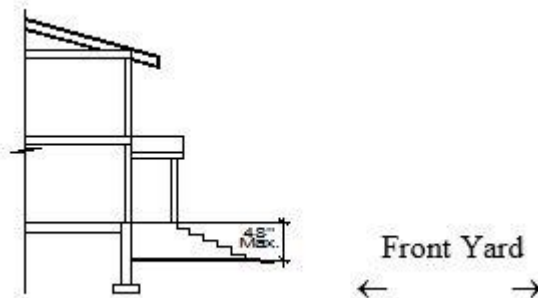
- B. **NEIGHBORHOOD MANDATORY ELEMENTS CRITERIA**. The Planning Commission shall review and evaluate the following criteria for all projects along Sullivan Road and Eastern Avenue:
 1. **UTILITY CONSIDERATIONS**. Utility extensions from Park Avenue are preferred, which provide the least disturbance to the City Park and the public as a whole.
 2. **ENHANCED SITE PLAN CONSIDERATIONS**. These review criteria apply to both Sullivan Road and Park Avenue Street fronts:
 - a. Variation in Front Yard and Building Setbacks to orient porches and windows onto Street fronts.
 - b. Increased Front ~~Yard~~-Setbacks.
 - c. Increased snow storage.

- d. Increased Transferred Development Right (TDR) Open Space, and/or preservation of significant landscape elements.
 - e. Elimination of Multi-Unit or Triplex Dwellings.
 - f. Minimized Access to Sullivan Road.
 - g. Decreased Density.
3. **INCORPORATION OF PEDESTRIAN AND LANDSCAPE IMPROVEMENTS ALONG PARK AVENUE, SULLIVAN ROAD, AND EASTERN AVENUE.** Plans must save, preserve, or enhance pedestrian connections and landscape elements along the Streetscape, within the Development Site, and between Park Avenue and Sullivan Road.
4. **PARKING MITIGATION.** Plans that keep the Front ~~Yard~~ Setbacks clear of parking and minimize parking impacts near intensive Uses on Sullivan Road are positive elements of any Site plan.

15-2.5 Historic Recreation Commercial (HRC) District

15-2.5-3 Lot And Site Requirements

- A. **FRONT ~~YARD~~ SETBACK.** The minimum Front ~~Yard~~ Setback is ten feet (10').
- B. **FRONT ~~YARD~~ SETBACK EXCEPTIONS.** The Front ~~Yard~~ Setback must be open and free of any Structure except:
- 1. Fences, walls, and retaining walls not more than four feet (4') in height, or as permitted in Section 15-4-2. On Corner Lots, Fences more than three feet (3') in height are prohibited within twenty five feet (25') of the intersection at back of curb.
 - 2. Uncovered steps leading to the Main Building; provided the steps are not more than four feet (4') in height from Final Grade, not including any required handrail, and do not cause danger or hazard to traffic by obstructing the view of the Street or intersection.



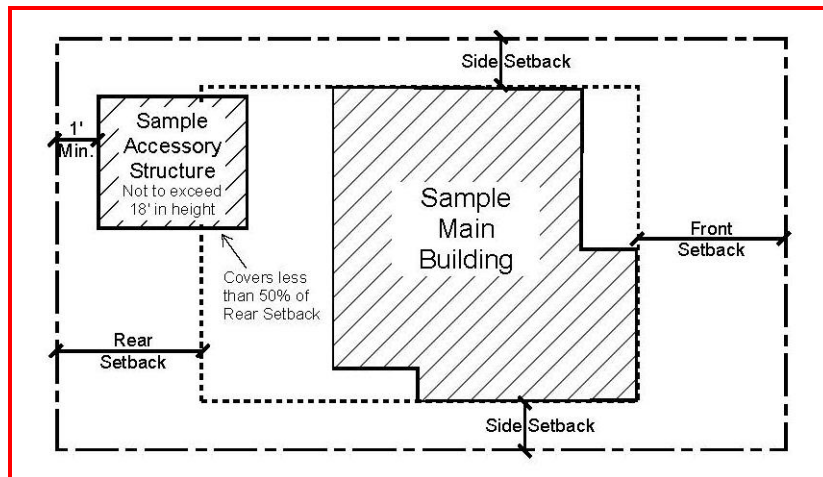
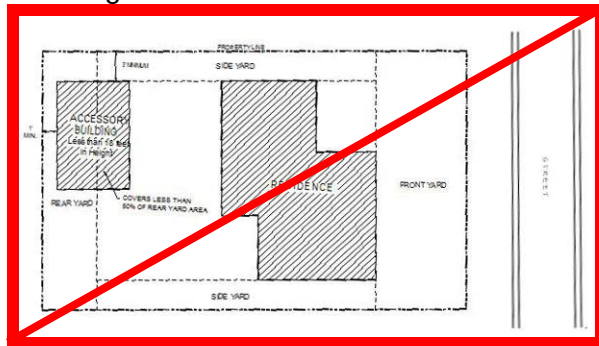
- 3. Decks, porches, and Bay Windows, not more than ten feet (10') wide, projecting not more than three feet (3') into the Front ~~Yard~~ Setback.
- 4. Roof overhangs, eaves, and cornices, projecting not more than three feet (3') into the Front ~~Yard~~ Setback.
- 5. Sidewalks, patios, and pathways.
- 6. Driveways leading to a garage or Parking Area. No portion of a Front Yard, except for approved driveways, allowed Parking Areas, patios, and sidewalks

may be Hard-Surfaced or graveled.

C. **REAR ~~YARD-SETBACK~~**. The minimum Rear ~~Yard-Setback~~ is ten feet (10').

D. **REAR ~~YARD-SETBACK~~ EXCEPTIONS**. The Rear ~~Yard-Setback~~ must be open and free of any Structure except:

1. Bay Windows not more than ten feet (10') wide projecting not more than two feet (2') into the Rear ~~Yard-Setback~~.
2. Chimneys not more than five feet (5') wide projecting not more than two feet (2') into the Rear ~~Yard-Setback~~.
3. Window wells and light wells projecting not more than four feet (4') into the Rear ~~Yard-Setback~~.
4. Roof overhangs and eaves projecting not more than two feet (2') into the Rear ~~Yard-Setback~~.
5. Window sills, belt courses, cornices, trim, exterior siding, or other ornamental features projecting not more than six inches (6") beyond the window or main Structure to which it is attached.
6. A detached Accessory Building not more than eighteen feet (18') in height, located a minimum of five feet (5') behind the front facade of the Main Building, and maintaining a minimum Rear ~~Yard-Setback~~ of one foot (1'). Such Structure must not cover over fifty percent (50%) of the Rear ~~Yard-Setback~~. See the following illustration:



7. Hard-Surfaced Parking Areas subject to the same location requirements as a detached Accessory Building.
8. Screened mechanical equipment, hot tubs, and similar Structures located at least five feet (5') from the Rear Lot Line.
9. Fences, walls, and retaining walls not more than six feet (6') in height, or as permitted in Section 15-4-2.
10. Patios, decks, steps, pathways, and similar Structures not more than thirty inches (30") above Final Grade, located at least five feet (5') from the Rear Lot Line.

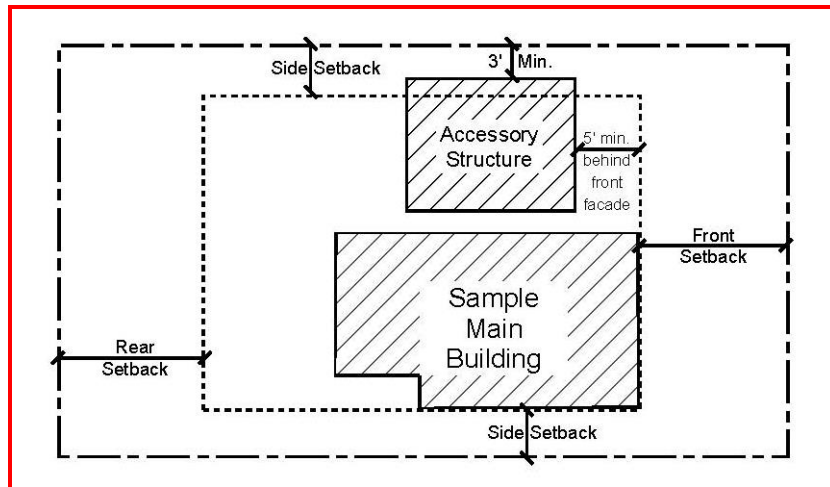
E. **SIDE ~~YARD~~ SETBACK.**

1. The minimum Side ~~Yard~~ Setback is five feet (5').
2. On Corner Lots, the Side ~~Yard~~ Setback that faces a Street is ten feet (10') for both main and accessory Structures.
3. A Side ~~Yard~~ Setback between connected Structures is not required where Structures are designed with a common wall on a Property Line, each Structure is located on an individual Lot, the Lots are burdened with a party wall agreement in a form approved by the City Attorney and Chief Building Official, all applicable Building and Fire Code requirements are met, and the Use is an Allowed or Conditional Use in the Zoning District.
 - a. Exterior Side ~~Yards~~ Setbacks shall be based on the minimum required Side ~~Yard~~ Setback for each Lot; however the Planning Commission may consider increasing exterior Side ~~Yards~~ Setbacks during Conditional Use Permit review to mitigate potential impacts on adjacent Property. Side ~~Yard~~ Setback exceptions continue to apply.

F. **SIDE ~~YARD~~ SETBACK EXCEPTIONS.** The Side ~~Yard~~ Setback must be open and free of any Structure except:

1. Bay Windows, not more than ten feet (10') wide, projecting not more than two feet (2') into the Side ~~Yard~~ Setback.
2. Chimneys not more than five feet (5') wide, projecting not more than two feet (2') into the Side ~~Yard~~ Setback.
3. Window wells and light wells projecting not more than four feet (4') into the Side ~~Yard~~ Setback.
4. Window sills, belt courses, cornices, trim, exterior siding, and other ornamental features, projecting not more than six inches (6") beyond the window or main Structure to which it is attached.
5. Roof overhangs and eaves projecting not more than two feet (2') into the Side ~~Yard~~ Setback.
6. Patios, decks, pathways, steps, and similar Structures not more than thirty inches (30") in height from Final Grade, provided there is at least a one foot (1') Setback to the Side Lot Line.
7. Fences, walls and retaining walls not more than six feet (6'), or as permitted in Section 15-4-2.
8. Driveways leading to a garage or approved Parking Area.
9. Pathways and steps connecting to a City stairway or pathway.
10. A detached Accessory Building not more than eighteen feet (18') in height, located a minimum of five feet (5') behind the front facade of the Main Building, maintaining a minimum Side ~~Yard~~ Setback of three feet (3'). See the following

illustration:



11. A covered arcade between projects provided that the highest point of the arcade is not more than fifteen feet (15') above the elevation of the walk.

15-2.5-11 Parking Regulations

- D. A common Parking Structure may occupy below Grade Side ~~Yards~~ **Setbacks** between participating Developments if the Structure maintains all Setbacks above Grade. Common Parking Structures are subject to a Conditional Use Review, Section 15-1-10.

15-2.6 Historic Commercial Business (HCB) District

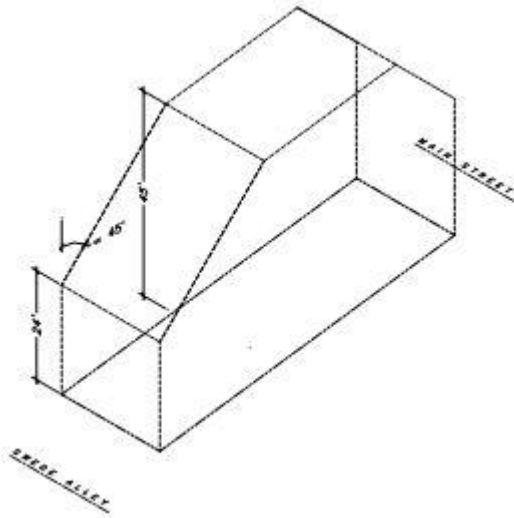
15-2.6-3 Lot And Site Requirements

- B. **FRONT, REAR AND SIDE ~~YARDS~~ **SETBACKS****. There are no minimum required Front, Rear, or Side ~~Yard~~ **Setback** dimensions in the HCB District.

15-2.6-5 Maximum Building Volume And Height

- B. The rear portion of the bulk plane for each Lot that does not abut Swede Alley is defined by the plane that rises vertically at the Rear ~~Yard~~ Property Line to a height of thirty feet (30') measured above the average Natural Grade and then proceeds at a forty-five degree (45°) angle toward the Front Lot Line until it intersects with a point forty-five feet (45') above the Natural Grade of the Building Site. No part of a Building shall be erected to a height greater than forty-five feet (45'), measured from Natural Grade at the Building Site. This provision must not be construed to encourage solid roofing to following the forty-five degree (45°) back plane.
- C. For Lots abutting Swede Alley, the rear portion of the bulk plane is defined by a plane that rises vertically at the Rear ~~Yard~~ Property Line to a height of twenty-four feet (24') measured above the average Natural Grade and then proceeds at a forty-five degree (45°) angle toward the Front Lot Line until it intersects with a point forty-five feet (45') above the Natural Grade. This provision must not be construed to encourage solid

roofing to follow the forty-five degree (45°) back plane.



15-2.7 Recreation And Open Space (ROS) District

15-2.7-3 Lot And Site Requirements

- A. **FRONT, SIDE, AND REAR ~~YARD-SETBACK~~ EXCEPTIONS.** Fences, walls, stairs, paths, trails, sidewalks, patios, driveways, Ancillary Structures, approved Parking Areas, and Screened mechanical and utility equipment are allowed as exceptions in the Front, Side and Rear ~~Yards-Setbacks~~.

15-2.8 Protected Open Space (POS) District

15-2.8-3 Lot And Use Requirements

- A. **FRONT, SIDE, AND REAR ~~YARD SETBACK~~ EXCEPTIONS.** Fences, walls, stairs, paths, trails, sidewalks, at Grade patios, driveways, Ancillary Structures, approved Parking Areas and Screened mechanical and utility equipment are allowed in the Front, Side, and Rear ~~Yards~~ Setbacks.

15-2.9 Rural Estate (E-40) District

15-2.9-3 Lot And Site Requirements

- C. **SETBACKS.** The minimum Front, Side, and Rear ~~yards~~ Setbacks for all Structures are thirty feet (30').

15-2.10 Estate (E) District

15-2.10-3 Lot And Site Requirements

C. REQUIRED SETBACKS. The minimum Front, Side and Rear ~~Yard Setback~~ for all Structures is thirty feet (30'). The Planning Commission may vary required ~~yards Setbacks~~ in Subdivisions and Master Planned Developments. In no case shall the Planning Commission reduce Side ~~Yards Setbacks~~ to allow less than ten feet (10') between Structures.

D. FRONT ~~YARD SETBACK~~ EXCEPTIONS. The required Front ~~Yard Setback~~ must be open and free of any Structure except for the following:

3. Decks, porches, and Bay Windows, not more than ten feet (10') wide, projecting not more than five feet (5') into the Front ~~Yard Setback~~.
4. Roof overhangs, eaves, and cornices projecting not more than three feet (3') into the Front ~~Yard Setback~~.
6. Driveways leading to a garage or Parking Area. No portion of a Front Yard, except for patios, driveways, allowed Parking Areas, and sidewalks may be Hard-Surfaced or graveled.

E. REAR ~~YARD SETBACK~~ EXCEPTIONS. The required Rear ~~Yard Setback~~ must be open and free of any Structure except for the following:

1. Bay Windows not more than ten feet (10') ~~long wide~~, projecting not more than two feet (2') into the Rear ~~Yard Setback~~.
2. Chimneys not more than five feet (5') wide projecting not more than two feet (2') into the Rear ~~Yard Setback~~.
3. Window wells and light wells projecting not more than four feet (4') into the Rear ~~Yard Setback~~.
4. Roof overhangs and eaves projecting not more than three feet (3') into the Rear ~~Yard Setback~~.
6. Detached Accessory Buildings not more than eighteen (18') feet in height and maintaining a minimum Setback of five feet (5'). Such Structures must not cover over twenty-five percent (25%) of the Rear ~~Yard-Setback~~.

F. SIDE ~~YARD SETBACK~~ EXCEPTIONS. The required Side ~~Yard Setback~~ must be open and free of any Structure except:

1. Bay Windows not more than ten feet (10') wide projecting not more than two feet (2') into the Side ~~Yard Setback~~.
2. Chimneys not more than five feet (5') wide projecting not more than two feet (2') into the Side ~~Yard Setback~~.
3. Window wells and light wells projecting not more than four feet (4') into the Side ~~Yard Setback~~.
4. Roof overhangs and eaves projecting not more than three feet (3') into the Side ~~Yard Setback~~.
9. Detached Accessory Building not greater than eighteen feet (18') in height located a minimum of five feet (5') behind the front facade of the Main Building and maintaining a minimum Side ~~Yard~~ Setback of five feet (5').

15-2.11 Single Family (SF) District

15-2.11-3 Lot And Site Requirements

~~B. **FRONT, REAR, AND SIDE YARDS.** All Development activity must comply with the following minimum Yard.~~

C. FRONT YARD SETBACK.

1. In Thaynes Canyon Subdivision 1 and 2 and Prospector Village Subdivision, the minimum Front **Yard Setback** for Main Buildings is twenty feet (20') and minimum Front **Yard Setback** for Garages is ten feet (10').
2. In Prospector Park Subdivisions 1, 2, and 3, the minimum Front **Yard Setback** is 20 feet (20'), including Garages.
3. In all other subdivisions, the minimum Front **Yard Setback** is twenty feet (20'). New Front-Facing Garages for Single Family and Duplex Dwellings must maintain a minimum of twenty five feet (25') from Front Lot Line.

D. FRONT YARD SETBACK EXCEPTIONS.

1. The Planning Commission may designate specific Single Family Lots on which the Front **Yard Setback** is ten feet (10') for the Main Building and fifteen feet (15') for a new Front Facing Garage or garage element, including any habitable **space** above the garage. This exception may be granted to:
 - a. solve Access problems with relatively steep Grades,
 - b. preserve Significant Vegetation,
 - c. eliminate or minimize cut and fill Areas,
 - d. promote Clustered Development, and
 - e. preserve Open **Space**.Lots to which this exception applies must be so designated on the Subdivision Plat at the time the plat is approved.
2. The Front **Yard Setback** must be open and free of any Structure except:
 - a. Fences, walls, and retaining walls not more than four feet (4') in height, or as permitted in Section 15-4-2. On Corner Lots, Fences more than three feet (3') in height are prohibited within twenty-five feet (25') of the intersection at back of curb.
 - b. Uncovered steps leading to the Main Building provided the steps are not more than four feet (4') in height from Final Grade, not including any required handrail, and do not cause any danger or hazard to traffic by obstructing the view of a Street or intersection.
 - c. Decks, porches, and Bay Windows, not more than ten feet (10') wide, projecting not more than five feet (5') into the Front **Yard Setback**.
 - d. Roof overhangs, eaves, and cornices projecting not more than three feet (3') into the Front **Yard Setback**.
 - e. Sidewalks, patios, and pathways.
 - f. Driveways leading to a garage or Parking Area. No portion of a Front Yard, except for approved driveways and patios, allowed Parking Areas, and sidewalks may be Hard-Surfaced or graveled.
 - g. Circular driveways meeting all requirements stated in Section 15-3-4.

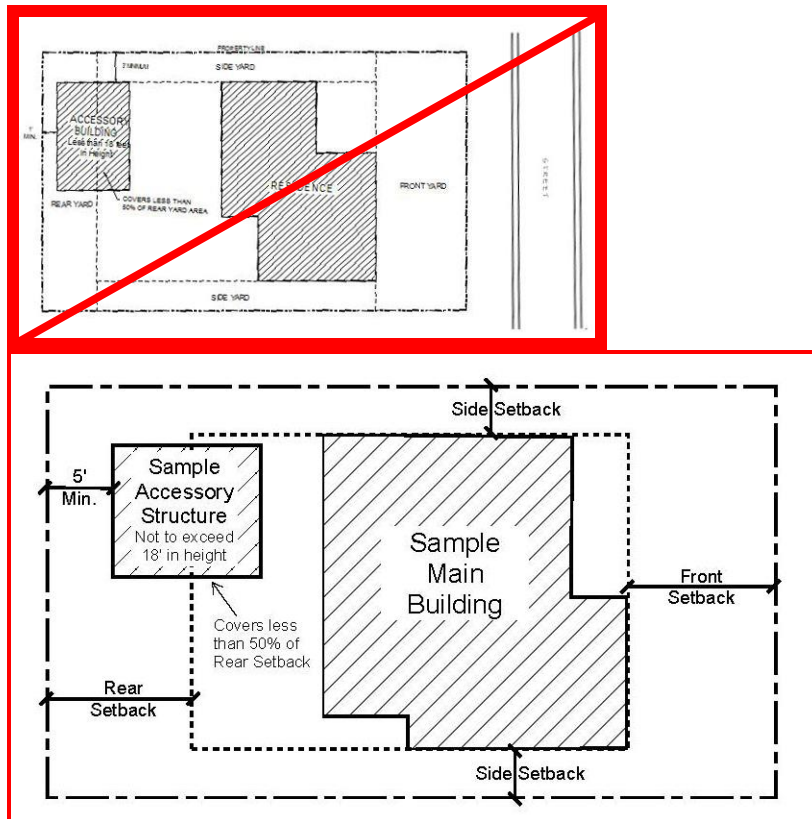
E. REAR YARD SETBACK.

1. In Thaynes Canyon Subdivision 1 and 2 and Prospector Village Subdivision, the minimum Rear **Yard Setback** is 10 feet (10').

2. In Prospector Park Subdivisions 1, 2, and 3 the minimum Rear ~~Yard~~ Setback is ten feet (10').
3. In all other subdivisions, the minimum Rear ~~Yard~~ Setback is fifteen feet (15').

F. **REAR ~~YARD~~ SETBACK EXCEPTIONS.** The Rear ~~Yard~~ Setback must be open and free of any Structure except:

1. Bay Windows not more than ten feet (10') wide projecting not more than two feet (2') into the Rear ~~Yard~~ Setback.
2. Chimneys not more than five feet (5') wide projecting not more than two feet (2') into the Rear ~~Yard~~ Setback.
3. Window wells and light wells projecting not more than four feet (4') into the Rear ~~Yard~~ Setback.
4. Roof overhangs and eaves projecting not more than three feet (3') into the Rear ~~Yard~~ Setback.
5. Window sills, belt courses, cornices, trim, and other ornamental features projecting not more than six inches (6") beyond the window or main Structure to which it is attached.
6. Detached Accessory Buildings not more than eighteen feet (18') in height and maintaining a minimum Rear ~~Yard~~ Setback of five feet (5'). Such Structure must not cover over fifty percent (50%) of the Rear ~~Yard~~ Setback. See the following illustration:



7. Hard-Surfaced Parking Areas subject to the same location requirements as detached Accessory Buildings.
8. Screened mechanical equipment, hot tubs, and similar Structures located at least five feet (5') from the Rear Lot Line.

9. Fences, walls, and retaining walls not more than six feet (6') in height, or as permitted in Section 15-4-2. Retaining walls may have multiple steps, however, each exposed face cannot exceed six feet (6') in height and the horizontal distance between the walls, front face to rear face, must be at least three feet (3') and planted with approved vegetation. The Planning Director may approve minor deviations to the height and stepping requirements based on Site specific review.¹
10. Patios, decks, pathways, steps, or similar Structures not more than thirty inches (30") above Final Grade, provided it is located at least five feet (5') from the Rear Lot Line.

G. **SIDE YARD SETBACK.**

1. In Thaynes Canyon Subdivision 1 and 2 and Prospector Village Subdivision, the minimum Side ~~Yard~~ Setback is five feet (5'). On Corner Lots the minimum Side ~~Yard~~ Setback abutting a Street is ten feet (10').
2. In Prospector Park Subdivisions 1, 2, and 3 the minimum Rear ~~Yard~~ Setback is ten feet (10').
3. In all other subdivisions, the minimum Side ~~Yard~~ Setback is twelve feet (12').
4. A Side ~~Yard~~ Setback between connected Structures is not required where Structures are designed with a common wall on a Property Line, each Structure is located on an individual Lot, the Lots are burdened with a party wall agreement in a form approved by the City Attorney and Chief Building Official, all applicable Building and Fire Code requirements are met, and the Use is an Allowed or Conditional Use in the Zoning District.
 - a. Exterior Side ~~Yard~~ Setbacks shall be based on the required minimum Side ~~Yard~~ Setback for each Lot; however the Planning Commission may consider increasing exterior Side ~~Yard~~ Setbacks during Conditional Use Permit review to mitigate potential impacts on adjacent Property. Side ~~Yard~~ Setbacks exceptions continue to apply.

H. **SIDE YARD SETBACK EXCEPTIONS.** The Side ~~Yard~~ Setback must be open and free of any Structure except:

1. Bay Windows not more than ten feet (10') wide projecting not more than two feet (2') into the Side ~~Yard~~ Setback.
2. Chimneys not more than five feet (5') wide projecting not more than two feet (2') into the Side ~~Yard~~ Setback.
3. Window wells and light wells projecting not more than four feet (4') into the Side ~~Yard~~ Setback.
4. Roof overhangs and eaves projecting not more than three feet (3') into the Side ~~Yard~~ Setback.
5. Window sills, belt courses, cornices, trim, and other ornamental features projecting not more than six inches (6") beyond the window or main Structure to which it is attached.
6. Patios, decks, pathways, steps, and similar Structures not more than thirty inches (30") in height above Final Grade, provided there is at least one foot (1') Setback to the Side Lot Line.
7. Fences, walls, and retaining walls not more than six feet (6') in height, or as permitted in Sections 15-4-2. Retaining walls may have multiple steps, however, each exposed face cannot exceed six feet (6') in height and the horizontal

distance between the walls, front face to rear face, must be at least three feet (3') and planted with approved vegetation. The Planning Director may approve minor deviations to the height and stepping requirements based on Site specific review.²

8. Driveways leading to an approved garage or Parking Area maintaining a three foot (3') landscaped Setback to the Side Lot Line. A paved turn out Area, to aid in backing a vehicle out of a garage or Parking Area, is allowed but may not be used for parking, and must maintain a one foot (1') landscaped Setback to the Side Lot Line.
9. Detached Accessory Buildings not more than eighteen feet (18') in height, located a minimum of five feet (5') behind the front facade of the Main Building, and maintaining a minimum Side ~~Yard~~ Setback of five feet (5').
10. Screened mechanical equipment, hot tubs, and similar Structures located a minimum of five feet (5') from the Side Lot Line.

15-2.12 Residential (R-1) District

15-2.12-3 Lot And Site Requirements

B. FRONT ~~YARD SETBACK~~.

1. The minimum Front ~~Yard Setback~~ is fifteen feet (15').
2. New Front Facing Garages for Single Family and Duplex Dwellings must be at least ~~than~~ twenty feet (20') from the Front Property Line.
3. Parking Spaces are allowed within the required Front ~~Yard Setback~~, but not within five feet (5') of Side Lot Lines.

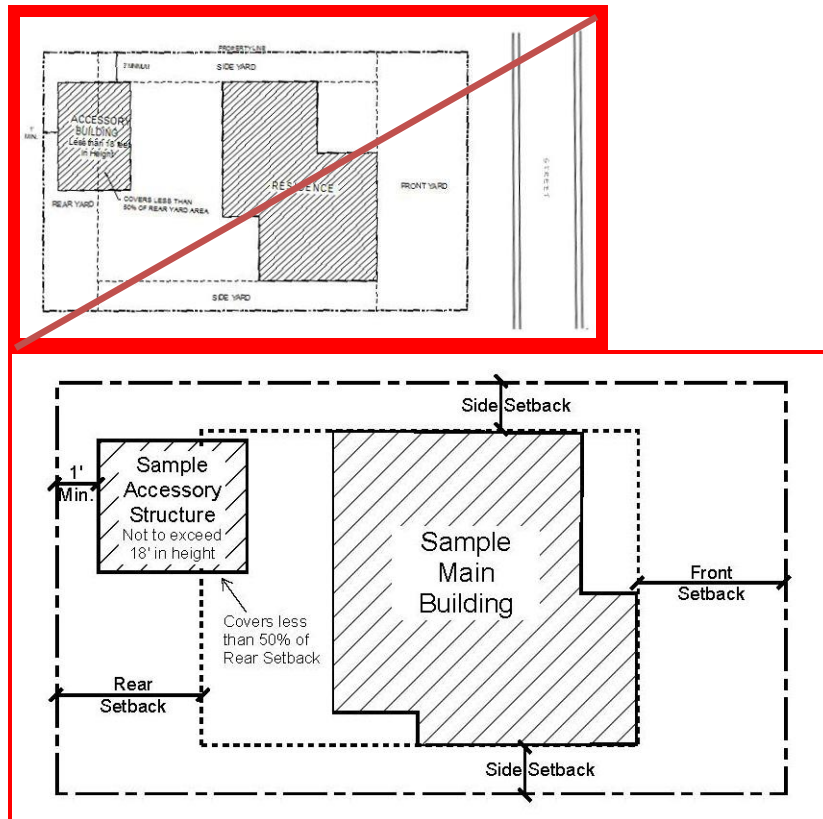
C. FRONT ~~YARD SETBACK~~ EXCEPTIONS. The Front ~~Yard Setback~~ must be open and free of any Structure except:

1. Fences, walls, and retaining walls not more than four feet (4') in height, or as permitted in Section 15-4-2. On Corner Lots, Fences more than three feet (3') in height are prohibited within twenty-five feet (25') of the intersection at back of curb.
2. Uncovered steps leading to the Main Building provided the steps are not more than four feet (4') in height from Final Grade, not including any required handrails, and do not cause any danger or hazard to traffic by obstructing the view of a Street or intersection.
3. Decks, porches, and Bay Windows not more than ten feet (10') wide, projecting not more than five feet (5') into the Front ~~Yard Setback~~.
4. Roof overhangs, eaves, and cornices projecting not more than two feet (2') into the Front ~~Yard Setback~~.
5. Sidewalks, patios, and pathways.
6. Driveways leading to a garage or Parking Area. No portion of a Front Yard, except for approved driveways, allowed Parking Areas, patios, and sidewalks may be Hard-Surfaced or graveled.
7. Circular driveways meeting all requirements stated in Section 15-3-4 herein.

D. **REAR ~~YARD~~ SETBACK**. The minimum Rear ~~Yard~~ Setback is ten feet (10').

E. **REAR ~~YARD~~ SETBACK EXCEPTIONS**. The Rear ~~Yard~~ Setback must be open and free of any Structure except:

1. Bay Windows not more than ten feet (10') wide, projecting not more than two feet (2') into the Rear ~~Yard~~ Setback.
2. Chimneys not more than five feet (5') wide, projecting not more than two feet (2') into the Rear ~~Yard~~ Setback.
3. Window wells and light wells, projecting not more than four feet (4') into the Rear ~~Yard~~ Setback.
4. Roof overhangs and eaves projecting not more than two feet (2') into the Rear ~~Yard~~ Setback.
5. Window sills, belt courses, cornices, trim, and other ornamental features projecting not more than six inches (6") beyond the window or Structure to which it is attached.
6. Detached Accessory Buildings, not more than eighteen feet (18') in height, located a minimum of five feet (5') behind the front façade of the Main Building and maintaining a minimum Rear ~~Yard~~ Setback of five feet (5'). Such Structure must not cover over fifty percent (50%) of the Rear ~~Yard~~ Setback. See the following illustration:



Screened mechanical equipment, hot tubs, and similar Structures located at least five feet (5') from the Rear Lot Line.

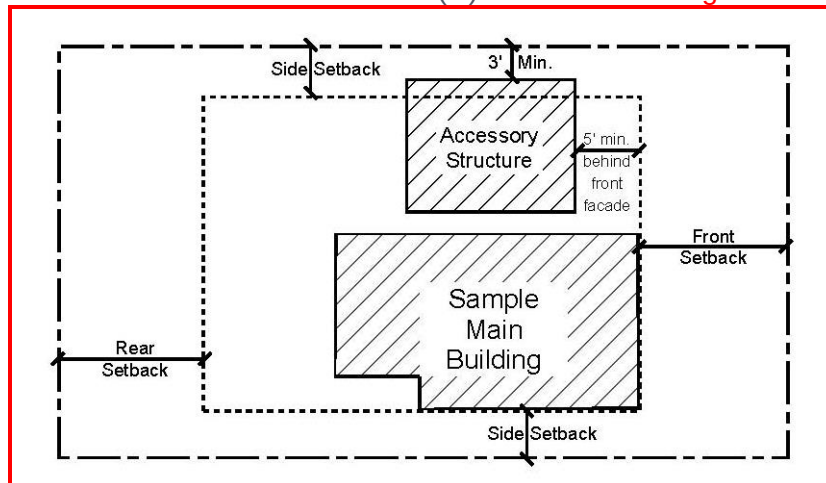
7. Fences, walls, and retaining walls not more than six feet (6') in height, or as permitted in Section 15-4-2. Retaining walls may have multiple steps; however,

each exposed face cannot exceed six feet (6') in height and the horizontal distance between the walls, front face to rear face, must be at least three feet (3') and planted with approved vegetation. The Planning Director may approve minor deviations to the height and stepping requirements based on Site specific review.¹

8. Patios, decks, pathways, steps and similar Structures not more than thirty inches (30") above Final Grade, located at least five feet (5') from the Rear Lot Line.

F. SIDE ~~Yard~~ SETBACK.

1. The minimum Side ~~Yard~~ Setback is five feet (5').
2. A Side ~~Yard~~ Setback between connected Structures is not required where Structures are designed with a common wall on a Property Line, each Structure is located on an individual Lot, the Lots are burdened with a party wall agreement in a form approved by the City Attorney and Chief Building Official, all applicable Building and Fire Code requirements are met, and the Use is an Allowed or Conditional Use in the Zoning District.
 - a. Exterior Side ~~Yard~~ Setbacks shall be based on the required minimum Side ~~Yard~~ Setback for each Lot; however the Planning Commission may consider increasing exterior Side ~~Yard~~ Setbacks during Conditional Use Permit review to mitigate potential impacts on adjacent Property. Side ~~Yard~~ Setback exceptions continue to apply.
3. The minimum Side ~~Yard~~ Setback for a Detached Accessory Building not greater than eighteen feet (18') in height, located at least five feet (5') behind the front facade of the Main Building is one foot (1'), except when an opening is proposed on an exterior wall adjacent to the Property Line, at which time the minimum Side ~~Yard~~ Setback must be three feet (3'). See the following illustration:



4. On a Corner Lot, the ~~minimum~~ Side Yard that faces a Street or platted Right-of-Way is considered a Front Yard, and a ten ~~feet~~ foot (10') Setback is required for both the Main and Accessory Buildings.

G. SIDE ~~Yard~~ SETBACK EXCEPTIONS. The Side ~~Yard~~ Setback must be open and free of any Structure except:

1. Bay Windows not more than ten feet (10') wide, projecting not more than two feet (2') into the Side ~~Yard~~ Setback.

2. Chimneys not more than five feet (5') wide projecting not more than two feet (2') into the Side ~~Yard~~ **Setback**.
3. Window wells and light wells projecting not more than four feet (4') into the Side ~~Yard~~ **Setback**.
4. Roof overhangs and eaves projecting not more than two feet (2') into the Side ~~Yard~~ **Setback**.

15-2.12-4 Special Setback Requirements For Conditional Uses

Conditional Uses in the R-1 District must maintain the following Setbacks:

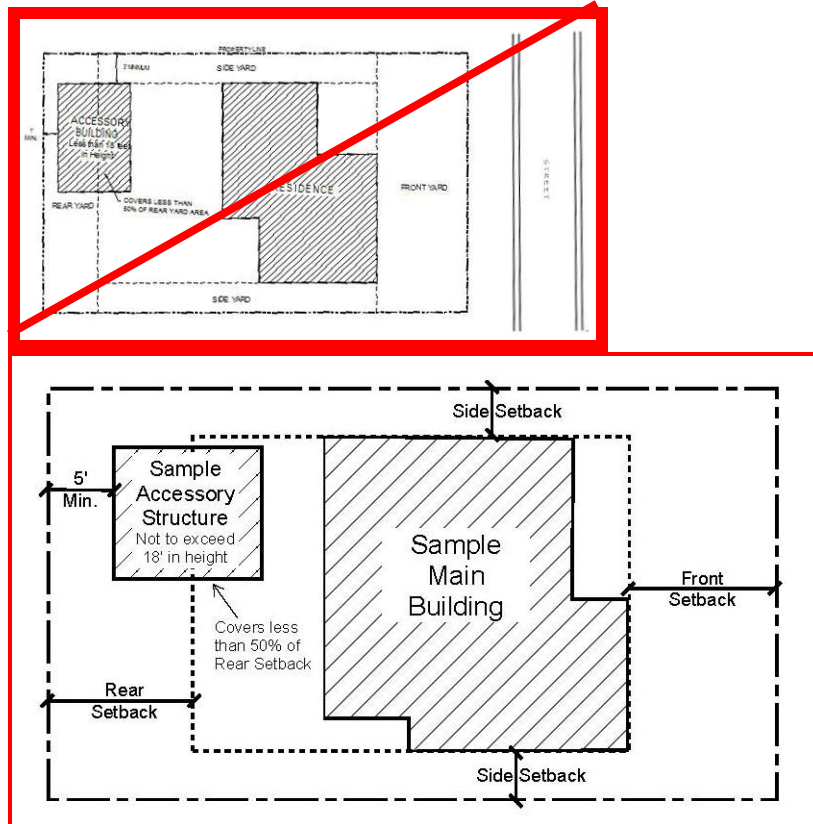
- A. **SIDE ~~YARD~~ **SETBACK****. The minimum Side ~~Yard~~ **Setback** is ten feet (10').
- B. **FRONT ~~YARD~~ **SETBACK****. The minimum Front ~~Yard~~ **Setback** is twenty feet (20'). All yards of Structures fronting on any Streets must be considered Front Yards for the purposes of determining required Setbacks. Garages must be a minimum of five feet (5') behind the front facade of the Main Building or underground.
- C. **REAR ~~YARD~~ **SETBACK****. The minimum Rear ~~Yard~~ **Setback** is ten feet (10').
- D. Front, Rear, and Side ~~Yard~~ **Setback** Exceptions as stated in Section 15-2.12-3 apply.

15-2.13 Residential Development (RD) District

15-2.13-3 Lot And Site Requirements

- B. **FRONT ~~YARD~~ **SETBACK****. The minimum Front ~~Yard~~ **Setback** is twenty feet (20'). New Front Facing Garages for Single-Family and Duplex Dwellings must be at least twenty-five feet (25') from the Front Lot Line.
- C. **FRONT ~~YARD~~ **SETBACK** EXCEPTIONS**.
 1. Within any subdivision, the Planning Commission may designate specific Single Family and Duplex Dwelling Lots on which the Front ~~Yard~~ **Setback** is ten feet (10') for the Main Building and fifteen feet (15') for the new Front Facing Garage or garage element, including any Habitable Space above the garage. This exception may be granted to:
 - a. solve Access problems to Lots with relatively steep Grades,
 - b. preserve Significant Vegetation,
 - c. eliminate or minimize cut and fill Areas,
 - d. promote Clustered Development, and
 - e. preserve Open Space.Lots to which this exception applies must be so designated on the Subdivision Plat at the time the plat is approved.
 2. **EXCEPTIONS FOR STRUCTURES**. The Front ~~Yard~~ **Setback** must be open and free of any Structure except:
 - a. Fences, walls, and retaining walls not more than four feet (4') in height, or as permitted in Section 15-4-2. On Corner Lots Fences more than three feet (3') in height are prohibited within twenty-five feet (25') of the intersection at back of curb.

- b. Uncovered steps leading to the Main Building, provided the steps are not more than four feet (4') in height from Final Grade, not including any required handrail, and do not cause any danger or hazard to traffic by obstructing the view of a Street or intersection.
 - c. Decks, porches, and Bay Windows, not more than ten feet (10') wide, projecting not more than five feet (5') into the Front ~~Yard~~ Setback.
 - d. Roof overhangs, eaves, and cornices projecting not more than three feet (3') into the Front ~~Yard~~ Setback.
 - e. Sidewalks, patios, and pathways.
 - f. Driveways leading to a garage or Parking Area. No portion of a Front Yard, except for approved driveways, patios, allowed Parking Areas, and sidewalks may be Hard-Surfaced or graveled.
 - g. Circular driveways, meeting all requirements stated in Section 15-3-4 herein.
- D. **REAR ~~YARD-SETBACK~~.** The minimum Rear ~~Yard~~ Setback is fifteen feet (15') for Main Buildings and ten feet (10') for Accessory Buildings and detached garages.
- E. **REAR ~~YARD-SETBACK~~ EXCEPTIONS.** The Rear ~~Yard~~ Setback must be open and free of any Structure except:
- 1. Bay Windows not more than ten feet (10') wide projecting not more than two feet (2') into the Rear ~~Yard~~ Setback.
 - 2. Chimneys not more than five feet (5') wide projecting not more than two feet (2') into the Rear ~~Yard~~ Setback.
 - 3. Window wells and light wells projecting not more than four feet (4') into the Rear ~~Yard~~ Setback.
 - 4. Roof overhangs and eaves projecting not more than three feet (3') into the Rear ~~Yard~~ Setback.
 - 5. Window sills, belt courses, cornices, trim, and other ornamental features projecting not more than six inches (6") beyond the window or main Structure to which it is attached.
 - 6. Detached Accessory Buildings not more than eighteen feet (18') in height and maintaining a minimum Rear ~~Yard~~ Setback of five feet (5'). Such Structures must not cover over fifty percent (50%) of the Rear ~~Yard-Setback~~. See the following illustration:



7. Hard-Surfaced Parking Areas subject to the same location requirements as detached Accessory Buildings.
8. Screened mechanical equipment, hot tubs, and similar Structures located at least five feet (5') from the Rear Lot Line.
9. Fences, walls, and retaining walls not more than six feet (6') in height. A retaining wall may have multiple steps, however, each exposed face cannot exceed six feet (6') in height and the horizontal distance between the walls, front face to rear face, must be at least three feet (3') and planted with approved vegetation. The Planning Director may approve minor deviations to the height and stepping requirements based on Site specific review.¹
10. Patios, decks, pathways, steps, and similar Structures not more than thirty inches (30") above Final Grade, provided it is located at least five feet (5') from the Rear Lot Line.

F. ~~SIDE YARD~~ SETBACK.

1. The minimum ~~Side Yard~~ Setback is twelve feet (12').
2. A ~~Side Yard~~ Setback between connected Structures is not required where Structures are designed with a common wall on a Property Line, each Structure is located on an individual Lot, the Lots are burdened with a party wall agreement in a form approved by the City Attorney and Chief Building Official, all applicable Building and Fire Code requirements are met, and the Use is an Allowed or Conditional Use in the Zoning District.
 - a. Exterior ~~Side Yard~~ Setbacks shall be based on the required minimum ~~Side Yard~~ Setback for each Lot; however the Planning Commission may

consider increasing exterior Side ~~Yard~~ Setbacks during Conditional Use Permit review to mitigate potential impacts on adjacent Property. Side ~~Yard~~ Setback exceptions continue to apply.

G. **SIDE ~~YARD-SETBACK~~ EXCEPTIONS.** The Side ~~Yard~~ Setback must be open and free of any Structure except:

1. Bay Windows not more than ten feet (10') wide, projecting not more than two feet (2') into the Side ~~Yard~~ Setback.
2. Chimneys not more than five feet (5') wide, projecting not more than two feet (2') into the Side ~~Yard~~ Setback.
3. Window wells and light wells projecting not more than four feet (4') into the Side ~~Yard~~ Setback.
4. Roof overhangs and eaves projecting not more than three feet (3') into the Side ~~Yard~~ Setback.
5. Window sills, belt courses, cornices, trim, and other ornamental features projecting not more than six inches (6") beyond the window or main Structure to which it is attached.
6. Patios, decks, pathways, steps, and similar Structures not more than thirty inches (30") in height above Final Grade, provided there is at least one foot (1') Setback to the Side Lot Line.
7. Fences, walls, and retaining walls not more than six feet (6') in height, or as permitted in Section 15-4-2. Retaining walls may have multiple steps; however, each exposed face cannot exceed six feet (6') in height and the horizontal distance between the walls, front face to rear face, must be at least three feet (3') and planted with approved vegetation. The Planning Director may approve minor deviations to the height and stepping requirements based on Site specific review.²
8. Driveways leading to an approved garage or Parking Area, maintaining a three foot (3') landscaped Setback to the Side Lot Line.
9. Detached Accessory Buildings not more than eighteen feet (18') in height, located a minimum of five feet (5') behind the front facade of the Main Building and maintaining a minimum Side ~~Yard~~ Setback of five feet (5').
10. Screened mechanical equipment, hot tubs, and similar Structures located a minimum of five feet (5') from the Side Lot Line.

H. **OTHER EXCEPTIONS.** The Planning Commission may vary Side ~~Yard~~ Setbacks in Subdivisions and Master Planned Developments. In no case shall the Planning Commission reduce Side ~~Yard~~ Setbacks to less than ten feet (10') between Structures, except as provided for in Section 15-2.13-3(F(2)).

15-2.13-4 Building Height

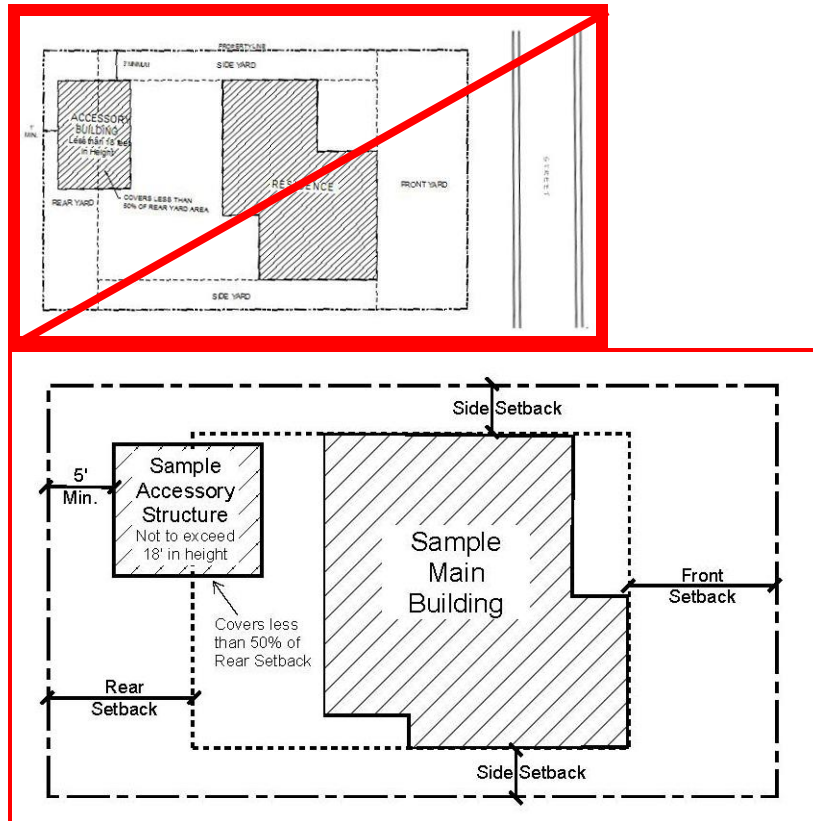
B. **OTHER HEIGHT EXCEPTIONS.** The Planning Commission may designate and condition a recorded Subdivision Plat to restrict Building Height to less than twelve feet (12') above Natural Grade for uphill Lots between the ten foot (10') Setback allowed for garages, Section 15-2.13-3(C) (1) Front ~~Yard~~ Setback Exceptions, and the normal twenty-five foot (25') Setback.

15-2.14 Residential Development-Medium Density (RDM) District

15-2.14-3 Lot And Site Requirements

- C. **FRONT YARD-SETBACK**. The minimum Front ~~Yard~~ **Setback** is twenty feet (20'). New Front Facing Garages for Single Family and Duplex Dwellings must be at least twenty five feet (25') from the Front Lot Line. Open Parking Spaces may be allowed within the required Front ~~Yard~~ **Setbacks**, but not within five feet (5') of the Side Lot Lines.
- D. **FRONT YARD-SETBACK EXCEPTIONS**. The Front ~~Yard~~ **Setback** must be open and free of any Structure except:
1. Fences, walls, and retaining walls not more than four feet (4') in height, or as permitted in Section 15-4-2. On Corner Lots, Fences more than three feet (3') in height are prohibited within twenty five feet (25') of the intersection at back of curb.
 2. Uncovered steps leading to the Main Building, provided the steps are not more than four feet (4') in height from Final Grade, not including any required hand rails, and do not cause any danger or hazard to traffic by obstructing the view of a Street or intersection.
 3. Decks, porches, and Bay Windows not more than ten feet (10') wide, projecting not more than five feet (5') into the Front ~~Yard~~ **Setback**.
 4. Roof overhangs, eaves, and cornices projecting not more than three feet (3') into the Front ~~Yard~~ **Setback**.
 5. Sidewalks, patios, and pathways.
 6. Driveways leading to a garage or Parking Area. No portion of a Front Yard, except for patios, approved driveways, allowed Parking Areas, and sidewalks may be Hard Surfaced or graveled.
 7. Circular driveways meeting all requirements stated in Section 15 3 4 herein.
- E. **REAR YARD-SETBACK**. The minimum Rear ~~Yard~~ **Setback** is ten feet (10'). On Corner Lots that ~~back up on~~ the Side ~~Yard~~ **Setback** of another Lot, the minimum Rear ~~Yard~~ **Setback** is ten feet (10').
- F. **REAR YARD-SETBACK EXCEPTIONS**. The Rear ~~Yard~~ **Setback** must be open and free of any Structure except:
1. Bay Windows not more than ten feet (10') wide, projecting not more than two feet (2') into the Rear ~~Yard~~ **Setback**.
 2. Chimneys not more than five feet (5') wide, projecting not more than two feet (2') into the Rear ~~Yard~~ **Setback**.
 3. Window wells and light wells projecting not more than four feet (4') into the Rear ~~Yard~~ **Setback**.
 4. Roof overhangs and eaves projecting not more than three feet (3') into the Rear ~~Yard~~ **Setback**.
 5. Window sills, belt courses, cornices, trim, and other ornamental features projecting not more than six inches (6") into the Rear ~~Yard~~ **Setback**.
 6. Detached Accessory Buildings not more than eighteen (18') feet in height, located a minimum of five feet (5') behind the front facade of the Main Building, and maintaining a minimum Setback of five feet (5'). Such Structure must not

cover more than fifty percent (50%) of the Rear ~~Yard Setback~~. See the following illustration:



7. Hard-Surfaced Parking Areas subject to the same location requirements as a detached Accessory Building.
8. Screened mechanical equipment, hot tubs, and similar Structures located at least five feet (5') from the Rear lot Line.
9. Fences, walls, and retaining walls not more than six feet (6') in height, or as permitted in Section 15-4-2. Retaining walls may have multiple steps; however, each exposed face cannot exceed six feet (6') in height and the horizontal distance between walls, front face to rear face, must be at least three feet (3') and planted with approved vegetation. The Community Development Director may approve minor deviations to the height and stepping requirements based on Site specific review.¹
10. Patios, decks, pathways, steps, and similar Structures not more than thirty inches (30") above Final Grade, provided it is located at least five feet (5') from the Rear Lot Line.

G. SIDE ~~YARD SETBACK~~

1. The minimum Side ~~Yard Setback~~ for any Structure is ten feet (10').
2. A Side ~~Yard Setback~~ between connected Structures is not required where Structures are designed with a common wall on a Property Line, each Structure is located on an individual Lot, the Lots are burdened with a party wall agreement in a form approved by the City Attorney and Chief Building Official, all applicable Building and Fire Code requirements are met, and the Use is an Allowed or Conditional Use in the Zoning District.

- a. Exterior Side ~~Yards Setbacks~~ shall be based on the required minimum Side ~~Yard Setback~~ for each Lot; however the Planning Commission may consider increasing exterior Side ~~Yards Setbacks~~ during Conditional Use Permit review to mitigate potential impacts on adjacent Property. Side ~~Yard Setback~~ exceptions continue to apply.
 3. On Corner Lots, the Side Yard that faces a Street or platted Right-of-Way is considered a Front Yard, ~~may not have a Side Yard that is less than~~ and the minimum Setback is fifteen feet (15').
- H. **SIDE YARD SETBACK EXCEPTIONS.** The Side ~~Yard Setback~~ must be open and free of any Structure except:
1. Bay Windows not more than ten feet (10') wide, projecting not more than two feet (2') into the Side ~~Yard Setback~~.
 2. Chimneys not more than five feet (5') wide, projecting not more than two feet (2') into the Side ~~Yard Setback~~.
 3. Window wells and light wells projecting not more than four feet (4') into the Side ~~Yard Setback~~.
 4. Roof overhangs and eaves projecting not more than three feet (3') into the Side ~~Yard Setback~~.
 5. Window sills, belt courses, cornices, trim, and other ornamental features projecting not more than six inches (6") beyond the window or Structure to which it is attached.
 6. Patios, decks, pathways, steps, and similar Structures not more than thirty inches (30") in height above Final Grade, located at least a minimum of one foot (1') from the Side Lot Line.
 7. Fences, walls, and retaining walls not more than six feet (6') in height, or as permitted in Section 15-4-2. A retaining wall may have multiple steps, however, each exposed face cannot exceed six feet (6') in height and the horizontal distance between the walls, front face to rear face, must be at least three feet (3') and planted with approved vegetation. The Planning Director may approve minor deviations to the height and stepping requirements based on Site specific review.¹
 8. Driveways leading to a garage or approved Parking Area, maintaining a three foot (3') landscaped Setback to the Side Lot Line.
 9. Detached Accessory Buildings not more than eighteen feet (18') in height, located a minimum of five feet (5') behind the front façade of the Main Building and maintaining a minimum Side ~~Yard~~ Setback of five feet (5').
 10. Screened mechanical equipment, hot tubs, and similar Structures located a minimum of five feet (5') from the Side Lot Line.
- I. **OTHER EXCEPTIONS.** The Planning Commission may vary Front, Rear and Side ~~Yards Setbacks~~ in Subdivisions and Master Planned Developments. In no case may the Planning Commission reduce Side ~~Yards Setbacks~~ to less than ten feet (10') between Structures, except as provided for in LMC Section 15-2.14-3(G) herein.

15-2.15 Residential- Medium Density (RM) District

15-2.15-3 Lot And Site Requirements

C. FRONT ~~YARD~~ SETBACK.

1. The minimum Front ~~Yard~~ Setback for all Single Family, Duplex Dwellings, and Accessory Buildings is fifteen feet (15'). See 15-2.13-3(C)(3) for exception for Lots with a depth of seventy-five feet (75') or less.
2. New Front Facing Garages for Single-Family and Duplex Dwellings must be at least twenty feet (20') from the Front Lot Line.
3. The minimum Front ~~Yard~~ Setback for Lots seventy-five feet (75') deep or less is ten feet (10').
4. See Section 15-2.15-4 for special requirements for Tri-Plex and Multi-Unit Dwellings.

D. FRONT ~~YARD~~ SETBACK EXCEPTIONS. The Front ~~Yard~~ Setback must be open and free of any Structure except:

1. Fences, walls, and retaining walls not more than four feet (4') in height, or as permitted in Section 15-4-2. On Corner Lots, Fences more than three feet (3') in height are prohibited within twenty-five feet (25') of the intersection at back of curb.
2. Uncovered steps leading to the Main Building, provided, the steps are not more than four feet (4') in height from Final Grade, not including any required handrails, and do not cause any danger or hazard to traffic by obstructing the view of a Street or intersection.
3. Decks, porches, and Bay Windows not more than ten feet (10') wide, projecting not more than five feet (5') into the Front ~~Yard~~ Setback.
4. Roof overhangs, eaves, and cornices projecting not more than three feet (3') into the Front ~~Yard~~ Setback.
5. Sidewalks, patios, and pathways.
6. Driveways leading to a garage or approved Parking Area. No portion of a Front Yard, except for approved driveways, patios, allowed Parking Areas, and sidewalks, may be Hard-Surfaced or graveled.
7. Circular driveways meeting all requirements stated in Section 15-3-4 herein.

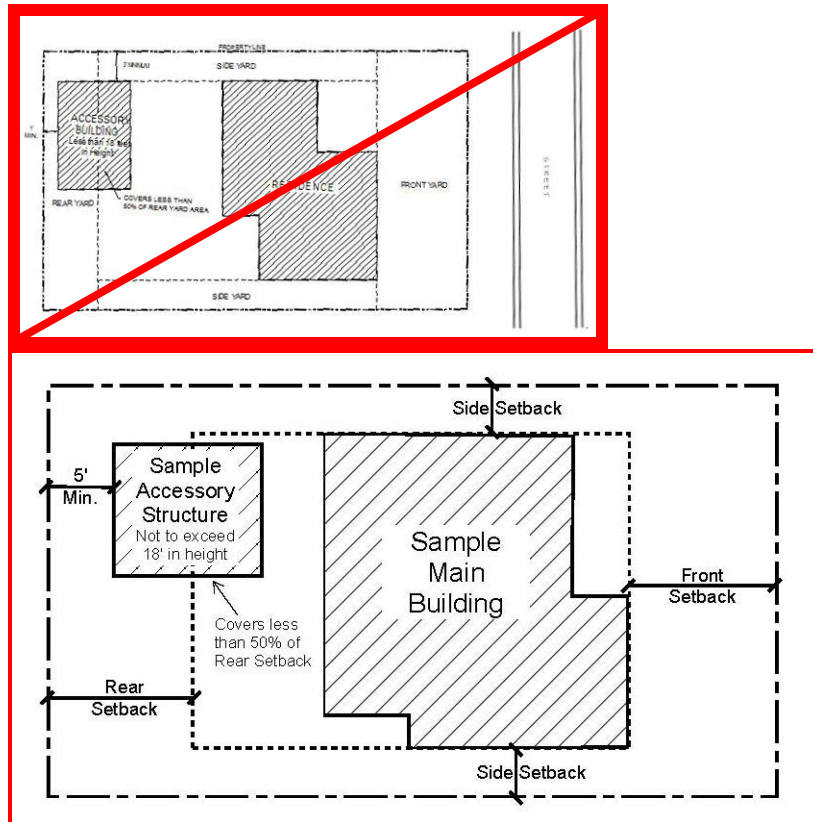
E. REAR ~~YARD~~ SETBACK.

1. The minimum Rear ~~Yard~~ Setback for Single Family and Duplex Dwellings is ten feet (10').
2. See Section 15-2.15-4 special requirements for Multi-Unit Dwellings.

F. REAR ~~YARD~~ SETBACK EXCEPTIONS. The Rear ~~Yard~~ Setback must be open and free of any Structure except:

1. Bay Windows not more than ten feet (10') wide, projecting not more than two feet (2') into the Rear ~~Yard~~ Setback.
2. Chimneys not more than five feet (5') wide, projecting not more than two feet (2') into the Rear ~~Yard~~ Setback.
3. Window wells and light wells projecting not more than four feet (4') into the Rear ~~Yard~~ Setback.

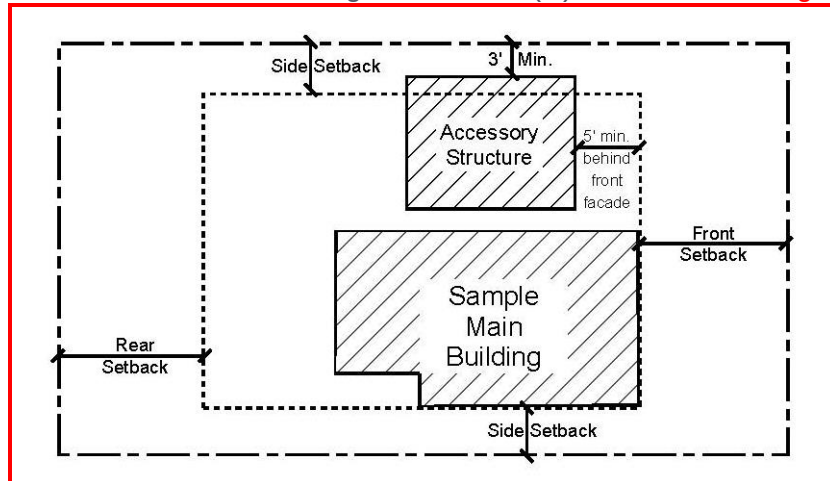
4. Roof overhangs and eaves projecting not more than three feet (3') into the Rear ~~Yard~~ **Setback**.
5. Window sills, belt courses, cornices, trim, and other ornamental features projecting not more than six inches (6") beyond the window or main Structure to which it is attached.
6. Detached Accessory Buildings not more than eighteen feet (18') in height and maintaining a minimum Rear ~~Yard~~ **Setback** of five feet (5'). Such Structures must not cover over fifty percent (50%) of the Rear ~~Yard-Setback~~ **Setback**. See the following illustration:



7. Hard-Surfaced Parking Areas subject to the same location requirements as a detached Accessory Building.
8. Screened mechanical equipment, hot tubs, and similar Structures located at least five feet (5') from the Rear Lot Line.
9. Fences, walls, and retaining walls not more than six feet (6') in height, or as permitted in Section 15-4-2. Retaining walls may have multiple steps, however, each exposed face cannot exceed six feet (6') in height and the horizontal distance between the walls, front face to rear face, must be at least three feet (3') and planted with approved vegetation.
The Planning Director may approve minor deviations to the height and stepping requirements based on Site specific review.¹
10. Patios, decks, pathways, steps, or similar Structures not more than thirty inches (30") above Final Grade, located at least five feet (5') from the Rear Lot Line.

G. **SIDE YARD-SETBACK.**

1. The minimum Side ~~Yard~~ Setback for any Single Family, Duplex Dwelling or Accessory Building is five feet (5').
2. A Side ~~Yard~~ Setback between connected Structures is not required where Structures are designed with a common wall on a Property Line, each Structure is located on an individual Lot, the Lots are burdened with a party wall agreement in a form approved by the City Attorney and Chief Building Official, all applicable Building and Fire Code requirements are met, and the Use is an Allowed or Conditional Use in the Zoning District.
 - a. Exterior Side ~~Yard~~ Setback s shall be based on the required minimum Side ~~Yard~~ Setback for each Lot; however the Planning Commission may consider increasing exterior Side ~~Yard~~ Setback s during Conditional Use Permit review to mitigate potential impacts on adjacent Property. Side ~~Yard~~ Setback exceptions continue to apply.
3. The minimum Side ~~Yard~~ Setback for a detached Accessory Building not greater than eighteen feet (18') in height, located at least five feet (5') behind the front facade of the Main Building is three feet (3'). See the following illustration:



4. On Corner Lots, the Side Yard that faces a Street or platted Right-of-Way is considered a Front Yard, and the minimum Setback is ten feet (10') for both Main and Accessory Buildings.
5. See Section 15-2.15-4 Special Requirements for Multi-Unit Dwellings.

H. **SIDE YARD-SETBACK EXCEPTIONS.** The Side ~~Yard~~ Setback must be open and free of any Structure except:

1. Bay windows not more than ten feet (10') wide, projecting not more than two feet (2') into the Side ~~Yard~~ Setback.
2. Chimneys not more than five feet (5') wide, projecting not more than two feet (2') into the Side ~~Yard~~ Setback.
3. Window wells and light wells projecting not more than four feet (4') into the Side ~~Yard~~ Setback.
4. Roof overhangs and eaves projecting not more than three feet (3') into the Side ~~Yard~~ Setback.

5. Window sills, belt courses, cornices, trim, and other ornamental features projecting not more than six inches (6") beyond the window or main Structure to which it is attached.
6. Patios, decks, pathways, steps, and similar Structures not more than thirty inches (30") in height above Final Grade, provided there is at least a one foot (1') Setback to the Side Lot Line.
7. Fences, walls, and retaining walls not more than six feet (6') in height, or as permitted in Section 15-4-2. Retaining walls may have multiple steps, however each exposed face cannot exceed six feet (6') in height and the horizontal distance between the walls, front face to rear face, must be at least three feet (3') and planted with approved vegetation. The Planning Director may approve minor deviations to the height and stepping requirements based on Site specific review.¹
8. Driveways leading to an approved garage or Parking Area maintaining a three foot (3') landscaped Setback to the Side Lot Line.
9. Paths, patios, and steps connecting to a City stairway or path.
10. Screened mechanical equipment, hot tubs, and similar Structures located a minimum of five feet (5') from the Side Lot Line.

15-2.15-4 Special Requirements For Multi-Unit Dwellings

- A. **FRONT ~~YARD-SETBACK~~**. The Front ~~Yard~~ Setback for any Triplex, or Multi-Unit Dwelling is twenty feet (20'). All new Front Facing Garages shall be a minimum of twenty-five feet (25') from the Front Property Line. All Yards fronting ~~on~~ any Street are considered Front Yards for the purposes of determining Setbacks. See Front ~~Yard~~ Setback Exceptions, Section 15-2.15-3(D).
- B. **REAR ~~YARD-SETBACK~~**. The Rear ~~Yard~~ Setback for a Triplex, or Multi-Unit Dwelling is fifteen feet (15'). See Rear ~~Yard~~ Setback Exceptions, Section 15-2.15-3(F).
- C. **SIDE ~~YARD-SETBACK~~**. The minimum Side ~~Yard~~ Setback for any Triplex, or Multi-Unit Dwelling is ten feet (10'). See Side ~~Yard~~ Setback Exceptions, Section 15-2.15-3(H).

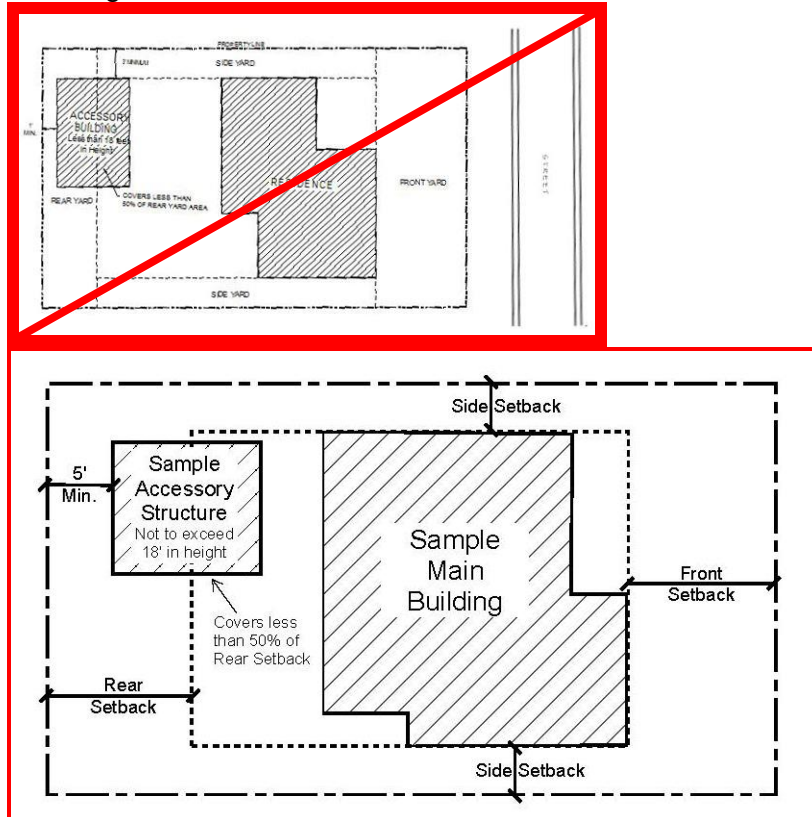
15-2.16 Recreation Commercial (RC) District

15-2.16-3 Lot And Site Requirements

- C. **FRONT ~~YARD-SETBACK~~**. The minimum Front ~~Yard~~ Setback is twenty feet (20'). See Section 15-2.16-5 for Front ~~Yard~~ Setback requirements for Single Family and Duplex Dwellings.
- D. **FRONT ~~YARD-SETBACK~~ EXCEPTIONS**. The Front ~~Yard~~ Setback must be open and free of any Structure except:
- E. **REAR ~~YARD-SETBACK~~**. The minimum Rear ~~Yard~~ Setback is ten feet (10'). See Section 15-2.16-5 for Rear ~~Yard~~ Setback requirements for Single Family and Duplex Dwellings.

F. **REAR YARD-SETBACK EXCEPTIONS.** The Rear ~~Yard~~ Setback must be open and free of any Structure except:

1. Bay Windows not more than ten feet (10') wide projecting not more than two feet (2') into the Rear ~~Yard~~ Setback.
2. Chimneys not more than five feet (5') wide projecting not more than two feet (2') into the Rear ~~Yard~~ Setback.
3. Window wells and light wells projecting not more than four feet (4') into the Rear ~~Yard~~ Setback.
4. Roof overhangs and eaves projecting not more than three feet (3') into the Rear ~~Yard~~ Setback.
5. Window sills, belt courses, cornices, trim, exterior siding, and other ornamental features projecting not more than six inches (6") beyond the window or main Structure to which it is attached.
6. Detached Accessory Buildings not more than eighteen feet (18') in height and maintaining a minimum Rear ~~Yard~~ Setback of five feet (5'). Such Structures must not cover more than fifty percent (50%) of the Rear ~~Yard~~ Setback. See the following illustration:



7. Hard-Surfaced Parking Areas subject to the same location requirements as a detached Accessory Building.
8. Mechanical equipment (which must be screened), hot tubs, or similar Structures located at least three feet (3') from the Rear Lot Line.
9. Fences, walls, and retaining walls not more than six feet (6') in height, or as permitted in Section 15-4-2. Retaining walls may have multiple steps, however, each exposed face cannot exceed six feet (6') in height and the horizontal

distance between the walls, front face to rear face, must be at least three feet (3') and planted with approved vegetation. The Planning Director may approve minor deviations to the height and stepping requirements based on Site specific review.

10. Patios, decks, pathways, steps, and similar Structures not more than thirty inches (30") above Final Grade.

G. SIDE YARD-SETBACK.

1. The minimum Side ~~Yard~~ Setback is ten feet (10'). See Section 15-2.16-5 for Side ~~Yard~~ Setback requirements for Single Family and Duplex Dwellings.
2. A Side ~~Yard~~ Setback between connected Structures is not required where Structures are designed with a common wall on a Property Line and the Lots are burdened with a party wall agreement in a form approved by the City Attorney and Chief Building Official.

H. SIDE YARD-SETBACK EXCEPTIONS. The Side ~~Yard~~ Setback must be open and free of any Structure except:

1. Bay Windows not more than ten feet (10') wide, projecting not more than two feet (2') into the Side ~~Yard~~ Setback.
2. Chimneys not more than five feet (5') wide projecting not more than two feet (2') into the Side ~~Yard~~ Setback.
3. Window wells and light wells projecting not more than four feet (4') into the Side ~~Yard~~ Setback.
4. Roof overhangs and eaves projecting not more than three feet (3') into the Side ~~Yard~~ Setback.
5. Window sills, belt courses, cornices, trim, and other ornamental features projecting not more than six inches (6") beyond the window or main Structure to which it is attached.
6. Patios, decks, pathways, steps, and similar Structures not more than thirty inches (30") in height above Final Grade.
7. Fences, walls, and retaining walls not more than six feet (6') in height, or as permitted in Section 15-4-2. Retaining walls may have multiple steps, however, each exposed face cannot exceed six feet (6') in height and the horizontal distance between the walls, front face to rear face, must be at least three feet (3') and planted with approved vegetation. The Planning Director may approve minor deviations to the height and stepping requirements based on Site specific review.
8. Driveways leading to a garage or Parking Area maintaining a three foot (3') landscaped Setback to the Side Lot Line.
9. Detached Accessory Buildings not more than eighteen feet (18') in height, located a minimum of five feet (5') behind the front facade of the Main Building and maintaining a minimum Side ~~Yard~~ Setback of five feet (5').
10. Mechanical equipment (which must be screened), hot tubs, or similar Structures located at least three feet (3') from the Side Lot line.

15-2.16-5 Special Requirements For Single Family And Duplex Dwellings

- C. **BUILDING PAD - RC DISTRICT.** The Building Pad is the Lot Area minus required Front, Rear and Side ~~Yard~~ **Yards Setback** Areas.

- D. **BUILDING FOOTPRINT – RC DISTRICT.**

TABLE 15-2.16

Lot Depth </=ft.*	Lot Width, ft. Up to:	Side Yard Yards Setbacks Min. Total, ft.		Lot Area Sq. ft.	Bldg. Pad Sq. ft.	Max. Bldg. Footprint
75 ft.	25.0	3 ft.	6 ft.	1,875	1,045	844
75 ft.	37.5	3 ft.	6 ft.	2,813	1,733	1,201
75 ft.	50.0	5 ft.	10 ft.	3,750	2,200	1,519
75 ft.	62.5	5 ft.	14 ft.	4,688	2,668	1,801
75 ft.	75.0	5 ft.	18 ft.	5,625	3,135	2,050
75 ft.	87.5	10 ft.	24 ft.	6,563	3,493	2,270
75 ft.	100.0	10 ft.	24 ft.	7,500	4,180	2,460
75 ft.	Greater than 100.0	10 ft.	30 ft.	Greater than 75 ft.	Per Setbacks and Lot Area	Per formula

*For Lots > 75' in depth use Footprint formula and Table 15-2.16a for Front and Rear Setbacks.

- E. **FRONT AND REAR ~~YARD~~ **YARDS SETBACK.**** Front and Rear ~~Yard~~ **Yards Setbacks** are as follows:

Table 15-2.16a

Lot Depth	Min. Front/Rear Setback
Up to 75 ft., inclusive	10 ft.
From 75 ft. to 100 ft.	12 ft.
Over 100 ft.	15 ft.

- F. **FRONT ~~YARD~~ **YARDS SETBACK EXCEPTIONS.**** The Front ~~Yard~~ **Yards Setback** must be open and free of any Structure except:

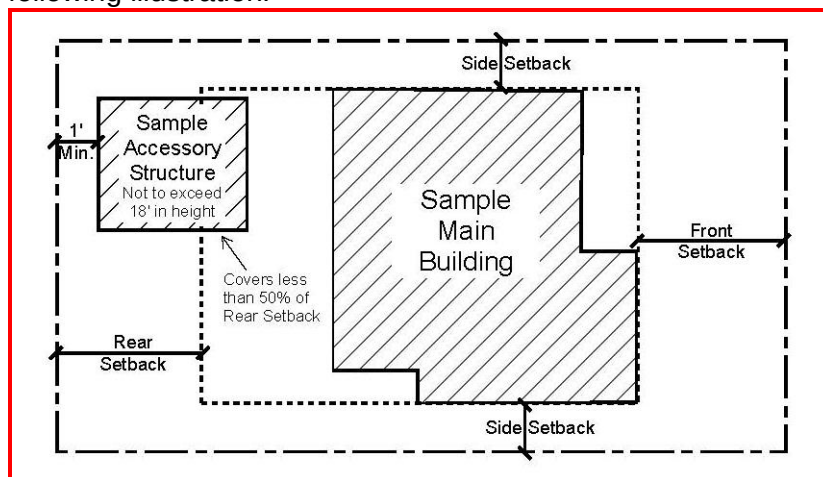
1. Fences or walls not more than four feet (4') in height, or as permitted in Section 15-4-2. Fences and Walls. On Corner Lots, Fences more than three feet (3') in

height are prohibited within twenty-five feet (25') of the intersection at back of curb.

2. Uncovered steps leading to the Main Building; provided the steps are not more than four feet (4') in height from Final Grade, not including any required handrail, and do not cause any danger or hazard to traffic by obstructing the view of the Street or intersection.
3. Decks, porches, and Bay Windows not more than ten feet (10') wide, projecting not more than three feet (3') into the Front ~~Yard~~ Setback.
4. Roof overhangs, eaves, and cornices projecting not more than three feet (3') into the Front ~~Yard~~ Setback.
5. Sidewalks, patios, and pathways.
6. A driveway leading to a garage or Parking Area. No portion of a Front Yard, except for patios, driveways, allowed Parking Areas and sidewalks may be Hard-Surfaced or graveled.

G. REAR ~~YARDS~~ SETBACK EXCEPTIONS. The Rear ~~Yard~~ Setback must be open and free of any Structure except:

1. Bay Windows not more than ten feet (10') wide, projecting not more than two feet (2') into the Rear ~~Yard~~ Setback.
2. Chimneys not more than five feet (5') wide, projecting not more than two feet (2') into the Rear ~~Yard~~ Setback.
3. Window wells and light wells projecting not more than four feet (4') into the Rear ~~Yard~~ Setback.
4. Roof overhangs and eaves projecting not more than two feet (2') into the Rear ~~Yard~~ Setback.
5. Window sills, belt courses, cornices, trim, exterior siding, and other ornamental features projecting not more than six inches (6") beyond the window or main Structure to which it is attached.
6. Detached Accessory Buildings not more than eighteen feet (18') in height, located a minimum of five feet (5') behind the front façade of the Main Building, and maintaining a minimum Rear ~~Yard~~ Setback of one foot (1'). Such Structures may not cover more than fifty percent (50%) of the Rear ~~Yard~~ Setback. See the following illustration:



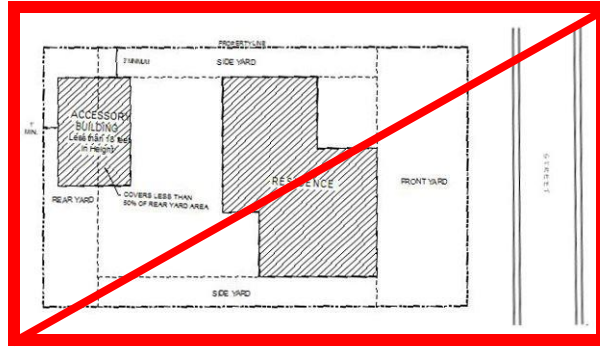
7. Hard-Surfaced Parking Areas subject to the same location requirements as a detached Accessory Building.
8. Mechanical equipment (which must be screened), hot tubs, or similar Structures located at least three feet (3') from the Rear Lot Line.
9. Fences and walls as permitted in Section 15-4-2, Fences and Walls.
10. Patios, decks, pathways, steps, and similar Structures not more than thirty inches (30") above Final Grade.
11. Pathways and steps connecting to a City staircase or pathway.

H. **SIDE YARDS SETBACKS.**

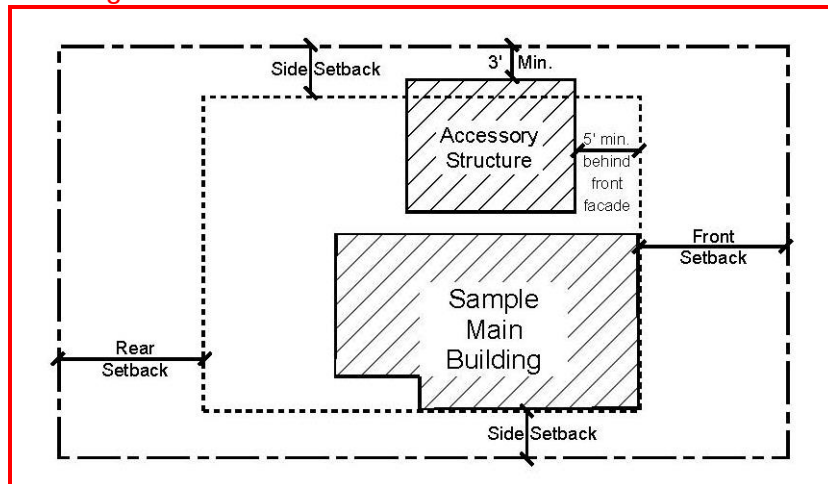
1. The minimum Side ~~Yard~~ Setback is three feet (3'), but increases for Lots greater than thirty-seven and one-half feet (37.5') in Width, as per Table 15-2.16 above.
2. Site plans and Building designs must resolve snow release issues to the satisfaction of the Chief Building Official.
3. On Corner Lots, the minimum Side ~~Yard~~ Setback that faces a side Street or platted Right-of-Way is five feet (5').
4. A Side ~~Yard~~ Setback between connected Structures is not required where Structures are designed with a common wall on a Property Line, each Structure is located on an individual Lot, the Lots are burdened with a party wall agreement in a form approved by the City Attorney and Chief Building Official, all applicable Building and Fire Code requirements are met, and the Use is an Allowed or Conditional Use in the Zoning District.
 - a. Exterior Side ~~Yards~~ Setbacks shall be based on the required minimum Side ~~Yard~~ Setback for each Lot; however the Planning Commission may consider increasing exterior Side ~~Yards~~ Setbacks during Conditional Use Permit review to mitigate potential impacts on adjacent Property. Side ~~Yard~~ Setback exceptions continue to apply.
 - b. Building Footprint shall be based on the total lot Area of the underlying Lots. The Planning Commission may consider decreasing Building Footprint during Conditional Use Permit review to mitigate potential impacts on adjacent Property.

I. **SIDE YARDS SETBACK EXCEPTIONS.** The Side ~~Yard~~ Setback must be open and free of any Structure except:

1. Bay Windows not more than ten feet (10') wide projecting not more than two feet (2') into the Side ~~Yard~~ Setback.¹
2. Chimneys not more than five Feet (5') wide projecting not more than two feet (2') into the Side ~~Yard~~ Setback.¹
3. Window wells and light wells Projecting not more than four feet (4') into the Side ~~Yard~~ Setback.¹
4. Roof overhangs and eaves projecting not more than two feet (2') into the Side ~~Yard~~ Setback. A one foot (1') roof or eave overhang is permitted on Lots with a Side ~~Yard~~ Setback of less than five feet (5').¹
5. Window sills, belt courses, trim, cornices, exterior siding, and other ornamental features projecting not more than six inches (6") beyond the window or main Structure to which it is attached.



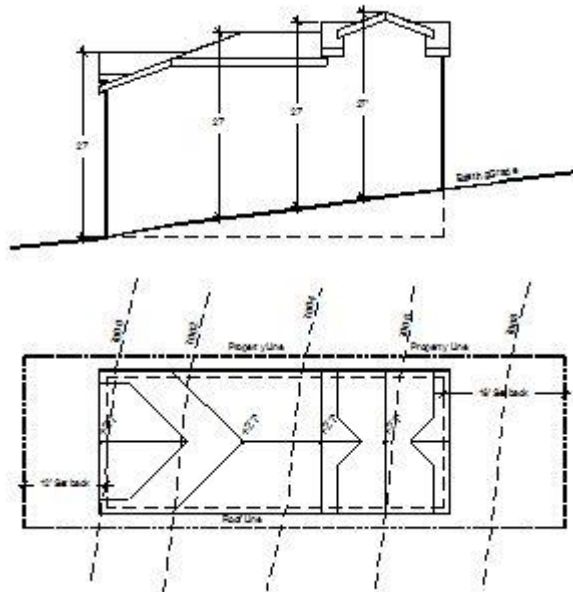
6. Patios, decks, pathways, steps, or similar Structures not more than thirty inches (30") in height from Final Grade.
7. Fences and walls as permitted in Section 15-4-2.
8. Driveways leading to a garage or approved Parking Area.
9. Pathways and steps connecting to a City staircase or pathway.
10. A detached Accessory Building, not more than eighteen feet (18') in height, located a minimum of five feet (5') behind the front facade of the Main Building, and maintaining a minimum Side ~~Yard~~ Setback of three feet (3'). See the following illustration:



11. Mechanical equipment (which must be screened), hot tubs, or similar Structures located a minimum of three feet (3') from the Side Lot Line.
- J. **SNOW RELEASE**. Site plans and Building designs must resolve snow release issues to the satisfaction of the Chief Building Official.
 - K. **CLEAR VIEW OF INTERSECTION**. No visual obstruction in excess of two feet (2') in height above Road Grade shall be placed on any Corner Lot within the Site Distance Triangle. A reasonable number of trees may be allowed, if pruned high enough to permit automobile drivers an unobstructed view. This provision must not require changes in the Natural Grade on the Site.
 - L. **BUILDING HEIGHT**. No Single Family or Duplex Dwelling Structure shall be erected to a height greater than twenty-seven feet (27'). This is the Zone Height for Single Family and Duplex Dwellings. Final Grade must be within four vertical feet (4') of Existing Grade

around the periphery of the Structure, except for the placement of approved window wells, emergency egress, and a garage entrance. The following height requirements must be met:

1. A Structure shall have a maximum height of thirty five feet (35') measured from the lowest finish floor plane to the point of the highest wall top plate that supports the ceiling joists or roof rafters.
2. A ten foot (10') minimum horizontal step in the downhill façade is required unless the First Story is located completely under the finished Grade on all sides of the Structure. The horizontal step shall take place at a maximum height of twenty three feet (23') from where Building Footprint meets the lowest point of existing Grade. Architectural features, that provide articulation to the upper story façade sSetback, may encroach into the minimum ten foot (10') sSetback but shall be limited to no more than twenty five percent (25%) of the width of the building encroaching no more than four feet (4') into the sSetback, subject to compliance with the Design Guidelines for Historic Sites and Historic Districts.
3. Roof Pitch. The primary roof pitch must be between seven:twelve (7:12) and twelve:twelve (12:12). A Green Roof may be below the required 7:12 roof pitch as part of the primary roof design. In addition, a roof that is not part of the primary roof design may be below the required 7:12 roof pitch.
 - a. A structure containing a flat roof shall have a maximum height of thirty five feet (35') measured from the lowest floor plane to the highest wall top plate that supports the ceiling joists or roof rafters. The height of the Green Roof, including the parapets, railings, or similar features shall not exceed twenty four inches (24") above the highest top plate mentioned above.



M. BUILDING HEIGHT EXCEPTIONS. The following height exceptions apply:

1. Antennas, chimneys, flues, vents, and similar Structures, may extend up to five feet (5') above the highest point of the Building to comply with International Building Code (IBC) requirements.
2. Water towers, mechanical equipment, and associated Screening, when Screened or enclosed, may extend up to five feet (5') above the height of the Building.
3. Elevator access. The Planning Director may allow additional height to allow for an elevator compliant with the American Disability Acts standards. The Applicant must verify the following:
 - a. The proposed height exception is only for the Area of the elevator. No increase in square footage is being achieved.
 - b. The proposed option is the only feasible option for the elevator on the site.
 - c. The proposed elevator and floor plans comply with the American Disability Act (ADA) standards.
4. Garage on Downhill Lot. The Planning Commission may allow additional Building Height (see entire Section 15-2.16-5 (L) on a downhill Lot to accommodate a single car wide garage in a Tandem Parking configuration; to accommodate circulation, such as stairs and/or an ADA elevator; and to accommodate a reasonably sized front entry area and front porch that provide a Compatible streetscape design. The depth of the garage may not exceed the minimum depth for internal Parking Space(s) as dimensioned within this Code, Section 15-3. The additional Building Height may not exceed thirty-five feet (35') from Existing Grade.

¹Applies only to Lots with a minimum Side ~~Yard~~ **Setback** of five feet (5') or greater.

15-2.16-8 Parking Regulations

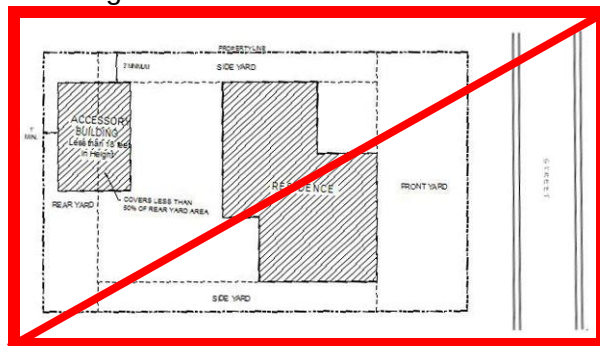
- D. A Parking Structure may occupy below Grade Side and Rear ~~Yards~~ **Setbacks** if the Structure maintains all Setbacks above Grade. Common Parking Structures requiring a Conditional Use permit are subject to a Conditional Use review, Chapter 15-1-10.

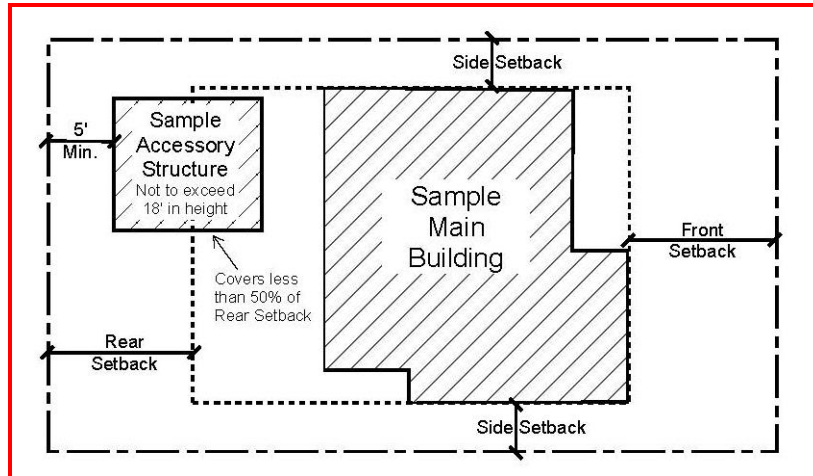
15-2.18 General Commercial (GC) District

15-2.18-3 Lot And Site Requirements

- A. **FRONT ~~YARDS~~ **SETBACK****. The minimum Front ~~Yard~~ **Setback** is twenty feet (20') for all Main and Accessory Buildings and Uses. The twenty foot (20') Front ~~Yard~~ **Setback** may be reduced to ten feet (10'), provided all on-Site parking is at the rear of the Property or underground. The Frontage Protection Overlay Zone (FPZ) requires a minimum landscaped buffer of thirty-feet (30') in width abutting the Street. See Section 15-2.20. The Prospector Overlay allows reduced site requirements for designated Affected Lots. See Section 15-2.18-3(l)
- B. **FRONT ~~YARD~~ **SETBACK** **EXCEPTIONS****. The Front ~~Yard~~ **Setback** must be open and free of any Structure except:

1. Fence, walls, and retaining walls not more than four feet (4') in height, or as permitted in Section 15-4-2. On Corner Lots, Fences more than three feet (3') in height are prohibited within twenty-five feet (25') of the intersection at back of curb.
 2. Uncovered steps leading to the Main Building; provided, the steps are not more than four feet (4') in height from Final Grade, not including any required handrails, and do not cause any danger or hazard to traffic by obstructing the view of the Street or intersection.
 3. Roof overhangs, eaves, and cornices projecting not more than three feet (3') into the Front ~~Yard~~ **Setback**.
 4. Sidewalks, patios, and pathways.
 5. Decks, porches, and Bay Windows not more than ten feet (10') wide, projecting not more than three feet (3') into the Front ~~Yard~~ **Setback**.
 6. Driveways leading to a garage or Parking Area. No portion of a Front Yard, except for driveways, allowed Parking Areas and sidewalks may be Hard-Surfaced or graveled. See Section 15-3-3 General Parking Area and Driveway Standards.
 7. Circular driveways meeting all requirements stated in Section 15-3-4.
- C. **REAR ~~YARD~~ SETBACK**. The minimum Rear ~~Yard~~ **Setback** is ten feet (10'). The Prospector Overlay allows reduced site requirements for designated Affected Lots. See Section 15-1-2.18-3(l).
- D. **REAR ~~YARD~~ SETBACK EXCEPTIONS**. The Rear ~~Yard~~ **Setback** must be open and free of any Structure except:
1. Bay Window or chimneys not more than ten feet (10') wide, projecting not more than two feet (2') into the Rear ~~Yard~~ **Setback**.
 2. Window wells and light wells projecting not more than four feet (4') into the Rear ~~Yard~~ **Setback**.
 3. Roof overhangs and eaves projecting not more than three feet (3') into the Rear ~~Yard~~ **Setback**.
 4. Window sills, belt courses, cornices, trim and other ornamental features projecting not more than six inches (6") beyond the window or main Structure to which it is attached.
 5. Detached Accessory Buildings not more than eighteen feet (18') in height and maintaining a minimum Rear ~~Yard~~ **Setback** of five feet (5'). Such Structures must not cover more than fifty percent (50%) of the Rear ~~Yard~~ **Setback**. See the following illustration:





6. Hard-Surfaced Parking Areas subject to the same location requirements as a detached Accessory Buildings and meeting all landscaping requirements stated in Section 15-3-3.
7. Screened mechanical equipment, hot tubs, and similar Structures located at least five feet (5') from the Rear Lot Line.
8. Fences, walls, and retaining walls not more than six feet (6') in height, or as permitted in Section 15-4-2. Retaining walls may have multiple steps, however, each exposed face cannot exceed six feet (6') in height and the horizontal distance between the walls, front face to rear face, must be at least three feet (3') and planted with approved vegetation.

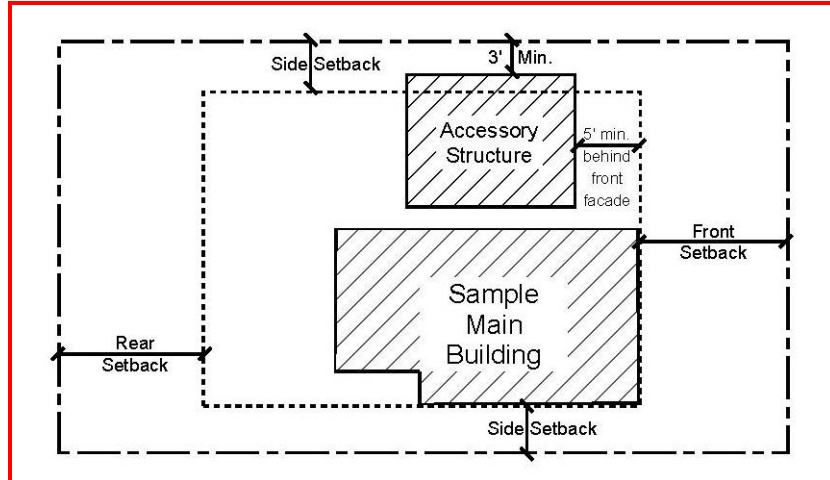
The Planning Director may approve minor deviations to the height and stepping requirements based on Site specific review.

9. Patios, decks, pathways, steps, and similar Structures not more than thirty inches (30") above Final Grade, provided it is located at least five feet (5') from the Rear Lot Line.
10. Enclosed porches, including a roof and open on three (3) sides, and similar Structures not more than nine feet (9') into the Rear ~~Yard~~ **Setback** provided the adjoining Property is dedicated as Natural or Landscaped Open Space and meets minimum International Building Code (IBC) and Fire Code requirements.

E. **SIDE ~~YARD~~ **SETBACK.****

1. The minimum Side ~~Yard~~ **Setback** is ten feet (10').
2. A Side ~~Yard~~ **Setback** between connected Structures is not required where Structures are designed with a common wall on a Property Line, each Structure is located on an individual Lot, the Lots are burdened with a party wall agreement in a form approved by the City Attorney and Chief Building Official, all applicable Building and Fire Code requirements are met, and the Use is an Allowed or Conditional Use in the Zoning District.
 - a. Exterior Side ~~Yards~~ **Setbacks** shall be based on the required minimum Side ~~Yard~~ **Setback** for each Lot; however the Planning Commission may consider increasing exterior Side ~~Yards~~ **Setbacks** during Conditional Use Permit review to mitigate potential impacts on adjacent Property. Side ~~Yard~~ **Setback** exceptions continue to apply.

3. The minimum Side ~~Yard~~ Setback for a Detached Accessory Building not greater than eighteen feet (18') in height, located at least five feet (5') behind the front facade of the Main Building must be one foot (1'), except when an opening is proposed on an exterior wall adjacent to the Property Line, at which time the minimum Side ~~Yard~~ Setback must be three feet (3'). See the following illustration:



4. On Corner Lots, the Side Yard that faces a Street is considered a Front Yard, and the Setback must not be less than twenty feet (20').
5. The Prospector Overlay allows reduced site requirements for designated Affected Lots. See Section 15-2.18-3(l).

F. **SIDE ~~YARD~~ SETBACK EXCEPTIONS.** The Side ~~Yard~~ Setback must be open and free of any Structure except:

1. Bay Windows and chimneys not more than ten feet (10') wide projecting not more than two feet (2') into the Side ~~Yard~~ Setback.
2. Window wells and light wells projecting not more than four feet (4') into the Side ~~Yard~~ Setback.
3. Roof overhangs and eaves projecting not more than three feet (3') into the Side ~~Yard~~ Setback.
4. Window sills, belt courses, cornices, trim, and other ornamental features projecting not more than six inches (6") beyond the window or main Structure to which it is attached.
5. Patios, decks, pathways, steps, and similar Structures not more than thirty inches (30") above Grade, provided there is at least one foot (1') Setback from the Side Lot Line.
6. Awnings over a doorway or window extending not more than three feet (3') into the Side ~~Yard~~ Setback.
7. Fences, walls, and retaining walls not more than six feet (6') in height, or as permitted in Section 15-4-2. Retaining walls may have multiple steps, however, each exposed face cannot exceed six feet (6') in height and the horizontal distance between the walls, front face to rear face, must be at least three feet (3') and planted with approved vegetation. The Planning Director may approve minor deviations to the height and stepping requirements based on Site specific review.
8. Driveways leading to a garage or Parking Area maintaining a three foot (3') landscaped Setback to the Side Lot Line.

9. Paths and steps connecting to a City stairway, trail, or path.
 10. Screened mechanical equipment, hot tubs, and similar Structures located a minimum of five feet (5') from the Side Lot Line.
 11. Unenclosed porches, including a roof and open on three (3) sides, and similar Structures not more than nine feet (9') into the Side ~~Yard~~ **Setback** provided the adjoining Property is dedicated as Natural or Landscaped Open Space and meets minimum International Building Code (IBC) and Fire Code requirements.
- G. **SNOW RELEASE**. Site plans and Building design must resolve snow release issues to the satisfaction of the Chief Building Official.
- H. **CLEAR VIEW OF INTERSECTION**. No visual obstruction in excess of two feet (2') in height above Road Grade shall be placed on any Corner Lot within the Site Distance Triangle. A reasonable number of trees may be allowed, if pruned high enough to permit automobile drivers an unobstructed view. This provision must not require changes in the Natural Grade on the Site.
- I. **PROSPECTOR OVERLAY ESTABLISHING A MAXIMUM FLOOR AREA FOR DEVELOPMENT**. The following requirements apply to specific Lots in the Prospector Square Subdivision:
1. **AFFECTED LOTS**. Lots 2A through Lot 49D, except Lots 40, 41, 42, 43, 44, 45, and 46, and parking Lots A through K as shown on the Amended Prospector Square Subdivision Plat.
 2. **MAXIMUM FLOOR AREA RATIO (FAR)**. The FAR must not exceed two (2.0) for all Affected Lots as specified above. All Uses within a Building, except enclosed Parking Areas, are subject to the Floor Area Ratio (FAR). Parking Lots A - K must have no Use other than parking and related Uses such as snow plowing, striping, repaving and landscaping.
 3. **REDUCED SITE REQUIREMENTS**. In the Prospector Square Subdivision, Front, Side and Rear ~~Yards~~ **Setbacks** may be reduced to zero feet (0') for all Affected Lots as specified above. Commercial Lots within the Frontage Protection Zone shall comply with FPZ ~~s~~**Setbacks** per LMC Section 15-2-20. This section is not intended to conflict with the exceptions listed above nor shall it be interpreted as taking precedence over the requirement of Section 15-2.18-3(H) Clear View of Intersection.

15-2.19 Light Industrial (LI) District

15-2.19-5 Lot And Site Requirements

- C. **FRONT ~~YARD~~ **SETBACK****. The minimum Front ~~Yard~~ **Setback** is thirty feet (30').
- D. **FRONT ~~YARD~~ **SETBACK** EXCEPTIONS**. The Front ~~Yard~~ **Setback** must be open and free of any Structure except:
1. Fences, walls, and retaining walls not more than four feet (4') in height, or as permitted in Section 15-4-2. On Corner Lots, Fences more than three feet (3') in

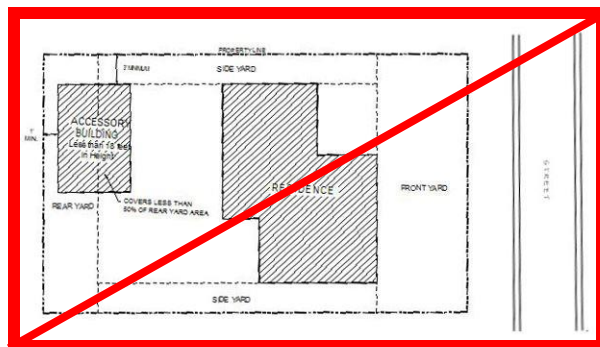
height are prohibited within twenty-five feet (25') of the intersection at back of curb.

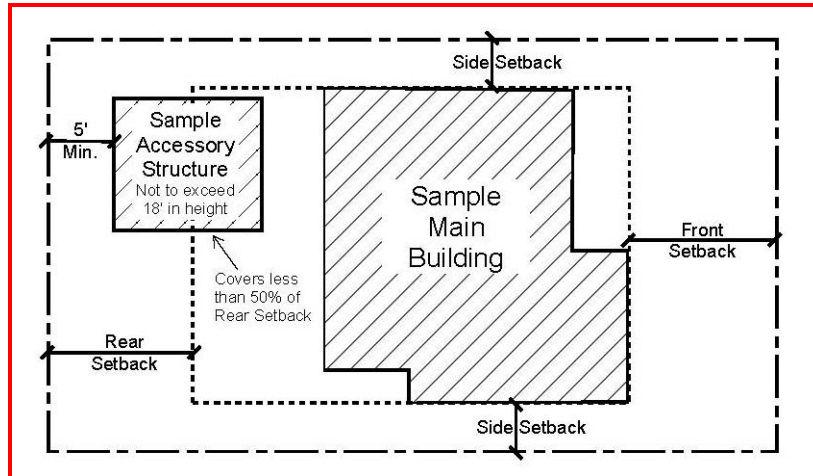
2. Uncovered steps leading to the Main Building; provided the steps are not more than four feet (4') in height from Final Grade, not including any required handrails, and do not cause danger or hazard to traffic by obstructing the view of the Street or intersection.
3. Roof overhangs, eaves, and cornices projecting not more than three feet (3') into the Front ~~Yard~~ Setback.
4. Sidewalks, patios, and pathways.
5. Decks, porches, and Bay Windows not more than ten feet (10') wide, projecting not more than three feet (3') into the Front ~~Yard~~ Setback.
6. Driveway leading to a garage or Parking Area. No portion of a Front Yard except for driveways and/or allowed Parking Areas and sidewalks may be Hard-Surfaced or graveled. See Section 15-3.3 General Parking Area and Driveway Standards.
7. Circular driveways meeting all requirements stated in Section 15-3-4.

E. **REAR ~~YARD~~ SETBACK**. The minimum Rear ~~Yard~~ Setback is ten feet (10').

F. **REAR ~~YARD~~ SETBACK EXCEPTIONS**. The Rear ~~Yard~~ Setback must be open and free of any Structure except:

1. Bay Windows and Chimneys not more than ten feet (10') wide projecting not more than two feet (2') into the Rear ~~Yard~~ Setback.
2. Light wells and window wells projecting not more than four feet (4') into the Rear ~~Yard~~ Setback.
3. Roof overhangs and eaves projecting not more than three feet (3') into the Rear ~~Yard~~ Setback.
4. Window sills, belt courses, cornices, trim, or other ornamental features projecting not more than six inches (6') beyond the window or Structure to which it is attached.
5. Detached Accessory Buildings not more than eighteen feet (18') in height and maintaining a minimum Rear ~~Yard~~ Setback of five feet (5'). Such Structures must not cover more than fifty percent (50%) of the Rear ~~Yard~~ Setback. See the following illustration:





6. Hard-Surfaced Parking Areas subject to the same location requirements as a detached Accessory Building meeting all landscaping requirements stated in LMC Chapter 15-3-3 and Title 14.
7. Screened mechanical equipment, hot tubs, and similar Structures located at least five feet (5') from the Rear Lot Line.
8. Fences, walls, and retaining walls not more than six feet (6') in height, or as permitted in Section 15-4-2. Retaining walls may have multiple steps, however, each exposed face cannot exceed six feet (6') in height and the horizontal distance between the walls, front face to rear face, must be at least three feet (3') and planted with approved vegetation. The Planning Director may approve minor deviations to the height and stepping requirements based on Site specific review.¹
9. Patios, decks, pathways, steps, and similar Structures not more than thirty inches (30") above Final Grade provided it is located at least five feet (5') from the Rear Lot Line.

G. SIDE YARD SETBACK.

1. The minimum Side ~~Yard~~ Setback is ten feet (10').
2. A Side ~~Yard~~ Setback between connected Structures is not required where Structures are designed with a common wall on a Property Line, each Structure is located on an individual Lot, the Lots are burdened with a party wall agreement in a form approved by the City Attorney and Chief Building Official, all applicable Building and Fire Code requirements are met, and the Use is an Allowed or Conditional Use in the Zoning District.
 - a. Exterior Side ~~Yard~~ Setback shall be based on the required minimum Side ~~Yard~~ Setback for each Lot; however the Planning Commission may consider increasing exterior Side ~~Yard~~ Setback during Conditional Use Permit review to mitigate potential impacts on adjacent Property. Side ~~Yard~~ Setback exceptions continue to apply.
3. The minimum Side ~~Yard~~ Setback for a detached Accessory Buildings not more than eighteen feet (18') in height, located a minimum of five feet (5') behind the front facade of the Main Building, ~~and maintaining a minimum Side Yard~~ is five feet (5').

4. On Corner Lots, the Side Yard that faces a Street is considered a Front Yard and the Setback must not be less than twenty feet (20').

H. **SIDE ~~YARD~~ SETBACK EXCEPTIONS.** The Side ~~Yard~~ Setback must be open and free of any Structure except:

1. Bay Windows and chimneys not more than ten feet (10') wide, projecting not more than two feet (2') into the Side ~~Yard~~ Setback.
2. Window wells and light wells projecting not more than four feet (4') into the Side ~~Yard~~ Setback.
3. Roof overhangs and eaves projecting not more than three feet (3') into the Side ~~Yard~~ Setback.
4. Window sills, belt courses, cornices, trim, and other ornamental features projecting not more than six inches (6") beyond the window or main Structure to which it is attached.
5. Patios, decks, pathways, steps, and similar Structures not more than thirty inches (30") above Grade, provided there is at least one foot (1') Setback from the Side Lot Line.
6. Awnings over doorways and windows projecting not more than three feet (3') into the Side ~~Yard~~ Setback.
7. Fences, walls, and retaining walls not more than six feet (6') in height, or as permitted in Section 15-4-2. Retaining walls may have multiple steps, however, each exposed face cannot exceed six feet (6') in height and the horizontal distance between the walls, front face to rear face, must be at least three feet (3') and planted with approved vegetation. The Planning Director may approve minor deviations to the height and stepping requirements based on Site specific review.¹
8. Driveways leading to a garage or Parking Area maintaining a three foot (3') landscaped Setback to the Side Lot Line.
9. Paths and steps connecting to a City stairway, trail, or path.
10. Screened mechanical equipment, hot tubs, and similar Structures located a minimum of five feet (5') from the Side Lot Line.

15-2.22 Public Use Transition (PUT) District

15-2.22-3 Lot And Size Requirements

- B. **FRONT, REAR AND SIDE ~~YARDS~~ SETBACKS.** There are no minimum required Front, Rear, or Side ~~Yard~~ Setback dimensions in the PUT District; however, where new construction abuts a residential zone, the new construction shall meet the required minimum Setback of the abutting zone.

15-2.23 Community Transition (CT) District

15-2.23-3 Lot And Size Requirements

- B. **FRONT, REAR AND SIDE ~~YARDS~~ SETBACKS.** The minimum Front, Side, and Rear ~~Yards~~ Setbacks for all Structures is twenty-five feet (25'). The Planning Commission may vary required ~~yards~~ Setbacks in Subdivisions and Master Planned Developments. In no

case shall the Planning Commission reduce Side ~~Yards~~ Setbacks to allow less than ten feet (10') between Structures. Setbacks may be further restricted by Frontage Protection Overlay (FPZ) standards and/or Master Planned Development conditions of approval.

1. A Side ~~Yard~~ Setback between connected Structures is not required where Structures are designed with a common wall on a Property Line, each Structure is located on an individual Lot, the Lots are burdened with a party wall agreement in a form approved by the City Attorney and Chief Building Official, all applicable Building and Fire Code requirements are met, and the Use is an Allowed or Conditional Use in the Zoning District.
 2. Exterior Side ~~Yard~~ Setback shall be based on the required minimum Side ~~Yard~~ Setback for each Lot; however the Planning Commission may consider increasing exterior Side ~~Yards~~ Setbacks during Conditional Use Permit review to mitigate potential impacts on adjacent Property. Side ~~Yard~~ Setback exceptions continue to apply.
- C. **FRONT, SIDE, AND REAR ~~YARDS~~ SETBACK EXCEPTIONS.** Fences, walls, stairs, paths, trails, sidewalks, patios, driveways, Ancillary Structures, and approved Parking Areas are allowed as exceptions in the Front, Side, and Rear ~~Yards~~ Setbacks. Screened mechanical and utility equipment, hot tubs, and decks are allowed as exceptions in the Side and Rear ~~Yards~~ Setbacks provided that a minimum five feet (5') Setback is maintained.

15-3-3 General Parking Area And Driveway Standards

Off-Street parking shall meet the following standards:

A. GRADING AND DRAINAGE.

1. Parking Areas must be Graded for proper drainage with surface water diverted to a specified Area approved by the City Engineer, to keep the Parking Area free of accumulated water and ice.
2. Adequate control curbs must be installed to control drainage and direct vehicle movement.
3. Parking Area drainage must be detained on Site, treated if required under NPDES (National Pollution Discharge Elimination Standards), and channeled to a storm drain or gutter as approved by the City Engineer.
4. Driveways must not exceed a fourteen percent (14%) Slope.
5. Drives serving more than one Single-Family Dwelling shall provide a minimum twenty foot (20') transition Area at no greater than two percent (2%) Slope beginning at the back of the curb, or as otherwise approved by the City Engineer, in anticipation of future Street improvements.

B. SURFACING. Parking Areas and driveways must be Hard-Surfaced, maintained in good condition, and clear of obstructions at all times. See Required ~~Yard~~ **Setback** Exceptions in Chapter 2 for further drive and parking requirements in specific Zoning Districts.

C. PARKING AREA LIGHTING. Low pressure or high pressure sodium light sources are the only allowed light sources for Parking Areas with five (5) or more spaces. Lighting fixtures affixed to Buildings for the purposes of lighting Parking Areas shall be prohibited. Light levels should be designed with minimum light trespass off Site by using cut off Luminaries that are Fully Shielded with no light distributed above the horizontal plane of the Luminaire.

1. **MAXIMUM LIGHT DISTRIBUTION.** For uniformity in lighting and prevention of shadows, an average horizontal luminance level of two (2) Foot Candles with a 4:1 Uniformity Ratio over the Site is the maximum allowed.
2. **POLE HEIGHT/WATTAGE/DESIGN.** Luminaries mounting height must be, measured from the Parking Lot or driveway surface, in the range of twelve feet (12') to twenty feet (20') as determined by the Planning Department and/or the Planning Commission. The maximum height shall only be allowed after the review and approval of the Planning Department with specific findings. The determination shall be based on:
 - a. review of the Site plan,
 - b. proposed land Uses
 - c. surrounding land Uses,
 - d. Parking Area size
 - e. Building mass,
 - f. location of the Site with respect to other lighting sources,
 - g. impacts on the adjacent Properties,

- h. topography of Site, and
- i. other Site features.

Light poles higher than sixteen feet (16') are appropriate only for Parking Areas exceeding two hundred (200) stalls and not in close proximity to residential Areas.

3. PARKING AREA WATTAGE/DESIGN STANDARD.

- a. Luminaries for twelve foot (12') to sixteen foot (16') poles must not exceed fifty (50) watts per fixture or 105 watts per pole.
- b. Luminaries for eighteen foot (18') and twenty foot (20') poles must not exceed seventy-five (75) watts per fixture or 150 watts per pole.
- c. Wood fixtures and fixtures mounted on wooden poles are encouraged. They must be naturally stained or painted in earth tones. If metal fixtures or poles are used they should be black, dark brown or earth tone.
- d. The base of the pole shall be treated with paint, stain, stucco or another form of decorative cover. All attempts shall be made to place the base of light poles within landscape Areas.

4. UNDERGROUND PARKING GARAGE ENTRYWAYS. Light sources within the first thirty feet (30') of an open garage entryway must be high pressure sodium light sources with partially shielded fixtures.

5. SUBMISSION REQUIREMENTS. An Application for Development with Off-Street parking must contain the following:

- a. plans indicating the location on the premises, and the type of illumination devices, fixtures, lamps, supports, reflectors, installation and electrical details;
- b. description of illuminating devices, fixtures, lamps, supports, reflectors, and other devices, that may include, but is not limited to, manufacturer catalog cuts and drawings, including section where required;
- c. photometric data, such as that furnished by manufacturers or similar showing the angle of the cut off or light emission. A point by point light plan may be required to determine the adequacy of the lighting over the Site.

6. NON-CONFORMANCE. All operable outdoor light fixtures previously lawfully installed, that do not meet these lighting requirements, are considered to be non-conforming fixtures. The Applicant must bring such fixtures into compliance with this Code with any exterior Building Permit. On residential Structures, only new exterior fixtures on remodels or new additions must comply with these requirements.

D. PARKING AREA LANDSCAPING. Landscaping for Parking Areas is considered Landscaped Open Space.

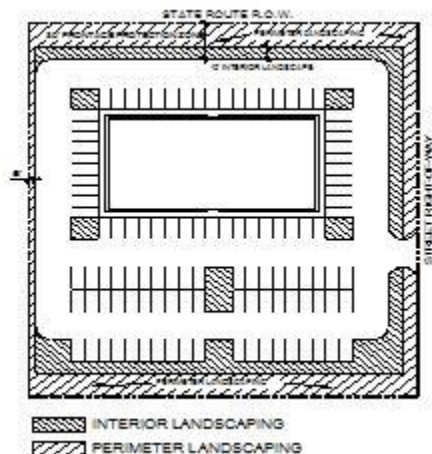
- 1. **SIZE OF PARKING AREA.** For purposes of this Section, a Parking Area is defined as five spaces or more. Underground parking or Parking Structures are excluded from the provisions of this Section except Screening.
- 2. **CALCULATION OF PARKING AREA.** The Parking Area includes all spaces, aisles, and drives, as defined by the top-back of curb or edge of pavement.

3. **INTERIOR LANDSCAPING REQUIREMENTS IN THE GENERAL COMMERCIAL (GC), REGIONAL COMMERCIAL OVERLAY (RCO), COMMUNITY TRANSITION (CT), AND LIGHT INDUSTRIAL (LI) ZONING DISTRICTS.** Each Parking Area in the GC, RCO, CT, and LI Districts must have an Interior Landscaped Area equivalent to twenty percent (20%) of the total Parking Area, including drive aisles. Parking Areas with fewer than fifty (50) spaces must have an Interior Landscaped Area equivalent to ten percent (10%) of the Parking Area. Ten feet (10') of required Perimeter Landscaping may count towards the Interior Landscaped Area.

In the design of large Parking Areas, bays or stalls shall generally be separated approximately every twelve to fifteen (12-15) stalls, by landscaping islands to break up the mass of Hard-Surfaced paving. The Parking Area must be designed to provide adequate snow storage in winter and should utilize best management practices, such as bio swales, oil and sand separators, and other methods to prevent surface and ground water contamination. See Section 15-3-3(E).

Landscaped Areas shall generally not be less than five feet (5') wide. A reduction in the landscape Area width may be granted by the Planning Director if the Applicant provides acceptable mitigation to vegetate and buffer the unenclosed Parking Area. Building foundation landscaping does not count towards Interior Landscaping Area.

NON-CONFORMANCE. All landscaping previously lawfully installed, that does not meet these requirements is considered non-conforming landscaping. The Applicant must bring such landscaping into compliance with this Code with any change in Use that increases the Parking Ratio requirements for the Site.



4. **INTERIOR LANDSCAPING IN OTHER ZONES.** Parking should generally be located to the rear of Buildings or Screened so it does not dominate the Streetscape. In the design of large Parking Areas, bays or stalls shall generally be separated by approximately every ten to twelve (10-12) stalls landscaping islands to break up the mass of Hard-Surface paving. The Parking Area must be designed to provide adequate snow storage in winter.

Landscaped Areas shall generally not be less than five feet (5') wide. A reduction

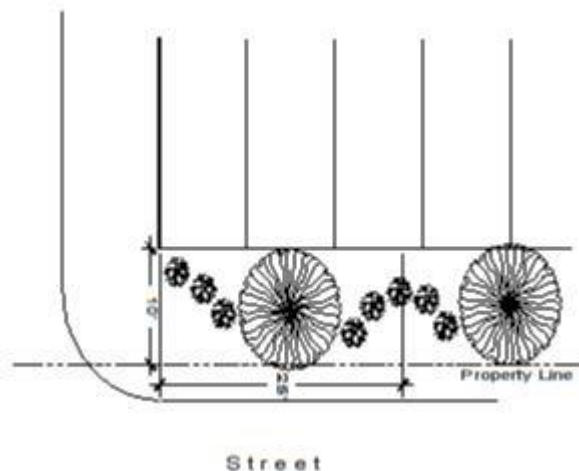
in the landscape Area width may be granted by the Planning Director if the Applicant provides acceptable mitigation to vegetate and buffer the unenclosed Parking Area.

5. **PERIMETER LANDSCAPING.** Unless a driveway exception is used, unenclosed Parking Areas shall generally include landscaping on all perimeter Property Lines. This provision shall not be required in zoning districts that allow zero Lot Line Development, or within the Historic District Zones, unless required as part of an approved Master Planned Development.

Landscaped Areas shall generally not be less than five feet (5') wide. A reduction in the Landscape Area width may be granted by the Planning Director if the Applicant provides acceptable mitigation to vegetate and buffer the unenclosed Parking Area.

The Applicant shall generally maintain a minimum of one (1) tree and five (5) shrubs per twenty-five linear feet (25') of Landscaped Area. Trees and shrubs may be clustered as part of good design.

The Frontage Protection Overlay Zone (FPZ) requires a minimum landscaped buffer of thirty feet (30') in width, abutting the Street.



6. **SNOW STORAGE.** Snow storage Areas may be included in the Interior or Perimeter Landscaped Areas if they are landscaped to accommodate snow storage.
7. **STORM WATER DETENTION/POLLUTION CONTROL.** Landscaped Areas used for storm water detention and pollution control may count towards the landscaping requirements.
8. **CLEAR VIEW OF INTERSECTION.**
 - a. Corner Lots. No landscape obstruction is allowed in excess of two feet (2') in height above Street Grade within the Sight Distance Triangle. A reasonable number of trees with lower branches pruned to six feet (6') to

permit automobile drivers and pedestrians an unobstructed view of the intersection may be allowed by Administrative Permit.

- b. **Driveway Access.** The same criteria as used on corner Lots apply to driveway Access except that the triangular Area is defined by the intersection of the road Right-of-Way, the line extending from the point-of-curve at the top-back-of-curb, and a line connecting them at points twenty-five feet (25') from their intersection.

E. **SNOW STORAGE.** Where parking availability will be affected by weather conditions, the Owner must provide adequate non-Hard Surfaced and landscaped snow storage Areas. Said snow storage Areas must be on-Site and equivalent to fifteen percent (15%) of the total Hard-Surfaced Area; including, Parking Spaces, aisles, driveways, curbing, gutters, and sidewalks adjacent to each surface Lot in a usable, readily accessible location. Landscaping of these Areas shall accommodate snow removal and storage on-Site.

F. **PARKING SPACE DIMENSIONS.**

1. Parking Spaces must be at least nine feet (9') wide by eighteen feet (18') long. The City Engineer may approve minor variations in Parking Space dimensions.
2. ADA Parking Space width requirements vary and shall be consistent with current International Building Code standards.
3. Compact spaces with dimensions of nine feet (9') wide by sixteen feet (16') long may be provided. These spaces are not Code spaces for the purpose of satisfying parking requirements.

G. **STREET ACCESS AND CIRCULATION.** Off-Street Parking Areas must have unobstructed Access to a Street or alley. The Parking Area design for five (5) or more vehicles must not necessitate backing cars onto adjoining public sidewalks, parking strips, or roadways. With the exception of permitted Tandem Parking, Parking Spaces shall be independently accessible and unobstructed.

Applicants for all Drive-up or Drive-through service windows or facilities must provide sufficient stacking space for vehicles waiting for service, to prevent vehicles from waiting in the Right-of-Way.

H. **DRIVEWAY WIDTHS AND SPACING.**

1. **DRIVEWAY WIDTHS AND SPACING.** The following driveway width dimensions are required. Additional driveway standards for the Historic District are outlined in Section 15-3-8 of this Chapter. Minor variations in driveway widths may be approved by the City Engineer.

PROPOSED USE	MINIMUM WIDTH	MAXIMUM WIDTH
RESIDENTIAL Single-Family Duplex Shared Driveways	10'	27'
RESIDENTIAL Multi-Unit, 5 or more Parking Spaces	18'	30'

COMMERCIAL Requiring 5 or more Parking Spaces	24'	30'
COMMERCIAL Requiring 4 or fewer Parking Spaces	18'	30'

2. **SPACING.** A minimum of seventy-five feet (75') Spacing between major commercial driveways is recommended. Shared Use of commercial drives is strongly recommended.

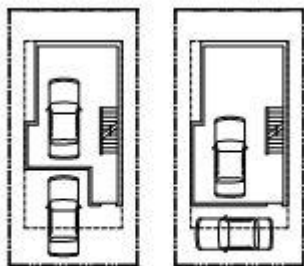
A minimum of fifteen feet (15') Spacing between Single-Family driveways is required if the Lot frontage is sufficient. In the Historic District a minimum of ten feet (10') Spacing between driveways is recommended. Shared driveways are strongly recommended.

The center line of intersections of the driveways of major traffic generators entering from opposite sides of roadway must be either perfectly aligned or offset by a minimum of one hundred and fifty feet (150').

The City Engineer may approve minor Spacing divisions. Access must be spaced as follows:

STREET CLASSIFICATION	MINIMUM SPACING BETWEEN DRIVEWAYS	MINIMUM SPACING INTERSECTION
LOCAL	15'	25'
COLLECTOR	50'	75'
ARTERIAL	75'	150'
HISTORIC DISTRICT	7.5'	10'

- I. **TANDEM SPACES.** Parking designs, which necessitate parking one vehicle directly behind another, not perpendicular to each other, are permitted only for Single Family Dwellings, Accessory Apartments, and Duplex Dwellings in all zoning districts. In any Zoning District where the Front ~~Yard~~ **Setback** is twenty feet (20') or less, both Parking Spaces must be perpendicular to the Street, unless there is an adequate landscaped buffer between the Street and Parking pad, subject to review by the Planning Director.



Yes

No

- J. **CLEAR VIEW OF INTERSECTING STREETS.** In all Zoning Districts, no obstruction is allowed in excess of two feet (2') in height above Street Grade on any corner Lot within the Site Distance Triangle. See 15-3-3(D)(8).

A reasonable number of trees with lower branches pruned to six feet (6') to permit automobile drivers and pedestrians an unobstructed view of the intersection may be allowed by Administrative Permit.

- K. **SIGNS.** Refer to the Park City Sign Code, Title 12, for specific requirements for all signs associated with parking and drives.

- L. **PERMIT.** A Building Permit is required for construction of all non-bearing concrete flatwork, asphalt, and/or any Impervious Surface, regardless of area or amount of paving. This includes any repairs, alterations, modifications, and expansion of existing flatwork.

Adopted by Ord. 00-25 on 3/30/2000

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

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

Amended by Ord. 12-37 on 12/20/2012

15-3-4 Specific Parking Area And Driveway Standards For Single Family Residences And Duplexes, Parking Areas With 5 Or More Spaces, And Parking Structures

A. SINGLE FAMILY RESIDENCES AND DUPLEXES.

1. **SINGLE GARAGES.** In Single Family Dwellings, single car garages must have a minimum interior dimension of eleven feet (11') wide by twenty feet (20') deep. Double car garages must be at least twenty feet (20') wide by twenty feet (20') deep.
2. **CIRCULAR DRIVEWAYS.** Circular driveways are permitted for Single Family and Duplex Dwellings provided one leg leads directly to and from a legally located garage or carport, subject to the following conditions:
 - a. Such drives shall be paved with a hard surface.
 - b. Such drives shall be a minimum of twelve feet (12') and a maximum of twenty-four feet (24") in width.
 - c. There shall be a Landscaped Area at least fifteen feet (15') in depth from the Front Property Line to the inside of the drive.
3. **PARKING RESTRICTIONS.**
 - a. All vehicles, boats, RVs, trailers, and similar vehicles must be parked on an approved paved surface. At no time shall a vehicle be parked on lawn or other landscaped Areas.
 - b. Driveway Areas are not to be used for the storage of any trailer, camper, motor home, boat or equipment at any time.
 - c. Passenger automobiles may be parked on driveways serving private residences, provided the automobile is parking completely on private Property. EXCEPTIONS: Parking may be allowed within a Right-of-Way Area, such as within the Historic District when the Street is not located within the platted Right-of-Way and the Right-of-Way is between the Street and garage. Exceptions must be approved by the City Engineer.

B. PARKING AREAS WITH FIVE (5) OR MORE SPACES.

1. All Parking Lots shall maintain the required Front and Side ~~Yard~~ Setbacks as would be required for any Structure.
2. Wherever a Parking Lot or driveway to a Parking Lot is proposed to abut a Residential Use, the Applicant must Screen the Lot or drive.
3. Adjacent driveways must be separated by an island of the following widths: Multi-Unit Dwelling a minimum width of eighteen feet (18'); Commercial a minimum width of twenty-four feet (24').

4. Driveways must be at least ten feet (10') from any intersecting Right-of-Way.
5. A geotechnical report must be submitted to the City Engineer providing recommendations on Parking Lot design and construction parameters.

The City Engineer may approve minor spacing and width deviations.

C. PARKING GARAGES AND STRUCTURES.

1. **STRUCTURED PARKING REQUIREMENTS.** Parking within a fully enclosed Parking Structure where the weather does not affect the availability of Spaces requires the following:
 - a. Twenty-four foot (24') minimum aisle width, for ninety degree (90°) layout;
 - b. Adequate circulation to ensure that each required Space is readily accessible as well as usable. Column and wall locations must be specifically addressed in terms of automobile and pedestrian circulation and maneuvering.
 - c. Light sources within the first thirty feet (30') of a Parking Structure opening must be high pressure sodium or compact fluorescent light sources with Partially Shielded fixtures.

Adopted by Ord. 00-25 on 3/30/2000

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

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

Amended by Ord. 12-37 on 12/20/2012

15-4-2 Fences And Retaining Walls

- A. **LOCATION.** Fences and retaining walls may be erected or allowed within the buildable Area, and as allowed in the Setback exceptions in Chapter 2.

Fences and retaining walls shall not exceed six feet (6') in height measured from Final Grade within any required Rear ~~Yard Setback~~ or Side ~~Yard Setback~~. Within any required Front ~~Yard Setback~~ or Street Side ~~Yard Setback~~, Fences and retaining walls shall not exceed four feet (4') in height, measured from Final Grade.

Where a Fence or retaining wall occurs along a Property Line separating two (2) Lots and there is a difference in the Grade of the Properties, the Fence or retaining wall may be erected or allowed to the maximum height permitted on either side of the Property Line.

1. **EXCEPTION.** The height of retaining walls in the Front ~~Yard Setback~~ may exceed four feet (4'), measured from Final Grade, subject to approval by the Planning Director and City Engineer, and may exceed six feet (6') in height subject to approval of an Administrative Conditional Use permit or as approved as part of a Master Planned Development (MPD) or Conditional Use permit. Prior to issuance of an Administrative Conditional Use permit the Property shall be posted and affected adjacent Property Owners shall be noticed ten (10) days prior to Final Action.

The height of retaining walls in the Side or Rear ~~Yard Setback~~ may exceed six feet (6'), measured from Final Grade, subject to approval of an Administrative Conditional Use permit or as approved as part of a Master Planned Development or Conditional Use permit. Prior to issuance of an Administrative Conditional Use permit the Property shall be posted and affected adjacent Property Owners shall be noticed ten (10) days prior to Final Action.

- B. **RESTRICTIONS ON MATERIALS.** Chain link Fences are prohibited in all zones with the following exceptions, which must be approved by the Planning Director.

1. For recreational facilities such as tennis courts,
2. As temporary limits of disturbance, fencing during construction as approved by the Planning Department.
3. Chain link Fences within the required ~~Yard Setback~~ Areas may be permitted in other circumstances by the Planning Director when it is found that the Fence is necessary in the interest of security or public safety, and when the Fencing needs cannot be reasonably met with any other type of Fencing .

- C. **BERMS.** Berms within the required ~~Yard Setback~~ Area may be constructed subject to the following:

1. Landscaping shall be incorporated into the design of the berm and shall extend its entire length.

2. Berms shall be designed with sufficient undulation to provide visual relief and shall meander for the entire length.
 3. Within Front ~~Yard~~ **Setback** Areas berms may not be constructed to interfere with required sight distance and may not obstruct driver's line of sight from Streets and roads.
- D. **PERMIT.** A Building Permit is required for construction of any Fence or retaining wall greater than six feet (6') in height. Within any of the Historic zoning districts construction of any Fence or retaining wall greater than four feet (4') in height requires a Building Permit.

15-4-9 Child Care And Child Care Facilities

E. CHILD CARE CENTER.

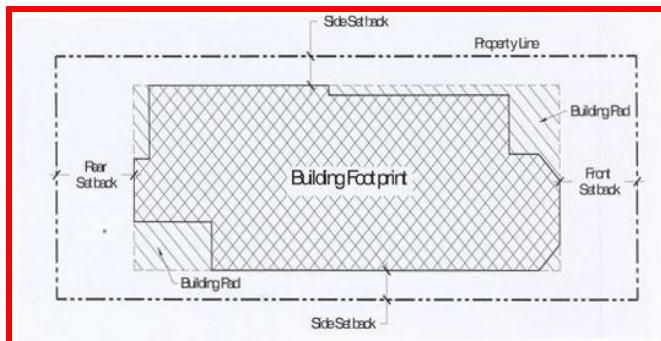
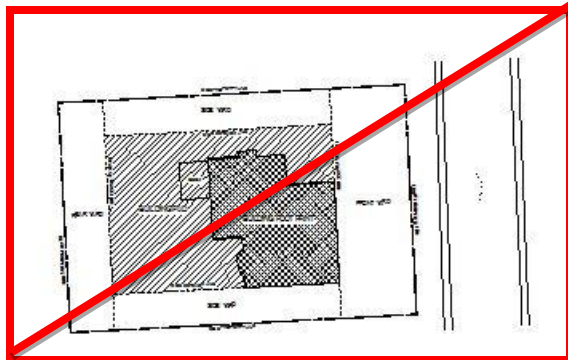
2. SITE REQUIREMENTS.

- a. Parking. At least one (1) Parking Space shall be provided for each on-duty staff person per shift and one (1) space for every six (6) children cared for.
- b. Circulation. An on-Site vehicle turnaround, or separate entrance and exit points, and passenger loading area must be provided.
- c. Fencing. An opaque Fence six feet (6') in height must be installed around all designated play areas. Dense shrubbery may compensate for Fencing requirements provided that the Lot is secured according to State regulations. If the Lot is adjacent to open fields or playgrounds, a less opaque Fencing material may be used with Planning Commission approval, but chain link Fencing shall not be used.
- d. Play Areas. No structured area for active play or play Structures may be located in a Front Yard. Play Structures and equipment shall meet Consumer Product Safety Commission guidelines.
- e. Density. No more than one (1) Child Care Center shall be permitted in any one (1) residential Subdivision or multi-family project. If the Center is in a residential zone, it shall be no closer than 300 feet (300') to a Family Group Child Care home within the same neighborhood. Family Child Care homes and other child care operations which are not regulated shall not be included in Density calculations.
- f. Lot Size and Configuration. The minimum Lot area for a Child Care center with more than sixteen (16) children shall be 12,000 square feet. The Lot shall be reasonably standard in its configuration so that all portions are easily developed for Child Care Use. The Planning Commission may, at its discretion, deny a Child Care Center on a Lot which is usually narrow or which does not allow for usable play areas, which are contiguous to the Structure.
- g. Setbacks. Standard Setbacks shall be observed except that Child Care Centers located in residential Districts shall provide at least eighteen foot (18') Side ~~Yard~~ **Setbacks** and twenty-five foot (25') ~~Rear yards~~ **Setbacks**.

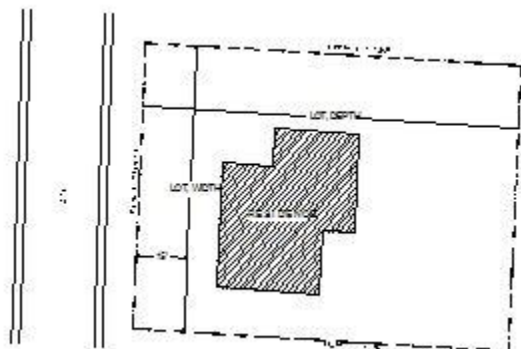
- h. Play Area within Setbacks. No more than fifty percent (50%) of the State Code required play area may be within the standard Setback Area of the Lot as defined in the underlying zone unless the Setback Area is adjacent to perpetual open space or playing fields.
- i. Signs. One (1) small sign, either free-standing or wall mounted, may be permitted for a Child Care Center. The sign must be no larger than six square feet (6 sq. ft.) ~~Setback set back~~ at least ten feet (10') from the Property Line and must conform to all other criteria of the Park City Sign Code.
- j. Exceptions. The Planning Commission may grant an exception to these Site requirements if it can be shown that the impact of the Child Care Center on traffic circulation or on adjacent Properties will not be increased if the exception is granted.

15-15-1 Definitions

BUILDING PAD. The exclusive Area, as defined by the ~~Yard~~ **Setbacks**, in which the entire Building Footprint may be located. See the following example; also see Limits of Disturbance.

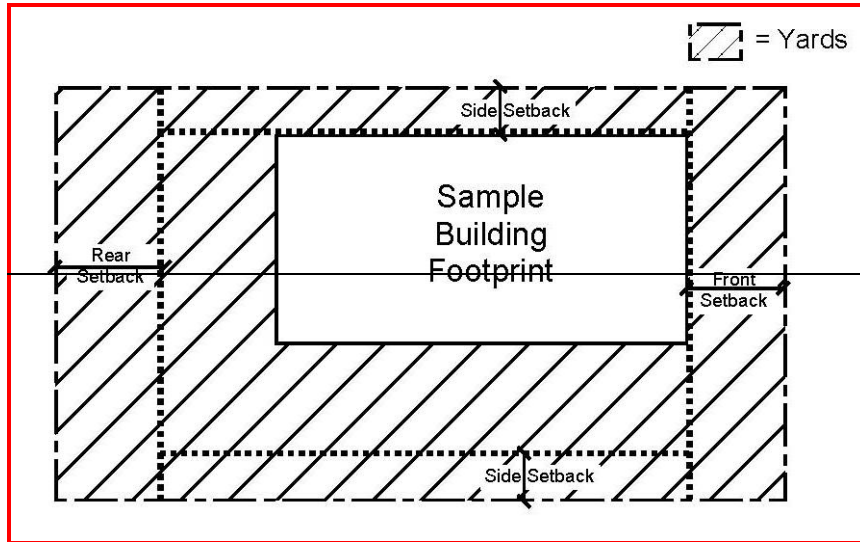


LOT WIDTH. The minimum distance between the Side Lot Lines at the Front ~~Yard~~ **Setback** or Front Building Façade. See the following illustration:



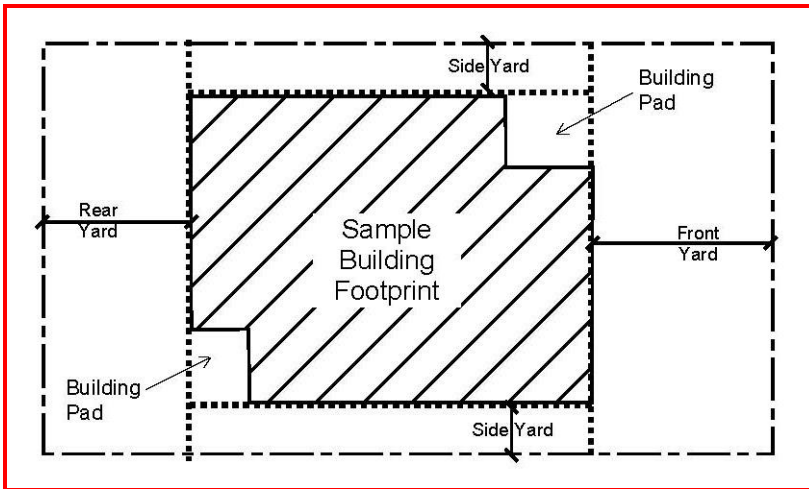
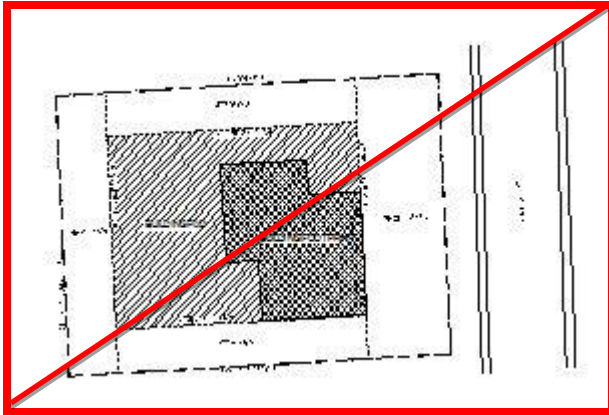
SETBACK. The required minimum distance **as established by the Zoning District** between a **Building-Pad Structure** and the closest of the following:

1. Property Line;
2. platted Street **or Right of Way**; or
3. existing curb or edge of a Street.



YARD. The portion of a Lot between any Property Line and the nearest point of the Main Building.

1. **Yard, Front.** A yard extending across the full width of the Lot between the Front Lot Line and the nearest line or point of the Building. ~~The Area between the front of the closest Building and the Front Lot Line or closer Right of Way, extending the full width of the Lot. The "depth" of the Front Yard is the minimum distance between the Front Lot Line and the front line of the closest Structure.~~
2. **Yard, Rear.** A yard extending across the full width of the Lot between the Rear Lot Line and the nearest line or point of the Building. ~~The Area between the rear line of the closest Building and the Rear Lot Line, or closer Right of Way, and extending the full width of the Lot. The "depth" of the Rear Yard is the minimum distance between the Rear Lot Line and the rear line of the closest Structure.~~
3. **Yard, Side.** A yard extending from the Front Yard to the Rear Yard between the Side Lot Line and the nearest line or point of the Building. ~~The Area between the side line of the Building and the Side Lot Line and extending from the Front Yard to the Rear Yard. The "width" of the Side Yard shall be the minimum distance between the Side Lot Line and the side line of the closest Structure. See the following illustration:~~



Council Agenda Item Report

Meeting Date: July 19, 2018

Submitted by: Luke Cartin

Submitting Department: Sustainability

Item Type: Resolution

Agenda Section: NEW BUSINESS

Subject:

Consideration to Approve Resolution 19-2018, a Resolution Concerning the Authorization of OED to Conduct the Commercial Property Assessed Clean Energy District (C-PACE District), within Park City Municipal Corporation Governing Body ("Governing Body")
(A) Public Hearing (B) Action

Suggested Action:

Attachments:

[CPACE Staff Report](#)

[CPACE Participation Agreement](#)

[CPACE Resolution](#)

City Council Staff Report



Subject: Commercial Property Assessed Clean Energy (C-PACE)
Agreement and Resolution
Author: Luke Cartin, Environmental Sustainability Manager
Department: Sustainability
Date: July 19, 2018

Executive Summary

City staff is recommending that City Council approve the Local Entity Participation Agreement and adopt a Local Entity Resolution to opt-in to the state-wide Commercial Property Assessed Clean Energy (C-PACE) District.

Background

- On September 24, 2015 City Council elevated Energy to a Critical Priority and set a goal of net zero carbon emissions for municipal operations by 2022 and citywide by 2032.
- On March 24, 2016 City Council passed a resolution inviting other communities to join us in our goal.
- On September 22, 2016 City Council passed Resolution 23-2016 to set 100% renewable electricity goals by 2022 for municipal operations and 2032 community-wide.

Analysis

Commercial Property Assessed Clean Energy (C-PACE) is a type of financing that has been enacted in 30 states. Each state has unique rules governing types of projects and financing structure. C-PACE encourages economic activity through building improvements that will aid community-wide energy goals.

The Utah Legislature enacted the first version of C-PACE with [Senate Bill 221](#) in 2013. The C-PACE program was streamlined with passage of [Senate Bill 273](#) in 2017. This authorized creation of a state-wide district to be administered by the Office of Energy Development (OED). This state-wide district is opt-in for municipalities, enabling OED to administer the program on behalf of the municipalities. It means that cities do not need to hire staff or third-party administrators. OED handles vetting, outreach, education, and aligning competitive financial bidders with projects. Currently, Salt Lake City and Provo have opted-in, with other communities joining in the next few months.

OED has set-up a website to answer general questions about their C-PACE District ([link](#)). The program focuses on funding energy efficiency, renewable energy, and certain other upgrades ([complete potential project list](#)) through the use of bonding against the property. The improvements can be spread over a longer payback period and can show

positive cash-flow for the property owner immediately. It can be utilized by lodging, businesses, and dwellings with more than four rental units. The complete list of qualifying property types can be found [here](#).

C-PACE financing uses property liens to secure the debt. The lien is transferred, along with the improvements, with the sale of the property. If there is a mortgage holder of the property, consent must be provided because C-PACE liens are senior to mortgage holder.

Next Steps

Utah C-PACE District was publicly launched on May 1, 2018. If City Council would like Park City to opt-in to the C-PACE district, it must execute the Local Entity Participation Agreement and adopt a Local Entity Resolution (Exhibit B) in order to comply with Utah Code Section 11-42a-106. The agreement and the resolution must both be passed to opt-in. Park City will be responsible of providing information on C-PACE on its website, and hosting one business roundtable to discuss C-PACE with businesses.

Recommendations for City Council to Consider

Option 1: Council passes agreement and resolution in order to opt-in to C-PACE District in a form approved by the City Attorney.

Pros

- This will allow businesses to improve their energy use, install renewable electricity, and upgrade their buildings and reduce their carbon footprint.
- This will not require additional staffing or funding for city staff to administer a C-PACE program.

Cons

- The Office of Energy Development administers the program, not city staff.
- If the property owner defaults on payments, the district does not cover the shortfall. The lien will fall into arrears and repaid after all other taxes are satisfied, and prior to the outstanding mortgage.

Option 2: Council does not sign agreement and resolution.

Pros

- Park City staff can examine the effectiveness of C-PACE in Provo and Salt Lake City without entering into the program.

Cons

- Certain projects and permanent building improvements may not happen due to payback period or lack of certain financing options.

Department Review

Sustainability, Legal and Executive

Funding Source

No funding is required at this time.

Attachments

Local Entity Participation Agreement

Local Entity Resolution

Governing Body Participation Agreement

THIS C-PACE GOVERNING BODY PARTICIPATION AGREEMENT (the "Agreement") is made and entered into as of the ____ day of _____, 2018, by and between Park City Municipal Corporation, a body corporate and politic of the State of Utah (the "Governing Body"), and the GOVERNOR'S OFFICE OF ENERGY DEVELOPMENT (OED), an independent body corporate and politic of the State of Utah responsible for the C-PACE District established under Utah Code Ann. § 11-42a (2017) (the "Statute") (each a "Party" and collectively the "Parties").

RECITALS

WHEREAS, Section 11-42a-103 of the Utah Code established commercial property assessed clean energy financing in the State of Utah; and

WHEREAS, Section 11-42a-106 of the Utah Code established the C-PACE District, and OED, through the C-PACE District facilitates financing for eligible building improvements to commercial, mining, manufacturing, public/private club, lodging, industrial, agricultural, and multifamily properties (with five or more rentable units) by using a voluntary energy assessment to provide security for repayment of the financing. OED may delegate its powers under this chapter to a third party to assist in administering and directing the operation of the C-PACE District; and

WHEREAS, Section 11-42a-106 of the Utah Code directs OED to "establish and administer" the C-PACE District but stipulates that the C-PACE District may only operate if the Governing Body has adopted a resolution authorizing OED to conduct projects in their jurisdiction, and

WHEREAS, Section 11-42a-106 of the Utah Code requires the Governing Body to adopt a resolution in the form attached hereto as Exhibit A, authorizing OED to conduct the C-PACE District within the Governing Body and authorizing the Governing Body to enter into this Agreement with OED;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein and in order to effectuate the purposes of the Statute, it is hereby agreed as follows:

Section 1. Definitions

(a) "Energy Assessment Lien" means a lien on property within an energy assessment area authorized by the Statute, as further defined in Section 11-42a-102 of the Utah Code.

(b) "Commercial Building" means any commercial or industrial real property, including

residential buildings containing five or more dwelling units for rent.

(c) “Eligible Improvements” means one or more energy efficiency, renewable energy, battery storage, electric vehicle charging infrastructure, hybrid transport device, seismic upgrade, and/or hybrid transport device improvements, made to Participating Property, as specified in the Statute.

(d) “Participating Property” means a Commercial Building that is eligible to to participate in the C-PACE District.

(e) “Program Guide” means the rules and regulations promulgated by OED to implement the C-PACE District pursuant to the Statute, as the same may be amended or supplemented from time to time.

Section 2. Obligations of OED.

(a) Program Requirements.

Pursuant to the Statute, OED:

(1) shall develop a Program Guide that governs OED’s administration of the C-PACE District and a User Guide that provides recommended best practices to C-PACE stakeholders. OED may serve as a facilitator for the purpose of securing state or private third-party financing for Eligible Improvements pursuant to the Statute; and

(2) shall receive and review applications submitted by property owners within the Governing Body for financing of Eligible Improvements, and approve or disapprove such applications in accordance with the Statute.

(b) Project Requirements.

If a property owner requests financing through the C-PACE District for improvements under the Statute, OED shall review the project application against the requirements in Statute, and

(c) Assessment and Financing Agreement for Project.

The party providing the financing (the “Capital Provider”) may enter into an Assessment and Financing Agreement with the owner of Participating Property (the “Assessment & Financing Agreement”). The Assessment & Financing Agreement shall clearly state the amount of the Voluntary Energy Assessment to be levied against the Participating Property. OED and the

Capital Provider shall disclose to the property owner the costs and risks associated with participating in the C-PACE District, including risks related to the failure of the property owner to pay the Voluntary Energy Assessment provided for in the Assessment & Financing Agreement. The Capital Provider shall disclose to the property owner the effective interest rate on the Voluntary Energy Assessment, including other fees and charges imposed by OED to administer the C-PACE District as well as any fees charged by the Capital Provider. The property owner must be informed that each Eligible Improvement, regardless of its useful life, may be bundled with other such improvements on the Participating Property for purposes of assessment and paid for over the assessment term.

(d) Establish Voluntary Energy Assessments and Assessment Units.

With respect to each Voluntary Energy Assessment placed on a Participating Property, OED shall determine from the Capital Provider and property owner the amount of the Voluntary Energy Assessment. OED shall approve the specifics of the applicable Voluntary Energy Assessment including, without limitation, the amount of the Voluntary Energy Assessment, term, interest rate and repayment dates in accordance with the Statute. In no event shall the amount of any Voluntary Energy Assessment exceed the value of: (a) the Voluntary Energy Assessment benefit provided to the Participating Property, or (b) the Participating Property, as provided in the Statute. Costs incurred for any property not approved to participate may not be included in a certified assessment roll.

(e) Filing Assessment with Governing Body Clerk & Recorder.

Upon the execution of an Assessment & Financing Agreement, the Capital Provider will be responsible, in collaboration with the Governing Body, to (i) file and record such energy assessment lien in the public land records of the Governing Body, (ii) assign such lien, and (iii) amend such liens from time to time.

Section 3. Obligations of the Governing Body.

(a) Promotion of Program; Assistance for C-PACE Financing.

The Governing Body shall use good faith efforts to assist OED in marketing efforts and outreach to the local business community to encourage participation in the C-PACE District, such as including C-PACE District information on the Governing Body's website, distributing an informational letter from appropriate Governing Body officials to local businesses regarding the program, and conducting one or more business roundtable events.

Section 4. Obligations of the Capital Provider.

(a) Billing and Collection of Energy Assessments.

Upon assignment of the energy assessment lien to the Capital Provider, the Participating Property will make all such assessment payments directly to the Capital Provider pursuant to the Assessment & Financing Agreement, and the Capital Provider will be responsible, subject to and in accordance with the terms of the Assessment & Financing Agreement, for all billing, collection, enforcement and administrative duties in respect of each of the assessment payments and the lien.

Section 5. Term and Termination.

The term of this Agreement shall commence upon the date first written above. This Agreement shall be in full force and effect until all of the Voluntary Energy Assessments have been paid in full or deemed no longer outstanding. As authorized by the Statute, the Governing Body may adopt a resolution deauthorizing OED from administering the C-PACE District in their jurisdiction. If the Governing Body adopts a deauthorizing resolution, it shall continue to meet all of its obligations under this Agreement and the Statute, as to all C-PACE financing obligations existing on the effective date of the deauthorizing resolution until any and all C-PACE voluntary energy assessments have been paid in full and remitted to Capital Provider.

Section 6. Default.

Each Party shall give the other Party written notice of any breach of any covenant or term of this Agreement and shall allow the defaulting Party thirty (30) calendar days from the date of its receipt of such notice within which to cure any such default or, if it cannot be cured within the thirty (30) days, to commence and thereafter diligently pursue to completion, using good faith efforts to effect such cure and to thereafter notify the other Party of the actual cure of any such default. The Parties shall have all other rights and remedies provided by law, including, but not limited to, specific performance.

Section 7. Miscellaneous Provisions.

(a) Amendment and Termination.

After a Capital Provider provides funds to finance the costs of any C-PACE project, this Agreement may not be amended or terminated by the Parties without the prior approval of the holders of the assignable lien, which approval shall be obtained in accordance with the indenture or other documents entered into by OED in connection with such financing.

(b) Severability.

If any clause, provision or section of this Agreement is held to be illegal or invalid by any court, the invalidity of the clause, provision or section will not affect the remaining clauses, provisions or sections, and this Agreement will be construed and enforced as if the illegal or invalid clause, provision or section has not been contained in it.

(c) Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute but one and the same instrument.

(d) Notices.

All notices, requests, consents and other communications shall be in writing and shall be delivered, mailed by first class mail, postage prepaid, or overnight delivery service, to the Parties, as follows:

If to the Governing Body:

_____ Governing Body
c/o Board of Governing Body Commissioners

With a Copy to:

Governing Body Attorney
_____ Governing Body

If to OED:

C-PACE District
c/o Utah Governor's Office of Energy Development
P.O. Box 144845
Salt Lake City, UT 84114
Attention: Shawna Cuan

With a Copy to:

(e) Amendment.

Except as otherwise set forth in this Agreement, any amendment to any provision of this Agreement must be in writing and mutually agreed to by OED and the Governing Body.

(f) Applicable Law and Venue.

This Agreement and its provisions shall be governed by and construed in accordance with the laws of the State of Utah. In any action, in equity or law, with respect to the enforcement or interpretation of this Agreement, venue shall be in the district courts of the Governing Body, the State of Utah.

(g) Entire Agreement.

This instrument constitutes the entire agreement between the Parties and supersedes all previous discussions, understandings and agreements between the Parties relating to the subject matter of this Agreement. In the event of any conflict between the Program Guide and this Agreement, the terms of this Agreement shall control.

(h) Headings.

The headings in this Agreement are solely for convenience, do not constitute a part of this Agreement and do not affect its meaning or construction.

(i) Changes in Law or Regulation.

This Agreement is subject to such modifications as may be required by change in federal or Utah state law, or their implementing regulations. Any such required modification shall automatically be incorporated into and made a part of this Agreement on the effective date of such change, as if fully set forth herein. Headings in this Agreement are solely for convenience, do not constitute a part of this Agreement and do not affect its meaning or construction.

(j) Third-Party Beneficiaries.

It is specifically agreed among the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create a third-party beneficiary

hereunder, or to authorize anyone not a party to this Agreement to maintain any claim under this Agreement. The duties, obligations and responsibilities of the Parties to this Agreement with respect to third parties shall remain as imposed by law.

(k) No Waiver of Rights.

A waiver by any Party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party.

(l) No Waiver of Governmental Immunity.

Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to the Governing Body or to OED, their officials, employees, contractors, or agents, or any other person acting on behalf of the Governing Body or OED.

(m) Independent Entities.

The Parties shall perform all services under this Agreement as independent entities and not as an agent or employee of the other Party. It is mutually agreed and understood that nothing contained in this Agreement is intended, or shall be construed as, in any way establishing the relationship of co-partners or joint ventures between the Parties hereto, or as construing either Party, including its agents and employees, as an agent of the other Party. Each Party shall remain an independent and separate entity. Neither Party shall be supervised by any employee or official of the other Party. Neither Party shall represent that it is an employee or agent of the other Party in any capacity.

IN WITNESS WHEREOF, the Governing Body and OED have each caused this Agreement to be executed and delivered as of the date indicated above:

GOVERNING BODY OF _____

By: _____

_____, Chair

Board of Governing Body Commissioners

Attest:

Clerk to the Board

APPROVED AS TO FORM:

Governing Body Attorney

UTAH GOVERNOR'S OFFICE OF ENERGY DEVELOPMENT

By: _____

Laura Nelson, Executive Director

RESOLUTION 19-2018

A Resolution Concerning the Authorization of OED to Conduct the Commercial Property Assessed Clean Energy District (C-PACE District), within Park City Municipal Corporation Boundaries (“Park City”)

RECITALS

- A. Utah Code Ann. § 11-42a (2017) (the “**Statute**”) establishes the **GOVERNOR’S OFFICE OF ENERGY DEVELOPMENT (OED)**, an independent body corporate and politic of the State of Utah and establishes the C-PACE District and provides for the creation of new energy improvement financing, which the District has named “C-PACE” or Commercial Property Assessed Clean Energy.
- B. Pursuant to Section 11-42a-106 of the Utah Code, OED may only “establish and administer” the C-PACE District in Park City if the Park City Council authorizes it do so by resolution.
- C. Park City wishes to authorize OED to administer projects through the C-PACE District in Park City.
- D. OED and Park City have agreed on the terms of the C-PACE Governing Body Participation Agreement in the form attached hereto (the “Participation Agreement”).

THEREFORE, THE PARK CITY COUNCIL RESOLVES:

The Governor’s Office of Energy Development shall be authorized to conduct the C-PACE District in Park City in accordance with the Participation Agreement.

Park City hereby: (a) adopts the above recitations as findings of the Park City Council; (b) authorizes the Mayor to execute the Participation Agreement following review and approval by the Park City Attorney; and (c) authorizes the Mayor or the Mayor’s designee to execute any and all other necessary letters, orders, or documents as may be required to facilitate the successful implementation of the C-PACE District in Park City.

PASSED AND ADOPTED this 19th day of July, 2018.

PARK CITY MUNICIPAL CORPORATION

Mayor Andy Beerman

ATTEST:

Michelle Kellogg, City Recorder

APPROVED TO FORM:

Mark D. Harrington, City Attorney

Council Agenda Item Report

Meeting Date: July 19, 2018

Submitted by: Matt Dias

Submitting Department: Executive

Item Type: Resolution

Agenda Section: NEW BUSINESS

Subject:

Consideration to Approve Resolution 20-2018, a Resolution Opposing Federal Immigration Policies That Separate Families Seeking Asylum
(A) Public Hearing (B) Action

Suggested Action:

Review and adopt the resolution that encourages the Utah Federal Delegation to support a resolution in opposing immigration policies that separate families seeking asylum and a workable path to citizenship for Dreamers.

Attachments:

[Federal Immigration Resolution Staff Report](#)

[Senator Hatch Letter - Immigration Policy](#)

[Federal Immigration Policy Resolution](#)

[Summit County Resolution](#)



City Council Staff Report

Subject: Federal Immigration Resolution

Author: Matthew Dias

Department: Executive

Date: July 16, 2018

Type of Item: Legislative

Summary Recommendation

Review and adopt the resolution that encourages the Utah Federal Delegation to support a resolution in opposing immigration policies that separate families seeking asylum and a workable path to citizenship for Dreamers.

Executive Summary

- The City Council directed staff during their regular meeting on July 12, 2018, to take two immediate actions regarding ongoing concerns with Federal immigration policies:
 1. Send a formal letter to the Utah Federal Delegation expressing concerns with the existing system of regulations that separate families seeking asylum and a workable path to citizenship for Dreamers (Attachment A); and
 2. Draft a formal resolution expressing the support for more humane and compassionate Federal immigration policies, the positive contributions of immigrants throughout the greater Park City area, and encourage a workable path to citizenship for Dreamers (Attachment B)
- The City Council also expressed their strong support for the recently adopted Summit County Council resolution (attachment C)
- This effort is consistent with recent meetings held by the City Council and Mayor with the Utah Federal Delegation – over the past 6 months, the Mayor and Council, along with community stakeholders, have met with the following Federal Officials to express Park City's concerns with the existing system of Federal Immigration policies and concerns with the Dreamer population:
 1. Office of Senator Hatch
 2. Office of Senator Lee
 3. Officer of Congressman Bishop

Alternatives for City Council to Consider

1. Recommended Alternative

- a. Review and adopt the resolution that encourages the Utah Federal Delegation to support a resolution in opposing immigration policies that separate families seeking asylum and a workable path to citizenship for Dreamers.

2. Null Alternative: Do nothing

Department Review

Executive

Attachments

- A City Council/Mayoral letter to U.S. Senator Hatch (duplicate letters were sent to Senator Lee and Congressman Bishop)
- B Draft Park City Council Resolution
- C Summit County, Utah, Council Resolution



Office of the Mayor and City Council

July 16, 2018

Senator Orrin G. Hatch
U.S. Senate SH104
Washington, DC 20510

Dear Senator Hatch:

I am writing you today to share the efforts that are being made in Park City to provide for the appropriate treatment of immigrants in our local community and to express serious concern over our federal government's treatment of refugees who are seeking asylum in our country.

By way of background, we have a vibrant cross section of Latinos who are valued members of our community. Their families make up at least a quarter of our population and make our community a better place to live by their contributions. Many are essential members of our resort community work force and our local construction industry.

We are proud of the heritage that they bring to our City, our work places, our schools and playgrounds, and are very concerned about Congress's inability to pass an immigration reform bill to address the urgent need to resolve the "Dreamer's" citizenship status.

Of grave concern to our residents are the recent reports that federal officials have separated minor children from their families at the border as they seek asylum. We fear that many families may never be reunited, notwithstanding federal judicial orders directing unifications.

We urge you to provide the administrative tools to our Federal Agencies to conduct their immigration policies in a humane and decent way. Park City believes the existing zero tolerance policy is flawed and needs to be urgently reworked, along with our national immigration policy.

As Congress considers legislation, Park City urges you to consider these comments. We are hopeful that this Administration can put together a reasonable and rational immigration policy, which will also include a workable citizenship pathway for the Dreamer population, of which there are many in the Park City area.

We very much appreciate your consideration of these important issues. Should you wish to discuss this further, I am happy to visit with you by phone or meet in person. Thank you for your esteemed service to the nation, Utah and the residents of Park City.

Sincerely,

A handwritten signature in black ink that reads "Andy B." followed by a stylized flourish.

Park City Mayor, Andy Beerman

RESOLUTION 20-2018

A RESOLUTION OPPOSING FEDERAL IMMIGRATION POLICIES THAT SEPARATE FAMILIES SEEKING ASYLUM

WHEREAS, the Park City Council has grave concerns regarding federal government officials separating minor children from their families at the U.S.–Mexico border as they seek asylum to enter our country;

WHEREAS, given the state of confusion that may reside in our federal immigration bureaucracy, we are concerned that many families may not ever be reunited, notwithstanding federal judicial orders directing such unifications;

WHEREAS, Park City has an important and vibrant cross section of our community who are Latino and Hispanic who are very important members of our society. These families make up at least twenty five percent of our population, and make Park City a better place to live by their contributions to our society;

WHEREAS, outstanding efforts are being made in Park City to provide for the appropriate treatment of all immigrants in our local community;

WHEREAS, Park City is proud of the heritage immigrants bring to our City, our work places, our schools and playgrounds, and are now very concerned about Congress's inability to pass an immigration reform bill and deal with the urgent need to resolve the "Dreamer's" ability to have certainty as to their citizenship status;

WHEREAS, we urge Congress to provide the administrative tools to our Federal Agencies to conduct their immigration policies in a humane and decent way. Park City believes the administration of the existing zero tolerance policy is seriously flawed and needs to be urgently reworked, along with our national immigration policy;

WHEREAS, the United States Conference of Mayors July 2, 2018 bipartisan open letter to the President and Congress, and Summit County, Utah's, recently adopted resolution on July 11, 2018, firmly opposed separations of families seeking asylum at our borders;

WHEREAS, as Congress considers legislation, we are hopeful that this Administration can yet put together a reasonable and more humane immigration policy, which will also include a workable citizenship pathway for the Dreamer population, of which there are many in the Park City area.

NOW, THEREFORE, BE IT RESOLVED BY THE PARK CITY COUNCIL OF PARK CITY, UTAH:

The Park City Council hereby declares its opposition to federal immigration policies that separate families seeking asylum and hereby declares its support of the United States Conference of Mayors July 2, 2018 bipartisan open letter to the President and Congress, and Summit County, Utah's, recently adopted resolution on July 11, 2018.

PASSED AND ADOPTED this 19th day of July, 2018.

PARK CITY MUNICIPAL CORPORATION

Mayor Andy Beerman

Attest:

Michelle Kellogg, City Recorder

Approved as to form:

Mark D. Harrington, City Attorney

RESOLUTION #2018-

A RESOLUTION OPPOSING THE TRUMP ADMINISTRATION’S “ZERO TOLERANCE” IMMIGRATION POLICY THAT IS SEPARATING FAMILIES AT THE U.S.-MEXICO BORDER

WHEREAS, the U.S. Department of Justice has adopted a “Zero Tolerance” policy toward individuals apprehended at the U.S.-Mexico border, which calls for the criminal prosecution of all migrants entering the U.S. outside of ports of entry; and

WHEREAS, this “prosecution-first” mentality is costly, unnecessarily punitive, and is harming family units; and

WHEREAS, on June 19, 2018, Trump Administration officials confirmed that 2,342 children have been separated from their parents at the U.S.-Mexico border between May 5 and June 9, 2018 (an average of 65 children each day) in compliance with this policy; and

WHEREAS, “forced family segregation” and the intentional infliction of injury to children are reprehensible and contrary to American values; and

WHEREAS, the Trump Administration’s far-reaching Zero Tolerance Policy which separates children and their families is threatening the moral core of our nation; and

WHEREAS, many of the affected families are fleeing violence in their home countries and it is inhumane to punish them for seeking asylum in the U.S.; and

WHEREAS, immigrants claiming refugee status have a right under U.S. law to due process; and

WHEREAS, the United Nations has taken a position that the Zero Tolerance Policy violates international law; and

WHEREAS, although on June 20, 2018, President Donald Trump signed an executive order that stops separating families at the U.S.-Mexico border, the order does not reunite families who have already been separated, and allows for the indefinite detention of children with their parents; and

WHEREAS, Summit County, Utah supports, values, and respects immigrants regardless of their immigration status; and

WHEREAS, Summit County believes that families, including immigrant families, are a core and vital building block of the community; and

WHEREAS, Summit County believes in the words of Emma Lazarus, etched on a plaque at the Statue of Liberty, Mother of Exiles, "Give me your tired, your poor...Your huddled masses yearning to breathe free...Send these, the homeless, tempest-tossed to me...;" and

WHEREAS, Summit County recognizes that children growing up without their parents suffer lasting negative impacts on their development and future success.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL OF SUMMIT COUNTY, UTAH:

Section 1. Summit County affirms the rights of all families, regardless of immigration status to be together and strongly opposes separating children from their families at the U.S.-Mexico border.

Section 2. Summit County calls for the elimination of the Zero Tolerance Policy that separates families and, subsequently, traumatizes both children and their parents.

Section 3. Summit County urges Congress to take action immediately to ensure that the Department of Justice and the Department of Homeland Security are prohibited from separating children from their families at the border and from the indefinite detention of children with their parents, and to immediately unify those children who have been separated with their parent(s).

Section 4. We request the Summit County Clerk forward a copy of this resolution to Utah Congressman Rob Bishop and Utah Senators Hatch and Lee, President Trump, U.S. Attorney General Jeff Sessions and U.S. Department of Homeland Security Secretary Kirstjen Nielsen on behalf of the Summit County Council and all our residents.

APPROVED AND ADOPTED this ____ day of July, 2018.

ATTEST:

SUMMIT COUNTY COUNCIL
SUMMIT COUNTY, UTAH

Kent Jones
County Clerk

Kim Carson
Council Chair

Council Agenda Item Report

Meeting Date: July 19, 2018

Submitted by: Christopher Phinney

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section: NEW BUSINESS

Subject:

Consideration to Approve the Level Three Special Event, Park City Kimball Arts Festival to be Held on Friday, Saturday and Sunday, August 3, 4 & 5, 2018, Including the Estimated City Service Fee Reduction in the Amount of \$142,789.60, Based on the City Services Agreement, Findings of Fact, Conditions of Approval and Conclusions of Law in a Form Approved by the City Attorney

(A) Public Hearing (B) Action

Suggested Action:

Attachments:

[Kimball Arts Festival Staff Report](#)



City Council Staff Report

Subject: Kimball Arts Festival 2018 Supplemental Plan Approval
Author: Chris Phinney, Special Events Coordinator
Department: Special Events
Date: July 19, 2018
Type of Item: Legislative

Summary Recommendation

Staff recommends City Council conduct a public hearing, review and approve the Level Three Special Event, Park City Kimball Arts Festival (PCKAF) to be held on Friday, Saturday and Sunday, August 3, 4 & 5, 2018, including estimated City Service Fee Reduction in the amount of \$142,789.60, based on the City Services Agreement, findings of the fact, conditions of approval and conclusions of the law in a form approved by the City Attorney in accordance with [Park City Municipal Code 4A-2-4C](#).

Executive Summary

While there are minor changes to the PCKAF as compared to 2017, Council retains authority to approve the Kimball Arts Festival Supplemental Plan annually based on section 5.2 of the Kimball Arts Festival the [City Services Agreement](#). Staff has made findings that the impacts of the Level Three event have been mitigated according to [Park City Municipal Code 4A-1-1.6](#).

The Problem and Opportunity

The PCKAF serves as the primary fundraiser for the Kimball Art Center each year and is a Level 3 event that helps maintain Park City's reputation throughout the western states as a destination for arts and culture. Over the last 47 years, proceeds from the Festival enable the Kimball Art Center to provide numerous exhibitions and programs to the community. Additionally, over the past two years, the Applicant and City have included additional efforts specifically regarding transportation and sustainability to further mitigate impacts of the event. While the event has many cultural and economic benefits, its popularity will cause significant impacts that are being mitigated regarding transportation in and around the Old Town area. The size of this event requires coordination between almost every department in the City, as well as, many community partners.

Background

<u>Date</u>	<u>Item</u>
November 3, 2016	Kimball Arts Festival Contract Approval / Minutes (pg.14)
June 29, 2017	Consideration to Approve the 2017 Park City Kimball Arts Festival, a Level Three Special Event, and Approve the Estimated City Service Special Event Fee Reduction in the Amount of \$172,820.00 in Accordance with the City Services Agreement (PAGE 157)

Analysis

All changes to the event are listed below. Additional event details can be found in the attached 2018 Kimball Arts Festival Supplemental Plan ([Exhibit B](#))

Event Dates, Venue & Attendance:

- Friday, Saturday & Sunday, August 3, 4 & 5, 2018
- Event expects an attendance of 50,000 people over three days.

Changes to the 2018 Kimball Arts Festival

- China Bridge Parking Charges
 - \$5 per hour with a \$18 per daily max rate.
 - Normal parking rates on Friday evening (\$3 per hour/\$18 max)
- Kimball Art Center has made changes to their at gate ticket prices as follows:
 - Adults \$15 per person (as compared to \$12 in 2017)
 - Kids (ages 6 to 17) \$5 (as compared to \$6 in 2017)
- Emergency Command moved from 5th Street to North Marsac surface parking lot
- Kimball Arts Festival Gala, which has recently been permitted as a separate Level 1 event at the Kimball Art Center on Kearns Blvd, will not be held in Park City, instead will be held at the DeJoria Center in Kamas, Utah.
- Kimball Arts Festival venue footprint will add the patio of The Church restaurant on Heber Avenue. The patio will be used as an additional spirit garden. DABC permits and licensing has been acquired.
- Kimball Art Center will be hosting two additional art spaces, titled “Studio on Main” which will showcase the educational classes available at the Kimball Art Center. Two classes per day of the event, \$5.00 per participant per class.
- VIP lounge for 2018 will be located at the Berkshire Hathaway Offices on Main.

Alternatives for City Council to Consider

1. Recommendation:

Staff recommends City Council conduct a public hearing, review and approve the Level Three Special Event, Kimball Arts Festival to be held on Friday, Saturday & Sunday, August 3, 4 & 5, 2018, based on the City Services Agreement, findings of the fact, conditions of approval and conclusions of the law in a form approved by the City Attorney in accordance with [Park City Municipal Code 4A-2-4C](#).

Pros

- a. Kimball Arts Festival aligns with [City Council's top priority](#) of Arts and Culture providing a complete community that values economic diversity and arts and culture, and a thriving mountain community

Cons

- a. While the impacts of the event have been mitigated, there will be increased transportation impacts during the event.

2. Modification Alternative:

City Council could review and ask staff to modify the supplemental plan adding mitigation measures to proceed with approval. Staff does not recommend any additional modifications.

Pros:

- a. Additional mitigations could further reduce impacts to Park City including transportation, residential impacts and safety during the event.

Cons:

- a. Additional mitigations may increase the amount of Staff time, resources and fees associated with the event.
- b. Additional mitigations would place pressure on both City and Kimball Art Center staff to implement.

Department Review

Special Events, Economic Development, Public Safety, Transportation Planning, Streets, Building, Parking Services, Budget, Building, Finance, Community Engagement, Executive and Legal

Funding Source

Funding for the Park City Kimball Arts Festival City Services comes from the General Fund. As in 2017 and as a new requirement of the City Services Agreement, the Kimball will be invoiced for \$10,000 in City Services. There is no cash payment to the Kimball Art Center for the event. The event approval also includes an estimated City Service Fee Reduction in the amount of \$142,789.60.

Attachments

Exhibit A	2018 Kimball Arts Festival Event Application
Exhibit B	2018 Park City Kimball Arts Festival Supplemental Plan
Exhibit C	2018 Park City Kimball Arts Festival Level Three Special Event Permit Findings, Conclusions and Conditions of Approval DRAFT

Council Agenda Item Report

Meeting Date: July 19, 2018

Submitted by: Malena Stevens

Submitting Department: Police

Item Type: Ordinance

Agenda Section: NEW BUSINESS

Subject:

Consideration to Approve Ordinance No. 2018-44, an Ordinance Repealing Title 6, Chapter 2 of the Municipal Code of Park City: Burglary and Robbery Alarms
(A) Public Hearing (B) Action

Suggested Action:

Staff recommends that City Council move to repeal Title 2, Chapter 6 of the Municipal Code of Park City: Burglary and Robbery Alarms.

Attachments:

[Staff Report and Ordinance](#)

City Council Staff Report



Subject: Title 2, Chapter 6 of the Municipal Code of Park City: Burglary and Robbery Alarms

Author: Malena Stevens

Department: Police

Date: 19 July 2018

Type of Item: Legislative

Summary Recommendation

Staff recommends that City Council move to repeal Title 2, Chapter 6 of the Municipal Code of Park City: Burglary and Robbery Alarms.

Executive Summary

Title 2, Chapter 6 was enacted in 1982 and throughout the course of the program there have been various efforts to organize and track data from participating citizens. Several years ago a computer module was purchased to track the alarm bond program, but the module was never utilized, primarily because the data collected required significant parsing and many records are no longer valid since the owners have long since moved. Also, Summit County Sheriff's Office does not have the same procedures to collect and process this data nor do they have an equivalent ordinance. This was further complicated with the dispatch merger on 1 September 2017.

Park City Police Department (PCPD) currently responds to all alarm incidents regardless of whether or not the owner has paid an alarm bond. This has been common practice since the inception of this ordinance. Because PCPD will respond to an alarm issue regardless of whether or not an alarm bond has been paid, there have been concerns since those who pay the bond and those who do not are receiving the same service. In addition, there is no effective and efficient way to track who has an alarm system installed unless they voluntarily submit an alarm bond.

Funds received pursuant to Title 2, Chapter 6 are currently held in a fiduciary account separate from the general fund and are not utilized to assist the department with additional costs incurred by responding to alarms. The existing process allows for the transfer of \$25 out of the fiduciary account for each false alarm which is recognized as revenue to offset the expense incurred by responding to the alarm. However, the tracking and transfer has not happened. There will be no additional costs to the city as a result of repealing this ordinance since the funds are accumulating in a separate account. There are also two state statutes that proscribe making a false alarm and emergency reporting abuse which provide for restitution to the responding agency.

Because there are many citizens who have complied with Title 2, Chapter 6 and posted alarm bonds which are in a fiduciary account, the City must comply with the Revised Uniform Unclaimed Property Act (RUUPA).

The Problem

Enacted in 1982, Title 2, Chapter 6 of the Municipal Code of Park City has not been effectively tracked or enforced since its inception. It is important that Title 2, Chapter 6 is repealed to reduce unnecessary steps required for home owners to secure their properties. Repealing the ordinance also reduces resources for police and finance staff to process alarm bonds and to track the accounts.

Background

- Since the enactment of Title 2, Chapter 6, a \$100 fee has been charged to citizens who register their alarm with the city.
- If officers respond to an alarm where there has not been a criminal act, according to the ordinance they were to deduct a \$25 fee from the \$100 deposit for each police response after the initial response.
- There is a provision that the police department must provide written notification to the Alarm User after the first response so that the citizen understands they will be charged \$25 for subsequent responses. However, this notice has not consistently been given to users.
- There is a provision for “Willful False Alarm”, which is also outlined and enforceable under state statute as referenced above.
- There has not been a consistent tracking system in place in relation to this ordinance since its inception.
- The module purchased to track the alarm bonds was never fully utilized.
- With the dispatch merger we can no longer use the alarm bond module.
- There is no way to ensure that all citizens who possess and utilize an alarm pay the alarm bond fee.
- When people move they are typically not requesting a refund of their alarm bond.
- The funds are not being utilized in any productive way, but rather are accumulating in a separate fiduciary account.

Alternatives for City Council to Consider

1. **Recommended Alternative:** City Council move to repeal Title 2, Chapter 6 of the Municipal Code of Park City: Burglary and Robbery Alarms.

Pros:

- a. Level of service to citizens would remain the same.
- b. Citizens would no longer have to post an alarm bond that does not affect their level of service and would save \$100 each.
- c. Citizens who had previously posted alarm bonds would be refunded their bond.
- d. In the future, staff would save time processing these forms that can be devoted to other projects and responsibilities.

Cons:

- a. Staff will need to temporarily devote additional time and attention to refunding bonds and providing clear messaging to the public regarding the repeal.

2. **Null Alternative:** Council can choose to leave Title 2, Chapter 6 in place.

Pros:

- a. Level of service to citizens would remain the same.

Cons:

- b. The City would continue to collect alarm bonds, which would not be tracked and the funds would not be utilized.

3. Other Alternative: Council can choose to leave Title 2, Chapter 6 in place and institute a tracking program for alarm bonds.

Pros:

- a. If Title 2, Chapter 6 remains in place there would need to be a tracking program instituted. This tracking system would necessitate the use of software and procedures that would access alarm incidents in the police system, and could track how many times the police department responded to that specific location.
- b. This would solve the current problem by implementing tools for staff to utilize in monitoring alarm bonds and ensuring that the ordinance is being followed.

Cons:

- a. Instituting a tracking program would be a time intensive process that would require additional employee resources to institute and monitor the program. This would include employee resources to input 30 years of alarm bonds into the tracking system, employees determining which software to use and troubleshooting issues, and employees processing and refunding alarm bonds.
- b. The continuance of Title 2, Chapter 6 would continue to burden citizens with filing the alarm bond.

Department Review

Police, Legal, Finance, IT

Funding Source

Repealing this ordinance will require no additional funding. Staff will be required to take some time initially to contact and reimburse citizens pursuant to RUUPA.

Attachments

- A **Title 2, Chapter 6 of the Municipal Code of Park City: Burglary and Robbery Alarms**
- B **Ordinance No. 2018-XX: AN ORDINANCE OF PARK CITY, UTAH REPEALING TITLE 6, CHAPTER 2 OF THE MUNICIPAL CODE OF PARK CITY: BURGLARY AND ROBBERY ALARMS**

A **Title 2, Chapter 6 of the Municipal Code of Park City: Burglary and Robbery Alarms**

6-2 Burglary And Robbery Alarms

- [6-2-1 Definitions](#)
- [6-2-2 Notification Required](#)
- [6-2-3 False Alarms](#)
- [6-2-4 Cash Deposit To Be Posted](#)
- [6-2-5 Private Security Response](#)
- [6-2-6 Penalty](#)
- [6-2-7 Direct Access Alarm Systems](#)

6-2-1 Definitions

All words and phrases used in this article shall have the following meanings unless a different meaning clearly appears from the context:

- A. **ALARM**. Any telephonic or electronic device used to notify the police about acts of a crime or emergency.
- B. **ALARM BUSINESS**. The business by any individual, partnership, corporation, or other entity selling, leasing, maintaining, servicing, repairing, altering, replacing, moving, or installing any Alarm system or causing to be sold, leased, maintained, serviced, repaired, altered, replaced, moved, or installed any Alarm system in or on any building structure, or facility.
- C. **ALARM USER**. The person, firm, partnership, association, corporation, company, or organization of any kind in possession and control of any building, structure or part thereof, or facility wherein an Alarm system is maintained.
- D. **AUTOMATIC DIALING DEVICE**. A device, which is interconnected to a telephone line and is programmed to select a predetermined telephone number and transmit by voice message or code signal an emergency message indicating a need for emergency response.
- E. **CHIEF OF POLICE**. The Director of the Park City Police Department or his/her authorized and designated representative.
- F. **DIRECT ACCESS ALARM SYSTEM**. A system, which has remote access to the automatic monitoring devices installed in the City dispatch center.
- G. **FALSE ALARM**. An alarm signal, eliciting a response by police officials when a situation requiring a police response does not in fact exist, but does not include an Alarm signal caused by violent conditions of nature or other extraordinary circumstances not reasonable subject to control by the Alarm Business operator or Alarm User.

6-2-2 Notification Required

It shall be unlawful for a person to maintain an Alarm on any premises without first providing the Park City Police Department a list of persons with telephone numbers, who are authorized and responsible to enter the Alarm User's premises and deactivate the Alarm. It is unlawful for any person named on such list, who has been personally contacted by police, to fail to appear within the time designated by police and inactivate the Alarm for which he is responsible.

6-2-3 False Alarms

- A. **FALSE ALARMS PROHIBITED.** It shall be unlawful for a person to cause a False Alarm deliberately or through inadvertence or neglect.
- B. **MISUSE OR TEMPERING WITH AN ALARM SYSTEM.** It shall be unlawful for any person or Alarm User to misuse, tamper with, alter, or obstruct any Alarm System, whether or not such misuse, tampering, alteration, or obstruction causes the Alarm to signal entry into the premises, unless such person is an authorized technician duly authorized by the Alarm User to perform maintenance or testing on such Alarm, and provided that such technician has notified the Park City Police Department, Summit County Sheriff's Department, and the Alarm User of such maintenance.

6-2-4 Cash Deposit To Be Posted

It shall be unlawful for any person or corporation to maintain an Alarm System on any premises unless there shall have been posted with the Park City Municipal Corporation a cash deposit in the amount of One Hundred Dollars (\$100.00), portions of which are to be forfeited upon the giving of False Alarms as hereinafter provided.

6-2-5 Private Security Response

- A. If an Alarm is answered or monitored by a private security firm or other such individual not associated with publicly-funded law enforcement, and the Alarm User or monitoring agency does not wish response by the Park City Police Department until such Alarm has been verified by the Alarm User or monitoring agency, then the deposit pursuant to Section 6-2-4 of this Chapter shall not apply, provided, however, that the Park City Police Department and the Summit County dispatch have been notified in writing that no police response is desired unless specifically requested by an alarm user, responsible party for the alarm, or private security firm.
- B. All Alarms, whether monitored and responded to by the Park City Police Department, private security firm, or other such person or agency responsible for the Alarm, must be registered with the Park City Police Department pursuant to Section 6-2-2 of this Chapter.

6-2-6 Penalty

For a police response to a False Alarm, the Police Chief shall charge and collect the following fees from the Alarm User, which fees shall be initially deducted from the deposit posted with Park City Municipal Corporation:

- A. **PENALTY FEES FIRST RESPONSE.** For response to premises at which no other False Alarm has occurred within the preceding six (6) month period, hereinafter referred to as "first response," no fee shall be charged and no deduction from the deposit shall occur. The police responding to the "first response" Alarm shall provide written notification to the Alarm User that subsequent responses to False Alarms will cause deductions from the posted deposit.
- B. **PENALTY FEES SUBSEQUENT RESPONSES.** For a second response to the same premises within six (6) months after such "first response," and for all subsequent responses, The Police Chief shall charge Twenty-Five Dollars (\$25.00) and deduct each such charge from the posted deposit. In the event such deposit becomes exhausted, the Alarm shall be disconnected and/or responses to such Alarm shall be discontinued by emergency services personnel until such time as all fees are paid and a new deposit in the amount of One Hundred Dollars (\$100.00) is posted with the Park City Police Department and the Alarm has been inspected by a qualified technician.

- C. **SENTENCING.** Any person convicted of a violation of, or failure to comply with, any of the provisions of this Chapter shall be punishable in accordance with Section 8-1-19 through 8-1-33 of the Municipal Code of Park City.
- D. **WILLFUL FALSE ALARM.** Any person, including Alarm User, who knowingly and deliberately activates an Alarm System when no emergency situation exists at the premises, shall be guilty of a Class B misdemeanor and be subject to a fine of not more than One Thousand Dollars (\$1,000.00), imprisonment for six (6) months, or both.

6-2-7 Direct Access Alarm Systems

Direct Access Alarm Systems are allowed under the following terms and conditions:

- A. **EQUIPMENT.** Any direct access equipment shall be approved in advance by the Chief of Police for compatibility with existing equipment in the dispatch center, and to eliminate duplicate or overlapping equipment. Automatic telephone tape dialing devices, which dial the emergency phone number and give a taped message will not be allowed. Some kind of alarm transmitting device that provides the information from the Alarm to the City monitor is required.
- B. **INSTALLATION.** Installation will be to Park City Police Department specifications, and all the costs of installation will be on the private alarm company making the installation. The City does not insure private alarm monitoring devices. Direct Access Alarm Systems equipment is installed at the sole risk of the owner.
- C. **CHARGES.** In lieu of the One Hundred Dollar (\$100.00) Deposit charged for alarms that are not installed as a Direct Access Alarm System, there shall be an initial charge of One Hundred Dollars (\$100.00) per alarm connected through a Direct Access Alarm System device for the installation of the Alarm. For purposes of this section, each remote Alarm installation location is a separate Alarm for which \$100.00 is charged, whether that system monitors burglary, fire, mechanical failure or other functions at that location. For each subsequent year, the Direct Access Alarm System user shall pay a fee of Fifty Dollars (\$50.00) per year or part thereof for each Alarm installation location.
- D. **ALARM SERVICE CONTRACT.** Each Alarm company making a Direct Access Alarm System connection to the dispatch center shall sign a contract with the City setting forth the nature of its expected response to the Alarm, the protocol of notifying the Alarm company and the conditions under which the Park City Police Department will make the initial response to the Alarm, penalties for repeated False Alarms (which will include loss of that location's Direct Access Alarm System privilege, or in the case of a company that has an unusually large number of False Alarms, the loss of that company's Direct Access Alarm System privilege), insurance of Alarm equipment and response personnel, and similar mechanical items that deal with the relationship between the City as the dispatch monitoring center and the Park City Police Department as the primary law enforcement agency in the City, and the Alarm company and its customers as the persons requesting emergency service through automatic devices.
- E. **ELIGIBILITY.** The City will permit only private security firms which are licensed by the state of Utah, and which have Park City business licenses, to connect to the Direct Access Alarm System devices. Each private security system must agree to maintain locally-based twenty-four (24) hour a day response personnel. Private security companies not meeting these standards will not be permitted to connect to the City dispatch by Direct Access Alarm System devices. If a private company that was in compliance at the time of connection is later found not to comply, the Direct Access Alarm System privilege will be terminated by the City.

Ordinance No. 2018-44

AN ORDINANCE REPEALING TITLE 6, CHAPTER 2 OF THE MUNICIPAL CODE OF PARK CITY: BURGLARY AND ROBBERY ALARMS

WHEREAS, Park City, Utah, has an interest in promoting public health, safety, and welfare of residents, visitors and property owners; and

WHEREAS, City Council adopted the Municipal Code regulating Burglary and Robbery Alarms in 1982 to promote the health, safety and welfare of residents, visitors, and property owners; and

WHEREAS, changes in alarm systems, technology, police procedure and City policy have rendered the requirements under Title 6, Chapter 2: Burglary and Robbery Alarms null; and

WHEREAS, Utah Code Ann. Sections 76-9-105: Making a False Alarm and 76-9-202: Emergency Reporting proscribe the same conduct being repealed in Title 6, Chapter 2, Section 3; and

WHEREAS, City Council finds that it is in the public interest to repeal written laws, regulations and ordinances that do not reflect current procedures and policies.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF PARK CITY, UTAH, THAT:

Section I. Repealer. Municipal Code of Park City Title 6, Chapter 2: Burglary and Robbery Alarms, is hereby repealed in its entirety.

Section II. Conflict with Existing Ordinances, Resolutions, or Policies. To the extent that any ordinances, resolutions, or policies of Park City Municipal Corporation conflict with the provisions of this ordinance, this ordinance shall prevail.

Section III. Effective Date. This ordinance shall become effective upon publication.

PASSED AND ADOPTED by the City Council of Park City, Utah, this 19th day of July, 2018.

PARK CITY MUNICIPAL CORPORATION

Mayor Andy Beerman

Attest:

Michelle Kellogg, City Recorder

Approved as to form:

Tricia S. Lake
Assistant City Attorney/Prosecutor